

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND ABM ELECTRICAL & LIGHTING SOLUTIONS, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and ABM Electrical & Lighting Solutions, Inc., a Delaware corporation ("Contractor" or "Consultant").

WHEREAS, the City desires to implement an Uninterruptible Power Supply (UPS) system at the Redondo Beach Performing Arts Center (the "Project");

WHEREAS, the City is a participating entity in Sourcewell, a cooperative purchasing program;

WHEREAS, Sourcewell has entered into an Indefinite Delivery-Indefinite Quantity Construction Contract Number: CA-R8-E-101723-AEL with Contractor for Electrical services in Region 8 of California ("Sourcewell Contract"), as detailed in Exhibits "F" through "K", which are described below;

WHEREAS, the Contractor has agreed to perform the specific scope of work described in a single work order attached hereto as Exhibit "L" (the "Work Order");

WHEREAS, Contractor shall perform the Project in compliance with Exhibits "F" through "K", including the pricing mechanisms, unit prices, and Adjustment Factors as set forth in the Construction Task Catalog (Exhibit "K") and the Sourcewell Contract (Exhibit "F");

WHEREAS, pursuant to Section 2-6.1.09(d) of the City Municipal Code, the City may piggyback on cooperative purchasing agreements for maintenance or repair projects;

WHEREAS, this Project qualifies as a maintenance project under the City Municipal Code, as it involves work to keep, operate, and maintain publicly owned facilities;

WHEREAS, the pricing for this Project is based on the Construction Task Catalog (Exhibit "K") unit prices multiplied by the applicable Adjustment Factors as set forth in the Sourcewell Contract (Exhibit "F");

WHEREAS, payment and performance bonds are required;

WHEREAS, Contractor shall provide warranties for defective materials, workmanship, improper performance, or noncompliance starting from the City's acceptance; and

WHEREAS, pursuant to Section 2-6.1.09(e) of the City Municipal Code, maintenance or repair agreements exceeding \$200,000 require City Council approval and execution by the Mayor.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows;

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
- E. Agreement to Comply with California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".
- F. Indefinite Delivery-Indefinite Quantity Construction Contract, Contract Number: CA-R8-E-101723-AEL, Service Type: Electrical. Contractor shall comply with the terms and conditions, as detailed in Exhibit "F".
- G. Agreement to Modify and Extend Sourcewell Contract #CA-R8-E-101723-AEL (effective December 6, 2024 through December 5, 2025). Contractor shall adhere to the modifications and extensions, outlined in Exhibit "G".
- H. Agreement to Modify and Extend Sourcewell Contract #CA-R8-E-101723-AEL (effective December 6, 2025 through December 5, 2026). Contractor shall adhere to the modifications and extensions, outlined in Exhibit "H".
- I. Indefinite Delivery-Indefinite Quantity Construction Contract General Terms and Conditions for Solicitation: IFB #CA-101723. Contractor shall perform all services, tasks, duties, and obligations to complete this Project, as specified in Exhibit "I" to complete this Project.
- J. Indefinite Quantity Construction Contract Technical Specifications CSI Divisions 01 – 46 2023. Contractor shall adhere to the technical specifications, outlined in Exhibit "J".
- K. Job Order Contract Construction Task Catalog® - Distribution - Region 08 CSI Divisions 01 – 46 December 2024. Contractor shall be paid in accordance with the schedule set forth in Exhibit "K".

- L. Work Order. Contractor shall perform the scope of work as described in Exhibit "L" in accordance with this Agreement, and compensation shall be governed by Exhibit "C".

* * * * *

GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
- 4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City

as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files. This provision shall survive the termination or expiration of this Agreement.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided, or otherwise violate any of the terms of this Agreement, the City shall give Contractor written

notice of such default, specifying the nature of the default. Contractor shall have thirty (30) days from the date of such notice to cure the default to the City's reasonable satisfaction of the City. Notwithstanding the foregoing, the City may immediately terminate this Agreement upon written notice, without providing an opportunity to cure, if the default (a) poses an immediate threat to public health or safety, (b) results in or threatens material damage to City property, (c) involves fraud, willful misconduct, or intentional misrepresentation, (d) consists of Contractor's failure to maintain required insurance or bonds, (e) constitutes abandonment of the Work, or (f) is a repeated default demonstrating Contractor's inability or unwillingness to perform.

If Contractor fails to cure the default within such thirty (30) day period, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Paragraph 11 above; provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this

Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
 - a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions

necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement.

Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 810 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any parts, products, or materials are provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery and acceptance; and the product shall be fit for its intended purpose(s).

Contractor's warranty applies to its workmanship, including but not limited to, proper installation and commissioning, shall be for a period of one-year from the date of City's acceptance of the work, unless a longer period is expressly required by Exhibit "A". Contractor's warranty is independent of, and in addition to, any third-party manufacturer warranties. Contractor shall ensure that all parts used are appropriate for the Project and are covered by the warranties specified in Exhibit "A", and that Contractor's work does not void or impair any applicable manufacturer warranty.

Upon completion of the Project, Contractor shall deliver to the City and, to the maximum extent permitted, assign and pass through to the City all applicable third-party manufacturer warranties (including, without limitation, the Meyers

equipment warranty), together with all close-out documents reasonably necessary to enable the City to directly enforce such warranties.

Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping, removal, reinstallation, testing, and restoration.

The warranties set forth in this Agreement shall survive the termination or expiration of this Agreement and shall remain in full force and effect for the applicable warranty periods stated herein and under any assigned or passed through third-party manufacturer warranties.

Contractor shall not be liable under this Section 33 for an amount greater than the amount set forth in Exhibit "C"; provided, however, that this limitation shall not apply to Contractor's obligation to correct or replace defective work, or to Contractor's indemnity obligations under Section 14.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 17th day of March, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

ABM ELECTRICAL & LIGHTING SOLUTIONS,
INC., a Delaware corporation

James A. Light, Mayor

Signed by:

By: _____
Name: Chan Onechanh
Title: Area General Manager
3/2/2026 | 2:01 PM PST

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Signed by:


Diane Strickfaden, Risk Manager
3/4/2026 | 11:44 AM PST

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall furnish all labor, materials, tools, and equipment necessary to implement an Uninterruptible Power Supply (UPS) system at the Redondo Beach Performing Arts Center as follows:

A. Demolition and Disposal

- a. Remove, dispose of, and haul away existing equipment.
- b. Dispose of hazardous materials in compliance with all EPA requirements.

B. UPS Installation

- a. Install a Meyers UPS in accordance with the job walk and the City-provided specifications below:
 - i. Model: 1-D-6-S(15)-BE5002-BA2003-NA2008-C-M(BBM)-Z-BAC-BCF Illuminator Series CIII (fast transfer)
 - ii. Rating: 16700 VA/W
 - iii. Input: 120/208VAC, 3PH, 60HZ, 4W+G,
 - iv. Output: 120/208VAC, 3PH, 60HZ, 4W+G
 - v. Required input feed breaker: 70A, 3-pole
 - vi. Battery: S (15), Standard (VRLA)
 - vii. Run time: 90 minutes
 - viii. Dimensions: W: 90", H: 64", D: 25"
 - ix. Weight: 412 lbs.

C. System Components

- a. Provide forty (40) 15-year prorated warranty batteries (1-year full/14 years prorated)
- b. Install top-mount enclosure
- c. Install BE5002 – two (2) output circuit breakers 50A, 3-pole normally on OCB-50A, 3P
- d. Install NA2008 – eight (8) output circuit breakers 20A, 1-pole normally off @ 120 VAC (8) OCB-20A, 1P
- e. Install BA2003 – three (3) output circuit breakers 20A, 1-pole normally on @ 120VAC OCB-20A, 1P
- f. Provide c–status monitoring contacts (dry form C-contact set) including: summary alarm, inverter on, inverter off, utility present, high temperature, and on bypass.
 - i. Note: on bypass is included with MBYP option only
- g. Provide internal maintenance bypass (break-before-make internal)
- h. Provide Z-seismic bracing (seismic certified to IBC 2015, ASCE 7-10 & ACI 3-11 occupancy category III / site class D)
 - i. Note: seismic mounting increases system footprint. Contractor shall contact the manufacturer for a detailed seismic mounting drawing.

D. Startup, Training, and Warranty

- a. Provide Meyers manufacturer startup & same day training
- b. Extend electronics warranty to 2 years, plus 3 additional years of electronics warranty (total of 5 years).
- c. Electronics warranty shall include parts, labor, and travel for:
 - i. Testing and commissioning system in accordance with the manufacturer's procedures.
 - ii. Providing customer training upon commissioning.
 - iii. One day of onsite manufacturer training, plus ongoing manufacturer support via online/phone.

E. Work Order

Contractor shall perform any other work described in Exhibit "L", subject to the requirements of this Agreement, including General Provisions Section 7 and the Not to Exceed Amount in Exhibit "C".

F. Bonds

Contractor shall execute and deliver bonds for payment and performance, in the same form as Attachment "A-1" to the City. Each bond shall be in an amount equal to the Project price. These bonds shall guarantee faithful performance and payment of all obligations under this Agreement. The cost of such bonds is included in the Project Price. The bonds provided by the Contractor shall survive termination or expiration of this Agreement and shall remain in full force and effect for the bond period, as described in the applicable bond in Attachment "A-1".

G. Exclusions

- a. Data line installation and connections
- b. Engineered drawings, plan sets, or stamped blueprints
- c. Existing electrical infrastructure repairs
- d. Permitting

H. Schedule

- a. Material lead time: 8-10 weeks
- b. Project scheduling: 2 weeks
- c. Project duration: 2 weeks

I. Tariff Note

In the event of a change in law that directly and unavoidably increases the Contractor's actual out of pocket costs required under this Agreement, an equitable adjustment to the price of this Agreement may be made in accordance with General Provisions Section 7 of this Agreement.

ATTACHMENT "A-1"

PERFORMANCE AND PAYMENT BONDS

The performance and payment bonds are attached.

Performance Bond

Bond No.: _____

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Redondo Beach, California ("City"), has awarded to

ABM Electrical & Lighting Solutions, Inc.
14201 Franklin Avenue
Tustin, CA 92780

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

Replacement of the Uninterruptible Power Supply Unit at the Redondo Beach Performing Arts Center Project

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

NOW, THEREFORE, we, the undersigned Principal, and

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of three hundred and six thousand, seven hundred and eighty-nine dollars and 16 cents (\$306,789.16), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

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

Date: _____

"Principal"

"Surety"

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

(Seal)

(Seal)

CITY OF REDONDO BEACH

**APPROVED AS TO SURETY
AND PRINCIPAL AMOUNT**

APPROVED AS TO FORM

By: _____

By: _____

Risk Manager

City Attorney

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

Payment Bond

(Labor and Material)

Bond No.: _____

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Redondo Beach, California ("City"), has awarded to

ABM Electrical & Lighting Solutions, Inc.
14201 Franklin Avenue
Tustin, CA 92780

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

Replacement of the Uninterruptible Power Supply Unit at the Redondo Beach Performing Arts Center Project

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code secure the payment of claims of laborer, mechanics, materialmen, and other persons as provided by law

NOW, THEREFORE, we, the undersigned Principal, and

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of three hundred and six thousand, seven hundred and eighty-nine dollars and 16 cents (\$306,789.16), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13030 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void. This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it

does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

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

Date: _____

"Principal"

"Surety"

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

(Seal)

(Seal)

CITY OF REDONDO BEACH

**APPROVED AS TO SURETY
AND PRINCIPAL AMOUNT**

APPROVED AS TO FORM

By: _____

By: _____

Risk Manager

City Attorney

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

EXHIBIT “B”

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on March 18, 2026 and shall continue through December 5, 2026, unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

- A. **AMOUNT.** Provided Contractor is not in default under this Agreement, Contractor shall be paid based on the unit prices in the Construction Task Catalog (Exhibit "K") multiplied by the applicable adjustment factors in the Sourcewell Contract (Exhibit "F"), resulting in a total Base Contract Amount of \$306,789.16. The Base Contract Amount represents an estimate based on anticipated quantities and does not constitute a guaranteed minimum payment.

Any pricing, quantities, or cost information reflected in Exhibit "L" shall comply strictly with this Exhibit "C," Exhibit "K," and Exhibit "F." In the event of any conflict regarding pricing, unit rates, adjustment factors, compensation methodology, or payment limitations, Exhibits "C," "K," and "F" shall control and supersede Exhibit "L."

- B. **NOT TO EXCEED AMOUNT.** In no event shall the total compensation paid to Contractor under this Agreement exceed \$337,468.00 (Not to Exceed Amount), which includes the Base Contract Amount (\$306,789.16), and a ten percent (10%) contingency in the amount of \$30,678.84. The contingency is included solely to address unanticipated site conditions that were not reasonably discoverable at the time of contract execution and that require additional work within the general nature of the approved scope, such as correction of concealed or latent electrical conditions. The contingency shall exclude changes in law, which shall be handled only through an equitable adjustment pursuant to General Provisions Section 7 of this Agreement.

Use of contingency funds shall require prior written approval of the City and shall not increase the Not to Exceed Amount. Under no conditions or circumstances shall the services described in Exhibit "A" or Exhibit "L" be expanded, reduced, or otherwise modified except by a written change order authorized in accordance with General Provisions Section 7.

