

1 INGLEWOOD pursuant to a DOF-approved Long Range Property Management Plan
2 officially providing for fee conveyance and transfer of the Parking Garages;

3 **WHEREAS**, the SUCCESSOR AGENCY has informally solicited the services
4 of certain qualified and experienced contractors to perform certain major capital
5 improvements to address and correct major public safety concerns at Parking Garage
6 #2. Such services include but are not limited to various visual and public safety capital
7 improvements to Parking Garage #2 (the "Capital Improvements"), all as more
8 specifically identified and provided in the "Scope of Services" attached to this
9 Agreement as Attachment "A" which is fully incorporated herein by this reference;

10 **WHEREAS**, the CONTRACTOR has submitted a response to the
11 SUCCESSOR AGENCY'S request to perform the Capital Improvements and desires to
12 perform the Capital Improvements in accordance with the terms and conditions of this
13 AGREEMENT;

14 **WHEREAS**, the CONTRACTOR holds itself out as being capable and
15 competent to perform the Capital Improvements requested by the SUCCESSOR
16 AGENCY;

17 **WHEREAS**, the CONTRACTOR agrees and acknowledges that it has
18 investigated and researched all matters and conditions pertinent to and affecting the
19 performance and completion of the Capital Improvements including the necessary labor
20 and materials needed and required by this AGREEMENT, and its decision to execute
21 this AGREEMENT is based on such independent investigation and research; and

22 **WHEREAS**, the CONTRACTOR and SUCCESSOR AGENCY entered into
23 SUCCESSOR AGENCY AGREEMENT NO. 15-288 WITH AN EFFECTIVE DATE
24 OF SEPTEMBER 29, 2015 (the "PRIOR CONTRACT"). After entering into the
25 PRIOR CONTRACT, the SUCCESSOR AGENCY determined it would be infeasible
26 for the CONTRACTOR to move forward with the Capital Improvements unless
27 CONTRACTOR adds certain lighting, signage, landscaping, motors for roll-up doors,
28 and potentially, certain improvements relating to a newly installed bus stop structure

1 adjacent. In addition, CONTRACTOR advised SUCCESSOR AGENCY that the
2 compensation schedule in Attachment B to the PRIOR CONTRACT requires revision.
3 The SUCCESSOR AGENCY and CONTRACTOR now elect to amend and fully
4 restate the PRIOR CONTRACT to add the required lighting, signage, landscaping,
5 motors for the roll-up doors, and potentially, certain improvements to the newly
6 installed bus stop structure adjacent as well as the revision to the compensation
7 schedule Attachment B to the PRIOR CONTRACT by entering into the
8 AGREEMENT.

9 **NOW THEREFORE**, the SUCCESSOR AGENCY and CONTRACTOR
10 (collectively referred to as the "PARTIES") agree as follows:

11 **ARTICLE 1 – SCOPE OF SERVICES**

12 CONTRACTOR shall provide all labor, tools, materials, equipment, supplies,
13 and transportation necessary to supervise, operate, administer and perform the Capital
14 Improvements at Parking Garage #2 as required by the SUCCESSOR AGENCY in
15 accordance with the terms and conditions of this AGREEMENT. In the event of any
16 conflict, the following order of precedence shall govern: (1) this AGREEMENT
17 (including Attachment "A" to this AGREEMENT); (2) the PRIOR CONTRACT, and
18 (3) CONTRACTOR'S proposal and any supplemental responses. In case of any
19 ambiguity or discrepancy between words and figures used in the aforementioned
20 documents, the words shall control.

21 CONTRACTOR shall obtain at its own expense, all necessary licenses, permits,
22 and certificates, including, but not limited to, those required by the City of Inglewood
23 ("CITY") and SUCCESSOR AGENCY to perform the Capital Improvements
24 contemplated in and required by this AGREEMENT. The CONTRACTOR shall notify
25 the SUCCESSOR AGENCY immediately of any suspension, termination, lapse,
26 restriction, or non-renewal of the required licenses, permits, certificates or other
27 documents. Failure to comply with these terms may, at the option of the SUCCESSOR
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1 AGENCY, be treated as a material breach of this AGREEMENT authorizing
2 termination of this Agreement by the SUCCESSOR AGENCY.

3 CONTRACTOR covenants that neither it, nor any of its employees, agents,
4 contractors and/or subcontractors has any interest, nor shall they acquire any interest,
5 direct or indirect, in this AGREEMENT, nor any other interest which would conflict in
6 any manner or degree with the performance of the Capital Improvements or any other
7 services rendered hereunder.

8 CONTRACTOR warrants that it shall perform the Capital Improvements
9 required by this AGREEMENT in compliance with all applicable Federal, State and
10 local employment laws, including, but not limited to, those related to work hours and
11 minimum wage; occupational health and safety; fair employment and employment
12 practices; workers' compensation insurance and safety in employment; and all other
13 Federal, State and local laws or ordinances applicable to the services required under this
14 AGREEMENT. CONTRACTOR is liable for any penalty imposed for a violation
15 thereof.

16 It is mutually agreed by the Parties that the SUCCESSOR AGENCY is relying
17 upon the professional skill of CONTRACTOR and CONTRACTOR shall perform the
18 Capital Improvements as well as all other services required by this AGREEMENT to
19 the highest and best professional standards. Acceptance of CONTRACTOR'S work by
20 SUCCESSOR AGENCY shall not operate as a release of CONTRACTOR'S
21 representations.

22 Staffing and Schedule

23 CONTRACTOR shall provide the necessary onsite coverage and supervision
24 during all periods of time the Capital Improvements are being performed at Parking
25 Garage #2. There shall be at least one CONTRACTOR supervisor onsite at Parking
26 Garage #2 during the days and hours of performance of the Capital Improvements. The
27 SUCCESSOR AGENCY reserves the right to request a change in the staffing level and
28 the days and hours of performance of the Capital Improvements, and shall provide the

1 CONTRACTOR forty-eight (48) hours written notice of any requested change. The
2 CONTRACTOR reserves the right to determine the assignment of employees
3 performing the Capital Improvements under this AGREEMENT.

