Tuesday, January 24, 2023
Closed Session – 1:00 p.m.
Open Session – 2:00 p.m.

Web Sites:
www.cityofinglewood.org
www.cityofinglewood.org/253/Successor-Agency
www.cityofinglewood.org/688/Housing-Authority
www.cityofinglewood.org/654/Finance-Authority
www.cityofinglewood.org/839/Parking-Authority

*****NOTE FROM THE CITY*****
COVID-19 PUBLIC SERVICE ANNOUNCEMENT REGARDING MEETINGS OF THE INGLEWOOD CITY COUNCIL AND OTHER CITY LEGISLATIVE BODIES

Until further notice, meetings of the Inglewood City Council and other City legislative bodies will be conducted pursuant to California Government Code section 54953(e), which allows the City to use teleconferencing for members of the public to access a meeting and to address the legislative body via a call-in option.

CALL-IN OPTION

1. Members of the public who wish to attend a public meeting and address the City Council or other legislative body during a public meeting must use the call-in option noted below:

   - Members of the public may listen and make oral public comments telephonically by dialing:
     - Dial-in for Closed Session: 1-669-900-6833 Meeting ID: 825 5030 7638 Passcode: 024788
     - Dial-in for Open Session: 1-888-251-2949 or 215-861-0694, using the specific access codes detailed below for the respective City Council Dates:

   - January 24, 2023 – Access Code: 8161815# wait 3 seconds and press # again
   - January 31, 2023 – Access Code: 1571707# wait 3 seconds and press # again
In the event of a disruption which prevents the City from broadcasting the meeting to the public using the call-in option, or in the event of a disruption within the City’s control which prevents the public from offering public comments using the call-in option, the City Council and other legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option is restored.

ALTERNATIVE METHODS

The City also provides alternative methods for members of the public to submit comments and/or to observe a public meeting. The following alternative methods are provided to the public as a matter of convenience only and the disruption in service to any alternative method does not preclude the City Council or other legislative body from taking further action on an agenda item. In the event of a disruption to any alternative method below members of the public should use the call-in option above.

2. Submitting Comments Prior to Public Meeting: Members of the public may choose to submit comments electronically for consideration by the City Council or other City Legislative Body by sending them to the City Clerk/Secretary at athompson@cityofinglewood.org and Deputy City Clerk at aallen@cityofinglewood.org. To ensure distribution to the members of the Legislative Body prior to consideration of the agenda, please submit comments prior to 8:00 a.m. the day of the meeting, and in the body of the email, please identify the agenda number or subject matter. Correspondence should indicate the meeting date and agenda item. Comments received after 8:00 a.m. and prior to the close of the public hearings will be made part of the official public record of the meeting. Contact the Office of the City Clerk at 310-412-5280 with any questions.

3. Viewing and Listening to the Meeting without Making Public Comments:
   - On Spectrum Cable Channel 35 with audio and limited video. Please check with your cable provider for details.
   - Live online through Facebook Live, with audio and limited video, at https://www.facebook.com/cityofinglewood/

4. Public attendance at Gladys Waddingham Lecture Hall (located adjacent to the Main Library) to view meeting and make public comments via audio/video.

ACCESSIBILITY: If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, or translation services in order to observe and/or offer public comment may request such reasonable modification, accommodation, or service by contacting the Office of the City Clerk by telephone at 310-412-5280, FAX at 310-412-5533, One Manchester Boulevard, First Floor, Inglewood City Hall, Inglewood, CA 90301 or via email to athompson@cityofinglewood.org and aallen@cityofinglewood.org no later than 24 hours prior to the scheduled meeting.

AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY

MAYOR/CHAIRMAN
James T. Butts, Jr.

CITY CLERK/SECRETARY
Aisha Thompson
CLOSED SESSION – 1:00 P.M.

Call to Order
Roll Call

PUBLIC COMMENTS REGARDING CLOSED SESSION ITEMS

Persons wishing to address the Inglewood City Council on the Closed Session items may do so at this time.

CS-1. Closed Session – Confidential – Attorney/Client Privileged; City Council Conference with Legal Counsel regarding pending litigation pursuant to Government Code Section 54956.9(d)(1); Stephanie Mouton v. City of Inglewood; LASC Case No.: 22STCV12256.

OPENING CEREMONIES – 2:00 P.M.

Call to Order
Pledge of Allegiance
Roll Call

PUBLIC COMMENTS REGARDING AGENDA ITEMS

Persons wishing to address the Inglewood City Council/Successor Agency/Housing Authority on any item on the agenda, other than the Public Hearing, may do so at this time.

WARRANTS AND BILLS (City Council/Successor Agency/Housing Authority)

1. CSA-1 & H-1.

Warrant Registers.

Recommendation:

1. Allow for Payment of Bills.

Documents:

1.CSA-1,H-1.PDF

PUBLIC HEARINGS

PH-1. ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

Signage Regulation Consistency, and Floor Area Definition Citywide.

Recommendation:

1. Receive public comments;
2. Affirm Categorical Exemption (EA-CE-2022-114);
3. Motion to waive further reading; and
4. Introduce Ordinance.

Documents:

PH-1.PDF

CONSENT CALENDAR

These items will be acted upon as a whole unless called upon by a Council Member.

2. CITY ATTORNEY’S OFFICE

Letters from the City Attorney’s Office recommending the following:

A. Reject Claims in accordance with Government Code, Section 913:

1. Dianna Bright for alleged personal injury; uneven concrete on March 30, 2022.
2. Tandra Ybarra for alleged vehicle damage; collision on September 30, 2022.

B. Reject Insufficient Claim in accordance with Government Code, Section 913:

1. Marvin McCoy for alleged failure to provide public records on unknown date.

Recommendation:

1. Reject Claims listed as A-1 and A-2; and
2. Reject Insufficient Claim listed as B-1.

3. CITY MANAGER’S OFFICE

Staff report recommending that the Mayor and Council Members provide a retroactive approval authorizing the Mayor to immediately sign the California Form 602 (Lobbying Firm Activity Authorization) for the 2023-2024 State of California Legislative Session, effective December 31, 2022.

Recommendation:

1. Provide retroactive approval; and
2. Adopt a resolution authorizing the Mayor to sign all future California Form 602 Lobbying Firm Activity Authorizations upon request and without further Council Action.

Documents:

3.PDF

4. ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

Staff report recommending that the Mayor and Council Members approve three (3)-year professional services agreements to provide building plan check and inspection consulting services. (General Fund)

Recommendation:
1. Approve professional services agreements in a total amount not to exceed $1,200,000 with the following consultants:

   a. WSP USA Environment & Infrastructure, Inc.;
   b. The Code Group, Inc.;
   c. CSG Consultants, Inc.;
   d. J. Lee Engineering, Inc.;
   e. California Code Specialties, Inc.;
   f. True North Compliance Services, Inc.;
   g. Interwest Consulting Group, Inc.; and
   h. Jason Addison Smith Consulting Services, Inc. dba JAS Pacific; and


Documents:

4.PDF

5. ITC DEPARTMENT

Staff report recommending that the Mayor and Council Members authorize payment of outstanding invoices submitted by Velosimo for contracting work. (ITC Fund)

Recommendation:

1. Authorize payment in the total amount of $8,370.

Documents:

5.PDF

6. POLICE DEPARTMENT

Staff report recommending that the Mayor and Council Members approve a Retail Center Lease with Hollywood Park Retail/Commercial Investors, LLC (HPRCI), for use of space within SoFi Stadium. (General Fund)

Recommendation:

1. Approve Retail Center Lease in an annual amount of $1;
2. Authorize the Chief of Police (or designee) to approve similar agreements related to the Police Department’s operations at the Retail Center, subject to prior review and approval by the City Attorney;
3. Approve a Reimbursement Agreement with HPRCI in the total amount of $226,216.98 (includes a twenty percent (20%) contingency, in the amount of $37,702.83, for any
Adopt a resolution amending the Fiscal Year 2022-2023 Budget to transfer funds in the amount of $226,216.98. (General Fund)

Documents:
6.PDF

7. PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT / PUBLIC WORKS DEPARTMENT

Staff report recommending that the Mayor and Council Members approve the establishment of the Inglewood Transit Connector Public Art Program (Art Program). (Measure R Funds)

Recommendation:
1. Approve the establishment of the Art Program in the amount of $200,000; and
2. Adopt a resolution amending the Fiscal Year 2022-2023 Annual Budget.

Documents:
7.PDF

8. PUBLIC WORKS DEPARTMENT

Staff report recommending that the Mayor and Council Members adopt a resolution rejecting all bids submitted for the Inglewood Well No. 4 Rehabilitation Project (Bid No. CB-23-01) and authorizing staff to revise and rebid the project.

Recommendation:
1. Adopt resolution.

Documents:
8.PDF

DEPARTMENTAL REPORTS

DR-1. PUBLIC WORKS DEPARTMENT

Staff report recommending that the Mayor and Council Members approve an Agreement with Southern California Edison (SCE) for a Method of Service Study (MOS) for the ITC Project.

Recommendation:
1. Approve Agreement;
2. Authorize the Mayor to execute the Agreement for the
Study;
3. Adopt a resolution amending the Fiscal Year 2022-2023 Budget to fund the Method of Service Study deposit, in the amount of $100,000, performed by SCE for the Inglewood Transit Connector Project; and
4. Approve a City controlled and directed 15% contingency in an amount not to exceed $15,000.

Documents:

DR-1.PDF

REPORTS – CITY ATTORNEY


A-2. Oral reports – City Attorney

REPORTS – CITY MANAGER

CM-1. Oral reports – City Manager.

REPORTS – CITY CLERK

CC-1. Oral reports – City Clerk.

INGLEWOOD SUCCESSOR AGENCY

Call to Order
Roll Call

CSA-1, H-1
Warrant Registers.

Recommendation:
1. Allow for Payment of Bills.

Documents:
1.CSA-1,H-1.PDF

ADJOURNMENT INGLEWOOD SUCCESSOR AGENCY

INGLEWOOD HOUSING AUTHORITY

Call to Order
Roll Call

H-1, 1, CSA-1
Warrant Registers.