- C. **METHOD OF PAYMENT.** By the end of each calendar month, Contractor shall submit an Application for Payment for work completed or products received and approved during that month.

Each Application shall indicate the dates of service, description of services performed, description of parts or hardware, quantity, unit prices from the Construction Task Catalog (Exhibit "K") multiplied by applicable adjustment factors from the Sourcewell Contract (Exhibit "F"), corresponding amount, and, if applicable, the cost of City preapproved subcontractors. The Application shall also include the total amount for that period, Certified Payroll Records, details on materials and equipment used, and any other required supporting documents. Applications must be itemized, adequately

detailed, based on accurate records, and, if applicable, attach subcontractor invoices. Applications must be in a form reasonably satisfactory to the City. Contractor may be required to provide backup material upon request, including manifests or certifications for any hazardous materials disposal per the Technical Specifications (Exhibit "J").

D. SCHEDULE FOR PAYMENT. Payments shall be made in accordance with the General Terms and Conditions (Exhibit "I") as follows:

1. Monthly Progress Payments: Upon approval of the Contractor's Application for payment, City will pay Contractor within forty-five (45) days of its approval.
2. Retainage: The City may withhold a five percent (5%) retainage from each payment and may also withhold amounts in good-faith dispute, to the maximum extent permitted by law. Retention will be released after project completion, except for disputed amounts.
3. Final Payment: After the City's designated Project Manager's final inspection and determination that the Detailed Scope of Work is complete and all final documentation has been submitted, the City's designated Project Manager will notify the Contractor that a final Application for Payment may be submitted. Contractor shall submit a final Application for Payment. The City will issue final payment within forty-five (45) days of the final Application for Payment.

E. NOTICE. Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: ABM Electrical Lighting Solutions, Inc.
Attention: Nate Piorek
14201 Franklin Avenue
Tustin, CA 92780
Email: nate.piorek@abm.com

City: City of Redondo Beach
Public Works Department
531 N. Gertruda Avenue
Redondo Beach, CA 90277
Attention: Rob Osborne
Email: rob.osborne@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, 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 hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit of \$4,000,000 shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

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

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

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

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

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

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

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

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

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

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

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.

EXHIBIT "F"

**INDEFINITE DELIVERY-INDEFINITE QUANTITY CONSTRUCTION CONTRACT,
CONTRACT NUMBER: CA-R8-E-101723-AEL,
SERVICE TYPE: ELECTRICAL**

The contract is attached and incorporated herein



Indefinite Delivery-Indefinite Quantity Construction Contract

Contract Number: CA-R8-E-101723-AEL

Service Type: Electrical

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **ABM Electrical and Lighting Solutions, 14201 Franklin Ave, Tustin, CA 92780** (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Service Region.

I. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the later of December 6, 2023 or the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires **December 5, 2024**, unless it is terminated sooner pursuant to Article XX of the General Terms and Conditions, which are incorporated into this Contract by reference. This Contract allows up to five additional one-year extensions upon the request of Sourcewell and written agreement with Contractor. Sourcewell retains the right to consider additional extensions beyond six years as required under exceptional circumstances.

II. REGION AND SERVICES

The Contractor's Region is: Region 8. The Contractor's IDIQ construction service type is: Electrical. The Contractor **has** agreed to perform work outside the Region.

III. ADJUSTMENT FACTORS

The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.

A. **Normal Working Hours – Prevailing Wage Rate Projects**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 0.9799.

B. **Other Than Normal Working Hours – Prevailing Wage Rate Projects:** Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.0525.

C. **Secured Facilities/OSHPD Prevailing - Wage Rate Projects:** Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.0616.

D. **All Union Wage Projects:** Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 0.9799.

E. **Non pre-priced Adjustment Factor:** To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.1251.

VI. AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is its Chief Procurement Officer.

B. The Contractor's Authorized Representative is Chan Onechanh. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell

ABM Electrical and Lighting Solutions

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____

DocuSigned by:
Chan Onechanh
11E7A835F651473...
By: _____

Jeremy Schwartz

Chan Onechanh

Title: Chief Procurement Officer

Title: Sr. General Manager

Date: 12/13/2023 | 2:44 PM CST

Date: 12/13/2023 | 2:03 PM CST

EXHIBIT "G"

**AGREEMENT TO MODIFY AND EXTEND SOURCEWELL
CONTRACT #CA-R8-E-101723-AEL
(EFFECTIVE DECEMBER 6, 2024 THROUGH DECEMBER 5, 2025)**

The agreement is attached and incorporated herein.

**AGREEMENT TO
MODIFY AND EXTEND
SOURCEWELL CONTRACT #CA-R8-E-101723-AEL**

THIS AGREEMENT TO MODIFY AND EXTEND, Sourcewell Contract #CA-R8-E-101723-AEL, is effective upon the date of the last signature below.

Sourcewell and ABM Electrical and Lighting Solutions (“Contractor”) have entered into an Indefinite Delivery-Indefinite Quantity Construction Contract, Contract Number **CA-R8-E-101723-AEL**, with an initial term ending December 5, 2024, and five bilateral options to extend for an additional one-year term (“Contract”). The parties agree to modify and extend the Contract as stated below.

CONTRACT MODIFICATION

The following is adopted as the new CTC for the Contract effective December 6, 2024:

[Sourcewell California - Region 8](#)

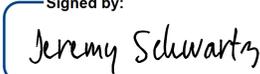
Pursuant to the Contract, Contractor’s Adjustment Factors remain fixed for the duration of the contract term and are unaffected by this modification.

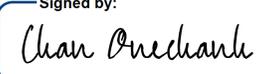
EXERCISE OF OPTION: EXTENSION

Contractor and Sourcewell hereby desire and agree to extend the Contract, with the above modification, for the period of December 6, 2024 through December 5, 2025.

Sourcewell

ABM Electrical and Lighting Solutions

Signed by:

By: C0ED2A139D06489
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/13/2024 | 5:52 PM CST

Signed by:

By: 11E7A835E651473
Chan Onechanh
Title: Sr. General Manager
Date: 11/12/2024 | 5:27 PM CST

**AGREEMENT TO
MODIFY AND EXTEND
SOURCEWELL CONTRACT #CA-R8-E-101723-AEL**

THIS AGREEMENT TO MODIFY AND EXTEND, Sourcewell Contract #CA-R8-E-101723-AEL is effective upon the date of the last signature below.

Sourcewell and ABM Electrical and Lighting Solutions (“Contractor”) have entered into an Indefinite Quantity Construction Contract, Contract Number CA-R8-E-101723-AEL with an initial term ending December 5, 2024, and five bilateral options to extend for an additional one-year term (“Contract”). This contract has previously been extended by the parties for the term ending December 5, 2025. The parties agree to modify and extend the Contract as stated below.

CONTRACT MODIFICATION

The updated CTC will appear in the eGordian software upon receipt of the executed extension document.

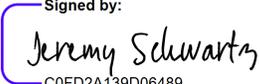
Pursuant to the Contract, Contractor’s Adjustment Factors remain fixed for the duration of the contract term and are unaffected by this modification.

EXERCISE OF OPTION: EXTENSION

Contractor and Sourcewell hereby desire and agree to extend the Contract, with the above modification, for the period of December 6, 2025 through December 5, 2026.

Sourcewell

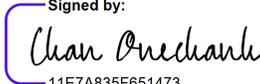
ABM Electrical and Lighting Solutions

Signed by:

By: _____
C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 10/29/2025 | 3:06 PM CDT

Signed by:

By: _____
11E7A835F651473...

Chan Onechanh

Title: Sr. General Manager

Date: 10/29/2025 | 12:13 PM CDT

EXHIBIT "H"

**AGREEMENT TO MODIFY AND EXTEND SOURCEWELL
CONTRACT #CA-R8-E-101723-AEL
(EFFECTIVE DECEMBER 6, 2025 THROUGH DECEMBER 5, 2026)**

The agreement is attached and incorporated herein.

**AGREEMENT TO
MODIFY AND EXTEND
SOURCEWELL CONTRACT #CA-R8-E-101723-AEL**

THIS AGREEMENT TO MODIFY AND EXTEND, Sourcewell Contract #CA-R8-E-101723-AEL is effective upon the date of the last signature below.

Sourcewell and ABM Electrical and Lighting Solutions (“Contractor”) have entered into an Indefinite Quantity Construction Contract, Contract Number CA-R8-E-101723-AEL with an initial term ending December 5, 2024, and five bilateral options to extend for an additional one-year term (“Contract”). This contract has previously been extended by the parties for the term ending December 5, 2025. The parties agree to modify and extend the Contract as stated below.

CONTRACT MODIFICATION

The updated CTC will appear in the eGordian software upon receipt of the executed extension document.

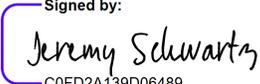
Pursuant to the Contract, Contractor’s Adjustment Factors remain fixed for the duration of the contract term and are unaffected by this modification.

EXERCISE OF OPTION: EXTENSION

Contractor and Sourcewell hereby desire and agree to extend the Contract, with the above modification, for the period of December 6, 2025 through December 5, 2026.

Sourcewell

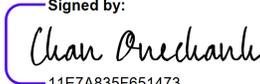
ABM Electrical and Lighting Solutions

Signed by:

By: _____
C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 10/29/2025 | 3:06 PM CDT

Signed by:

By: _____
11E7A835F651473...

Chan Onechanh

Title: Sr. General Manager

Date: 10/29/2025 | 12:13 PM CDT

EXHIBIT "I"

**INDEFINITE DELIVERY-INDEFINITE QUANTITY CONSTRUCTION CONTRACT
GENERAL TERMS AND CONDITIONS FOR SOLICITATION: IFB #CA-101723.**

The general terms and conditions are attached and incorporated herein.



**Indefinite Delivery-Indefinite Quantity Construction Contract
General Terms and Conditions
for
Solicitation: IFB #CA-101723**

I. DEFINITIONS

The following definitions apply to all articles of the Contract and General Terms and Conditions.

A. ADJUSTMENT FACTORS. The Contractor's competitively bid price adjustment to the Unit Prices that are published in the Construction Task Catalog. Adjustment Factors are expressed as an increase to or decrease from the Construction Task Catalog's published prices and may be modified periodically during the term of this Contract, through written amendment.

B. BID SAFE. A proprietary software product of Gordian that offers a secure, online construction procurement process. This software may not be applicable in a particular region or project.

C. CONSTRUCTION TASK CATALOG (CTC). The CTC is Gordian's proprietary comprehensive listing of specific construction-related tasks created and customized for the solicitation under which this Contract was awarded. Each task has an assigned specific unit of measurement and Unit Price using current local labor, material, and equipment costs. The CTC, which is incorporated by reference into this Contract, and may be amended periodically during the term of this Contract, upon mutual agreement of the parties.

D. CONTRACT DOCUMENTS. The following documents comprise the Contract Documents in the following order of precedence:

1. Participating Entity's Purchase Order which may include plans, drawings, and supplemental technical specifications
2. Standard specifications of the Participating Entity (if any)¹
3. This Contract, which also includes the General Terms and Conditions
4. Construction Task Catalog
5. Technical Specifications

¹ San Diego Housing Commission provisions, contract terms and conditions, and forms have been provided as a downloadable document in the documents section of this IFB's Bid Details page. These documents apply to all work being performed for the San Diego Housing Commission.

- E. DAYS. Calendar days, unless specifically stated otherwise.
- F. DETAILED SCOPE OF WORK. A document created by the Participating Entity, in conjunction with the Gordian and the Contractor, following a Joint Scope Meeting that details the work the Contractor will perform for a particular Purchase Order.
- G. THE GORDIAN GROUP, INC. OR GORDIAN. Sourcewell's designated representative and contract administrator for this Contract. Gordian's support includes preparing Construct Task Catalogs and related technical specifications, providing information management systems, training to contractors, administering fee collection, and assisting with proposal or work order development.
- H. HOLIDAYS. Specific days designated as legal holidays of Participating Entity, including those designated holidays under its Project Labor Agreement, and those days that Sourcewell designates as Holidays: New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day (December 24), and Christmas Day (December 25); when a holiday falls on a Saturday, the preceding Friday will be observed as a holiday and when it falls on a Sunday, the following Monday will be observed as a holiday.
- I. JOINT SCOPE MEETING. The Contractor, Participating Entity representative, and Gordian representative assemble at the Site to discuss the Project and Scope of Work. The Participating Entity will present the Project in detail, with a job site visit by the Contractor, prior to preparing and submitting a Detailed Scope of Work.
- J. NON-PRE-PRICED TASK (NPP). A task not included in the Construction Task Catalog, but that is within the general scope and intent of this Contract.
- K. PARTICIPATING ENTITY. An entity accessing this Contract in order to accomplish the work with the Contractor. Participating entities include state and local government, education, nonprofit, tribal government, and other public agencies located within the Region described in the Contract.
- L. PRICE PROPOSAL. The proposed pricing document prepared for the Participating Entity by the Contractor using the Construction Task Catalog, Adjustment Factors, and appropriate quantities.
- M. PROJECT. The work to be accomplished by the Contractor in satisfaction of a requirement or group of related requirements pursuant to one or more Purchase Orders.
- N. PROJECT MANAGER. The person or firm designated by a Participating Entity and authorized to represent the Participating Entity in connection with a signed Purchase Order.
- O. PROPOSAL PACKAGE. A group of documents and files consisting of the: Price Proposal; incidental drawings, sketches, or specification information; quantity take-offs supporting all material quantities; catalog cuts providing information on materials or products, as specifically

requested; list of known Subcontractors; construction schedule; back-up for any Non Pre-Priced Tasks; warranty information on special equipment or materials; and or other such documentation as the Participating Entity may require.