4 If any scheduled employee of CONTRACTOR is unable to adequately perform
5 any services required for the completion of the Capital Improvements at Parking
6 Garage #2 for any reason, the CONTRACTOR shall immediately find and provide a
7 qualified replacement. CONTRACTOR'S failure to meet this time commitment may
8 result in a reduction in COMPENSATION commensurate with any delay caused by an
9 untimely replacement.

10 The SUCCESSOR AGENCY reserves the right to require the CONTRACTOR
11 to replace any employee performing the Capital Improvements under this
12 AGREEMENT for any or no reason. At the time of exercising this right, the
13 SUCCESSOR AGENCY agrees to notify the CONTRACTOR of the desire to exercise
14 this right, and if necessary, to eject and request replacement of said employee(s). Any
15 replacement employee is subject to the SUCCESSOR AGENCY'S written approval
16 prior to performing any services under this AGREEMENT. Any such approval shall not
17 be unreasonably conditioned, delayed or withheld.

18 Records, Reports and Accounting

19 CONTRACTOR shall maintain a system of internal controls to account for all
20 work performed for the Capital Improvements in full compliance with the terms of this
21 AGREEMENT. All expenditures made by CONTRACTOR outside of the
22 COMPENSATION payable to CONTRACTOR pursuant to the terms of this
23 AGREEMENT, shall require prior written approval from the SUCCESSOR AGENCY
24 and all such expenditures made without such approval shall be at the sole cost of the
25 CONTRACTOR for which SUCCESSOR AGENCY shall have no liability or
26 responsibility.

27 CONTRACTOR shall maintain records and reports of any incident or
28 occurrence giving rise to any claim for loss or damages in the performance of the

1 Capital Improvements, and submit said documents to the SUCCESSOR AGENCY'S
2 designated representative within twenty-four (24) hours of the reported incident. The
3 report shall include the names, addresses and telephone numbers of the involved
4 persons and any witnesses. CONTRACTOR shall contact the Inglewood Police
5 Department and any other appropriate authority where such incident directly or
6 indirectly involves any type of criminal or potential criminal matter.

7 **ARTICLE 2 – SUCCESSOR AGENCY’S RESPONSIBILITIES**

8 The SUCCESSOR AGENCY shall provide reasonable access to
9 CONTRACTOR and any authorized employees of CONTRACTOR to Parking Garage
10 #2 for the sole and limited purpose of providing the services necessary to perform and
11 complete the Capital Improvements as specified in Attachment “A,” which is attached
12 hereto and fully incorporated herein by reference.

13 **ARTICLE 3 – TERM AND TERMINATION**

14 Term. The term of this AGREEMENT is for the earlier of the expiration of one
15 (1) year following the Effective Date of this AGREEMENT, or until such time as the
16 SUCCESSOR AGENCY approves and accepts the Capital Improvements as complete.

17 Termination. The SUCCESSOR AGENCY may terminate this AGREEMENT
18 in its own discretion, or when conditions involving the services required for the
19 performance of the Capital Improvements make it impossible to proceed, or if the
20 SUCCESSOR AGENCY is prevented from proceeding with this AGREEMENT by
21 law, or by official action of a public authority having jurisdiction over the PARKING
22 GARAGES. The SUCCESSOR AGENCY shall provide five (5) days written notice of
23 termination to the CONTRACTOR, unless a shorter notice time is reasonable or
24 necessary. In the event of termination, CONTRACTOR shall immediately stop
25 rendering services under this AGREEMENT, unless otherwise directed to continue by
26 the SUCCESSOR AGENCY, and shall submit its final invoice to the SUCCESSOR
27 AGENCY within ten (10) days of receipt of the notice.

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1 CONTRACTOR agrees that any work performed outside of the scope of this
2 AGREEMENT without the prior written approval of the SUCCESSOR AGENCY shall
3 be deemed gratuitous on the part of the CONTRACTOR and CONTRACTOR shall
4 neither be reimbursed nor have any recognizable claim for payment or reimbursement
5 against the SUCCESSOR AGENCY.

6 All invoices submitted by the CONTRACTOR shall include: (1) date of invoice;
7 (2) sequential invoice number; (3) SUCCESSOR AGENCY Agreement number; (4)
8 total AGREEMENT amount payable; (5) total invoice amount; (6) description of
9 services provided and any reimbursable expenses; (7) CONTRACTOR'S employee(s)
10 name providing service; (8) total billed SUCCESSOR AGENCY to date; and (9) total
11 amount remaining on AGREEMENT.

12 CONTRACTOR shall be responsible for the cost of supplying all documentation
13 necessary to verify amounts invoiced and requested for payment to the satisfaction of
14 the SUCCESSOR AGENCY and shall certify on each invoice that it is entitled to the
15 amount invoiced.

16 No compensation will be provided for any other task, service or expense not
17 specifically authorized by this AGREEMENT without prior written approval of the
18 SUCCESSOR AGENCY.

19 CONTRACTOR shall not charge and SUCCESSOR AGENCY shall not pay any
20 finance charges and/or late fees on any overdue invoices.

21 **ARTICLE 5 – CONTRACT ADMINISTRATION**

22 SUCCESSOR AGENCY

23 Unless otherwise designated in writing, the Executive Director of the
24 SUCCESSOR AGENCY shall serve as the SUCCESSOR AGENCY'S representative
25 for the administration of this AGREEMENT.

26 CONTRACTOR

27 Unless otherwise designated in writing, ANDREAS FROECH shall serve as the
28 CONTRACTOR'S project manager for this AGREEMENT.

1 The CONTRACTOR represents that it has or will secure at its own expense all
2 personnel required to perform the services necessary to complete the Capital
3 Improvements pursuant to this AGREEMENT. All the services required to perform
4 then Capital Improvements under this Agreement shall be performed by the
5 CONTRACTOR or under its supervision, and all personnel engaged in the work shall
6 be qualified to perform such services.