Recommendation:
1. Allow for Payment of Bills.
H-2. SECTION 8, HOUSING, AND CDBG DEPARTMENT

Staff report recommending that the Chairman and Housing Authority Members approve a month-to-month lease agreement with Laerte Martins to occupy 340 square feet of office space at 243 East Queen Street, Inglewood, California 90301.

Recommendation:

1. Approve lease agreement in a monthly amount of $775.20.

Documents:

H-2.PDF

ADJOURNMENT INGLEWOOD HOUSING AUTHORITY

APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

PUBLIC COMMENTS REGARDING OTHER MATTERS

Persons wishing to address the City Council on any matter connected with City business not elsewhere considered on the agenda may do so at this time. Persons with complaints regarding City management or departmental operations are requested to submit those complaints first to the City Manager for resolution.

MAYOR AND COUNCIL REMARKS

The members of the City Council will provide oral reports, including reports on City related travels where lodging expenses are incurred, and/or address any matters they deem of general interest to the public.

ADJOURNMENT CITY COUNCIL

In the event that today’s meeting of the City Council is not held, or is concluded prior to a public hearing or other agenda item being considered, the public hearing or non-public hearing agenda item will automatically be continued to the next regularly scheduled City Council meeting. If you will require special accommodations, due to a disability, please contact the Office of the City Clerk at (310) 412-5280 or FAX (310) 412-5533, One Manchester Boulevard, First Floor, Inglewood City Hall, Inglewood, CA 90301. All requests for special accommodations must be received 72 hours prior to the day of the Council Meetings.

* No Accompanying Staff Report at the Time of Printing

** Serves in that Capacity for Successor Agency, Housing Authority, Finance Authority, Parking Authority, and Joint Powers Authority
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Total for 169 Checks  
$5,096,209.07
DATE: January 24, 2023

TO: Mayor and Council Members

FROM: Economic and Community Development Department


RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Receive public comments;
2. Affirm Categorical Exemption (EA-CE-2022-114); and

BACKGROUND:
Over the course of day-to-day implementation of the Zoning Code, as part of the review of development projects, staff is periodically confronted with code provisions that are obsolete or unclear. In this process, staff identified potential amendments related to Residential Accessory Structures, Downtown Inglewood Development Standard Consistency, Cosmetology Schools, Liquor Store State Code References, Signage Regulation Consistency, and Floor Area Definition to be presented to the Planning Commission.

On December 7, 2022, the Planning Commission considered the draft ordinance and approved Resolution No. 1944, recommending approval of ZCA 2022-005.

On January 10, 2023, the City Council set a public hearing for January 24, 2023, to consider the Zoning Code Amendment.

DISCUSSION:
Below is a summary of the Code Amendments recommended by the Planning Commission for City Council adoption:
Residential Accessory Structures as Short-Term Rentals

In July 2022, the City adopted regulations for Short-Term Rentals (STR). In the day-to-day application of the new STR regulations, the Housing Protection Department and City Administration have determined there is a need to consider allowing STRs in Residential Accessory Structures (e.g. rumpus/recreation rooms, pool rooms, etc.) that contain a full bathroom but not a kitchen. Currently, the Inglewood Municipal Code (IMC) prohibits accessory structures from having a full bathroom, to be used for sleeping purposes, and to be income-producing/rented separately from the main house. By allowing these ancillary structures to be used for STR, resident property owners will be able to directly benefit financially from events in the City, while still living full-time in their residence, on the same site. The Planning Commission proposes that language in the Code be modified for accessory structures as follows:

- Allow accessory structures to have full bathrooms.
- Allow accessory structures to be rented as Short Term Rentals (not as dwelling units).
- Allow Accessory structures to be used for STR sleeping purposes (not as dwelling units).

Per the Short-Term Rental Division, accessory structures would be rented under the category of “Hosted Short-Term Rental” because the owner would be staying in the main residence.

Cosmetology Schools

Cosmetology schools are considered a type of Trade School and under the IMC, Trade Schools are subject to Special Use Permit (SUP) approval. In recent years, the Planning Division has received three Special Use Permit applications for Cosmetology Schools proposed in the Downtown Area. Two have been approved and one application was withdrawn. To date, one Cosmetology School has opened. Applicants have indicated their reasons for not opening were restrictions placed on their operations through the conditions of approval, restricting the ability of students to practice their trade on customers and to charge for these student provided services.

Below is an example of a condition of approval placed on a recent Cosmetology School SUP Resolution:

“That the applicant will not operate a barbershop, beauty salon, or similar use at the subject site or provide similar services to the general public during hours of operation not during hours of non-operation. Beauty and barbering services may only be provided by the students for educational purposes and not for a fee.”

The reason for this and similar conditions of approval for cosmetology schools relate to salon/barbershop regulations in the Downtown Area. In Downtown, since 2002, new salons, barbershops, and the like, have been prohibited under the IMC. The conditions were applied to Cosmetology Schools Downtown in order to prevent de facto salon uses.

Applicants have expressed issues with the conditions of approval because they limit opportunities for the following:
1. Students to gain experience in the entrepreneurial side of the beauty and barber industry by building clientele and developing customer service skills; 
2. Students to practice providing a diverse array of services on clientele (rather than on mannequins alone) in order to meet California Board of Barbering and Cosmetology (BBC) practicum curriculum requirements and pass their examinations; 
3. The schools and their ability to be economically viable, and compete with schools in other jurisdictions that provide those opportunities to students.

With an understanding of the limitations placed on Cosmetology Schools from recent applicants, in 2020 the Planning Commission asked staff to explore the conditions of approval that applicants have expressed concern with.

On August 5, 2020, Staff presented an overview of Cosmetology School operational needs and proposed policy changes to the Planning Commission (Attachment No. 1). At the conclusion of Staff’s presentation and Planning Commission discussion, a motion was made directing staff to look into modifying the Code as it relates to Beauty and Barber School operations.

Based on staff’s analysis, the Planning Commission recommends establishing the definition for a Cosmetology School to effectively allow students to provide services to the public subject to the following: 
1) Proof of licensing from the State to operate a school, and; 
2) That all posted advertisements to the public clearly describe that all services are provided by students.

**Downtown Inglewood Development Standard Consistency**
In 2016, the City adopted the Downtown/Fairview Heights Transit Oriented Development (TOD) Plan. The TOD plan changed the zoning in Downtown Inglewood from Limited Commercial (C-1) to Historic Core (H-C) and Mixed-Use 1 (MU-1). With the newly formed zoning designations, staff applied the C-1 development standards to uses downtown where the TOD was silent. In an effort to provide clarity to applicants regarding which standards apply, the Planning Commission recommends that the applicable development standards (Outdoor Dining Development Standards and Special Downtown Development Standards) be incorporated into the H-C and MU-1 zones. This primarily includes Outdoor Dining Standards and design standards related to live-work, awnings, security features and other design requirements.

**Liquor Store State Code Reference**
Within the Zoning Code, for regulations related to off-site liquor sales, the IMC references California Business and Professions Code Section 23789. The purpose of this reference was to ensure that liquor stores were not within 600 feet of non-profit youth facilities. However, as written, the reference is somewhat unclear. Furthermore, State Code numbers can change from time to time, inadvertently making the reference obsolete. In order to clarify the requirements, The Planning Commission recommends removing the State Code reference and instead provide specific examples of the uses listed within said State Code.
Existing IMC Language:
(12) Off-Site Liquor Sales. Liquor stores and any other business selling distilled spirits (sold for off-site consumption) are prohibited within six hundred feet of any school, public playground or nonprofit youth facility per Section 23789 of the California Business and Professions Code and are subject to Special Use Permit approval.

Proposed IMC Language:
(12) Off-Site Liquor Sales. Liquor stores and any other business selling distilled spirits (sold for off-site consumption) are prohibited within six hundred feet of any school, public playground or nonprofit youth facility (e.g. Boy or Girl Scout Facility, Youth Community Center, and the like) and are subject to Special Use Permit approval.

Gross Floor Area Definition
The Zoning Code currently includes a definition for Gross Floor Area that is unclear in that it makes reference to both Gross Area calculation, as well as Net Area calculations. Gross Floor Area is defined as the area within the perimeter of the building or structure, whereas Net Floor Area starts with the Gross Floor Area but subtracts ancillary areas such as hallways, stairwells, bathrooms, etc. This distinction is most critical for the calculation of parking requirements. Currently, for parking calculations, the IMC uses a Net Floor Area standard but is labeled as Gross Floor Area in the definitions which is confusing for the public. In an effort to clarify how floor area is calculated when it comes to parking, the Planning Commission recommends amending the definition for Gross Floor Area, adding a definition for Net Floor Area and clarifying which standard to use for various provisions of the Zoning Code.

Signage Regulation Consistency
In 2016 and 2021, when the Downtown/Fairview Heights and Westchester Veterans/Crenshaw Imperial TOD plans were adopted, respectively, the plans did not address signage regulations within the new zoning designations created by the TOD plans. In practice, in order to maintain consistency with existing signage, staff has applied the previous, respective signage regulations.

In order to provide clarity to applicants on signage regulations within the TOD areas, the Planning Commission recommends the applicable signage regulations to be specified in the IMC for the respective TOD zoning regulations for the site locations. Effectively, the signage regulations that apply to the previous zoning designations would now also apply to the new TOD designations.

**GENERAL PLAN CONSISTENCY**
The proposed project is consistent with Inglewood General Plan and specifically supports the following goals:

Land Use Element:
- General: Promotes Inglewood’s image and identity as an independent community within the Los Angeles metropolitan area because having a Zoning Code that is clear
and consistent makes the City of Inglewood an attractive city to live in and conduct business.

- Commercial: Protect local businesses and encourage the importance of maintaining a strong commercial district in the downtown area because by it clarifies inconsistencies in the Zoning Code related to the Downtown design standards and removes extraneous language.

- Downtown Transit-Oriented District
  Goal #2: Downtown is a revitalized yet forward-looking gathering place for the community.

Policy 2.1: Public Gathering Places. Create public spaces in key locations in the public right-of-way and on privately-owned land. In particular, create a central plaza along Market Street between Florence Avenue and Regent Street and/or in the adjacent parcels suitable for eating, resting and people watching, but also for festivals, concerts and events at special times. By incorporating the outdoor dining regulations into the TOD zones, it removes obstacles towards creating public gathering places.