P. PURCHASE ORDER. The document establishing the engagement by the Participating Entity to the Contractor to complete a Detailed Scope of Work for the Purchase Order Price within the Purchase Order Completion Time. The Purchase Order may consist of a notice to proceed, signed work order, or other Participating Entity required documentation.

Q. PURCHASE ORDER COMPLETION TIME. The period of time set forth in the Purchase Order by which the Contractor must complete the Detailed Scope of Work.

R. PURCHASE ORDER PRICE. The value of the approved Price Proposal and not to exceed price to be paid to the Contractor by the Participating Entity for completing the Detailed Scope of Work within the Purchase Order Completion Time.

S. REQUEST FOR PROPOSAL. The Participating Entity's written request for a contractor to prepare and submit a Proposal Package for a specific Detailed Scope of Work. A request for proposal is not a guarantee of work.

T. SITE. The area upon or in which the Contractor performs the Detailed Scope of Work and such other areas adjacent thereto as may be designated by the Participating Entity.

U. SUBCONTRACTOR. Any person, firm, or corporation, other than employees of the Contractor, that contracts with the Contractor or its subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

V. SUPPLEMENTAL PURCHASE ORDER. A purchase order issued to add, delete, or change work from an existing related Purchase Order.

W. TECHNICAL SPECIFICATIONS. The comprehensive listing of standards for quality of workmanship and materials, and the standard for the required quality of the work. The Technical Specifications are numbered and organized in the Construction Specification Institute's (CSI) master format. All specifications are filed in divisions per CSI guidelines. Except when substitutions are clearly impermissible, all references in the Technical Specifications or the CTC to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the Contractor those items that will be satisfactory.

X. UNIT PRICE. The price published in the Construction Task Catalog for a task.

Y. WORK. The labor, material, equipment, and services necessary or convenient to the completion of Purchase Order(s).

II. PARTICIPATING ENTITY CONTRACT ACCESS

The benefits of this Contract should be available to all Participating Entities that can legally access the Scope of Work of this Contract. Any entity accessing the benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. The Contractor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and that each Participating Entity reserves the right to obtain construction services from any other source.

III. GENERAL CONDITIONS FOR PERFORMING WORK

A. COMPLIANCE.

1. *Legal and Contractual.* The work will be conducted by the Contractor in strict compliance with this Contract and all applicable federal, state, and local laws, regulations, codes, directives, standards, and specifications; this includes, but is not limited to city building codes, the specific Detailed Scope of Work, and Technical Specifications of a Purchase Order. If the Purchase Order specifies a standard that is different or more stringent than a particular law, code, or regulation, the standard set forth in the Purchase Order will control.
2. *Licenses.* The Contractor must maintain valid and current federal, state, and local licenses, bonds, and permits required for the operation of the business that the Contractor conducts with Sourcewell and Participating Entities. The Contractor will keep these documents properly posted at the Site at all times during the performance of the work.
3. *Permits and Filings.* The Contractor will make the necessary arrangements for and obtain all filings and permits required for the work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the city, state or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor will be treated as a reimbursable task to be paid a mark-up of 10%. The Contractor will submit a copy of the receipt for payment of such fees. The 10% mark-up will cover all costs over and above the filing and permit fees, including expeditor fees.

B. PUBLIC FACILITIES, IDENTIFICATION, AND SECURITY REQUIREMENTS. The Contractor's employees may be required to perform work at government-owned facilities, including schools. The Contractor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with the applicable Participating Entity's policies and procedures, and all applicable laws. The Contractor will comply with all identification and security requirements that the Participating Entity may establish.

In the event the Contractor is required to work within a secured facility where labor, material, and equipment must be inspected to pass through a secured perimeter, and all work must be constantly monitored by facility personnel (such as a department of corrections prison) the Contractor will be paid for the labor time lost as a result of such perimeter inspection, as well as any loss of time resulting from a temporary shut down of the work site required by the facility (such as a temporary shut down to move prisoners).

C. CONTRACTOR RECORDS AND REPORTS. The Contractor will maintain accurate and complete records, files and libraries of documents to demonstrate compliance with federal, state, and local regulations, codes, applicable laws listed herein; including manufacturers' instructions and recommendations which are necessary and related to the work to be performed.

The Contractor will prepare and submit required reports, maintain current record drawings, and submit required information to Gordian and/or the Participating Entity, as applicable. The Contractor will provide: materials lists that include trade names and brand names, and model materials lists that include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary to complete the Purchase Order. Upon full payment for the Project, the documents created by Contractor for the Participating Entity that are specific to the Project will become the property of the Participating Entity; including all applicable intellectual property rights.

D. GORDIAN IQCC SYSTEM. Gordian's proprietary IQCC system includes Gordian's proprietary JOC software applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Price Proposals, subcontractor lists, and other requirements specified by the Owner. Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Owner is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

IQCC System License

Gordian hereby grants to the Contractor for the term of this Contract, a non-exclusive right, non-transferable, privilege, and license to Gordian's proprietary IQCC System (comprised of the JOC software applications and support documentation, the CTC, construction cost data, Technical Specifications, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian (collectively referred to as "Proprietary Information"). The Proprietary Information will be used for the sole purpose of executing Contractor's responsibilities to Sourcewell and the Participating Entities under this Contract ("Limited Purpose"). In the event this Contract expires or terminates as provided herein, or the Gordian's contract with Sourcewell expires or terminates, this IQCC System License will terminate and the Contractor will return all Proprietary Information in its possession to Gordian.

Contractor acknowledges that Gordian will retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor will have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor must not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract, and must at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Contract by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian will be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Contract or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party will be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Contract or any Order, Purchase Order or similar purchasing document (Purchase Order) issued by Sourcewell or a Participating Entity, this IQCC System License will take precedence.

E. REVIEW OF FIELD CONDITIONS. Before submitting a Price Proposal, the Contractor must: carefully study the Detailed Scope of Work, as well as the information furnished by the Participating Entity; take field measurements of any existing conditions related to the work; and observe any conditions at the Site affecting the Price Proposal. Any design errors or omissions, other errors, inconsistencies, or omissions discovered by the Contractor must be reported promptly to the Project Manager. It is recognized that the Contractor's review is made in the Contractor's capacity as a Contractor and not as a licensed design professional. The Contractor is not required to ascertain that the Detailed Scope of Work is in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, any nonconformity discovered by or made known to the Contractor must be reported promptly to the Project Manager.

F. PERSONNEL. The Contractor will employ competent personnel for the development of the Project's Detailed Scope of Work, the preparation of the Price Proposal and the execution of the work. During the performance of the work, the superintendent assigned to the Project will represent the Contractor, and communications given to the superintendent will be as binding as if given to the Contractor. Important communications must be confirmed in writing. Other communications will be similarly confirmed on written request in each case.

G. SUPERVISION. The Contractor must enforce strict discipline and good order among the Contractor's employees and other persons carrying out the work. The Contractor will supervise and direct the performance of the Detailed Scope of Work, using the Contractor's best skill and attention. The Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work. If the Detailed Scope of Work gives specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor will evaluate the Site safety thereof and, except as stated below, will be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that

such means, methods, techniques, sequences or procedures may not be safe, the Contractor will give timely written notice to the Project Manager and will not proceed with that portion of the work without further written instructions from the Project Manager.

The Contractor will be responsible to the Participating Entity for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor or any of its Subcontractors.

The Contractor will be responsible for inspection of portions of work already performed to determine that such portions are in proper condition to receive subsequent work.

H. WORKMANSHIP AND QUALITY. The Contractor may make substitutions only with the written consent of the Project Manager. The Contractor will not permit employment of unfit persons or persons not skilled in the portions of the work assigned to them.

I. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.

1. Shop drawings, product data, samples, and similar submittals are not considered as Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Detailed Scope of Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Detailed Scope of Work. Submittals that are not required by the Contract Documents may be returned by the Project Manager without action.
2. The Contractor must review for compliance with the Contract Documents, approve and submit to the Project Manager shop drawings, product data, samples and similar submittals required with reasonable promptness and in such sequence as to cause no delay in the work or in the activities of the Participating Entity or of separate contractors. Submittals that are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Project Manager without action.
3. By approving and submitting shop drawings, product data, samples and similar submittals, the Contractor represents that it has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Detailed Scope of Work and of the Contract Documents.
4. The Contractor must perform no portion of the work for which the Contract Documents require submittal and review of shop drawings, product data, samples, or similar submittals until the respective submittal has been approved by the Project Manager.
5. The work will be performed in accordance with approved submittals except that the Contractor will not be relieved of responsibility for deviations from requirements of the Contract Documents by the Project Manager's approval of shop drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Project Manager in writing of such deviation at the time of submittal and a) the Project

Manager has given written approval to the specific deviation as a minor change in the work, or b) a Supplemental Purchase Order or written notice has been issued authorizing the deviation. The Contractor will not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the Project Manager's approval thereof.

6. The Contractor will direct specific attention, in writing or on resubmitted in shop drawings, product data, samples or similar submittals, to revisions other than those requested by the Project Manager on previous submittals. In the absence of such written notice the Project Manager's approval of a resubmission will not apply to such revisions.
7. All costs for normal submittal information (shop drawings, cut sheets, performance information, installation or erection drawings, etc.) are included in the CTC line item costs.
8. The Contractor will not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically requested by the Participating Entity and required by the Detailed Scope of Work; or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures, and such services are approved by the Participating Entity. The Contractor will not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Detailed Scope of Work, the Participating Entity will specify all performance and design criteria that such services must satisfy, and the costs associated with such services will be represented by including the appropriate tasks from the CTC. The Contractor will cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional. Shop drawings and other submittals related to the work designed or certified by such professional, if prepared by others, will bear such professional's written approval when submitted to the Project Manager. The Participating Entity will be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Participating Entity has specified to the Contractor all performance and design criteria that such services must satisfy. The Project Manager will review, approve, or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Detailed Scope of Work. The Contractor will not be responsible for the adequacy of the performance or design criteria required by the Detailed Scope of Work. The Participating Entity will have the right to provide, or designate a representative to provide, any architectural or engineering services necessary for completion of the Work.

J. CUTTING AND PATCHING.

1. The Contractor will be responsible for cutting, fitting, or patching required to complete the Detailed Scope of Work or to make its parts fit together properly.
2. The Contractor will not damage or endanger a portion of the work, or fully or partially completed construction of the Participating Entity or separate contractors, by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor will not cut or otherwise alter such construction by the Participating Entity or a separate contractor except with written consent of the Participating Entity and of such separate contractor. The Contractor will not unreasonably withhold from the Participating Entity or a separate contractor the Contractor's consent to cutting or otherwise altering the work.

K. CLEAN UP.

1. The Contractor will keep the Site and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Purchase Order. At completion of the work, the Contractor will remove from and about the Site all waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials.
2. If the Contractor fails to clean up, the Participating Entity may do so, and the cost thereof will be charged to the Contractor.

L. ACCESS TO THE WORK. The Contractor will provide the Project Manager access to the work at all times.

M. SUBCONTRACTORS.

1. The Contractor, as soon as practicable after award of the Purchase Order, will furnish in writing to the Project Manager the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the work. The Project Manager will promptly reply to the Contractor in writing stating whether or not, after due investigation, the Contractor has reasonable objection to any such proposed person or entity. Failure of the Project Manager to reply promptly will constitute notice of no reasonable objection.
2. The Contractor will not subcontract with a proposed person or entity with whom the Participating Entity or Project Manager has made reasonable and timely objection. Similarly, the Contractor will not be required to subcontract with anyone with whom the Contractor has made reasonable objection.
3. If the Participating Entity or Project Manager has reasonable objection to a subcontractor proposed by the Contractor, the Contractor will propose another to whom the Participating Entity or Project Manager has no reasonable objection.

N. COORDINATION WITH OTHER CONTRACTORS.

1. The Participating Entity reserves the right to perform construction or operations related to the Purchase Order with the Participating Entity's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site.
2. The Participating Entity will provide for coordination of the activities of the Participating Entity's own forces and of each separate contractor with the work of the Contractor, who will cooperate with them. The Contractor will participate with other separate contractors and the Participating Entity in reviewing their construction schedules when directed to do so. The Contractor will make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules will then constitute the schedules to be used by the Contractor, separate contractors, and the Participating Entity until subsequently revised.