7 **ARTICLE 6 – SUCCESSOR AGENCY’S RESERVATION OF RIGHTS**

8 The SUCCESSOR AGENCY reserves the right to do the following:

9 1. Enter into agreements with third parties for use and the performance of
10 work on Parking Garage #2 during the performance of the Capital Improvement work
11 provided such use does not unreasonably interfere with the performance of the Capital
12 Improvements by CONTRACTOR; and

13 2. Modify, add, delete or restrict access to parking spaces in Parking Garage
14 #2 during the performance of the Capital Improvements by CONTRACTOR.

15 **ARTICLE 7 – NOTICE**

16 Any notice given pursuant to this AGREEMENT shall be deemed received and
17 effective on the date personally delivered, or if mailed, five (5) days after deposit of the
18 same in the custody of the U.S. Postal Service, when properly addressed, posted and
19 deposited in the U.S. mail addressed to the respective parties as follows:

20 **SUCCESSOR AGENCY:**

21 **One Manchester Boulevard**

22 **Inglewood, CA 90301**

23 **ATTN: Executive Director**

CONTRACTOR:

2807 Highland Ave, Suite #1

Santa Monica, CA 90405

ATTN: Andreas Froech

24 **ARTICLE 8 – INSURANCE**

25 **Required Insurance Coverage**

26 CONTRACTOR shall obtain and maintain at its expense, until completion of
27 performance and acceptance by the SUCCESSOR AGENCY, the following insurance
28 issued by an insurance company currently authorized by the Insurance Commissioner to

1 transact the business of insurance in the State of California and having a rating of or
2 equivalent to A:VIII by A.M. Best Company:

3 a. Commercial General Liability

4 Commercial General Liability (equivalent in coverage scope to Insurance
5 Services Office, Inc. (ISO) forms CG 00 01 11 85 or CG 00 01 11 88) in an amount not
6 less than One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence and
7 Two Million Dollars (\$2,000,000) general aggregate. Such insurance shall include
8 products and completed operations liability, independent contractor's liability, broad
9 form contractual liability and cross liability protection.

10 The "City of Inglewood as Successor Agency of the Inglewood Redevelopment
11 Agency, its board members, officials, officers, agents, contractors employees and
12 volunteers" must be separately endorsed to the policy as additional insured's on an
13 endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

14 b. Automobile Liability

15 Automobile liability (including any owned, non-owned, hired or rented) in an
16 amount not less than One Million Dollars (\$1,000,000) combined single limit per
17 accident for bodily injury and personal property damage covering Auto Symbol 1 (Any
18 Auto).

19 c. Workers' Compensation and Employer's Liability

20 Workers' Compensation as required by the California Labor Code and
21 Employer's Liability in an amount not less than One Million Dollars (\$1,000,000) per
22 occurrence.

23 d. Commercial Crime Coverage

24 Commercial Crime Coverage (including employee dishonesty) naming the
25 SUCCESSOR AGENCY as a loss payee with respect to any loss concerning the
26 Agreement, in the minimum amount of Two Million Dollars (\$2,000,000) per claim.

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1 e. Professional Liability

2 Professional Liability (Errors and Omissions) coverage in the minimum amount
3 of One Million Dollars (\$1,000,000) per claim.

4 **Required Insurance Documentation**

5 a. Certificate of Insurance

6 The CONTRACTOR must provide a Certificate of Insurance evidencing the
7 required insurance set forth above. The Certificate Holder must be the "City of
8 Inglewood as Successor Agency of the former Inglewood Redevelopment Agency," and
9 the Certificate Holders address must be addressed to One Manchester Boulevard,
10 Inglewood, CA 90301.

11 b. Endorsements

12 In addition to the Certificate of Insurance, the CONTRACTOR must provide the
13 following endorsements:

14 1) Additional insured endorsements to the general liability and auto liability
15 insurance policies. The "City of Inglewood as Successor Agency of the former
16 Inglewood Redevelopment Agency, its board members, officials, officers, agents,
17 contractors, employees and volunteers" must be separately endorsed to the
18 CONTRACTOR'S commercial general liability policy and the auto liability policy as
19 additional insured's on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG
20 20 26 11 85.

21 2) Cancellation of notice endorsements. Each policy must be endorsed to
22 provide that the policy shall not be cancelled or non-renewed by either party or reduced
23 in coverage or limits (except by paid claims) unless the insurer has provided the
24 SUCCESSOR AGENCY with thirty (30) days prior written notice of cancellation, ten
25 (10) days for cancellation due to nonpayment of premium is acceptable.

26 3) Primary and noncontributory coverage endorsements. The commercial
27 general liability and (if required) professional liability policies must be endorsed to
28 provide that each policy shall on a primary and noncontributing basis in relation to any

1 insurance or self-insurance, primary or excess, maintained by or available to the
2 SUCCESSOR AGENCY, its board members, officials, officers, agents and employees.

3 **Deductibles and Self-insured Retentions**

4 Any deductibles or self-insured retentions must be declared to and approved by
5 the SUCCESSOR AGENCY. At the SUCCESSOR AGENCY'S option, the insurer
6 shall either reduce or eliminate such deductibles or self-insured retentions with respect
7 to the SUCCESSOR AGENCY, its board members, officials, officers, agents,
8 contractors, employees, and volunteers or the insurer shall provide a financial guarantee
9 satisfactory to the SUCCESSOR AGENCY guaranteeing payment of losses and related
10 investigations, claims, administration and defense expenses.

11 **Other Insurance Provisions**

12 CONTRACTOR shall obtain and cause to remain in full force and effect for the
13 term of this AGREEMENT and for six (6) months thereafter, all of the required
14 insurance coverage in the minimum amounts specified above.

15 **Verification of Coverage Prior to Commencement of Services**

16 CONTRACTOR shall furnish the SUCCESSOR AGENCY with original
17 certificates and amendatory endorsements affecting coverage required by this
18 AGREEMENT. The endorsements should be on forms provided by the SUCCESSOR
19 AGENCY or forms other than the SUCCESSOR AGENCY'S forms, provided those
20 endorsements or policies conform to the SUCCESSOR AGENCY'S requirements. All
21 certificates and endorsements are to be received and approved by the SUCCESSOR
22 AGENCY before any work commences under this AGREEMENT. The SUCCESSOR
23 AGENCY reserves the right to require complete, certified copies of all required
24 insurance policies, including endorsements affecting the coverage required by these
25 specifications at any time.