Environmental Justice Element:
- Goal #1: Residents and stakeholders who are aware of, and effectively participate in, decisions that affect their environment and quality of life.

- Policy EJ-1.1 Ensure that all City activities are conducted in a fair, predictable, and transparent manner because staff has provided public notice of the hearing in compliance with the IMC that allows constituents the opportunity to participate and provide comments.

- Policy EJ-1.2 Provide for clear development standards, rules, and procedures consistent with the General Plan and the City’s vision for its future because by removing ambiguous language from the zoning code, it allows for constituents to read and understand the Code regulations with very little interpretation.

PUBLIC COMMENTS
As of the preparation of this report, no public comments in favor of or against this matter have been received.

ENVIRONMENTAL DETERMINATION
An exemption was prepared in accordance with the California Environmental Quality Act (CEQA), stating that the project will have no significant adverse impact upon the environment (EA-CE-2022-114), a copy of which has been available for review in the Planning Division Office, located on the fourth floor of City Hall. An electronic copy is available by email request at bmccrumby@cityofinglewood.org.
COMMISSION COMMENTS AND RECOMMENDATIONS:
The Planning Commission recommended approval of Zone Code Amendment 2022-005 on December 7, 2022, pursuant to Resolution No. 1944.

FINANCIAL/FUNDING ISSUES AND SOURCES:
There is no fiscal impact.

ATTACHMENTS:
Attachment 1: Notice of Exemption
Attachment 2: December 7, 2022 Planning Commission Minutes
Attachment 3: Planning Commission Resolution No. 1944
Attachment 4: Draft Ordinance

PREPARED BY:
Mindy Wilcox, AICP, Planning Manager
Bernard McCrumby Jr., Senior Planner

COUNCIL PRESENTER:
Christopher E. Jackson, Sr., Economic and Community Development Department Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:  
Christopher E. Jackson, Sr., ECD Dept. Director

CITY MANAGER APPROVAL:   
Artie Fields, City Manager
NOTICE OF EXEMPTION

Prepared in accordance with California Environmental Quality Act Section No. 15300, and the Inglewood Municipal Code, the following Notice of Exemption is made.

Project Title: Zoning Code Amendment ZCA-2022-005
CEQA Case No: EA-CE-2022-114
Location: Citywide
Zoning: Citywide
Project Sponsor: City of Inglewood
Address: One Manchester Boulevard, Inglewood, CA 90301
Agency Contact: Bernard McCrumby, Senior Planner
Telephone: (310) 412-5230

Project Description

Exempt Status
Categorical Exemption: Section 15061(b)(3)

Reason for Exemption
The proposed ordinance qualifies under the "common sense" CEQA exemption pursuant to CEQA Guidelines Section 15061(b)(3), which provides that, where it can be seen with certainty that there is no possibility that a project may have a significant effect on the environment, the project is not subject to CEQA. CEQA only applies to projects that have the potential for causing a significant effect on the environment - either through a direct impact of reasonably, foreseeable indirect impact.

Signature: [Signature]
Name: Bernard McCrumby
Title: Senior Planner
Date: November 21, 2022
A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF INGLEWOOD, CALIFORNIA,
RECOMMENDING CITY COUNCIL APPROVAL OF THE
UPDATE TO THE SAFETY ELEMENT OF THE
INGLEWOOD GENERAL PLAN.

Be approved.

The motion was carried by the following roll call vote:

Ayes: Commissioners Patrick, Rice, Trejo, Shaw-Williams, and
Chairman Springs.

Ms. Wilcox explained the appeal process.

A public hearing to consider Zoning Code Amendment 2022-005 (ZCA-
2022-005) to modify miscellaneous regulations in Chapter 12 of the
Inglewood Municipal Code related to Residential Accessory
Structures, Downtown Inglewood Development Standard Consistency,
Cosmetology Schools, Liquor Store State Code References, Signage
Regulation Consistency, and Floor Area Definition Citywide.

Mr. Bernard McCrumby, Senior Planner, made the staff presentation.

Chairman Springs asked the Planning Commission if there were any
questions for staff.

Commissioner Rice asked staff a question related to outdoor dining.
- Mr. McCrumby responded to Commissioner Rice’s question.

Commissioner Trejo asked staff a question related to beauty and
barber schools.
- Mr. McCrumby responded to Commissioner Trejo’s questions.

Commissioner Shaw-Williams stated her support for facilitating the
operation of beauty/barber schools.

Chairman Springs asked staff questions related to Dwelling units,
specifically ADUs and junior ADUs.
- Mr. McCrumby answered Chairman Springs’ questions.

Commissioner Rice made a concluding statement to staff in support
of facilitating the operation of beauty/barber schools.

Chairman Springs ask the AT&T Operator if there were any callers
on the line to speak for or against this item, there were none per
the AT&T Operator.

Chairman Springs closed the public hearing and called for a motion.

MOTION: Commissioner Trejo made the motion to affirm categorical exemption
EA-CE-2022-114 and adopt a resolution recommending City Council
adoption of BCA-2022-005 and was seconded by Commissioner Patrick
that Resolution No. 1944
Be approved.

The motion was carried by the following roll call vote:

Ayes: Commissioners Patrick, Rice, Trejo Shaw-Williams, and Chairman Springs.

Ms. Wilcox explained there is no appeals process.

(7) NON-PUBLIC HEARING:

7A. DESIGN REVIEW 2022-012 (DR-2022-012).
A non-public hearing to consider Design Review 2022-012 (DR-2022-012) to allow for a new, 5-story, 20-unit multi-family residential building, on C-2 (General Commercial)/MU-1A (Mixed-Use 1A Overlay) zoned property at 3209 Imperial Highway.

This Item No.7A has been requested to be postponed by the applicant.

7B. FINAL TRACT MAP NO. 80314-01 (FTM 80314-01).
A non-public hearing to consider Final Tract Map No. 80314-01 (FTM 80314-01) to finalize the subdivision of approximately 281.6 acres of the 298-acre Hollywood Park Specific Plan zoned property at 1050 S. Prairie.

Ms. Wilcox stated that there is no staff presentation but staff is available for any question the Commission may have.

Chairman Springs asked the Planning Commission if there were any questions for staff, there were none, and called for a motion.

MOTION:
Commissioner Shaw-Williams made the motion to adopt the attached resolution for FTM-80314-01 recommending approval of FTM-80314-01 to the Mayor and City Council subject to the 4 conditions and was seconded by Commissioner Rice that Resolution No. 1945

A RESOLUTION OF THE CITY PLANNING COMMISSION OF THE CITY OF INGLEWOOD, CALIFORNIA, RECOMMENDING APPROVAL TO THE CITY COUNCIL A FINAL TRACT MAP NO. 80314-01 FOR THE HOLLYWOOD PARK SPECIFIC PLAN ON AN APPROXIMATELY 281.6 ACRE SITE AT 1050 SOUTH PRAIRIE AVENUE

Be approved.
RESOLUTION NO. 1944

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF INGLEWOOD, CALIFORNIA, APPROVING AND RECOMMENDING TO THE CITY COUNCIL FOR APPROVAL ZONING CODE AMENDMENT ZCA 2022-005 TO MODIFY MISCELLANEOUS REGULATIONS IN CHAPTER 12 OF THE INGLEWOOD MUNICIPAL CODE RELATED TO RESIDENTIAL ACCESSORY STRUCTURES, DOWNTOWN INGLEWOOD DEVELOPMENT STANDARD CONSISTENCY, COSMETOLOGY SCHOOLS, LIQUOR STORE STATE CODE REFERENCES, SIGNAGE REGULATION CONSISTENCY, AND FLOOR AREA DEFINITION CITYWIDE.

(ZONING CODE AMENDMENT ZCA·2022-005)

WHEREAS, the Planning Commission has determined to modify miscellaneous regulations contained in Chapter 12 of the Inglewood Municipal Code; and

WHEREAS, the Planning Commission scheduled a public hearing for the 7th day of December 2022, in the City Council Chambers, Ninth Floor, of City Hall, beginning at 7:00 p.m. to consider Zoning Code Amendment ZCA·2022-005; and

WHEREAS, notice of the time and place of the hearing was given as required by law; and

WHEREAS, the Planning Commission conducted the hearing at the time and place stated and afforded all persons interested in the matter of the proposed amendment to the Inglewood Municipal Code, or in any matter or subject related thereto, an opportunity to address the Planning Commission and be heard and to submit any testimony or evidence in favor or against the proposed Code Amendments; and

/ /

/ /
WHEREAS, after taking public testimony and fully considering all the
issues, the Planning Commission determined that Zoning Code Amendment
ZCA-2022-005 should be recommended for approval to the City Council as set
forth herein below.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY
OF INGLEWOOD, CALIFORNIA RESOLVES AS FOLLOWS:

SECTION 1.

The Planning Commission has carefully considered all testimony and
evidence presented in this matter, and being so advised, finds the following:

1. That the proposed miscellaneous amendment supports the intent of the
Inglewood General Plan in that it:

   a. Promotes Inglewood’s image and identity as an independent
      community within the Los Angeles metropolitan area because having
      a Zoning Code that is clear and consistent makes the City of
      Inglewood an attractive city to live in and conduct business.

   b. Protect local businesses and encourage the importance of
      maintaining a strong commercial district in the downtown because
      by it clarifies inconsistencies in the Zoning Code related to the
      Downtown design standards and removes extraneous language.

   c. Create public spaces in key locations in the public right-of-way and
      on privately-owned land. In particular, create a central plaza along
      Market Street between Florence Avenue and Regent Street and/or in
      the adjacent parcels suitable for eating, resting and people watching,
      but also for festivals, concerts and events at special times. By
      incorporating the outdoor dining regulations into the TOD zones it
      removes obstacles towards creating public gathering places.
d. Ensure that all City activities are conducted in a fair, predictable, and transparent manner because staff has provided public notice of the hearing in compliance with the IMC that allows constituents the opportunity to participate and provide comments.

e. Provide for clear development standards, rules and procedures consistent with the General Plan and the City’s vision for its future because by removing ambiguous language from the zoning code allows for constituents to read and understand the Code regulations with very little interpretation.