O. PROPRIETARY RIGHTS, PATENT AND COPYRIGHT INFRINGEMENT.

1. Contractor will defend any action or proceeding brought against Sourcewell or any Participating Entity based on any assertion or claim that the Work, or any part thereof, or the operation thereof or use of the Work or any part thereof, constitutes infringement of any third party proprietary rights, trademark, patent or copyright, now or hereafter issued "Proprietary Rights." Contractor will defend, indemnify and hold harmless Sourcewell or any Participating Entity from and against all damages and costs, including attorney's fees, awarded against Sourcewell or Participating Entity or Contractor in any such action or proceeding. Contractor further agrees to keep Sourcewell and any Participating Entity informed of all developments in the defense of such actions or proceedings.
2. In the event a Participating Entity is enjoined from the completion of the Work, or any part thereof in connection with any claim of infringed proprietary rights, Contractor will at its sole expense take reasonable steps to procure the right or license to operate or use the Work. If Contractor cannot so procure the aforesaid right within a reasonable time, Contractor will then, promptly at Contractor's option and Contractor's expense and in consultation with the Participating Entity, (a) modify the Work so to avoid infringement of any Proprietary Rights; or (b) replace said Work with Work that does not infringe or violate any such Proprietary Rights.
3. Sections 1 and 2 above will not be applicable to any action or proceeding based on infringement or violation of a Proprietary Right (a) relating solely to a particular process or the product of a particular manufacturer specified by the Participating Entity and such processes or products are something other than that which has been offered or recommended by Contractor to the Participating Entity; or (b) arising from modifications to the Work by the Participating Entity or its agents after acceptance of the Work.

P. REQUESTS OF EXTENSION OF TIME.

1. The Purchase Order Completion Time will be extended for such reasonable time as the Project Manager may determine, if the Contractor is delayed at any time in the commencement or progress of the Detailed Scope of Work by:

- An act or neglect of the Participating Entity or its Project Manager, their employees, or agents
 - A separate contractor employed by the Participating Entity
 - Changes ordered in the work by the Participating Entity
 - Labor disputes or civil unrest
 - Fire
 - Unusual delay in deliveries
 - Unavoidable casualties or other causes beyond the Contractor's control
 - Other causes for which the Project Manager may determine justify a delay
2. The Contractor will not make any claim for damages for the delay in the performance of any Purchase Order occasioned by any act or omission of the Participating Entity, Project Manager, or any of their representatives; and agrees that any such claim will be fully compensated for by an extension of time as provided herein.

Q. PARTIAL OCCUPANCY OF TIME.

1. The Participating Entity may occupy or use any completed or partially completed portion of the work at any stage when it is consented to by the authorized public authorities having jurisdiction over the work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Participating Entity and the Contractor agree in writing to the conditions of such use, including payment and any other required terms. Consent of the Contractor to partial occupancy or use will not be unreasonably withheld.
2. Immediately prior to such partial occupancy or use, the Participating Entity, the Contractor and Project Manager will jointly inspect the area to be occupied or portion of the work to be used in order to determine and record the condition of the work.
3. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the work will not constitute acceptance of work that does not comply with the requirements of the Contract Documents.

R. PROTECTION OF PERSONS AND PROPERTY. The Contractor must take reasonable precautions for safety of, and will provide reasonable protection to prevent damage, injury, or loss to:

1. Employees on the work and other persons who may be affected thereby;
2. The work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and
3. Other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

The Contractor will erect and maintain, as required by existing conditions and performance of the Detailed Scope of Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Participating Entity and users of adjacent sites and utilities.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the work, the Contractor will exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor will promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Participating Entity or Project Manager or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations included herein.

The Contractor will designate a responsible member of the Contractor's organization at the Site whose duty will be the prevention of accidents. This person will be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Project Manager.

The Contractor will not permit any part of the construction or Site to be loaded in a manner that endangers safety.

S. HAZARDOUS MATERIALS.

1. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to lead based paint, asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor will, upon recognizing the condition, immediately stop the work in the affected area and report the condition to the Project Manager in writing.
2. The Participating Entity will obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Participating Entity will furnish in writing to the Contractor and Project Manager the

names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the Task of removal or safe containment of such material or substance. The Contractor and the Project Manager will promptly reply to the Participating Entity in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Participating Entity. If either the Contractor or Project Manager has an objection to a person or entity proposed by the Participating Entity, the Participating Entity will propose another to whom the Contractor and the Project Manager have no reasonable objection. When the material or substance has been rendered harmless, the work in the affected area will resume upon written agreement of the Participating Entity and Contractor. The Purchase Order Completion Time will be extended appropriately.

3. The Participating Entity will not be responsible for materials and substances brought to the Site by the Contractor unless such materials or substances were required by the Detailed Scope of Work.

T. TESTS AND INSPECTIONS.

1. Tests, inspections and approvals of portions of the work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction will be made at an appropriate time. Unless otherwise provided, the Contractor will make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Participating Entity, or with the appropriate public authority. The Contractor will give the Project Manager timely notice of when and where tests and inspections are to be made so that the Project Manager may be present for such procedures.
2. If the Project Manager, Participating Entity, or public authorities having jurisdiction determine that portions of the work require, through no fault of the Contractor, additional testing, inspection or approval, the Project Manager will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Participating Entity, and the Contractor will give timely notice to the Project Manager of when and where tests and inspections are to be made so that the Project Manager may be present for such procedures. Such costs will be at the Participating Entity's expense.
3. If such procedures for testing, inspection or approval reveal failure of the portions of the work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Project Manager's services and expenses will be at the Contractor's expense.
4. Required certificates of testing, inspection or approval will, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Project Manager.

5. If the Project Manager is to observe tests, inspections or approvals required by the Contract Documents, the Project Manager will do so promptly and, where practicable, at the normal place of testing.
6. Tests or inspections conducted pursuant to the Contract Documents will be made promptly to avoid unreasonable delay in the work.

U. PARTICIPATING ENTITY'S RIGHT TO STOP WORK AND COMPLETE WORK. A Participating Entity may order the Contractor to stop the work on any Purchase Order, or any portion thereof, at any time for any reason. If the Contractor has been ordered to stop the work, the Participating Entity may, without prejudice to other remedies, have the work completed by any available means.

V. SURVIVAL OF WORK. Any Purchase Order issued prior to the expiration of this Contract may survive after the expiration of this Contract. This means work may continue to be performed, payments may be made, and the guarantee period may continue.

W. WARRANTY. All work furnished under this Contract will be guaranteed against defective materials and workmanship, improper performance, and non-compliance with the Contract Documents for a period of one year after final acceptance of the work (Warranty Period); except as otherwise specified in other parts of the Contract Documents, or within such longer period of time as may be prescribed by law or provided by the manufacturer.

During the Warranty Period, the Contractor will repair and replace at Contractor's own expense, all work that may develop defects whether such defects may be inherent in the equipment or materials, in the functioning of the piece of equipment, or in the functioning and operation of pieces of equipment operating together as a functional unit. Any equipment or material that is repaired or replaced will have the Warranty period extended for a period of one year from the date of the last repair or replacement.

If the Contractor fails to repair, replace, rebuild, or restore such defective or damaged work promptly after receiving such notice, the Participating Entity will have the right to have the work done by others and to deduct the cost thereof from the monies owed to the Contractor. If the amount owed is insufficient to cover such costs, the Contractor will be liable to pay such deficiency on demand. The Project Manager's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective work when performed by one other than the Contractor will be binding and conclusive as the amount thereof upon the Contractor.

The Contractor must obtain all manufacturer's warranties and guarantees of all equipment and materials required by this Contract in the name of the Participating Entity.

IV. SCOPE AND PROCEDURE FOR ORDERING WORK

A. REGION. The Contractor will primarily perform work in the Region designated at the top of this Contract. However, if the parties agree, the Contractor may work in another area using its awarded Adjustment Factors and appropriate Construction Task Catalog. If a contractor does not have a contract for the area work in which the work is to be performed, but maintains more

than one contract with Sourcewell, it will use the contract that results in the lowest price for the Participating Entity.

B. SCOPE. Work will be offered to the Contractor only through an authorized Purchase Order issued in accordance with this Contract. Purchase Orders will contain the Detailed Scope of Work required for the Contractor to complete the Project for a Participating Entity. The Contractor will provide all pricing, management, incidental drawings, shop drawings, samples, documents, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete each Purchase Order. The Contractor will also be responsible for Site safety as well as Site preparation and cleanup during and after construction.

The Contractor is not guaranteed to receive a Purchase Order under this Contract.

C. CONTRACTOR SELECTION METHODOLOGY. After the Participating Entity has developed a draft Scope of Work, it will select a contractor using one of the following methods:

1. *Directly Selecting a Contractor*. Depending upon the procurement requirements of the Participating Entity, it may choose to directly select an available Sourcewell-contracted contractor, or
2. *Use of BidSafe to Select Contractor*. When p available for the Project, the Participating Entity may use Gordian's BidSafe to issue a Request for Quotation to two or more contractors in order to determine the award of a Purchase Order. The use of BidSafe will be subject to Gordian's BidSafe requirements.

D. PURCHASE ORDER COMPLETION PROCESS. Upon selection of a contractor as described in Section C. above, the Participating Entity and Gordian will work with the Contractor to complete the following:

1. JOINT SCOPING MEETING. The Contractor will attend the Joint Scope Meeting with the Participating Entity and Gordian to discuss, at a minimum:
 - a. The general Scope of Work
 - b. Alternatives for performing the work and value engineering
 - c. Access to the Site and protocol for admission
 - d. Hours of operation
 - e. Staging area
 - f. Requirements for professional services, sketches, drawings, and specifications
 - g. Construction schedule
 - h. Requirement for bonding
 - i. The presence of hazardous materials
 - j. Date on which the Proposal Package is due
2. DETAILED SCOPE OF WORK. Upon completion of the joint scoping meeting, Gordian, the Participating Entity, and the Contractor will work together to create a Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Detailed Scope of Work will be the basis on which the Contractor will develop its Proposal Package. The Contractor

does not have the right to refuse to perform any task or any work in connection with a particular Project.

3. REQUEST FOR PROPOSALS. Upon completion of the Detailed Scope of Work, the Participating Entity will issue a Request for Proposal to the Contractor. The Contractor will use Gordian's IQCC System to prepare its Price Proposal.
4. PROPOSAL PACKAGE CONTENTS. Upon issuance of the Participating Entity's Request for Proposal, the Contractor will create a Proposal Package that includes:
 - a. Price Proposal: The Price Proposal will be based on the following:
 - 1) *Pre-Priced Tasks*: Pre-Priced tasks described, and for which a Unit Price is set forth, in the CTC. The Contractor will identify the Task and the quantities required.
 - 2) *Non-Pre-Priced Tasks*: A Non Pre-priced Task is a task that is not in the CTC.
 - a) For Non Pre-Priced Work Performed with the Contractor's Own Forces: The Contractor will submit three independent quotes for all materials to be installed and will provide a breakdown of the labor and equipment costs.

The final price submitted for Non Pre-Priced Tasks will be according to the following formula, and each Non Pre-Priced Task must be supported with the necessary back-up documents including the calculation below:

- i. The hourly rate for each trade classification not in the CTC multiplied by the quantity.
- ii. The rate for each piece of Equipment not in the CTC multiplied by the quantity.
- iii. Lowest of three independent quotes for all materials.

Total Cost for Non-Pre-Priced Tasks performed by contractor's own forces = (i + ii + iii) x Non-Pre-Priced Adjustment Factor.

b) For Non-Pre-Priced Work performed through a Subcontractor: The Contractor must submit three independent bids from Subcontractors. The Contractor may not submit a quote or bid from any supplier or Subcontractor that the Contractor is not prepared to use during the Project. The Participating Entity may require additional quotes and bids if the suppliers or Subcontractors are not acceptable or if the prices are not determined to be reasonable. If the Contractor cannot obtain three quotes or bids, the Contractor will provide this information in writing to the Sourcewell Participating Entity for review and approval.

The final price submitted for Non Pre-Priced Work performed through a Subcontractor will be the lowest of three Subcontractor quotes.

The Total Cost for Non-Pre-priced Tasks performed by Subcontractors = Lowest of Three Subcontractor Quotes X Non-Pre-Priced Task Adjustment Factor.

At the discretion of Gordian, Non-Pre-Priced Tasks, as well as other Tasks, may be added to the CTC during the course of the Contract. Unit prices will be established based on actual quotes from material suppliers and installers and fixed as a permanent Pre-priced Task in the CTC.

Gordian's determination as to whether an item is a Pre-Priced Task or a Non-Pre-Priced Task will be final, binding and conclusive as to the Contractor.

The means and methods of construction will be such as the Contractor may choose; subject however, to the Participating Entity's right to reject means and methods proposed by the Contractor that: Will not produce finished work in accordance with the terms of the Contract; or Unnecessarily increases the price of the Purchase Order when alternative means and methods are available.

- 3) *Additional Costs.* In the event the Contractor is required to work within a secured facility where labor, material, and equipment must be inspected to pass through a secured perimeter, and all work must be constantly monitored by facility personnel, such as a prison, the Contractor will be paid for the labor time lost as a result of such perimeter inspection, as well as any loss of time resulting from a temporary shut down of the work site required by the facility, such as a temporary shut down to move prisoners.

The value of the Price Proposal will be calculated by summing the total of the calculations for each Pre-Priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Pre-Priced Tasks.