26 **ARTICLE 9 – INDEPENDENT CONTRACTOR**

27 CONTRACTOR enters into this AGREEMENT as an independent contractor
28 and not as an employee of the SUCCESSOR AGENCY. CONTRACTOR shall have

1 no power or authority by this AGREEMENT to bind the SUCCESSOR AGENCY in
2 any respect. Nothing in this AGREEMENT shall be construed to be inconsistent with
3 this independent contractor relationship or status. All employees, agents, contractors or
4 subcontractors hired or retained by the CONTRACTOR are employees, agents,
5 contractors or subcontractors of the CONTRACTOR, and not the SUCCESSOR
6 AGENCY. The SUCCESSOR AGENCY is not obligated in any way to pay any wage
7 claims or other claims made against the CONTRACTOR by any such employee, agent,
8 contractor or subcontractor, or by any other person resulting from the performance of
9 any work with regard to the Capital Improvements pursuant to this AGREEMENT.

10 **ARTICLE 10 – INDEMNIFICATION**

11 To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend,
12 protect and hold harmless the SUCCESSOR AGENCY, CITY and their respective
13 board members, officials, officers, contractors, agents, employees and volunteers
14 (collectively “Indemnities”) from and against any loss, injury, damage, claim, lawsuit,
15 expense, attorneys’ fees, or any other cost arising out of or in any way related to the
16 performance of any services pursuant to this AGREEMENT, to the extent caused in
17 whole or in part by the negligent act or omission, recklessness or willful misconduct of
18 the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any
19 of them or anyone for whose acts any of them may be liable, except where caused by
20 the sole negligence or willful misconduct of the SUCCESSOR AGENCY.

21 If any action or proceeding is brought against the Indemnities by reason of any
22 of the matters against which CONTRACTOR has agreed to indemnify Indemnities as
23 provided above, CONTRACTOR, upon notice from the SUCCESSOR AGENCY, shall
24 defend the Indemnities at CONTRACTOR’S expense by counsel acceptable to the
25 SUCCESSOR AGENCY. Such acceptance shall not be unreasonably withheld.
26 Indemnities need not have first paid for any of the matters to which Indemnities are
27 entitled to indemnification in order to be so indemnified. The insurance required to be
28 maintained by CONTRACTOR under this AGREEMENT shall ensure

1 CONTRACTOR'S obligations under this Article, but the limits of such insurance shall
2 not limit the liability of the CONTRACTOR hereunder. The provisions of this Article
3 shall survive the expiration or earlier termination of this AGREEMENT.

4 **ARTICLE 11 – CONTRACTOR NONASSIGNABILITY/SUCCESSOR**
5 **AGENCY ASSIGNABILITY**

6 The expertise and experience of the CONTRACTOR are material considerations
7 of this AGREEMENT. The SUCCESSOR AGENCY has an interest in the
8 qualifications and capabilities of the CONTRACTOR which is required to fulfill the
9 duties and obligations imposed under this AGREEMENT. In recognition of that
10 interest, the CONTRACTOR shall not assign or transfer this AGREEMENT, or any
11 portion of this AGREEMENT, or the performance of any of the CONTRACTOR'S
12 duties or obligations under this AGREEMENT without the prior written consent of the
13 SUCCESSOR AGENCY. Any unauthorized assignment shall be ineffective, null and
14 void, and shall constitute a material breach of this AGREEMENT entitling the
15 SUCCESSOR AGENCY to any and all remedies at law or equity, including summary
16 termination of this AGREEMENT. The CONTRACTOR shall not assign any interest
17 in this AGREEMENT and shall not transfer any interest in the same whether by
18 assignment or novation, without prior written approval of the SUCCESSOR AGENCY.

19 However, notwithstanding anything contained in this AGREEMENT to the
20 contrary, SUCCESSOR AGENCY shall have the right to assign this AGREEMENT to
21 the CITY upon written notice to CONTRACTOR. Upon receipt of such notice
22 CONTRACTOR shall perform the Capital Improvements on the behalf of the CITY
23 and the City Manager shall be deemed the CITY'S representative for purposes of
24 administering this AGREEMENT.

25 **ARTICLE 12 – RECORDS AND AUDIT**

26 CONTRACTOR shall maintain copies of all data, information, documents,
27 timesheets, invoices and other materials of work attributable to the performance of the
28 Capital Improvements in connection with this AGREEMENT. The SUCCESSOR

1 AGENCY shall have access to and the right to examine, audit, copy or transcribe any
2 pertinent documents, transaction, activity, or record relating to this AGREEMENT.
3 CONTRACTOR shall cooperate and comply with all requests of SUCCESSOR
4 AGENCY'S auditors with regard to access and review of all records necessary to
5 conduct audits in compliance with this AGREEMENT. SUCCESSOR AGENCY
6 auditors shall be allowed to interview any employee of CONTRACTOR and its
7 subcontractors throughout the term of this AGREEMENT and for a period of two (2)
8 years after termination of this Agreement or any longer period if required by law.

9 All materials, including all pertinent financial records and proprietary data, shall
10 be stored and maintained by CONTRACTOR at its main facility. Originals and/or
11 copies of such documents or records shall be provided, at CONTRACTOR'S expense,
12 directly to the SUCCESSOR AGENCY.

13 Access to such documents and records shall be granted to the SUCCESSOR
14 AGENCY, as well as its successors-in-interest and designated representatives.

15 **ARTICLE 13 – OWNERSHIP OF DOCUMENTS**

16 The SUCCESSOR AGENCY shall own all data, information, documents and
17 other work product of the CONTRACTOR prepared, assembled or maintained in
18 connection with this AGREEMENT. The SUCCESSOR AGENCY shall have the sole
19 right to use such materials within its discretion and without further compensation to the
20 CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such
21 documents or work product to the SUCCESSOR AGENCY upon written request.

