

SECTION 00500
CONTRACT

THIS CONTRACT is made this 25th day of November, 2025, in the County of Los Angeles, State of California, by and between the City of Signal Hill hereinafter called City, and CABD Construction, Inc., hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

City of Signal Hill Amphitheater Project - Construction

The Contractor and its surety shall be liable to City for any damages arising as a result of the Contractor's failure to comply with this obligation.

TIME FOR COMPLETION. The Work shall be commenced on the date stated in City's Notice to Proceed. The contractor shall achieve substantial completion of the work within eight (8) months from the date of the Notice To Proceed (NTP) issued by the city.

Substantial Completion - shall mean that the Work, or a designated portion thereof, has progressed to the point where it is sufficiently complete in accordance with the Contract Documents so that the City can safely and effectively utilize the Project for its intended purpose. Substantial Completion includes **all** components of the Project except for:

1. Minor punch list items not affecting occupancy or operation; and
2. Administrative or closeout submittals; and

The Contractor shall achieve Final Completion within six weeks following the date of Substantial Completion.

Final Completion – shall mean that all Work, including all punch list items, testing, training, record drawings, warranties, and operation and maintenance manuals, has been completed, accepted, and approved by the City, and that the Project is fully operational and ready for unrestricted use.

According to the schedule, the Contractor is expected to commence the work no later than **December 8, 2025**. The contractor shall be responsible for submitting all contract documents required for the contract execution, including but not limited to payment and performance bonds and insurance documents no later than **November 28th, 2025**. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 2. CONTRACT PRICE. City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Nine Million Six Hundred Seventy Seven Thousand Dollars. (\$9,677,000.00).

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Payment shall be made as set forth in the General Conditions.

ARTICLE 3. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay City the sum of \$5,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event that Liquidated Damages are not paid, the Contractor agrees City may deduct that amount from any money due or that may become due the Contractor under the Contract.

If the Contractor fails to achieve Substantial Completion within eight (8) months (240 calendar days) from the Notice to Proceed, the Contractor shall pay the City, as liquidated damages and not as a penalty, the amount stated in the Bid Form for each calendar day beyond the time allowed until the date of Substantial Completion.

If the Contractor fails to achieve Final Completion within six (6) weeks (42 calendar days) after the date of Substantial Completion, the same rate of liquidated damages shall continue to apply until Final Completion is achieved.

This Article does not affect the City's rights to other damages or remedies specified in the Contract Documents or allowed by law.

ARTICLE 4. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Noncollusion Declaration form
- Iran Contracting Act Certification
- Public Works Contractor Registration Certification
- Fleet Compliance Certification
- Contract
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Plans and Drawings
- Approved and fully executed change orders
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

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All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 5. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 6. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 7. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at City Hall or may be obtained online at <http://www.dir.ca.gov/dlsr> and which must be posted at the job site.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CABD Construction, Inc.

CITY OF SIGNAL HILL

By _____

By _____

Name: Gevorg Sargsyan

Title: President

License No. 979680

By _____

Attest:

Name: Artem Mkrtchyan

Title: Vice President

Tina Knapp
Assistant City Clerk

(If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary
OR Treasurer REQUIRED)]

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Approved as to Form:

Best Best & Krieger, LLP
City Attorney

END OF CONTRACT