2. The changes to the text of Chapter 12 regarding miscellaneous regulations does not constitute an establishment of unique standards, offering special privilege to a particular individual or group of individuals because the code amendment will apply citywide.

3. That the proposed amendment to modify miscellaneous regulations to the Inglewood Municipal Code is exempt from further review under the California Environmental Quality Act (CEQA), therefore a notice of exemption (EA-CE-2022-114) has been prepared.

SECTION 2.

Pursuant to the foregoing recitations and findings, the Planning Commission of the City of Inglewood, California, hereby recommends approval of Zoning Code Amendment ZCA-2022-005 to the City Council as set forth in Exhibit “A” (City Council Ordinance) attached hereto and made a part thereof.
SECTION 3.

The Secretary of the Planning Commission is hereby instructed to forward a certified copy of this resolution to the City Council as a recommendation of the Planning Commission to approve the proposed amendments to the Inglewood Municipal Code.

Passed, approved and adopted this 7th day of December 2022.

Larry Springle, Chairperson
City Planning Commission
Inglewood, California

ATTEST:

Evangeline Lane, Secretary
City Planning Commission
Inglewood, California
ORDINANCE NO. ________


(Revisions are underlined. Strike through lines represent deleted-text.)

WHEREAS, on ______________ the Planning Commission conducted a public hearing for this matter and approved Resolution No. ______

entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF INGLEWOOD, CALIFORNIA, APPROVING AND RECOMMENDING TO THE CITY COUNCIL FOR APPROVAL, ZONING CODE AMENDMENT ZCA 2022-005 TO MODIFY MISCELLANEOUS REGULATIONS IN CHAPTER 12 OF THE INGLEWOOD MUNICIPAL CODE RELATED TO RESIDENTIAL ACCESSORY STRUCTURES, DOWNTOWN INGLEWOOD DEVELOPMENT STANDARD CONSISTENCY, COSMETOLOGY SCHOOLS, LIQUOR STORE STATE CODE REFERENCES, SIGNAGE REGULATION CONSISTENCY, AND FLOOR AREA DEFINITION CITYWIDE IN CHAPTER 12 OF THE INGLEWOOD MUNICIPAL CODE.

WHEREAS, Resolution No. ________ was presented to the City Council on __________ who then scheduled a public hearing for _______; and,

WHEREAS, notice of the time and place of the hearing was given as required by law; and,
WHEREAS, the City Council conducted the hearing at the time and place stated in the notice and afforded all persons interested in the matter of the proposed amendment to the Inglewood Municipal Code, or in any matter or subject related thereto, an opportunity to appear before the City Council and be heard and to submit any testimony or evidence in favor or against the proposed Code amendments; and,

WHEREAS, after taking public testimony and considering the issues, the City Council determined that certain changes specified herein, should be made to the text of Chapter 12 of the Inglewood Municipal Code; and,

WHEREAS, the City Council has carefully considered all testimony and evidence presented in this matter, and being advised finds as follows:

1. That the proposed miscellaneous amendment does not conflict with and instead supports the intent of the Inglewood General Plan by:
   a. Providing for the orderly development and redevelopment of the City because it clarifies inconsistencies in the Zoning Code and removes extraneous language
   b. Promotes Inglewood’s image and identity as an independent community within the Los Angeles metropolitan area because having a Zoning Code that is clear and consistent makes the City of Inglewood an attractive city to live in and conduct business.

2. The miscellaneous amendment does not constitute an establishment of unique standards, offering special privileges to a particular individual or group of individuals.

3. That the miscellaneous amendment is categorically exempt from the requirements of the California Environmental Quality Act, therefore Notice of Exemption EA-CE-2022-114 has been prepared.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA, DOES ORDAIN AS FOLLOWS:
SECTION 1.

Section 12-1.30.1 (Cosmetology School) is hereby added to Article 1 (Definitions) of Chapter 12 of the Inglewood Municipal Code is hereby read as follows:

"Cosmetology School" shall mean a type of Trade School licensed by the Board of Barbering and Cosmetology providing technical instruction in the field of cosmetology, barbering, electrology, esthetics, nail care, hair styling and/or skin care. Instruction shall include demonstration, lecture, classroom participation, practicum experience and examinations. Practicum experience may include both student work conducted on mannequins as well as student work on paying customers (by appointment or walk-in) during business hours of the school. Services advertised to the public shall be clearly described as student provided services and a rate schedule shall be posted at all times.

SECTION 2.

The text of Article 1 (Definitions), Section 12-1.51. (Gross Floor Area) of Chapter 12 of the Inglewood Municipal Code is hereby modified to read as follows:

"Gross Floor Area" shall mean the total floor area within a building or structure, except theretofrom inner courts, public areas not usable for rental space (restrooms, hallways, stairs and elevators), and mechanical or electrical equipment rooms when used primarily for lighting, heating or air conditioning the building or structure. Such total area shall be calculated by measuring along the outside dimensions of the exterior surfaces of such building or structure.
SECTION 3.

The text of Article 1 (Definitions), Section 12-1.54. (Guest House) of Chapter 12 of the Inglewood Municipal Code is hereby modified to read as follows:

"Guest House" shall mean living quarters within an accessory building located on the same premises with the main building, for use by temporary guests of the occupants of the premises, and having no kitchen, A guest house may not be rented or otherwise used as a separate dwelling (Except as allowed for a Short Term Rental as defined in Chapter 8, Article 11 of the Inglewood Municipal Code).

SECTION 4.

Section 12-1.79.5 (Net Floor Area) is hereby added to Article 1 (Definitions) of Chapter 12 of the Inglewood Municipal Code to read as follows:

"Net Floor Area" shall mean the total floor area within a building or structure, except therefrom inner courts, public areas not usable for rental space (restrooms, hallways, stairs and elevators), and mechanical or electrical equipment rooms when used primarily for lighting, heating or air conditioning the building or structure.

SECTION 5.

The text of Article 1.1. (General Regulations) Section 12-12. (Residential Accessory Structures) of Chapter 12 of the Inglewood Municipal Code is hereby modified to read as follows:

(e) No accessory structure shall be used for sleeping purposes, and no bathing or showering facilities shall be allowed in any structure accessory to a residence.

(§ e) Miscellaneous residential yard facilities including, but not limited to, clotheslines, trash can storage areas, refuse enclosures, portable storage sheds, permanent barbecue grills and other comparable accessory facilities and
devices shall not be located within any yard separating a residence from a public street, except within a street side yard that is enclosed behind a wall or opaque fence not less than five feet high.

SECTION 6.

The text of Section 12-18.6 (Accessory Building Covenant), Article 2. ("R-1" One-Family Zone) of Chapter 12 of the Inglewood Municipal Code is hereby modified to read as follows:

At the discretion of the Director of Planning and Building Department, or designee, with the concurrence of the Superintendent of Building and Safety, any applicant for a building permit to construct an accessory building on the same lot with a dwelling, or an addition to a dwelling, shall execute an agreement whereby the applicant covenants that the proposed structure will not be rented separately as a dwelling unit from the main structure or structures; that it shall not be used as separate living quarters; and that in the event of future resale, exchange, leasing or other transfer of possession of the entire property, no representation will be made by applicant or representatives that said accessory building or addition can be rented as a separate dwelling unit to the dwelling is income-producing. Said covenant and agreement shall be recorded in the office of the County Recorder of the County of Los Angeles, which recording shall be accomplished at the applicant's expense and which covenant shall run with the land and be binding upon future owners, lessees, heirs or assigns, and other occupants of the premises involved.

SECTION 7.

The text of Section 12-19.6 (Accessory Building), Article 2.2 ("R-1½" Limited Two-Family Zone) of Chapter 12 of the Inglewood Municipal Code is hereby modified to read as follows:

At the discretion of the Director of Planning and Building Department, or designee, with the concurrence of the Superintendent of Building and
Safety, any applicant for a building permit to construct an accessory building on the same lot with a dwelling, or an addition to a dwelling, shall execute an agreement whereby the applicant covenants that the proposed structure will not be rented separately as a dwelling unit from the main structure or structures; that it shall not be used as separate living quarters; and that in the event of future resale, exchange, leasing or other transfer of possession of the entire property, no representation will be made by applicant or representatives that said accessory building or addition can be rented as a separate dwelling unit, to the dwelling is income-producing. Said covenant and agreement shall be recorded in the office of the County Recorder of the County of Los Angeles, which recording shall be accomplished at the applicant's expense and which covenant shall run with the land and be binding upon future owners, lessees, heirs or assigns, and other occupants of the premises involved.

SECTION 8.

The text of Section 12-20.6 (Accessory Building), Article 3 ("R-2" Limited Multiple-Family Zone) of Chapter 12 of the Inglewood Municipal Code is hereby modified to read as follows:

At the discretion of the Director of Planning and Building Department, or designee, with the concurrence of the Superintendent of Building and Safety, any applicant for a building permit to construct an accessory building on the same lot with a dwelling, or an addition to a dwelling, shall execute an agreement whereby the applicant covenants that the proposed structure will not be rented separately as a dwelling unit from the main structure or structures; that it shall not be used as separate living quarters; and that in the event of future resale, exchange, leasing or other transfer of possession of the entire property, no representation will be made by applicant or representatives that said accessory building or addition can be rented as a separate dwelling unit, to the dwelling is income-producing. Said covenant and agreement shall
be recorded in the office of the County Recorder of the County of Los Angeles, which recording shall be accomplished at the applicant's expense and which covenant shall run with the land and be binding upon future owners, lessees, heirs or assigns, and other occupants of the premises involved.

SECTION 9.