22 CONTRACTOR shall assist the SUCCESSOR AGENCY in timely responding
23 to requests made under the California Public Records Act to inspect any of the above
24 described items under CONTRACTOR'S possession or control. The SUCCESSOR
25 AGENCY shall make an independent determination as to the confidentiality of these
26 documents to the extent permitted by law.

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1 SUCCESSOR AGENCY'S right to seek correction for any breach or default under this
2 AGREEMENT.

3 **ARTICLE 18 – SEVERABILITY**

4 In the event that any term, condition or covenant herein is held to be invalid or
5 void by any court of competent jurisdiction, the same shall be deemed severable from
6 the remainder of the AGREEMENT and shall in no way affect any other term,
7 condition or covenant contained herein so long as its severance does not render this
8 AGREEMENT meaningless with regard to a material term, in which event the entire
9 AGREEMENT shall be void. If such term, condition, covenant or other provision shall
10 be deemed invalid due to its scope of breadth, such provision shall be deemed valid to
11 the extent of the scope of breadth permitted by law.

12 **ARTICLE 19 – TITLES AND CAPTIONS**

13 Article titles, paragraph titles, or captions contained herein are inserted as a
14 matter of convenience and for reference, and in no way define, limit, extend, or
15 describe the scope of this AGREEMENT or any provision hereof.

16 **ARTICLE 20 – WAIVER OF PRINCIPLE OF CONTRA**
17 **PROFERENTUM**

18 The Parties waive any benefit from the principle of *contra proferentum* and
19 interpreting ambiguities against the drafter. No party shall be deemed the drafter of this
20 AGREEMENT, or of any particular provision, and no part of this AGREEMENT shall
21 be construed against any party on the basis that the particular party is the drafter of this
22 AGREEMENT.

23 **ARTICLE 21 – COUNTERPARTS**

24 This AGREEMENT may be executed in counterparts, and when each party
25 hereto has signed and delivered at least one such counterpart, each counterpart shall be
26 deemed an original and, when taken together with the other signed counterparts, shall
27 constitute one agreement, which shall be binding and effective as to all Parties hereto.

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ARTICLE 22 – ENTIRE AGREEMENT

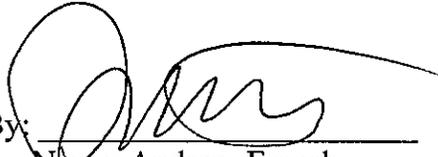
This AGREEMENT and any agreement, document, exhibit, or instrument attached hereto or referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings with respect to the subject of this AGREEMENT. The terms, conditions and covenants of this AGREEMENT shall prevail over any other agreement, document or instrument. Furthermore, each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party that are not contained herein.

IN WITNESS THEREOF, the SUCCESSOR AGENCY and CONTRACTOR, have executed this Agreement as of the date first written above.

SUCCESSOR AGENCY:
City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency

CONTRACTOR:
Machineous Consultants

By: _____
James T. Butts, Jr.
CHAIRPERSON

By:  _____
Name: Andreas Froech
Title: OWNER

ATTEST:
By: _____
Yvonne Horton
AGENCY SECRETARY

APPROVED AS TO FORM:
By: _____
Kenneth Campos
GENERAL COUNSEL FOR
SUCCESSOR AGENCY

APPROVED:
By: _____
Royce K. Jones
KANE BALLMER &
BERKMAN
SPECIAL COUNSEL FOR
SUCCESSOR AGENCY

ATTACHMENT "A"

SCOPE OF WORK

This Scope of Work is affixed to the AGREEMENT between the SUCCESSOR AGENCY and MACHINEOUS CONSULTANTS ("CONTRACTOR") concerning design, fabrication, and installation of perforated galvanized steel screens with support structures and four electric single lane rollup doors at Parking Garage #2 which is owned and operated by the SUCCESSOR AGENCY. The AGREEMENT is an amended and restated version of the PRIOR CONTRACT. Any capitalized terms not defined herein shall have the meanings ascribed in the AGREEMENT.

In furtherance of the AGREEMENT, CONTRACTOR specifically agrees to complete two phases of work on Parking Garage #2 as follows:

Phase One

(a) design engineering and detailed plans for all galvanized steel screen panels and steel support structures; (b) prepare shop drawing and structural calculation book for approval by the SUCCESSOR AGENCY; (c) fabricate about Six Thousand (6,000) square feet of galvanized steel screen panels and sufficient galvanized steel support structure for said Six Thousand (6,000) square feet of galvanized steel screen panels; (d) fabricate three (3) galvanized open screen rollup doors; two (2) of which are of single passenger car lane width and height for use as the exit and entry and the last rollup is to be of the appropriate width and height to fully prevent, shield, and close off the exposed rooftop level from the penultimate highest interior level of Parking Garage #2; (e) fabricate Four (4) exit doors and screens—two (2) for street level with panic bars and two (2) for roof level from stairs; and (f) fabricate screens and manual gate to roof level on parking ramp. Phase One costs are One Hundred Thirty Three Thousand Dollars (\$133,000).

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Phase Two

(a) deliver and install all materials to complete contractual requirement for Phase One for perforated galvanized steel screen with its support structure and four (4) electric rollup doors and street and roof exit doors; and (b) rent all equipment for installation of items above in Phase One, including scaffolding as needed; and (c) perform sufficient site visits and updates to SUCCESSOR AGENCY. Phase Two costs are One Hundred Fifty Five Thousand Dollars (\$155,000).

Plan Check Fees, Building Permit fees and Site Plan Review fees

The amount of Nineteen Thousand Two Hundred Forty Three Dollars (\$19,243) has been included in the COMPENSATION and segregated to pay for the SUCCESSOR AGENCY responsibility for payment of plan check fees, building permit fees, and site plan review fees.