- b. Incidental drawings, sketches, or specification information,
- c. Quantity take-offs supporting all material quantities,
- d. Catalog cuts providing information on materials or products, as specifically requested,
- e. The list of known Subcontractors,
- f. Construction schedule,
- g. Back-up data for any Non-Pre-Priced Tasks (identified above),
- h. Warranty information on special equipment or materials, and
- i. Other such documentation as the Participating Entity may require.

By submitting a Price Proposal to the Participating Entity, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price it submits. It is the Contractor's responsibility to include the necessary tasks and quantities in the Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Participating Entity. However, when trade jurisdiction rules or small quantities, the cost of a minor task in the Price Proposal is less than the cost of the actual labor and material to perform such task, the Participating Entity may permit the Contractor to be paid for such task as a Non-Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. Provided that there is no other work for that trade on the Project or other work

for that trade cannot be scheduled at the same time and the final charge does not exceed \$5,000.

E. WAGE RATES AND GOALS REQUIRED BY LAW. If other wage rates are required by law (such as prevailing wage), the Contractor must pay such wages to all workers in accordance with the applicable laws. If the Work is performed in whole or in part using federal funding, then the Davis Bacon Wages for that area will apply.

The wage rates used in the CTC were the prevailing wage rates, if any, in effect at the time the IFB was issued. If prevailing wage rates are revised prior to completion of the Project, the revised rate will apply to this Contract from the effective date of such revision; however, such revision will not entitle Contractor to any increased compensation under the terms of the Contract.

The Contractor must meet any goals or requirements established by the Participating Entity ordering the work, and/or satisfy the intent of said goals or requirements, with regard to small, local, minority, women, veteran or disadvantaged business enterprises. Additional participation goals may be incorporated into the detailed scope of work.

F. TIME FOR SUBMITTAL OF THE PROPOSAL PACKAGE.

1. The Proposal Package will be submitted by the date indicated on the Request for Proposal. All incomplete Proposal Packages will be rejected. The time allowed for preparation of the Proposal Package will depend on the complexity and urgency of the Project but should average between seven and fourteen days. On complex Projects, such as those requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
2. In emergency situations and for Projects requiring immediate completion, the Proposal Package may be required quickly and the due date will be so indicated on the Request for Proposal or, the Contractor may begin work immediately, with the paperwork to follow.
3. If the Contractor fails to meet the deadline for submittal of the Proposal Package, this may be reason to suspend issuance of this particular Purchase Order.
4. If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Proposal Package, the request must be submitted so that the submittal of the Proposal Package is not delayed.

G. REVIEW OF THE PROPOSAL PACKAGE.

1. Gordian and/or the Participating Entity will evaluate the Price Proposal by evaluating the nature and number of Tasks proposed against the agreed upon Detail Scope of Work and will determine the reasonableness of approach. Furthermore Gordian or the Participating Entity may compare the Price Proposal to the cost estimate for the Detailed Scope of Work. Gordian or the Participating Entity reserves the right to reject a

Price Proposal based on unjustifiable/unsupported (with take off details) quantities and/or Tasks, schedule, inadequate documentation, or for any other reason.

2. If Gordian and/or the Participating Entity finds any part of the Price Proposal unacceptable, Gordian or the Participating Entity may request the Contractor to re-submit its Price Proposal or cancel the Project. The Contractor is expected to submit correct Price Proposals the first time. Adjustments to the Price Proposal may occasionally need to be made after review by Gordian and the Participating Entity. In that event, Gordian may permit the Contractor to submit the first Price Proposal and a second Price Proposal for each Purchase Order.
3. Additionally, Gordian and/or the Sourcewell Participating Entity will evaluate all other components of the Proposal Package and may request revisions thereto.
4. Requested revisions to any and all of the Proposal Package components should be made by the Contractor and resubmitted in no more than three working days. If after the second review by Gordian and/or the Participating Entity, Gordian and/or the Participating Entity finds requested revisions to the Proposal Package that were not made, this may be reason to suspend that particular Purchase Order.
5. Failure by the Contractor to submit Proposal Packages, and revisions thereto, in a timely manner (within time frames described above) is grounds for suspension of all future Purchase Orders.
6. The Participating Entity reserves the right to obtain Price Proposals from any or all of the contractors awarded an IQC contract.
7. If the Contractor continues to submit Price Proposals that are rejected by Gordian, Sourcewell may declare the Contractor in default and initiate termination of the Contract.

H. DELIVERY OF THE PROPOSAL PACKAGE. After Gordian reaches an agreement with the Contractor on the Proposal Package and any requested revision thereto, if applicable, Gordian will assemble and deliver the Proposal Package for the Participating Entity's consideration.

If the Contractor submits a Proposal Package with inaccurate Adjustment Factors, the Contractor waives all rights to any further compensation above the Purchase Order Price submitted in the Proposal Package.

The Contractor cannot delay submission of the Proposal Package past the due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor must use the Adjustment Factors that would have been in effect without the delay.

I. REVIEW OF THE PROPOSAL PACKAGE BY THE PARTICIPATING ENTITY AND ISSUANCE OF PURCHASE ORDER.

1. The Participating Entity will evaluate the entire Proposal Package.

2. The Participating Entity may reject a Proposal Package for any reason.
3. The Participating Entity may request changes to or clarifications of any part of the Proposal Package. A Participating Entity may also require a certificate of insurance or labor, material payment, or performance bonds. The Contractor and Gordian will work together to make any requested revisions in a timely manner and resubmit a revised Proposal Package.
4. Upon approval of the Proposal Package by the Participating Entity, the Participating Entity may issue a signed Purchase Order, Notice of Award, or similar document accepting the Contractor's offer. The document will include:
 - a) Reference to the Detail Scope of Work
 - b) The Purchase Order Price
 - c) Start date, Purchase Order Completion Time (duration) and completion date
 - d) Whether liquidated damages will apply
5. Once the Contractor accepts the Purchase Order, the Contractor may not refuse to perform the work. Such actions may be grounds for termination of this Contract or other disciplinary action at the option of Sourcewell.
6. If performance and payment bonding is required, or if a separate and/or special insurance certificate is required, the Contractor will deliver such requirement to the Participating Entity within 10 days of notification of the requirement.
7. Within two business days of receipt of a Purchase Order from an Agency, the Contractor must provide notification to Gordian by forwarding a copy of the Purchase Order to Gordian.
8. Within two business days of receiving initial payment from an Agency, the Contractor must provide notification to Gordian of the initial payment by forwarding a copy of the submitted invoice to Gordian.

J. CHANGES TO THE SCOPE OF WORK.

1. The Participating Entity reserves the right to make, in writing, at any time during the work, changes in the Detailed Scope of Work as are necessary to satisfactorily complete the Project, and to delete in whole or in part, or to add to, the Detailed Scope of Work. Such changes, deletions, or additions will not invalidate the Contract or the Purchase Order nor release the surety, if any, and the Contractor agrees to perform the work as altered.
2. All changes, deletions, and additions to the Detailed Scope of Work will be reflected in a Supplemental Purchase Order developed and priced in accordance with the procedure for developing and approving all Price Proposals.

K. PUNCH LIST COMPLETION.

1. The Contractor understands and agrees that time is of the essence in closing out the work of each Purchase Order under this Contract. Upon Substantial Completion of the work, the Punch List will be transmitted to the Contractor from the Participating Entity. The Contractor agrees to begin performance of Punch List Work immediately after receipt of the Punch List.
2. Failure of the Contractor or its Subcontractors to begin the Punch List Work within three business days after receipt of the Punch List will be construed as failure to prosecute the work of the Contract.
3. Punch List Work will be continuously prosecuted once begun and completed within 30 Days from the receipt of the Punch List. Should the Contractor fail to complete the Punch List within this period of time, the liquidated damages as identified in by the Participating Entity's Purchase Order will apply.

L. BONDS: PAYMENT AND PERFORMANCE OR MATERIAL AND WORKMANSHIP. If required by the Participating Entity for a particular Purchase Order, the Contractor will deliver a Labor and Material Payment Bond and a Performance Bond in the amount of such Purchase Order. If required by the Participating Entity for a particular Purchase Order, the Contractor will deliver Material and Workmanship Bonds in the amount required by the Participating Entity. The bonds must be in a form, and executed by a surety, acceptable to the Participating Entity. The bonds must be received before the Notice to Proceed will be issued. The Contractor will be compensated for the cost of the bonds up to 2% of the Work Order Price through the Reimbursable Fee work task in the Construction Task Catalog. The Contractor will apply a 1.1000 Adjustment Factor to the Reimbursable Fee work task rather than applying the Contractor's competitively bid Adjustment Factor.

M. TERMINATION OF ORDERS. Participating Entities may terminate a Purchase Order, in whole or in part, immediately upon notice to the Contractor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the work
2. Federal or state laws or regulations prohibit the work
3. The Contractor commits any material breach of this Contract or Purchase Order

N. PURCHASE ORDER GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's Purchase Order will be determined by the Participating Entity.

V. ADJUSTMENT FACTORS AND PAYMENTS

A. PREVAILING WAGE RATES AND PARTICIPATION REQUIREMENTS. When applicable, the Contractor will be responsible for paying prevailing wages to all workers in accordance with the applicable laws; and the wage rates in the CTC will be the prevailing wage rates. If the state in which the work is located revises its prevailing rate of hourly wages prior to completion of the

Project, the revised rates will apply to this Contract from the effective date of the revision; however, any such revision will not entitle the Contractor to any increased compensation under the terms of this Contract.

If other wage rates are required by law, the Contractor must pay those wages to all workers in accordance with the applicable laws. If the Purchase Order is performed in whole or in part using federal funding, then the Davis Bacon Wages for that area will apply.

B. CONSTRUCTION TASK CATALOG (CTC) UPDATE. The CTC issued with this Solicitation will be in effect for the first year of the Contract. On the anniversary of the Contract award date, a new CTC will be furnished. The new CTC will be effective for the following twelve (12) month extension period. The new CTC will only apply to Work Orders issued after the effective date of the applicable contract extension and shall have no impact on Work Orders issued prior to the effective date of the applicable contract extension.

C. ECONOMIC PRICE ADJUSTMENT. Upon request by the Contractor, or upon the initiative of Gordian, the Contractor's Adjustment Factors may be updated at the time of the periodic extension of this Contract.

1. The Contractor's Adjustment Factors will be calculated according to the following:
 - a. A Base Year Index will be calculated by averaging the 12 month Construction Cost Indices for the average of the 20 cities published in the *Engineering News Record* for the 12 months immediately prior to the month of the Solicitation (e.g., for an April solicitation, the Base Year Index will be April of the prior year to March of the Solicitation year).
 - b. A Current Year Index will be calculated by averaging the 12 month Construction Cost Indices for the average of the twenty cities published in the *Engineering News Record* for the 12 months beginning with the month of anniversary of the Solicitation (e.g., for an April solicitation, the Current Year Index will be April of the prior year to March of the current year).
 - c. The Economic Price Adjustment will be calculated by dividing the Current Year Index by the Base Year Index.
 - d. The Contractor's original Adjustment Factors will be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.
 - e. Averages will be obtained by summing the 12-month indices and dividing by 12.
 - f. All calculations in this article will be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules will be used for rounding:
 - The fourth decimal place will be rounded up when the fifth decimal place is five or greater.

- The fourth decimal place will remain unchanged when the fifth decimal place is less than five.
2. *Engineering News Record* occasionally revises indices. *Engineering News Record's* Construction Cost Indices used in the calculations described above will be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an *Engineering News Record* revision. Revised Construction Cost Indices, if any, will be used in subsequent calculations.

D. PARTIAL PAYMENTS.

1. The Contractor may submit a monthly Application for Payment for Work completed to date. The Contractor will submit Certified Payroll Records, and such other supporting documentation as may be required by the Project Manager. The Contractor may be required to submit Certified Payroll Records online. The Project Manager will inspect the work within a reasonable time and the Participating Entity will make partial payments to the Contractor based on the approved value of completed work.
2. As permitted by the law or policy of the Participating Entity, the Participating Entity may withhold retainage per purchase order until completion of the Project.
3. The Contractor must promptly pay each Subcontractor, upon receipt of payment from the Participating Entity, out of the amount paid to the Contractor on account of such Subcontractor's portion of the work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the work. The Contractor will, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its sub-Subcontractors in a similar manner.

E. FINAL PAYMENTS.

1. The Contractor will notify the Project Manager when the Detailed Scope of Work is complete and ready for final inspection. The Project Manager will promptly make such inspection. If the Project Manager finds the Detailed Scope of Work complete and all final documentation submitted, the Project Manager will notify the Contractor that a final Application for Payment may be submitted.
2. The Contractor may then submit a final Application for Payment. The Contractor will submit Certified Payroll Records and such supporting documentation as may be required by the Project Manager. The Participating Entity will make final payment to the Contractor.
3. Acceptance of final payment by the Contractor, a Subcontractor or material supplier will constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

VI. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. The Contractor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell and Gordian if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell, Gordian, and Participating Entity inquiries; and
- Business reviews with Sourcewell, Gordian, and Participating Entities, if applicable.