The text of Section 12·20.6 (Accessory Building), Article 3 ("R·2" Limited Multiple-Family Zone) of Chapter 12 of the Inglewood Municipal Code is hereby modified to read as follows:

At the discretion of the Director of Planning and Building Department, or designee, with the concurrence of the Superintendent of Building and Safety, any applicant for a building permit to construct an accessory building on the same lot with a dwelling, or an addition to a dwelling, shall execute an agreement whereby the applicant covenants that the proposed structure will not be rented separately as a dwelling unit from the main structure or structures; that it shall not be used as separate living quarters; and that in the event of future resale, exchange, leasing or other transfer of possession of the entire property, no representation will be made by applicant or representatives that said accessory building or addition can be rented as a separate dwelling unit to the dwelling is income-producing. Said covenant and agreement shall be recorded in the office of the County Recorder of the County of Los Angeles, which recording shall be accomplished at the applicant's expense and which covenant shall run with the land and be binding upon future owners, lessees, heirs or assigns, and other occupants of the premises involved.

SECTION 10

The text of Section 12·21.7 (Accessory Building), Article 3 ("R·3" Multiple-Family Zone) of Chapter 12 of the Inglewood Municipal Code is hereby modified to read as follows:
At the discretion of the Director of Planning and Building Department, or designee, with the concurrence of the Superintendent of Building and Safety, any applicant for a building permit to construct an accessory building on the same lot with a dwelling, or an addition to a dwelling, shall execute an agreement whereby the applicant covenants that the proposed structure will not be rented separately as a dwelling unit from the main structure or structures; that it shall not be used as separate living quarters; and that in the event of future resale, exchange, leasing or other transfer of possession of the entire property, no representation will be made by applicant or representatives that said accessory building or addition can be rented as a separate dwelling unit, to the dwelling is income-producing. Said covenant and agreement shall be recorded in the office of the County Recorder of the County of Los Angeles, which recording shall be accomplished at the applicant's expense and which covenant shall run with the land and be binding upon future owners, lessees, heirs or assigns, and other occupants of the premises involved.

SECTION 11

The text of Section 12·22.6 (Accessory Building), Article 5 ("R·4" Multiple-Family Zone) of Chapter 12 of the Inglewood Municipal Code is hereby modified to read as follows:

At the discretion of the Director of Planning and Building Department, or designee, with the concurrence of the Superintendent of Building and Safety, any applicant for a building permit to construct an accessory building on the same lot with a dwelling, or an addition to a dwelling, shall execute an agreement whereby the applicant covenants that the proposed structure will not be rented separately as a dwelling unit from the main structure or structures; that it shall not be used as separate living quarters; and that in the event of future resale, exchange, leasing or other transfer of possession of the entire property, no representation will be made by applicant or representatives
that said accessory building or addition can be rented as a separate dwelling
unit. The dwelling is income producing. Said covenant and agreement shall
be recorded in the office of the County Recorder of the County of Los Angeles,
which recording shall be accomplished at the applicant's expense and which
covenant shall run with the land and be binding upon future owners, lessees,
heirs or assigns, and other occupants of the premises involved.

SECTION 12

The text of Article 7 (C-2 Zone), Section 12-24 (Permitted Uses) of
Chapter 12 of the Inglewood Municipal Code is hereby modified to read as
follows:

(12) Off-Site Liquor Sales. Liquor stores and any other business selling
distilled spirits (sold for off-site consumption) are prohibited within six
hundred feet of any school, public playground or nonprofit youth facility per
Section 23789 of the California Business and Professions Code (e.g. Boy or Girl
Scout Facility, Youth Community Center, and the like) and are subject to
Special Use Permit approval.

SECTION 13.

The text of Article 10.2 (MU-1 Zone), Section 12-31.21. (Permitted Uses)
of Chapter 12 of the Inglewood Municipal Code is hereby modified to read as
follows:

(2) Trade or business schools, adult or proprietary schools, colleges or
universities, and the like, subject to Special Use Permit approval.

Exception:

a. Schools teaching such industrial trades as automobile repair,
building trades involving the use of machinery, or any other trade
involving the operation of fabrication machinery, are prohibited.

SECTION 14.
Section 12-31.23. (Special Downtown Development Standards) is hereby added to Article 10.2 (MU-1) of Chapter 12 of the Inglewood Municipal Code to read as follows:

**Section 12-31.23. (Special Downtown Development Standards)**

The following provisions are applicable to MU-1 zoned properties.

1. Roof pitches (lines) that create overly prominent building designs like geodesic domes, A-frames and mansard roofs are prohibited.

2. Air conditioning units are prohibited from being located on the front façade of a building. They are also prohibited from being located on any other building façade where there is a pedestrian entry.

3. Permanent window signs shall not exceed twenty percent of the total area of all windows and doors on the front façade. If there is wall signage, the window signage cannot exceed five percent of the total window area. Window signs shall not be placed above the second floor of the building. Window signs must be placed on the interior surface of the window and the lettering must be individually cut. Window signs shall be limited to the business name, hours of operation and identification of the product(s) sold or services offered.

4. Wall Sign Lettering. For store fronts thirty feet in width or less, the maximum letter height for wall signs shall be twelve inches. For store fronts thirty to sixty feet in width, the maximum letter height for wall signs shall be eighteen inches. For store fronts greater than sixty feet in width, the maximum letter height for wall signs shall be twenty-four inches.

5. Parking. Downtown Parking as provided in Section 12-44.1. All parking lots must be located at the rear of the building(s). Parking areas shall be separated from the building(s) by a minimum three-foot wide landscaped area. The three-foot wide area shall not be a part of the depth of the parking
space. No parking space can directly abut a building for any new construction
or building addition.

(6) Laminated glass, security film or a mall-style roll-up door shall
be installed to the inside of existing windows or glass doors when a business
proprietor desires to install physical security measures on the street-facing
façade. The laminated glass shall be a minimum of two one-eighth-inch thick
pieces of glass laminated together with a minimum six one-hundredths-inch
thick inner layer. The security film shall be a minimum of four ten-
thousandths inches thick. A mall-style roll-up door must not be visible during
business hours. Metal gates, stored in a wall pocket or similar enclosure so as
not to be visible during business hours, and scissor-style security grilles,
retracted into casing during business hours, may be approved at the discretion
of the Planning Division. Permanent security bars and metal doors are
prohibited.

(7) Awnings and Canopies. Awnings and canopies must adhere to
the following:

(a) They must have a minimum height of eight feet from grade
(sidewalk) and shall not extend from the building façade more than six feet.
The Planning Division and the Public Works Department have the discretion
to reduce the building projection if warranted by circumstances.

(b) They shall have a single color or two-color stripe or motif.
Lettering and trim of an accent color are allowed.

(c) They should not be located higher than the midpoint between
the highest level of the first floor and the window sill of the second floor.

(d) Awnings and canopies shall be aesthetically-compatible with
the building façade.

(9) Use Restrictions and Development Standards for Live-Work
Units.
The use restrictions and development standards applicable to the live-
work units in the MU-1 Zone shall be governed by the applicable City Codes
and the following:

(a) The minimum dwelling unit requirements of Section 12-31 shall
apply to live-work units in new structures.

(b) Unit Size. Five hundred square-foot minimum.

(c) Residential/Commercial Floor Area. A minimum of fifty percent
of a unit must be used for non-residential purposes. Each unit must contain a
minimum residential floor area of two hundred fifty square feet.

(d) On-site laundry facilities are required if the total number of
dwelling units on a site exceeds five.

SECTION 15.

Section 12-31.24 (Downtown Outdoor Restaurant, Public Sidewalk
Standards.) is hereby added to Article 10.2 (MU-1 Zone) of Chapter 12 of the
Inglewood Municipal Code to read as follows:

Section 12-31.24 Downtown Outdoor Restaurant, Public Sidewalk
Standards.

The following provisions are applicable to MU-1 zone properties.

(1) Applicability. Outdoor restaurant uses on the public sidewalk may
be permitted in the MU-1 zone subject to approval by the Permits and Licenses
Committee. Such dining use shall comply with all applicable standards of the

(2) Accessory Use. An outdoor restaurant use on the public sidewalk
shall be conducted as an accessory component to a legally established
restaurant or other food service establishment that is located on a contiguous
parcel.

(3) Barriers. A barrier is an object used to enclose or surround seating
used in conjunction with an outdoor restaurant on the public sidewalk. Semi-
permanent barriers surrounding the area are required. The barriers shall have
a minimum height of twenty-four inches and shall not exceed a height of forty-
two inches (three and one-half feet). Barriers must be constructed and
anchored in a manner required by the City that will complement the
restaurant or food service use. The height of the barrier may be increased to a
maximum of five feet if the portion of above forty-two inches is non-opaque and
made of shatter-resistant glass or plexiglass. Barrier supports and anchors
must comply with standards established by the Public Works Director prior to
installation.

(4) Comprehensive Liability Insurance. Insurance is required to be
provided by the operator, naming the City of Inglewood as additional insured,
with a combined single coverage limit of one million dollars and a general
aggregate coverage of two million dollars. The operator shall submit evidence
of such insurance to the City of Inglewood prior to the issuance of a permit by
the Permits and Licenses Committee.

(5) Enclosure. Portable awnings or umbrellas may be used in
conjunction with an outdoor dining use. There shall be no permanent roofing
or covers. No portion of a portable umbrella shall project more than thirty-
three percent or twenty-four inches (whichever is less) beyond the exterior edge
of a barrier. Portable umbrellas and awnings that project beyond the exterior
edge of the barrier must maintain an unobstructed vertical clearance of seven
feet between the lowest portion of the umbrella and the abutting public
sidewalk.

(6) Fixtures. The restaurant furnishings shall consist of portable
tables, chairs and umbrellas. The design, material and colors used for chairs,
tables, umbrellas, awnings and other fixtures shall complement the
architectural style and colors of the building façade. Lighting may be
permanently affixed to the front façade of the principal building. Lighting
fixtures must complement the style of the building and not be glaring to
motorists or pedestrians on the adjacent right-of-way and shall illuminate only
the outdoor area. Battery or solar powered lamps, candles, decorative torches
and portable heaters located within the floor area of the outdoor dining area
may be permitted.

(7) Hours of Operation. The outdoor restaurant hours of operation
shall be limited to the hours of operation established for the principal
restaurant or food service use.