Lighting – Completed by CONTRACTOR with a LIGHTING SUBCONTRACTOR

CONTRACTOR shall complete and satisfy all SUCCESSOR AGENCY and CITY requirements for exterior lighting of the Parking Garage #2, including, but not limited to, preparing and sufficiently lighting the screen and exterior building, as well as design, integration, budget, with lighting of sufficient quality, LED, color change, and visibility as approved by the SUCCESSOR AGENCY Executive Director, or designee, and meeting all CITY requirements. CONTRACTOR has solicited and is fully responsible for completion by its lighting subcontractor E SQUARED LIGHTING DESIGN, 2316 Ralston Lane, Redondo Beach, CA 90278 (Erin Erdman, Owner) (“LIGHTING SUBCONTRACTOR”) and warrants for any payments on Attachment “B2” to the LIGHTING SUBCONTRACTOR shall be payable by the SUCCESSOR AGENCY to both CONTRACTOR and LIGHTING SUBCONTRACTOR in the same warrant.

Signage – Completed by CONTRACTOR with a SIGNAGE SUBCONTRACTOR

CONTRACTOR shall complete and satisfy all SUCCESSOR AGENCY and CITY requirements for exterior signage for Parking Garage #2, including, but not

limited to, preparing a production budget for a total of nine (9) signs, consisting of seven (7) overhead signs at entrances and exists for pedestrians and vehicles and two (2) larger signs for street and alley facades. Signage to be designed and integrated into Parking Garage #2 as allowable by the CITY and approved by the SUCCESSOR AGENCY Executive Director or designee of the sufficient quality, durability, output, lumen units, and luminous flux for the use and purpose sought by the SUCCESSOR AGENCY. CONTRACTOR has solicited and is fully responsible for completion by its signage subcontractor SWETT-SHOP DESIGN STUDIO, 734 Pier Avenue, Santa Monica, CA 90405 (“SIGNAGE SUBCONTRACTOR”) and warrants for any payments on Attachment “B2” to the SIGNAGE SUBCONTRACTOR shall be payable by the SUCCESSOR AGENCY to both CONTRACTOR and SIGNAGE SUBCONTRACTOR in the same warrant.

Landscaping – Completed by CONTRACTOR with a Landscape Architect

CONTRACTOR shall complete and satisfy all SUCCESSOR AGENCY and CITY requirements for exterior landscaping for Parking Garage #2, including, but not limited to, researching drought tolerant, low maintenance, and durable vegetation, as well as the acquisition, design, and installation of the landscaping to the tastes, desires, and suitability and visibility as approved by the SUCCESSOR AGENCY Executive Director, or designee, and meeting all CITY requirements. CONTRACTOR has solicited, but not yet selected a licensed landscape architect, however agrees to be fully responsible for completion by its landscaping subcontractor (“LANDSCAPING SUBCONTRACTOR”) and warrants for any payments on Attachment “B2” to the LANDSCAPING SUBCONTRACTOR shall be payable by the SUCCESSOR AGENCY to both CONTRACTOR and LANDSCAPING SUBCONTRACTOR in the same warrant.

MOTORIZED ROLL-UP DOORS

CONTRACTOR agrees to purchase, design, and coordinate installation and assure full operation of the three (3) industrial heavy duty garage door opener motors,

of at least one (1) horsepower, to open and close the sectional metal roll-up doors with a minimum drive shaft of one and one quarter (1.25 or 1 ¼) inch, door height rating minimum of one hundred thirty (130) inches, being fabricated by the CONTRACTOR. There shall be a minimum of one (1) of said motors installed on top of each of the three (3) roll-up doors. While the installation and hook-up is to be completed by other contractors hired by the SUCCESSOR AGENCY, the design, acquisition, selection, capacity, and integration of the three (3) motors is assured and guaranteed by the CONTRACTOR and any payment on Attachment B2 may be withheld by the SUCCESSOR AGENCY should motors be inoperative for any reason. The compensation for CONTRACTOR on Attachment B2 includes all fees, costs, and charges for the purchase, delivery, and installation of the motors on top of the roll-up doors at no additional cost to the SUCCESSOR AGENCY. CONTRACTOR is responsible for selecting and purchasing motors of sufficient capacity and durability approved by the SUCCESSOR AGENCY Executive Director or designee which meet CITY requirements.

IMPROVEMENTS TO BUS STOP STRUCTURE ADJACENT

Upon written notice by SUCCESSOR AGENCY Executive Director or designee to the CONTRACTOR with a specific written request to commence design of certain improvements to the newly installed bus stop structure adjacent, CONTRACTOR shall meet, confer, and develop a design for implementation of the SUCCESSOR AGENCY's desired improvements, modifications, or replacement of the existing newly installed bus stop structure adjacent to Parking Garage #2. Following receipt of said written notice instructing the CONTRACTOR to present a design for said improvements according to the SUCCESSOR AGENCY's improved bus stop structure in harmony with the Capital Improvements to Parking Garage #2, the CONTRACTOR shall then promptly commence and complete the improvements according to the agreed upon work schedule negotiated with the SUCCESSOR AGENCY Executive Director or designee. Notwithstanding the foregoing and at no cost to the SUCCESSOR

AGENCY, the SUCCESSOR AGENCY, in its sole and absolute discretion, reserves the right to withhold improving the newly installed bus stop structure adjacent and not transmit a specific written request to the CONTRACTOR referenced in the first sentence of this paragraph without incurring the estimated Twenty Five Thousand Dollars (\$25,000) allocated for this portion of the Capital Improvements, inclusive of all required permits from CITY.

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The terms of this Scope of Work shall supersede the CONTRACTOR's proposal, unless otherwise referenced herein.

A. General Terms

1. CONTRACTOR agrees to cooperate with SUCCESSOR AGENCY and CITY staff, along with any and all other contractors performing work and/or operating on or about Parking Garage #2.

2. At no additional expense to the SUCCESSOR AGENCY, CONTRACTOR agrees to dispose of all waste generated in connection with this AGREEMENT according to the terms of all permits and applicable local, State, and Federal laws.

3. SUCCESSOR AGENCY does not agree to incur any additional costs other than those set out herein and payment for which is set out in the Compensation section of the AGREEMENT and Attachment "B" to the AGREEMENT.