B. BUSINESS REVIEWS. The Contractor must perform a minimum of one business review with Sourcewell and Gordian per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

VII. CONTRACT ACTIVITY REPORT AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT ACTIVITY REPORT. The Contractor must report contract activity within eGordian and complete all required fields.

The Report must contain the following fields related to Purchase Orders received from Participating Entities:

- Participating Entity Name,
- Participating Entity's Complete Address,
- Sourcewell Assigned Participating Entity Number,
- Brief Description of the work,
- Transaction Date,
- Total Sales Amount, and
- Applicable Sourcewell Contract Number.

B. ADMINISTRATIVE FEE. The Contractor must pay an administrative fee in exchange for the administration of the contracts by Sourcewell and Sourcewell's contract administrator, Gordian.

If the Contract is utilized by Entities, the Contractor agrees to pay Gordian a 7.50% administrative fee. Unless otherwise agreed with Gordian, Contractor shall make progress payments for the administrative fee in proportion to the percentage of construction completed to be invoiced at milestones reasonably established by Gordian. Contractor shall pay all Gordian invoices within thirty (30) days of date of invoice and payment will be sent as specified by Gordian. Administrative Fees not paid by the specified deadline shall bear an interest rate of 1.5% per month until paid. The Contractor shall keep Gordian reasonably informed of the construction status of each active construction project, which shall include responding to Gordian inquiries regarding construction status within 5 days. Additionally, the Contractor shall:

- Within two business days of receipt of a Purchase Order from an Agency, the Contractor must provide notification to Gordian by forwarding a copy of the Purchase Order to Gordian.
- Within two business days of receiving initial payment from an Agency, the Contractor must provide notification to Gordian of the initial payment by forwarding a copy of the submitted invoice to Gordian.

Sourcewell designates Gordian as its contract administrator. The Administrative Fee payments must be made payable to The Gordian Group and sent to the following address:

The Gordian Group, Inc.
PO Box 74008498
Chicago, IL 60674-8498

In order to audit this section, Sourcewell or Gordian may request records from the Contractor for all work performed under this Contract. If a discrepancy exists between the actual activity and the Administrative Fees paid, Gordian will provide written notification to the Contractor of the discrepancy and allow the Contractor 10 days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of Sourcewell or Gordian, Sourcewell or Gordian reserve the right to engage a third party to conduct an independent audit of the Contractor's records. In the event the Contractor is found not to be in compliance with this Contract, the Contractor will reimburse Sourcewell or Gordian for the cost and expense related to such audit.

In the event the Contractor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any bid or proposal submitted by the Contractor to a Sourcewell or a Participating Entity. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

C. TAXES. The Contractor will pay all sales, consumer, use and other similar taxes required by law for which a valid exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services, or other items purchased in connection with a Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation therefor

VIII. ADDITIONAL TERMS

A. SURVIVAL OF TERMS. The following Articles of these General Terms and Conditions survive the expiration or cancellation of this Contract: III. A, C, O, V, and W; IX; XIII; and XV.

B. ASSIGNMENT. Neither the Contractor nor Sourcewell may assign or transfer any rights, interest, or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement.

C. AMENDMENTS. Any amendment of, including extension to, this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

G. SEVERABILITY. If the Contract Documents contains any unlawful provision not an essential part of the Contract Documents and which will not appear to have been a controlling or material inducement to the making thereof, the same will be deemed of no effect and will, upon notice by either party, be deemed stricken without affecting the binding force of the remainder.

H. GRATUITIES. As it relates to this Contract, or any of the Contractor's efforts to secure this Contract or any of the work that may be offered or assigned hereunder, the Contractor is prohibited from offering or giving gratuities or favors, of any form, to Sourcewell, Gordian, or Participating Entities, including any of their representatives or agents.

Sourcewell may immediately cancel this Contract and notify proper authorities in the event Sourcewell determines that the Contractor or any of its agents offered or gave gratuities or favors of any form, including but not limited to: entertainment, gifts, cash, promise or forgiveness, or any other form of gratuity or favor to any employee or agent of Sourcewell, Gordian, or the Participating Entity.

IX. LIABILITY

The Contractor must indemnify, save, and hold Sourcewell, Gordian, and Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Contractor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the work performed and any products provided under this Contract to the extent the work has been used according to its specifications and Project.

X. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Contractor relevant to this Contract for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. The Contractor must provide verifiable documentation and tracking in a timely manner.

XI. GOVERNMENT DATA PRACTICES

The Contractor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell or Gordian under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract.

XII. MARKETING

A. **MARKETING.** The Contractor must adhere to the following when preparing marketing materials and web sites, and in the use of trademarks and service marks:

1. The Contractor will include the Sourcewell logo and website address on all marketing materials and web sites that mention this Contract or have any relation to this Contract.
2. The Contractor will include Gordian's eziQC logo, website address (www.eziQC.com), and eziQC® telephone number (888-993-9472) on all marketing materials and web sites that mention this Contract.
3. The Contractor is authorized to use Sourcewell's and Gordian's names, logos, trademarks, service marks and other provided materials solely for the presentation and promotion of the availability and use of this Contract to Participating Entities.
4. All publicity and marketing materials must be coordinated with and approved by Sourcewell.
5. The Contractor must not claim that Sourcewell or Gordian endorses its work or services.
6. The Contractor must avoid all conflicts of interest with the promotion of this Contract to any Participating Entity.

XIII. GOVERNING LAW, JURISDICTION, AND VENUE

This Contract, between the Contractor and Sourcewell, will be governed by Minnesota substantive and procedural law. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

For any action or claim between the Participating Entity and the Contractor, the governing law and venue will be determined by the Participating Entity accessing this Contract.

XIV. FORCE MAJEURE

Neither party will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party delaying or defaulting under this provision must provide the other party prompt written notice of the delay or default.

XV. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then the parties will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

XVI. PERFORMANCE, DEFAULT AND REMEDIES, AND LIQUIDATED DAMAGES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues. The resolution process is as follows:

1. *Notification*. The Parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, the Parties will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of the Parties.
2. *Escalation*. If Parties are unable to resolve the issue in a timely manner, as specified above, the Parties may escalate the resolution of the issue to a higher level of management within their organization. The Contractor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Contractor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Contractor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Contractor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity Purchase Order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate this Contract or any portion thereof, including any orders issued against the Contract.

C. LIQUIDATED DAMAGES. The Participating Entity may assess liquidated damages for each day after the Purchase Order Completion Time in the Detailed Scope of Work is not complete. It is understood and agreed by and between the Contractor, Sourcewell, and the Participating Entity, that time is of the essence in all matters relating to Liquidated Damages.

The liquidated damages will be determined on a Purchase Order by Purchase Order basis.

XVII. INSURANCE

A. REQUIREMENTS. At its own expense, the Contractor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State where the Project is located. Participating Entities must follow their own laws and practices regarding insurance requirements; and may require

additional coverage or limits. Each policy must have an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.* Workers' Compensation: As required by any applicable law or regulation in the state in which the Project is located. Employer's Liability Insurance must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident
\$500,000 policy limit for bodily injury by disease
\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* The Contractor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (ISO) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for Products-Completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, the Contractor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must comply with the motor vehicle laws of the state in which the Project is located and apply to the use in connection with the work in the Contract Documents. The terms must be no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$2,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, the Contractor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *All Risk Builders Risk Insurance.* Where specifically required in the Detailed Scope of Work, the Contractor will provide, before the Purchase Order is issued, Builders' Risk

Insurance in an amount at least equal to the Purchase Order Price in a form and by a carrier acceptable to the Participating Entity. The cost of such Builders Risk Policy will be reimbursed to the Contractor as a reimbursable task.

6. *Pollution Liability Insurance.* If a Project involves asbestos abatement encapsulation or other activities involving hazardous materials, the Contractor, Subcontractor or other party responsible for such work will procure and maintain a liability insurance policy issued to and covering the liability, of the Contractor, Subcontractor or other party engaged in the removal, or handling of hazardous materials, for bodily injury, illness, sickness or property damage caused by exposure.

Minimum Limits:

\$2,000,000 per occurrence

\$2,000,000 aggregate.

The cost of Pollution Liability Insurance is included in the Unit Prices and will not be reimbursed separately.

Failure of the Contractor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default, or the Participating Entity cancel the Purchase Order for default.

If at any time any of the above-required insurance policies should be cancelled, terminated, or modified so that insurance is not in effect as above required, then, if Sourcewell will so direct, the Contractor will suspend performance of the work. If the work is suspended, no extension of time to complete the work will be due. If the work is not suspended, then Sourcewell or the Participating Entity may, at its option, obtain insurance affording coverage equal to that above required, the cost of such insurance to be payable by the Contractor.

Should the awarded Contractor retain a Subcontractor to perform any of the services mentioned herein, it is the Contractor's responsibility to ensure that the Subcontractor(s) maintains the same types of insurance coverage in accordance with the requirements and amounts indicated herein.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, the Contractor must furnish to Sourcewell a certificate of insurance, as evidence of the Workers' Compensation, General Liability, Commercial Automobile, and Umbrella insurance required under this Contract. A Participating Entity may require a Certificate of Insurance as evidence of additional coverages it requires. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or emailed to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Contractor.

Failure to request certificates of insurance by Sourcewell, or failure of the Contractor to provide certificates of insurance, in no way limits or relieves the Contractor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. The Contractor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Contractor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of the Contractor, and products and completed operations of the Contractor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. The Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, the Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

XVIII. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

The Contractor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract, Contractor declares bankruptcy, the Contractor must immediately notify Sourcewell in writing.

The Contractor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government; or any Participating Entity. The Contractor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. The Contractor further warrants that it will provide immediate written notice to Sourcewell if there is a threat of change to any of these certifications.

XIX. UNITED STATES FEDERAL REQUIREMENTS

From time to time, Participating Entities may use United States federal grant or FEMA funds for work under this Contract and may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications.

The following list only applies when a Participating Entity intends to fully or partially fund the Project with United States federal money; and the Contractor will comply with all United States

federal laws and regulations when working on or completing a Project, including, but not limited to, the following.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby

incorporated by reference into this Master Agreement. Supplier certifies that during the term of an award for all agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Master Agreement will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after

grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Master Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier is not to use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

XX. **CONTRACT SUSPENSION OR TERMINATION**

A. Sourcewell may, in Sourcewell's discretion:

1. Terminate this Contract for any reason upon 60 days' prior written notice to the Contractor;
2. Suspend the Contractor for violation of the terms of this Contract, and prohibit the Contractor during such suspension from submitting Price Proposals with respect to the Projects of Sourcewell and the Projects of any one or more Sourcewell member; or
3. May immediately terminate the Contract, if the Contractor:
 - a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - b. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - d. Otherwise is guilty of material breach of a provision of the Contract Documents.

B. In the event of Contract termination, if an unpaid balance of one or more Purchase Orders exceeds the costs of finishing the work, such excess will be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor will pay the difference to Sourcewell.

C. A Participating Entity has no authority to unilaterally terminate this Contract between Sourcewell and the Contractor.

Remainder of Page Intentionally Left Blank.

EXHIBIT “J”

**INDEFINITE QUANTITY CONSTRUCTION CONTRACT TECHNICAL
SPECIFICATIONS CSI DIVISIONS 01 – 46 2023**

The technical specifications are incorporated by reference, is not attached hereto, and is available at:

<https://files.sourcewell.org/public/Shared%20Documents/Solicitations/10794/Solicitation%20Documents/Technical%20Specifications.pdf>

EXHIBIT "L"

WORK ORDER

The work order is attached and incorporated herein.

Work Order Signature Document

EZIQC Contract No.: CA-R8-E-101723-AEL

New Work Order **Modify an Existing Work Order**

Work Order Number.: 142800.00 Work Order Date: 12/15/2025

Work Order Title: Redondo Beach Performing Arts Center Electrical Project

Owner Name: Redondo Beach Public Works Contractor Name: ABM Electrical & Lighting Solutions Inc.

Contact: Michael Klein Contact: Nate Piorek

Phone: 310-318-0686 Phone: (949) 330-3049

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-E-101723-AEL.