(8) Location of Outdoor Restaurant. The outdoor restaurant may
extend a distance of no more than six feet or fifty percent into the public
sidewalk area (whichever is less) as measured from the exterior building wall
of the principal restaurant or food service use. The outdoor restaurant must
maintain a minimum five-foot walkway area on the sidewalk for pedestrian
circulation (as measured from the street curb to the edge of the restaurant
barrier). An outdoor restaurant that is located at a street corner must maintain
a minimum ten-foot setback from the street. An outdoor restaurant that is
located adjacent to an alley or driveway must maintain a setback of five feet
from the alley or driveway.

(9) Outdoor Restaurant, Public Sidewalk Application. An application
for an outdoor restaurant use on the public sidewalk shall be made by
submitting a completed Permits and Licenses Application. The Permits and
Licenses Application shall be accompanied by two sets of schematic drawings
(public sidewalk site plan) that specifies the following objects that are located
directly adjacent to the principal restaurant building/property: sidewalk
dimensions, location of street trees, utility and street light poles, curb
breaks/driveways, fire hydrants, proposed outdoor seating configuration,
proposed outdoor lighting, proposed outdoor barrier(s), proposed outdoor
heaters and all other proposed fixtures for the outdoor restaurant.
(a) The Planning Division shall review one set of schematic plans to determine compliance with applicable land use/zoning code provisions and review issues and considerations that include lighting, aesthetic elements, the location, dimensions, landscaping, seating, tables, umbrellas, and any other design elements.

(b) The Public Works Department shall review one set of schematic plans to determine compliance with applicable public right-of-way code provisions that include the public sidewalk, other encroachment considerations, location of bus benches, public streetlights, restaurant barrier anchors, and related public right-of-way issues.

(10) Parking Requirements. No additional parking shall be required for an outdoor restaurant use that does not have an outdoor dining area in excess of three hundred square feet. Applicable restaurant parking standards will apply to outdoor restaurants with outdoor dining areas in excess of three hundred square feet.

(11) Prohibited Outdoor Restaurant Uses. The outdoor restaurant use shall not include any use that involves entertainment, dancing, videos, arcades, games or any use determined by the Planning Division to interfere with the public health, safety and welfare unless all other applicable code sections including the C-1 standards are adhered to. Outdoor cooking, preparation, packaging or storage of food is not permitted. A Special Use Permit is required for outdoor live entertainment and dancing, as well as adherence to all applicable Inglewood Municipal Code provisions, including, but not limited to, the Inglewood Municipal Code Noise Regulations.

(12) Trash Receptacles and Maintenance Considerations. The outdoor restaurant operator shall obtain approval from the Public Works Department and Recreation, Parks and Community Services Department for outdoor refuse receptacles associated with the outdoor restaurant. The outdoor restaurant
operator is responsible for complying with all applicable City and County
health, safety and cleanliness standards. The outdoor restaurant operator
shall be responsible for the continued daily maintenance and upkeep of the
area used for the outdoor restaurant and shall remove litter and debris daily
in and around the outdoor dining area and from any portion of the public
sidewalk in front of the business.

(13) Revocation. The Permits and Licenses Committee may revoke at
any time an outdoor restaurant permit if it is determined that continued
operation of the sidewalk restaurant is detrimental to the public interest or
the Permittee is in violation of any conditions of the permit.

(14) Term. The term of the outdoor restaurant on the public sidewalk
permit shall be renewed annually.

(15) Additional Standards. The Permits and Licenses Committee may
require additional conditions and standards beyond the standards established
in Section 12-31.24 if deemed necessary to ensure that the outdoor restaurant
is viable and protects the public health and safety.

SECTION 16.

Section 12-31.48. (Special Downtown Development Standards) is hereby
added to Article 10.7 (H-C Zone) of Chapter 12 of the Inglewood Municipal
Code to read as follows:

(2) Trade or business schools, adult or proprietary schools, colleges or
universities, and the like, subject to Special Use Permit approval.

Exception:

a. Schools teaching such industrial trades as automobile repair,
building trades involving the use of machinery, or any other trade
involving the operation of fabrication machinery, are prohibited.
SECTION 17.

Section 12-31.48. (Special Downtown Development Standards) is hereby added to Article 10.7 (H-C Zone) of Chapter 12 of the Inglewood Municipal Code to read as follows:

The following provisions are applicable to H-C zoned properties.

(1) Roof pitches (lines) that create overly prominent building designs like geodesic domes, A-frames and mansard roofs are prohibited.

(2) Air conditioning units are prohibited from being located on the front facade of a building. They are also prohibited from being located on any other building facade where there is a pedestrian entry.

(3) Permanent window signs shall not exceed twenty percent of the total area of all windows and doors on the front facade. If there is wall signage, the window signage cannot exceed five percent of the total window area. Window signs shall not be placed above the second floor of the building. Window signs must be placed on the interior surface of the window and the lettering must be individually cut. Window signs shall be limited to the business name, hours of operation and identification of the product(s) sold or services offered.

(4) Wall Sign Lettering. For storefronts thirty feet in width or less, the maximum letter height for wall signs shall be twelve inches. For storefronts thirty to sixty feet in width, the maximum letter height for wall signs shall be eighteen inches. For storefronts greater than sixty feet in width, the maximum letter height for wall signs shall be twenty-four inches.

(5) Parking. Downtown Parking as provided in Section 12-44.1. All parking lots must be located at the rear of the building(s). Parking areas shall be separated from the building(s) by a minimum three-foot wide landscaped area. The three-foot wide area shall not be a part of the depth of the parking...
space. No parking space can directly abut a building for any new construction
or building addition.

(6) Laminated glass, security film or a mall-style roll-up door shall
be installed to the inside of existing windows or glass doors when a business
proprietor desires to install physical security measures on the street-facing
façade. The laminated glass shall be a minimum of two one-eighth-inch thick
pieces of glass laminated together with a minimum six one-hundredths-inch
thick inner layer. The security film shall be a minimum of four ten-
thousandths inches thick. A mall-style roll-up door must not be visible during
business hours. Metal gates, stored in a wall pocket or similar enclosure so as
not to be visible during business hours, and scissor-style security grilles,
retracted into casing during business hours, may be approved at the discretion
of the Planning Division. Permanent security bars and metal doors are
prohibited.

(7) Awnings and Canopies. Awnings and canopies must adhere to
the following:

(a) They must have a minimum height of eight feet from grade
(sidewalk) and shall not extend from the building façade more than six feet.
The Planning Division and the Public Works Department have the discretion
to reduce the building projection if warranted by circumstances.

(b) They shall have a single color or two-color stripe or motif.

(c) They should not be located higher than the midpoint between
the highest level of the first floor and the window sill of the second floor.

(d) Awnings and canopies shall be aesthetically-compatible with
the building facade.

(8) Use Restrictions and Development Standards for Live-Work
Units in the H-C Zone. The use restrictions and development standards
applicable to live-work units in the H-C Zone shall be governed by the
applicable City Codes and the following:
   (a) The minimum dwelling unit requirements of Section 12-6 shall
apply to live-work units in new structures.
   (b) Unit Size. Five hundred square-foot minimum.
   (c) Residential/Commercial Floor Area. A minimum of fifty percent
of a unit must be used for non-residential purposes. Each unit must contain a
minimum residential floor area of two hundred fifty square feet.
   (d) On-site laundry facilities are required if the total number of
dwelling units on a site exceeds five.

SECTION 18.

Section 12-31.48 (Downtown Outdoor Restaurant, Public Sidewalk
Standards) is hereby added to Article 10.7 (H-C Zone) of Chapter 12 of the
Inglewood Municipal Code to read as follows:

Section 12-31.48 Downtown Outdoor Restaurant, Public Sidewalk
Standards.

The following provisions are applicable to H-C zone properties.

(1) Applicability. The outdoor restaurant uses on the public sidewalk
may be permitted in the H-C zone subject to approval by the Permits and
Licenses Committee. Such dining use shall comply with all applicable

(2) Accessory Use. An outdoor restaurant use on the public sidewalk
shall be conducted as an accessory component to a legally established
restaurant or other food service establishment that is located on a contiguous
parcel.

(3) Barriers. A barrier is an object used to enclose or surround seating
used in conjunction with an outdoor restaurant on the public sidewalk. Semi-
permanent barriers surrounding the area are required. The barriers shall have
a minimum height of twenty-four inches and shall not exceed a height of forty-
two inches (three and one-half feet). Barriers must be constructed and
anchored in a manner required by the City that will complement the
restaurant or food service use. The height of the barrier may be increased to a
maximum of five feet if the portion of above forty-two inches is non-opaque and
made of shatter-resistant glass or plexiglass. Barrier supports and anchors
must comply with standards established by the Public Works Director prior to
installation.

(4) Comprehensive Liability Insurance. Insurance is required to be
provided by the operator, naming the City of Inglewood as additional insured,
with a combined single coverage limit of one million dollars and a general
aggregate coverage of two million dollars. The operator shall submit evidence
of such insurance to the City of Inglewood prior to the issuance of a permit by
the Permits and Licenses Committee.

(5) Enclosure. Portable awnings or umbrellas may be used in
conjunction with an outdoor dining use. There shall be no permanent roofing
or covers. No portion of a portable umbrella shall project more than thirty-
three percent or twenty-four inches (whichever is less) beyond the exterior edge
of a barrier. Portable umbrellas and awnings that project beyond the exterior
edge of the barrier must maintain an unobstructed vertical clearance of seven
feet between the lowest portion of the umbrella and the abutting public
sidewalk.

(6) Fixtures. The restaurant furnishings shall consist of portable
tables, chairs and umbrellas. The design, material and colors used for chairs,
tables, umbrellas, awnings and other fixtures shall complement the
architectural style and colors of the building façade. Lighting may be
permanently affixed to the front facade of the principal building. Lighting
fixtures must complement the style of the building and not be glaring to
motorists or pedestrians on the adjacent right-of-way and shall illuminate only
the outdoor area. Battery or solar powered lamps, candles, decorative torches
and portable heaters located within the floor area of the outdoor dining area
may be permitted.

(7) Hours of Operation. The outdoor restaurant hours of operation
shall be limited to the hours of operation established for the principal
restaurant or food service use.