4. Unless otherwise agreed upon, SUCCESSOR AGENCY has placed a contingency in the even the SUCCESSOR AGENCY is required to comply with any requirements imposed upon the SUCCESSOR AGENCY during the plan check, building permit, and site plan review process. Should there be any overruns or additional fees and costs, of any kind or nature, above the contingency in this AGREEMENT, such overruns or additional fees and costs shall be the responsibility of the CONTRACTOR.

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B. Design, Fabrication, and Installation of Screens and Rollup Doors, and if requested, Certain Improvements to the Newly Installed Bus Stop Structure Adjacent

1. The PARTIES agree the AGREEMENT is to perform those Capital Improvements to Parking Garage #2 to allow the SUCCESSOR AGENCY and CITY to protect the health and safety of the public.

2. Specifically, the AGREEMENT is to provide galvanized steel screens with support structures to cover three of the five stories of Parking Garage #2 on the East and West sides and five story tall narrow infill screens at the Southside of Parking Garage #2. The work to be performed by CONTRACTOR is also to include the design, fabrication, and installation of two street level exist doors, three electric rollup doors (two single lane rollup doors for the entry and exit at the street level and a third at the appropriate height and width to fully prevent, shield, and close off the exposed rooftop level from the penultimate highest interior level of Parking Garage #2), closures to the roof with two rooftop exit doors and a parking ramp with a manual sliding gate.

3. At the conclusion of the AGREEMENT, delivery of the final product by the CONTRACTOR to the SUCCESSOR AGENCY as contemplated herein, and at no additional cost other than what is set forth in Attachment "B" to the AGREEMENT, the SUCCESSOR AGENCY expects all galvanized screens, support structures, screen doors, and rollup doors to be fully operational and ready to use by the public.

4. Should there be any necessity to perform additional foundation work to Parking Garage #2 to install any structure, such additional foundation work is not approved if it does not fit within the appropriated contingency in the COMPENSATION, considering all other factors specified herein. To the extent such additional foundation work is required and necessary and not within the contingency considering all other factors herein which may draw against said contingency, this AGREEMENT must be amended by a separate writing.

ATTACHMENT "B1"

AMENDS ATTACHMENT "B" IN PRIOR CONTRACT

PRIOR CONTRACT AMOUNT:

\$288,000.00 (Phase 1 Fabrication Cost and Phase 2 Installation Cost=Project Cost)
\$43,200.00 (15.0% Request for Information ("RFI") – Change Order Contingency)
\$19,243.00 (CITY Plan Check Fees, Building Permit fees, and Site Plan Review fees)
\$350,443.00 (Total Contract, Project Cost, 15.0% RFI – Change Order Contingency & City fees)

PAYMENT TERMS:

- ~24.0% Down payment totaling \$86,243 which is 64.844% of **Phase 1** which totals \$133,000 to place order [This payment was made and work commenced.]
 - ~06.0% Progress Payment of \$23,378 at a reasonable point of 75% **Phase 1** fabrication completion which is 17.578% of \$133,000.
 - ~05.0% CITY Plan Check Fees, Building Permit fees, and Site Review fees in the amount of \$19,243.00.
 - ~06.0% Phase 1 Completion Payment of \$23,378 at the completion of **Phase 1** where this final payment is 17.578% of \$133,000.
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- ~11.0% Payment to Initiate Installation of \$38,750 which is 25% of **Phase 2** which totals \$155,000.
 - ~19.0% Progress Payment of \$69,750 which is 45% of **Phase 2** payable at a reasonable point when 75% of installation of **Phase 2** is satisfied.
 - ~13.0% Phase 2 Completion Payment of \$46,500 at the completion of **Phase 2** where this final payment is 30% of \$155,000.
 - ~12.0% RFI – Change Order Contingency for RFI requests and approved change orders which is \$43,200 or 15% of the \$288,000 Phase 1 and 2 Project Cost.
 - ~04.0% Retention of \$14,400 which is 5% of the \$288,000 which is the total for Phase 1 and 2 to be paid 30 days after project completion.

NOTE 1: The SUCCESSOR AGENCY may deduct 5% from each payment above as a Retention to be remitted at the discretion of the SUCCESSOR AGENCY thirty (30) days after project completion.

NOTE 2: The 15% Contingency totaling \$43,200 shall be drawn only following an approved change order by the SUCCESSOR AGENCY Executive Director or designee.

ATTACHMENT "B2"

ADDITION OF LIGHTING, SIGNAGE, LANDSCAPING, MOTOR FOR ROLL-UP DOORS, AND POTENTIALLY CERTAIN IMPROVEMENTS TO THE NEWLY INSTALLED BUS STOP STRUCTURE ADJACENT SHOWING ADDITIONAL COSTS OVER AND ABOVE ATTACHMENT "B" IN PRIOR CONTRACT AND ATTACHMENT "B1" OF THE AGREEMENT

ADDITIONAL CONTRACT AMOUNTS:

\$97,825.00 (Materials, Design, Integration, and Installation of Lighting)

\$30,775.00 (Materials, Design, Integration, and Installation of Signage)

\$5,660.00 (Research, Materials, Design, Integration, and Installation of Landscaping)

\$9,500.00 (Three (3) Motors Integrated into Design of Fabricated Roll-Up Doors)

\$25,000.00 (Only upon written notice and up to and not to exceed \$25,000 for all design, materials, integration, and installation of certain improvements to the existing and newly installed bus stop structure adjacent following written notice and instructions from SUCCESSOR AGENCY Executive Director or designee; this portion of Capital Improvements may be withheld, withdrawn, and not exercised at the discretion of the SUCCESSOR AGENCY Executive Director or designee)

\$168,760.00 (Up to and Not to Exceed Total Additional Contract Amount)

PAYMENT TERMS:

- A. \$12,825 Paid as follows: (1) fifty percent (50%) of \$12,825 within fifteen (15) of execution of this AGREEMENT by the SUCCESSOR AGENCY; (2) fifty percent (50%) of \$12,825 within thirty (30) following Receipt of Screen and Building Sign Lighting Design & Integration Materials from CONTRACTOR and E SQUARED LIGHTING DESIGN, 2316 Ralston Lane, Redondo Beach, CA 90278 (Erin Erdman, Owner)("LIGHTING SUBCONTRACTOR"); Warrant payable to CONTRACTOR and LIGHTING SUBCONTRACTOR.
- B. \$85,000 Paid as follows: (1) fifty percent (50%) of actual cost and not to exceed fifty percent (50%) of \$85,000 or \$42,500 within fifteen (15) days of execution of this AGREEMENT by the SUCCESSOR AGENCY; (2) not to exceed \$20,000 upon Delivery of the Screen and Building Sign by CONTRACTOR and LIGHTING CONTRACTOR; (3) not to exceed \$15,750 upon Installation and Full Operation of Screen and Building Sign by CONTRACTOR and LIGHTING SUBCONTRACTOR as approved by SUCCESSOR AGENCY and permitted by the CITY of the significant quality, LED, color, and quality fixtures approved by the SUCCESSOR AGENCY

Executive Director or designee; and (4) a \$4,250 retention by the SUCCESSOR AGENCY.

- C. \$22,000 Paid as follows: (1) fifty percent (50%) of actual cost and not to exceed fifty percent (50%) of \$22,000 or \$11,000; (2) not to exceed \$9,900 upon Receipt and Approval by the SUCCESSOR AGENCY of Nine (9) signs, consisting of seven (7) overhead signs, for entrances, exits, for pedestrians and vehicles as well as two (2) larger façade signs for street and alley designed and completed by CONTRACTOR and SWETT-SHOP DESIGN STUDIO, 734 Pier Avenue, Santa Monica, CA 90405 ("SIGNAGE SUBCONTRACTOR"); and (3) a \$1,100 retention by the SUCCESSOR AGENCY.
 - \$8,775 Paid upon Installation and Full Operation of Seven (7) Signs on the Parking Garage #2 by CONTRACTOR and SIGNAGE SUBCONTRACTOR as approved by SUCCESSOR AGENCY and permitted by the CITY of the significant quality, color, and quality fixtures approved by the SUCCESSOR AGENCY Executive Director or designee.
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- \$2,160 Paid upon Receipt and Approval by the SUCCESSOR AGENCY of planter design and selection, with supporting research results by a licensed landscape architect subcontracted by CONTRACTOR and approved by the SUCCESSOR AGENCY Executive Director or designee ("LANDSCAPING SUBCONTRACTOR").
 - \$3,500 Paid upon Installation by the CONTRACTOR and LANDSCAPING SUBCONTRACTOR of the planter, plants selected by the SUCCESSOR AGENCY Executive Director or designee, of low maintenance, low water consumption, and of sufficient durability for the use and purposes as permitted by the CITY and approved by the SUCCESSOR AGENCY Executive Director or designee
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- \$9,500 Paid upon Installation and Full Operation of Three (3) Roll-Up Motors on the Parking Garage #2 by CONTRACTOR as approved by SUCCESSOR AGENCY and permitted by the CITY of the significant quality, capacity, durability, and quality fixtures approved by the SUCCESSOR AGENCY Executive Director or designee.
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- \$25,000 Paid only following specific written notice to proceed with the design of certain improvements to the existing and newly installed bus stop structure adjacent; said payment schedule may be amended, changed, modified, and revised according to the written instructions of the SUCCESSOR AGENCY Executive Director or designee following the written notice to proceed with this portion of the Capital Improvements and said written notice may, in the sole and absolute discretion of the SUCCESSOR AGENCY Executive Director or designee may be withheld; notwithstanding the foregoing, and should this portion of the Capital Improvements be implemented, the cost shall be up to and not exceed Twenty Five Thousand Dollars (\$25,000) paid as follows: (1) at the time written instructions from the SUCCESSOR AGENCY Executive Director or designee approving the design of said improvements, Fifty Percent (50%) of actual cost, i.e., depending upon written notice and instructions, up to and not to exceed Twelve Thousand Five Hundred Dollars (\$12,500); (2) thereafter, at the time of delivery of materials by CONTRACTOR according to the design approved by SUCCESSOR AGENCY and as permitted by the CITY of the significant quality, capacity, durability, and quality fixtures approved by the SUCCESSOR AGENCY Executive Director or designee, Twenty Five Percent (25%) of actual cost, i.e. depending upon written notice and instructions, up to and not to exceed Six Thousand Two Hundred Fifty Dollars (\$6,250); (3) thereafter and upon completion and acceptance by the SUCCESSOR AGENCY Executive Director or designee, Ten Percent (10%) of actual cost, i.e. depending upon written notice and instructions, up to and not to exceed Two Thousand Five Hundred Dollars (\$2,500); and (4) the agreed upon retention of Fifteen Percent (15%) of actual cost, i.e. depending upon written notice and instructions, up to and not to exceed Three Thousand Seven Hundred Fifty Dollars (\$3,750) as approved by SUCCESSOR AGENCY and permitted by the CITY of the significant quality, capacity, durability, and quality fixtures approved by the SUCCESSOR AGENCY Executive Director or designee.

ATTACHMENT "B3"
COMPENSATION

CONTRACT AMOUNT:

\$288,000.00 (Phase 1 Fabrication Cost and Phase 2 Installation Cost=Project Cost)

\$43,200.00 (15.0% RFI – Change Order Contingency)

\$168,760.00 (Lighting, Sign, Landscape, Roll-up Door Motor, & Bus Stop Additions)

\$19,243.00 (CITY Plan Check Fees, Building Permit fees, and Site Plan Review fees)

\$519,203.00 (Total Contract, Project Cost, 15.0% RFI – Change Order Contingency,
Additional Lighting, Signage, Landscaping, and Roll-Up Motor Project
Cost Increases & City fees)

PAYMENT TERMS:

- See Attachment "B1" for Schedule for Phase 1 and 2 Project in PRIOR CONTRACT
- See Attachment "B2" for Payment Terms for Lighting, Signage, Landscaping, Roll-Up Door Motor, and potential, certain Bus Stop improvement Additions