Brief Work Order Description:

Electrical

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: Will not apply:

Work Order Firm Fixed Price: \$306,789.16

Owner Purchase Order Number:

Approvals

Redondo Beach Public Works Date

ABM Electrical & Lighting Solutions Inc. Date

Detailed Scope of Work

To: Nate Piorek
 ABM Electrical & Lighting Solutions Inc.
 14201 Franklin Avenue
 Tustin, CA 92780
 (949) 330-3049

From: Michael Klein
 Redondo Beach Public Works
 531 N Gertruda Ave
 Redondo Beach, CA 90277
 310-318-0686

Date Printed: December 15, 2025

Work Order Number: 142800.00

Work Order Title: Redondo Beach Performing Arts Center Electrical Project

Brief Scope: Electrical

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Redondo Beach Performing Arts Center
 c/o City of Redondo Beach
 415 Diamond St
 Redondo Beach, CA 90277

Attn: Michael Klein
 Re: Performing Arts Center UPS replacement

Redondo Beach Performing Arts Center UPS Upgrade

- Work to be performed at prevailing wage 1st shift, Los Angeles County
- Demo, dispose of and haul away existing equipment (Disposal of hazardous materials per EPA requirements)
- Install Meyers UPS per job walk and below city provided specification

1-D-6-S(15)-BE5002-BA2003-NA2008-C-M(BBM)-Z- BAC-BCF

ILLUMINATOR SERIES CIII(FAST TRANSFER), RATING : 16700 VA/W, INPUT:120/208VAC, 3PH, 60HZ, 4W+G, OUTPUT:120/208VAC, 3PH, 60HZ, 4W+G, REQUIRED INPUT FEED BREAKER IS 70A, 3- POLE, BATTERY:S(15) - STANDARD (VRLA), RUN TIME:90 MINUTES, W: 90", H 64", D: 25", 412

- 15 YEAR PRORATED WARRANTY BATTERIES (1 YEAR FULL / 14 YEARS PRORATED)
- TOP MOUNT ENCLOSURE
- BE5002 - TWO OUTPUT CIRCUIT BREAKERS 50A, 3-POLE NORMALLY ON
- OCB-50A, 3P
- NA2008 - EIGHT OUTPUT CIRCUIT BREAKERS 20A, 1-POLE NORMALLY OFF @ 120VAC
- (8) OCB-20A, 1P
- BA2003 - THREE OUTPUT CIRCUIT BREAKERS 20A, 1-POLE NORMALLY ON @ 120VAC
- OCB-20A, 1P

Detailed Scope of Work Continues..

Work Order Number: 142800.00

Work Order Title: Redondo Beach Performing Arts Center Electrical Project

- C - STATUS MONITORING CONTACTS - DRY FORM C CONTACT SET INCLUDES SUMMARY ALARM, INVERTER ON, INVERTER OFF, UTILITY PRESENT, HIGH TEMPERATURE AND ON BYPASS NOTE: ON BYPASS IS INCLUDED WITH MBYP OPTION ONLY
- INTERNAL MAINTENANCE BYPASS (BREAK-BEFORE- MAKE INTERNAL)
- Z - SEISMIC BRACING (SEISMIC CERTIFIED TO IBC 2015, ASCE 7-10 & ACI 3-11 OCCUPANCY CATEGORY III / SITE CLASS D). NOTE: SEISMIC MOUNTING INCREASES SYSTEM FOOTPRINT FROM WHAT IS NOTED ABOVE. CONTACT FACTORY FOR DETAILED SEISMIC MOUNTING DRAWING.
- Meyers Manufacturer Startup & same day training - Increase electronics warranty to 2 years plus 3 ADDITIONAL YEARS OF ELECTRONICS WARRANTY.

Electronics warranty includes parts, labor & travel.

- Test and Commission System in accordance with manufacturer procedure
- Provide customer with training upon commissioning
- Manufacturer training commissioning for 1day onsite, plus manufacturer customer support online/phone
- Exclusions
- Data line installation and connections are not included.
- Engineered drawings, plans set or stamped blueprints not included
- Existing electrical infrastructure repairs excluded
- Permitting excluded

Material Lead time 8-10 weeks

Project Scheduleing 2 weeks

Project duration 2 seeks

Tariff Note:

In the event of a Change in Law that materially affects ABM's performance of its obligations under this Agreement, increases the cost of performance, or affects the timing or feasibility of an obligation under this Agreement, ABM shall be entitled to an equitable adjustment of the contract price, schedule, or other relevant terms. For the purposes of this Agreement, a "Change in Law" shall mean (i) the enactment, adoption, promulgation, modification, or repeal of any applicable law, regulation, rule, ordinance, code, or standard by any governmental authority after the Effective Date; or (ii) any change in the interpretation or application of any applicable law by any governmental authority after the Effective Date.

Subject to the terms and conditions of EZIQC Contract **CA-R8-E-101723-AEL**.

Detailed Scope of Work Continues..

Work Order Number: 142800.00

Work Order Title: Redondo Beach Performing Arts Center Electrical Project

ABM Electrical & Lighting Solutions Inc.

Date

Redondo Beach Public Works

Date

Contractor's Price Proposal - Summary

Date: December 15, 2025

Re: IQC Master Contract #: CA-R8-E-101723-AEL
Work Order #: 142800.00
Owner PO #:
Title: Redondo Beach Performing Arts Center Electrical Project
Contractor: ABM Electrical & Lighting Solutions Inc.
Proposal Value: \$306,789.16

Section - 01	\$43,562.18
Section - 05	\$398.62
Section - 13	\$1,965.34
Section - 23	\$12,505.19
Section - 26	\$248,357.83
Proposal Total	\$306,789.16

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: December 15, 2025

Re: IQC Master Contract #: CA-R8-E-101723-AEL
 Work Order #: 142800.00
 Owner PO #:
 Title: Redondo Beach Performing Arts Center Electrical Project
 Contractor: ABM Electrical & Lighting Solutions Inc.
 Proposal Value: \$306,789.16

Sect.	Item	Mod.	UOM	Description	Line Total		
Labor	Equip.	Material	(Excludes)				
Section - 01							
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$6,604.07		
			Installation	Quantity 6,003.70 x	Unit Price 1.00 x	Factor 1.1000 =	Total 6,604.07
				Bonding 2% x 300,185.09 = 6003.70			
2	01 22 20 00 0010		HR	Electrician For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$4,075.44		
			Installation	Quantity 32.00 x	Unit Price 129.97 x	Factor 0.9799 =	Total 4,075.44
				Troubleshoot existing electrical system, review electrical plans provided by customer and create shop drawings for installation. 2 men 2 days.			
3	01 22 20 00 0010 0001			For Foreperson, Add	\$101.91		
			Installation	Quantity 16.00 x	Unit Price 6.50 x	Factor 0.9799 =	Total 101.91
4	01 22 20 00 0013		HR	Equipment Operator, Crane Group 3 For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$4,118.40		
			Installation	Quantity 32.00 x	Unit Price 131.34 x	Factor 0.9799 =	Total 4,118.40
				Rigging and safety team for heavy equipment lift. 4 men 1 day			
5	01 22 20 00 0030		HR	Laborer For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,261.42		
			Installation	Quantity 32.00 x	Unit Price 104.01 x	Factor 0.9799 =	Total 3,261.42
				Stairwell Logistics to carry (80) old batteries and disassembled cabinets 50lbs ea. up stairs for disposal, 2 men 2 days			
6	01 22 20 00 0077		HR	Manufacturer Technical Advisor For oversight of installation of special manufactured equipment. Advisor to be requested by and cost to be approved by Owner only.	\$1,567.84		
			Installation	Quantity 16.00 x	Unit Price 100.00 x	Factor 0.9799 =	Total 1,567.84
				Meyers Customer Training and Commissioning			
7	01 22 20 00 0086		HR	Senior Engineer For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,729.30		
			Installation	Quantity 16.00 x	Unit Price 174.08 x	Factor 0.9799 =	Total 2,729.30
				ABM to review and perform electrical calculations on supplied single line drawings			
8	01 22 23 00 1146		DAY	6 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator	\$1,519.86		
			Installation	Quantity 1.00 x	Unit Price 1,551.04 x	Factor 0.9799 =	Total 1,519.86
				Crane lift of heavy equipment			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 142800.00
Work Order Title: Redondo Beach Performing Arts Center Electrical Project

Section - 01

9	01 22 23 00 1601	WK	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver						\$20,116.60
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	5,132.31	0.9799		20,116.60		
			x	x					
			Logistics, Battery disposal, cabinet disposal, Hazmat disposal. Material Logistics. Heavy equipment and pallet logistics. preconstruction offload and logistics. 2 trucks 2 weeks						
10	01 22 23 00 1601 0042		For Equipment Without Operator, Deduct						-\$1,176.17
		Installation	Quantity	Unit Price	Factor	=	Total		
			0.30	-4,000.99	0.9799		-1,176.17		
			x	x					
11	01 71 13 00 0007	EA	Up To 20 Ton Lift Move On/Off Cost, Hydraulic CraneIncludes delivery and pickup.						\$514.81
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	525.37	0.9799		514.81		
			x	x					
			Crane logistics						
12	01 71 13 00 0007 0046		For >30 To 60 Miles Radius, Add						\$128.70
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	131.34	0.9799		128.70		
			x	x					

Subtotal for Section - 01 **\$43,562.18**

Section - 05

13	05 05 19 00 0044	EA	3/8" Diameter x 2-1/4" Length, 304/18-8 Stainless Steel, Wedge Anchor Expansion Bolt						\$398.62
		Installation	Quantity	Unit Price	Factor	=	Total		
			24.00	16.95	0.9799		398.62		
			x	x					
			Electrical Infrastructure						

Subtotal for Section - 05 **\$398.62**

Section - 13

14	13 48 53 00 0008	EA	4 Channel Seismic Brace With Center Threaded Rod StiffenerIncludes seismic bracket, bolts, and channel for attachment to ceiling anchor. Excludes deck anchors.						\$1,965.34
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00	668.55	0.9799		1,965.34		
			x	x					
			Myers custom fabricated seismic mounting base						

Subtotal for Section - 13 **\$1,965.34**

Section - 23

15	23 09 23 53 0046	EA	EXP BACnet Controller (Alerton VLX)						\$10,596.44
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	9,975.78	0.9799		9,775.27		
			x	x					
		Demolition	Quantity	Unit Price	Factor	=	Total		
			1.00	838.02	0.9799		821.18		
			x	x					
			Myers custom fabricated BACnet controller adder to inverter						
16	23 34 16 00 0188	EA	91 - 138 CFM, 115 Volt, Direct Drive In-Line Cabinet Fan						\$1,908.75
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00	542.39	0.9799		1,594.46		
			x	x					
		Demolition	Quantity	Unit Price	Factor	=	Total		
			3.00	106.91	0.9799		314.28		
			x	x					
			Myers custom fabricated cabinet ventilation system						

Subtotal for Section - 23 **\$12,505.19**

Section - 26

Contractor's Price Proposal - Detail Continues..

Work Order Number: 142800.00
Work Order Title: Redondo Beach Performing Arts Center Electrical Project

Section - 26

17	26 05 19 16 0028	MLF	#4 AWG, Cross-linked High Heat-Resistant Water-Resistant (XHHW-2), 600 Volt Copper, Single Stranded, Power Cable, Installed In Conduit						\$1,374.45
		Installation	Quantity	Unit Price	Factor	=	Total		
			0.40	x 3,506.62	x	0.9799	=	1,374.45	
			Myers custom fabricated battery harness and connection cables						
18	26 05 19 16 0038	MLF	350 MCM, Cross-linked High Heat-Resistant Water-Resistant (XHHW-2), 600 Volt Copper, Single Stranded, Power Cable, Installed In Conduit						\$5,672.41
		Installation	Quantity	Unit Price	Factor	=	Total		
			0.30	x 17,289.06	x	0.9799	=	5,082.46	
		Demolition	Quantity	Unit Price	Factor	=	Total		
			0.30	x 2,006.81	x	0.9799	=	589.94	
			Electrical Infrastructure						
19	26 05 29 00 0040	LF	>4' Cut Lengths x 1-5/8" Wide x 1-5/8" High, 14 Gauge, 304 Stainless Steel Unistrut Channel						\$511.51
		Installation	Quantity	Unit Price	Factor	=	Total		
			20.00	x 26.10	x	0.9799	=	511.51	
			Mounting anchors						
20	26 05 29 00 0122	EA	3" Diameter, Steel, Standard Pipe And Rigid Conduit Clamp For Unistrut Channel						\$250.70
		Installation	Quantity	Unit Price	Factor	=	Total		
			24.00	x 10.66	x	0.9799	=	250.70	
			Electrical Infrastructure						
21	26 05 33 13 0067	LF	2" Rigid Galvanized Steel (RGS) Conduit With Threaded Coupling						\$1,448.29
		Installation	Quantity	Unit Price	Factor	=	Total		
			50.00	x 25.36	x	0.9799	=	1,242.51	
		Demolition	Quantity	Unit Price	Factor	=	Total		
			40.00	x 5.25	x	0.9799	=	205.78	
			Electrical Infrastructure						
22	26 05 33 13 0067 0023		For Installation In Concrete Beam, Slab, etc. (Excludes Concrete), Add						\$86.23
		Installation	Quantity	Unit Price	Factor	=	Total		
			40.00	x 2.20	x	0.9799	=	86.23	
23	26 05 33 13 0067 0031		For Work In Restricted Working Space, Add						\$172.85
		Installation	Quantity	Unit Price	Factor	=	Total		
			40.00	x 4.41	x	0.9799	=	172.85	
24	26 05 33 13 0080	EA	2" Rigid Galvanized Steel (RGS) 90 Degree Standard Radius Elbow						\$490.38
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	x 98.71	x	0.9799	=	386.90	
		Demolition	Quantity	Unit Price	Factor	=	Total		
			4.00	x 26.40	x	0.9799	=	103.48	
			Electrical Infrastructure						
25	26 05 33 13 0093	EA	2" Rigid Galvanized Steel (RGS) 45 Degree Standard Radius Elbow						\$245.19
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	x 98.71	x	0.9799	=	193.45	
		Demolition	Quantity	Unit Price	Factor	=	Total		
			2.00	x 26.40	x	0.9799	=	51.74	
			Electrical Infrastructure						
26	26 05 33 13 0104	EA	2" Rigid Galvanized Steel (RGS) 12" Large Radius Elbow						\$255.30
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	x 130.27	x	0.9799	=	255.30	
			Electrical Infrastructure						
27	26 05 33 13 0179	EA	2" Rigid Galvanized Steel (RGS) Plastic Insulating Bushing						\$786.66
		Installation	Quantity	Unit Price	Factor	=	Total		
			24.00	x 33.45	x	0.9799	=	786.66	
			Electrical Infrastructure						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 142800.00
Work Order Title: Redondo Beach Performing Arts Center Electrical Project