(8) Location of Outdoor Restaurant. The outdoor restaurant may
extend a distance of no more than six feet or fifty percent into the public
sidewalk area (whichever is less) as measured from the exterior building wall
of the principal restaurant or food service use. The outdoor restaurant must
maintain a minimum five-foot walkway area on the sidewalk for pedestrian
circulation (as measured from the street curb to the edge of the restaurant
barrier). An outdoor restaurant that is located at a street corner must maintain
a minimum ten-foot setback from the street. An outdoor restaurant that is
located adjacent to an alley or driveway must maintain a setback of five feet
from the alley or driveway.

(9) Outdoor Restaurant, Public Sidewalk Application. An application
for an outdoor restaurant use on the public sidewalk shall be made by
submitting a completed Permits and Licenses Application. The Permits and
Licenses Application shall be accompanied by two sets of schematic drawings
(public sidewalk site plan) that specifies the following objects that are located
directly adjacent to the principal restaurant building/property: sidewalk
dimensions, location of street trees, utility and street light poles, curb
breaks/driveways, fire hydrants, proposed outdoor seating configuration,
proposed outdoor lighting, proposed outdoor barrier(s), proposed outdoor
heaters and all other proposed fixtures for the outdoor restaurant.
(a) The Planning Division shall review one set of schematic plans to determine compliance with applicable land use/zoning code provisions and review issues and considerations that include lighting, aesthetic elements, the location, dimensions, landscaping, seating, tables, umbrellas, and any other design elements.

(b) The Public Works Department shall review one set of schematic plans to determine compliance with applicable public right-of-way code provisions that include the public sidewalk, other encroachment considerations, location of bus benches, public streetlights, restaurant barrier anchors, and related public right-of-way issues.

(10) Parking Requirements. No additional parking shall be required for an outdoor restaurant use that does not have an outdoor dining area in excess of three hundred square feet. Applicable restaurant parking standards will apply to outdoor restaurants with outdoor dining areas in excess of three hundred square feet.

(11) Prohibited Outdoor Restaurant Uses. The outdoor restaurant use shall not include any use that involves entertainment, dancing, videos, arcades, games or any use determined by the Planning Division to interfere with the public health, safety and welfare unless all other applicable code sections including the H-C standards are adhered to. Outdoor cooking, preparation, packaging or storage of food is not permitted. A Special Use Permit is required for outdoor live entertainment and dancing, as well as adherence to all applicable Inglewood Municipal Code provisions, including, but not limited to, the Inglewood Municipal Code Noise Regulations.

(12) Trash Receptacles and Maintenance Considerations. The outdoor restaurant operator shall obtain approval from the Public Works Department and Recreation, Parks and Community Services Department for outdoor refuse receptacles associated with the outdoor restaurant. The outdoor restaurant
operator is responsible for complying with all applicable City and County
health, safety and cleanliness standards. The outdoor restaurant operator
shall be responsible for the continued daily maintenance and upkeep of the
area used for the outdoor restaurant and shall remove litter and debris daily
in and around the outdoor dining area and from any portion of the public
sidewalk in front of the business.

(13) Revocation. The Permits and Licenses Committee may revoke at
any time an outdoor restaurant permit if it is determined that continued
operation of the sidewalk restaurant is detrimental to the public interest or
the Permittee is in violation of any conditions of the permit.

(14) Term. The term of the outdoor restaurant on the public sidewalk
permit shall be renewed annually.

(15) Additional Standards. The Permits and Licenses Committee may
require additional conditions and standards beyond the standards established
in Section 12-31.48 if deemed necessary to ensure that the outdoor restaurant
is viable and protects the public health and safety.

SECTION 19.

The text of Article 17.5 (Sports and Entertainment Overlay Zone),
Section 12-38.96.1. (Parking Requirements) of Chapter 12 of the Inglewood
Municipal Code is hereby modified to read as follows:

The aggregate amount of off-street parking spaces provided and maintained
in connection with each of the following uses shall be not less than the
following, except as may be reduced through the application of shared parking
permitted by Section 12-38.96.2:

(A) Event Center Structure. One parking space for each five seats in the
arena, inclusive of any temporary seating capacity, plus one space for each
three hundred square feet of gross net floor area of professional office.
(B) Event Center Supporting Structures. Sixty parking spaces, plus one additional parking space for each additional four hundred square feet of gross net floor area in excess of fourteen thousand square feet of gross net floor area, based on the combined gross net floor area of all uses within the Event Center Supporting Structures.

(C) Hotel. Two parking spaces, plus one parking space for each bedroom or other room that can be used for sleeping purposes up to ninety rooms, plus one parking space for each additional two bedrooms or other rooms that can be used for sleeping purposes in excess of ninety rooms.

(D) No additional parking shall be required for any other uses within the Event Center Structure described in Section 12-38.91(B) or any Infrastructure and Ancillary Structures and Uses described in Section 12-38.91(D).

SECTION 20.

The text of Article 19 (Parking Regulations), Section 12-44 (Commercial Parking Requirements) of Chapter 12 of the Inglewood Municipal Code is hereby modified to read as follows:

Section 12-44. Commercial Parking Requirements.

The aggregate amount of off-street parking spaces provided in connection with each of the following uses shall be not less than the following, except as provided for properties located within a Transit Oriented Development Plan Area:

(1) General Business, Retail or Wholesale.

(a) For facilities not larger than eighteen thousand square feet in floor area: one parking space for each three hundred square feet of gross net floor area.

(b) For facilities larger than eighteen thousand square feet in floor area: sixty parking spaces, plus one parking space for each additional four
hundred square feet of gross net floor area in excess of eighteen thousand
square feet of floor area.

(2) Offices, Business and Professional, Other Than Medical and
Dental. One space for each three hundred square feet of gross net floor area.

(3) Other Uses.

(a) Auction Houses. One space for each three hundred square feet
of gross net floor area.

(b) Automobile Repair Garages. One space for each three hundred
square feet of gross net floor area plus one parking space per service bay.

(c) Bakeries, Confectioneries, Take-out Restaurants, and the Like,
Where the Food is not Consumed on the Premises. One parking space for each
three hundred square feet of gross net floor area.

(d) Banks, Savings-and-loans, or Check-Cashing Stores. One space
for each one hundred fifty square feet of gross net floor area.

(f) Health Clubs and Studios for Music, Dance, Martial Arts and
Similar Activities. One parking space for each one hundred fifty square feet of
gross net floor area.

(h) Lumber or Building Material Sales. One parking space for each
three hundred square feet of gross net floor area in offices and indoor sales
area, plus one space for each two thousand square feet of gross site area.

(i) Markets. Food and Liquor Stores. One space for each one
hundred fifty square feet of gross net floor area.

(j) Medical, Dental or Optical Offices, Outpatient Clinics,
Acupressure and Therapeutic Treatment Clinics. One parking space for each
two hundred square feet of gross net floor area.

Exception: for kidney dialysis treatment facilities only, one parking
space for each three hundred square feet of gross net floor area.
(k) Mortuaries and Wedding Chapels. One parking space for each four hundred square feet of gross net floor area or one space for each seventy-five square feet of chapel or other assembly room floor area, whichever is greater.

(n) Restaurants, Bars and Cafés. One parking space for each one hundred fifty square feet of gross net floor area.

(o) Service Shops (printing, cleaning, repair and the like). One parking space for each three hundred square feet of gross net floor area.

(q) Shopping Centers.

(1) For centers less than three thousand square feet in floor area: one parking space for each one hundred fifty square feet of gross net floor area.

(2) For centers between three thousand square feet and fourteen thousand square feet in floor area: twenty parking spaces, plus one additional parking space for each additional two hundred seventy-five square feet of gross net floor area in excess of three thousand square feet of floor area.

(3) For centers larger than fourteen thousand square feet in floor area: sixty parking spaces, plus one additional parking space for each additional four hundred square feet of gross net floor area in excess of fourteen thousand square feet of floor area.

(s) Night clubs, discos and other forms of live entertainment conducted in conjunction with existing establishments like restaurants, bars and the like. One parking space for each seventy-five square feet of gross net floor area. Night clubs, discos and other forms of live entertainment conducted not in conjunction with existing establishments like restaurants, bars and the like must provide one parking space for each thirty-five square feet of gross net floor area.

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SECTION 21.

The text of Article 19 (Parking Regulations), Section 12-45 (Industrial and Storage Parking Requirements) of Chapter 12 of the Inglewood Municipal Code is hereby modified to read as follows:

The aggregate amount of off-street parking spaces provided in connection with each of the following uses shall be not less than the following, except as provided for properties located within a Transit Oriented Development Plan Area:

(1) Industrial Buildings, Warehouses, Freight Delivery Facilities and the Like (excluding office floor area).

(a) For facilities less than five thousand square feet in total floor area: one parking space for each five hundred square feet of gross net floor area.

(b) For facilities between five thousand square feet and fifteen thousand square feet in total floor area: ten parking spaces, plus one additional parking space for each additional two thousand square feet of gross net floor area in excess of five thousand square feet of floor area.

(c) For facilities larger than fifteen thousand square feet in total floor area: fifteen parking spaces, plus one additional parking space for each additional one thousand five hundred square feet of gross net floor area in excess of fifteen thousand square feet of floor area.

(2) Detached Accessory Storage Buildings (without manufacturing facilities, office facilities and/or restroom facilities, and not constituting more than twenty-five percent of the total floor area on the site). One parking space for each one thousand five hundred square feet of gross net floor area.

(3) Self-Storage Facilities (when specifically designed for the storage of personal household items and the like, and specifically designed so as not to be convertible to other industrial uses). One parking space for each two thousand square feet of gross net floor area.
SECTION 22.

The text of Article 19 (Parking Regulations), Section 12.46 (Institutional Parking Requirements) of Chapter 12 of the Inglewood Municipal Code is hereby modified to read as follows:

The aggregate amount of off-street automobile parking spaces provided in connection with each of the following uses shall be not less than the following, except as provided for properties located within a Transit Oriented Development Plan Area:

(2) Schools.

(a) Elementary or Junior High Schools. Two parking spaces plus either one and one-half parking spaces per classroom, or one parking space for each four hundred square feet of total-net floor area in classrooms, assembly rooms or other instructional facilities, whichever is greater.

(b) High Schools. Seven parking spaces per each classroom, or one parking space for each one hundred square feet of total-net floor area in classrooms, assembly rooms or other instructional facilities (excluding physical education facilities), whichever is greater.