Section - 26

28	26 05 33 13 0231	EA	2" Rigid Galvanized Steel (RGS) Box Connector, Insulated With Set Screw				\$448.60
			Quantity	Unit Price	Factor	Total	
		Installation	4.00 x	95.46 x	0.9799 =	374.17	
		Demolition	4.00 x	18.99 x	0.9799 =	74.43	
		Electrical Infrastructure					
29	26 05 33 13 2746	EA	3", Cutting Knockouts In-Place Metal Boxes Or Enclosures				\$410.62
			Quantity	Unit Price	Factor	Total	
		Installation	8.00 x	52.38 x	0.9799 =	410.62	
		Electrical Infrastructure					
30	26 05 83 00 0028	EA	250 MCM Low Voltage (To 600 Volt) One Hole Compression Lug				\$2,631.74
			Quantity	Unit Price	Factor	Total	
		Installation	12.00 x	145.37 x	0.9799 =	1,709.38	
		Demolition	12.00 x	78.44 x	0.9799 =	922.36	
		Building side main feeds I/O 3 phase					
31	26 05 83 00 0075	EA	Power Distribution Block, 250 MCM 3 Phase Terminal Block, No Labor Wire Termination, 600 Volt				\$9,618.64
			Quantity	Unit Price	Factor	Total	
		Installation	6.00 x	1,152.24 x	0.9799 =	6,774.48	
		Demolition	6.00 x	483.75 x	0.9799 =	2,844.16	
		Electrical Infrastructure: Inverter side I/O 3 phase mains					
32	26 24 19 00 0293	EA	Terminal Blocks, Front Mounted, Press Connection, Plug-In				\$4,561.24
			Quantity	Unit Price	Factor	Total	
		Installation	40.00 x	116.37 x	0.9799 =	4,561.24	
		Myers custom fabricated battery harness terminals					
33	26 27 16 00 0205	EA	16" x 16" x 6" Hinged Cover, Galvanized Steel NEMA 3R Enclosure				\$672.35
			Quantity	Unit Price	Factor	Total	
		Installation	1.00 x	518.80 x	0.9799 =	508.37	
		Demolition	2.00 x	83.67 x	0.9799 =	163.98	
		Electrical Infrastructure					
34	26 28 16 16 0080	EA	400 Amperes, 240 Volt Class, 3 Phase, 3 Wire, 3 Blades, Heavy-Duty Non-Fusible, NEMA 1 Enclosure, Neutral Kit, Safety Switch				\$4,291.32
			Quantity	Unit Price	Factor	Total	
		Installation	1.00 x	3,653.07 x	0.9799 =	3,579.64	
		Demolition	1.00 x	726.27 x	0.9799 =	711.67	
		Myers custom fabricated safety/Maintenance switch, adder to the inverter					
35	26 33 13 00 0002	EA	12 Volt, 100 Ampere Hours To 10.5 Volt Capacity, 6-Cell, Valve Regulated Lead-Calcium, Standby Battery				\$51,270.72
			Quantity	Unit Price	Factor	Total	
		Installation	40.00 x	1,242.58 x	0.9799 =	48,704.17	
		Demolition	80.00 x	32.74 x	0.9799 =	2,566.55	
		Myers proprietary 6 cell battery BAT - CG12105E w Myers 15yr warranty					
36	26 33 53 00 0029	EA	External Battery Cabinet For 5 To 6 KVA Single Phase, Uninterruptible Power Supply Systems (Liebert® GXT3-144VBATT) Rack mount or tower configuration.				\$1,878.61
			Quantity	Unit Price	Factor	Total	
		Installation	2.00 x	919.35 x	0.9799 =	1,801.74	
		Demolition	2.00 x	39.22 x	0.9799 =	76.86	
		Myers custom fabricated battery cabinet					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 142800.00
Work Order Title: Redondo Beach Performing Arts Center Electrical Project

Section - 26

37	26 33 53 00 0046	EA	160 kVA, 208/120 Volt AC Output, 208-120 Volt AC Input, Three Phase, On-Line, Uninterruptible Power Supply System Without Internal Battery (Emerson eXM UPS)				\$152,849.91
			Quantity		Unit Price	Factor	Total
		Installation	1.00	x	151,834.14	x 0.9799 =	148,782.27
		Demolition	1.00	x	4,151.07	x 0.9799 =	4,067.63
		Proposed Spec: Myers ILLUMINATOR CIII 1-D-6-S(15)-BE5002-BA2003-NA2008-C-M(BBM)-Z- BAC-BCF , emergency lighting Inverter					
38	26 33 53 00 0057	EA	Network Interface Card For Three Phase Uninterruptible Power Supply Systems				\$1,083.91
			Quantity		Unit Price	Factor	Total
		Installation	1.00	x	1,040.77	x 0.9799 =	1,019.85
		Demolition	1.00	x	65.37	x 0.9799 =	64.06
		Myers proprietary interface card					
39	26 33 53 00 0069	EA	Uninterrupted Power Supply Slim-Line Distribution Panel 42 Pole GE Plug-In				\$6,418.60
			Quantity		Unit Price	Factor	Total
		Installation	1.00	x	6,430.81	x 0.9799 =	6,301.55
		Demolition	1.00	x	119.45	x 0.9799 =	117.05
		Myers custom fabricated distribution panel, adder to the inverter					
40	26 33 53 00 0071	EA	1 Pole, 15 To 60 Amperes, GE Plug-In Breakers For UPS Distribution Panel				\$438.92
			Quantity		Unit Price	Factor	Total
		Installation	11.00	x	33.55	x 0.9799 =	361.63
		Demolition	11.00	x	7.17	x 0.9799 =	77.28
		Myers Distribution Breakers					
41	26 33 53 00 0075	EA	3 Pole, 70 To 100 Amperes, GE Plug-In Breakers For UPS Distribution Panel				\$488.68
			Quantity		Unit Price	Factor	Total
		Installation	2.00	x	237.40	x 0.9799 =	465.26
		Demolition	2.00	x	11.95	x 0.9799 =	23.42
		Myers Distribution Breakers					

Subtotal for Section - 26 **\$248,357.83**

Proposal Total **\$306,789.16**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: December 15, 2025

Re: IQC Master Contract #: CA-R8-E-101723-AEL
Work Order #: 142800.00
Owner PO #:
Title: Redondo Beach Performing Arts Center Electrical Project
Contractor: ABM Electrical & Lighting Solutions Inc.
Proposal Value: \$306,789.16

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com		FAX (A/C. No.): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED ABM Electrical & Lighting Solutions, Inc. an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	INSURER A: ACE American Insurance Company		22667
	INSURER B: ACE Property & Casualty Insurance Company		20699
	INSURER C: Indemnity Insurance Company of North Ameri		43575
	INSURER D: Berkley Assurance Company		39462
	INSURER E: Beazley Insurance Company Inc		37540
	INSURER F: AIG Specialty Insurance Company		26883

COVERAGES

CERTIFICATE NUMBER: W42063706

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 SIR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	XSL G48953335	11/01/2025	11/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISAH11380931	11/01/2025	11/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	XEU G27910865 011	11/01/2025	11/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WLR C72623538	11/01/2025	11/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Error & Omissions			PCADB-5028290-0725	07/01/2025	07/01/2026	Per Claim \$5,000,000 Aggregate \$5,000,000 Retention \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2016 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED ABM Electrical & Lighting Solutions, Inc. an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Reference Number: COI000424
 Worksite Location: Various Locations
 Job Description: Electrical & Lighting Services

The City, its officers, elected and appointed officials, employees, and volunteers are included as Additional Insured as respects General Liability and Automobile Liability (Umbrella follows Form) as required by written contract with the Named Insured. If required by the written contract or agreement with said Additional Insured, this insurance shall be primary insurance to any other insurance available to said insured covering the same loss. Such other insurance available to said Additional Insured shall be excess to and non-contributing to this insurance. Waiver of subrogation applies in favor of Additional Insured as respects General Liability, Automobile Liability and Workers Compensation, where allowed by law, (Umbrella follows form) as required by written contract with the Named Insured. Umbrella/Excess policy applies excess of General Liability, Auto Liability and Employers Liability Policies.

INSURER AFFORDING COVERAGE: Beazley Insurance Company Inc NAIC#: 37540
 POLICY NUMBER: V3AD42250101 EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime/Employee Dishonesty/ Fidelity	Each Occurrence	\$5,000,000

INSURER AFFORDING COVERAGE: AIG Specialty Insurance Company NAIC#: 26883
 POLICY NUMBER: CPO 16081985 EFF DATE: 05/01/2025 EXP DATE: 05/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Loss	\$10,000,000
	Aggregate	\$10,000,000
	SIR	\$500,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED ABM Electrical & Lighting Solutions, Inc. an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: WCU C72623496 EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers Compensation	EL Each Accident	\$1,000,000
WC-Statutory/CA-\$1M SIR	EL Disease Pol Lmt	\$1,000,000
OH, WA, OR, IL, MI - \$500K SIR	EL Disease-Each Empl	\$1,000,000

ADDITIONAL REMARKS:
 ANY PROPRIETOR/PARTNER/EXECUTIVE/ OFFICER/MEMBER are included under Excess Workers Compensation policy #WCU C72623496

INSURER AFFORDING COVERAGE: American Home Assurance Company NAIC#: 19380
 POLICY NUMBER: 080768613 EFF DATE: 05/01/2025 EXP DATE: 05/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Property Coverage	Per Policy	\$5,000,000

ADDITIONAL REMARKS:
 All Risk of Physical Damage at any location including customer's premises, subject to policy terms.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: ISAH11380931 EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Garage Keepers Legal Liability	Limit	\$2,000,000

ADDITIONAL REMARKS:
 Automobile Liability includes Excess Garage keepers Liability.

WILLIS TOWERS WATSON CANCELLATION NOTICE

NAMED INSURED ABM Electrical & Lighting Solutions, Inc.	POLICY NO. All policies listed on the enclosed certificate EFFECTIVE DATE SEE PAGE 1
--	--

Holder Name:

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

Project:

See Page 1

Cancellation Terms:

IN ADDITION TO THE NOTICE PROVISIONS IN THE POLICY, WILLIS TOWERS WATSON HAS AGREED WITH THE CARRIER THAT SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, WILLIS TOWERS WATSON WILL SEND WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITHIN 30 DAYS EXCEPT FOR NONPAYMENT OF PREMIUM. WILLIS TOWERS WATSON WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED.

Cancellation Terms Apply to the Following Coverages:

All policies listed on the enclosed certificate

BLANKET ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 2
Policy Symbol XSL	Policy Number G48953335	Policy Period 11/01/2025 TO 11/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Any person or organization whom you have agreed to include as an additional insured in a written contract is included as an additional insured under this policy, but only to the extent that said person or organization is required to be indemnified by your written contract with said additional insured executed prior to loss, and in accordance with the terms of such indemnification requirement, provided that written contract does not specify an ISO endorsement or other specific wording, and only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing or completed operations.

Further, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 1
Policy Symbol XSL	Policy Number G48953335	Policy Period 11/01/2025 to 11/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Schedule

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured ABM Industries Incorporated			Endorsement Number 3
Policy Symbol XSL	Policy Number G48953335	Policy Period 11/01/2025 to 11/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All Other Terms And Conditions Remain Unchanged.

Authorized Representative

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured ABM Industries Incorporated			Endorsement Number 1
Policy Symbol ISA	Policy Number H11380931	Policy Period 11/01/2025 TO 11/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 13
Policy Symbol ISA	Policy Number H11380931	Policy Period 11/01/2025 TO 11/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

Schedule

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured ABM Industries Incorporated			Endorsement Number 11
Policy Symbol ISA	Policy Number H11380931	Policy Period 11/01/2025 TO 11/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured ABM INDUSTRIES INCORPORATED ONE LIBERTY PLAZA, 7TH FLOOR NEW YORK NY 10006	Endorsement Number
	Policy Number Symbol: WLR Number: C72623538
Policy Period 11-01-2025 TO 11-01-2026	Effective Date of Endorsement 11-01-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

RECOVERY FROM OTHERS

Named Insured ABM Industries Incorporated			Endorsement Number 2
Policy Symbol WCU	Policy Number C72623496	Policy Period 11/01/2025 to 11/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Specific Excess Workers Compensation and Employer's Liability Policy

Solely with respect to a written contract with the organization named in the Schedule below, the final paragraph of **I. Recovery From Others** in **PART SIX - CONDITIONS** is deleted and replaced with the following:

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss and only for the organization named in the Schedule below.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

This endorsement does not apply to policies in Missouri where the employer is in the construction group of classifications.

Authorized Representative