(c) Colleges, Adult Schools, Trade Schools and the Like. One parking space for each fifty square feet of total-net floor area in classrooms, assembly rooms, seminar or counseling rooms or other instructional facilities (excluding physical educational facilities) plus one parking space for each three hundred square feet of net office floor area.

(3) Churches. One parking space for each seventy-five square feet of gross net floor area in chapels or assembly seating area, including any adjacent rooms that may be combined with the chapel or seating area, plus one parking space for each four hundred square feet of all other floor area in all buildings.
(4) Hospitals, General. Two parking spaces for each bed, or one
parking space for each three hundred square feet of gross net floor area for all
facilities, whichever is greater. Not less than ten percent of parking spaces
provided for outpatient services shall be handicapped parking spaces per
Section 12-57 of this Article.

(7) Small Group Counseling/Tutoring Facilities. One parking space
for each three hundred square feet of total net floor (excluding hallways,
restrooms and other non-load areas).

(8) Large Group Counseling/Tutoring Facilities. One parking space
for each one hundred fifty square feet of total net floor area (excluding
hallways, restrooms and other non-load areas).

SECTION 23.

The text of Article 19 (Parking Regulations), Section 12-47 (Recreation
Parking Requirements,) of Chapter 12 of the Inglewood Municipal Code is
hereby modified to read as follows:

The aggregate amount of off-street parking spaces provided in
connection with each of the following uses shall be not less than the following,
except as provided for properties located within a Transit Oriented
Development Plan Area:

(3) Arcades, Game, Film or Video. One parking space for each fifty square
feet of gross net floor area.

(3a) Arcades, games, film or video for children twelve years of age and
younger. One parking space for each one hundred fifty square feet of gross net
floor area.

(5) Card Clubs, Social and Fraternal Clubs. One parking space for each
fifty square feet of gross net floor area, excluding kitchens, for facilities not
exceeding twenty-five thousand square feet in area; and one parking space for
each seventy-five square feet of gross net floor area for any floor area in excess of twenty-five thousand square feet.

(9) Pool or Billiard Halls. One parking space for each one hundred fifty square feet of gross net floor area.

SECTION 18.

The text of Article 23 (Signage Regulations), Section 12-77.3 (C-1, CC, and R-M Zones) of Chapter 12 of the Inglewood Municipal Code is hereby modified to read as follows:

Section 12-77.3. H-C, MU-1 C-1, CC, and R-M Zones.

The following regulations shall apply to the C-1 (Limited Commercial), CC (Civic Center), H-C (Historic Core), MU-1 (Mixed-Use 1) and R-M (Residential-Medical) Zones:

(C) Pole signs, projecting signs and roof signs are not permitted in the C-1, CC, and R-M Zones.

SECTION 19.

The text of Article 23 (Signage Regulations), Section 12-77.4 (C-2 and C-3 Zones) of Chapter 12 of the Inglewood Municipal Code is hereby modified to read as follows:

Section 12-77.4. MU-1A, MU-2, MU-2A, MU-3, MU-4, MU-A, MU-C, C-N, C-2 and C-3 Zones.

The following regulations shall apply to the MU-1A (Mixed-Use 1 Overlay, MU-2 (Mixed-Use 2), MU-2A (Mixed-use 2A), MU-3 (Mixed-Use 3), MU-4 (Mixed-Use 4), MU-A (Mixed-Use Arts Cluster), MU-C (Mixed-Use Corridor), C-N (Commercial Neighborhood), C-2 (General Commercial) and C-3 (Heavy Commercial) Zones:

SECTION 20.
The text of Article 23 (Signage Regulations), Section 12-77.7 (M-1 and M-2 Zones.) of Chapter 12 of the Inglewood Municipal Code is hereby modified to read as follows:

Section 12-77.7. A-C. M-1 and M-2 Zones.

The following regulations shall apply to the A-C (Airport Campus), M-1 (Light Manufacturing) and M-2 (Heavy Manufacturing) Zones:

SECTION 21.

The City Clerk shall certify to the passage and adoption of this ordinance and to its approval by the City Council and shall cause the same to be published in accordance with the City Charter and thirty days from the final passage and adoption, this ordinance shall be in full force and effect.

This ordinance to amend Chapter 12 of the IMC, to modify miscellaneous zoning regulations, is passed, approved and adopted by the City Council of the City of Inglewood this _______ day of ___________ 2022.

JAMES T. BUTTS
MAYOR OF THE CITY OF INGLEWOOD, CALIFORNIA

Attest:

AISHA L. THOMPSON
CITY CLERK
(SEAL)
DATE: January 24, 2023

TO: Mayor and Council Members

FROM: City Manager’s Office

SUBJECT: Retroactive Approval Authorizing the Mayor to Immediately Sign California Form 602 (Lobbying Firm Activity Authorization) with Ellison Wilson Advocacy, LLC for the 2023-2024 Legislative Session

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Provide a retroactive approval authorizing the Mayor to immediately sign the California Form 602 (Lobbying Firm Activity Authorization) for the 2023-2024 State of California Legislative Session, effective December 31, 2022; and

2. Adopt a resolution authorizing the Mayor to sign all future California Form 602 Lobbying Firm Activity Authorizations upon request and without further Council Action.

BACKGROUND:
Ellison Wilson Advocacy, LLC has served as the State lobbyist for the City of Inglewood (City) for over twenty (20) years. Ellison Wilson Advocacy, LLC provides governmental advocacy and public relations services, and the City continues to receive assistance on a variety of legislative priorities, grant opportunities, and special projects. As required every two (2) years by the California Fair Political Practices Commission, Ellison Wilson Advocacy, LLC has requested that the City sign and return the California Form 602 (Lobbying Firm Activity Authorization) (Attachment No. 2), which authorizes Ellison Wilson Advocacy, LLC to continue to engage in lobbying activities on behalf of the City of Inglewood.

DISCUSSION:
On December 6, 2022, the Office of the Mayor received a communication from Ellison Wilson Advocacy, LLC, requesting that the Mayor sign California Form 602 (Lobbying Firm Activity Authorization) and have it returned before the effective date of December 31, 2022. With the City functioning as a Lobbyist Employer (CA Government Code Section 82039.5), Ellison Wilson Advocacy, LLC is required to submit a signed form to the California Fair Political Practices Commission (“FPPC”) before the start of each legislative session. Until the document is signed and filed with the FPPC, Ellison Wilson Advocacy, LLC, is prevented from providing lobbying services on the City’s behalf.

Upon the City Council’s authorization to provide a retroactive approval for the Mayor to immediately sign California Form 602 (Lobbying Firm Activity Authorization) for the State of California 2023-2024 Legislative Session and adoption of the attached Resolution, the City can continue to receive lobbying services from Ellison Wilson Advocacy, LLC.
Mayor and Council Members

Retroactive Approval Authorizing the Mayor to Immediately Sign California Form 602 (Lobbying Firm Activity Authorization) with Ellison Wilson Advocacy, LLC for the 2023-2024 Legislative Session
January 24, 2023

FINANCIAL/FUNDING ISSUES AND SOURCES:
There is no funding requirement for this item.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1: Resolution
Attachment No. 2: California Form 602 (Lobbying Firm Activity Authorization)

PREPARED BY:
Claudette Matthews, Senior Administrative Analyst

COUNCIL PRESENTER:
Claudette Matthews. Senior Administrative Analyst
APPROVAL VERIFICATION SHEET

CITY MANAGER APPROVAL: [Signature]
Artie Fields, City Manager
RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA, AUTHORIZING THE MAYOR TO SIGN CALIFORNIA FORM 602 ("LOBBYING FIRM ACTIVITY AUTHORIZATION") AUTHORIZING ELLISON WILSON ADVOCACY, LLC TO ENGAGE IN THE ACTIVITIES OF A LOBBYING FIRM ON BEHALF OF THE CITY OF INGLEWOOD

WHEREAS, The City Council of the City of Inglewood sometimes requires professional services for assistance in governmental and public affairs; and

WHEREAS, these duties can be considered lobbying; and

WHEREAS, the California Fair Political Practices Commission ("FPPC") requires that a Form 602 (Lobbying Firm Activity Authorization) must be completed and verified by each person who employs or contracts with a lobbying firm; and

WHEREAS, Ellison Wilson Advocacy, LLC engages in lobbying activities on behalf of the City of Inglewood; and

WHEREAS, the City Council of the City of Inglewood wishes to continue authorizing Ellison Wilson Advocacy, LLC to engage in lobbying activities on behalf of the City of Inglewood.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INGLEWOOD DOES RESOLVE AS FOLLOWS:

Section 1. The Recitals above are found to be true and correct.

Section 2. The Mayor is authorized to sign California Form 602 which authorizes Ellison Wilson Advocacy, LLC to engage in the activities of a lobbying firm on behalf of the City of Inglewood.

Section 3. The Mayor is authorized to sign all future Form 602 documents upon request and without further Council Action.
Section 4. City staff is authorized to carry out the terms and conditions of this Resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto.

Section 5. The City Clerk shall certify to the adoption of this resolution and the same shall be in full force and effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this ________ day of ________ 2023.

________________________

James T. Butts, Jr., Mayor

ATTEST:

________________________

Aisha L. Thompson, City Clerk
ATTACHMENT NO. 2
Lobbying Firm
Activity Authorization
(Government Code Section 82104)

Check one box, if applicable
☑ Lobbyist Employer
(Gov. Code Section 82039.5)
☐ Lobbying Coalition
(FPPC Regulation 18616.4)

Type or Print in Ink

NAME OF FILER:

CITY OF INGLEWOOD

BUSINESS ADDRESS: (Number and Street) (City) (State) (Zip Code)
ONE MANCHESTER BOULEVARD INGLEWOOD CA 90301-1750

MAILING ADDRESS: (If different than above.)

I hereby authorize ELLISON WILSON ADVOCACY LLC

(Name of Lobbying Firm)

1201 K Street, Suite 1201, Sacramento, CA 95814

(Business Address)

to engage in the activities of a lobbying firm (as defined in California Government Code Section 82038.5 and 2 Cal. Code of Regs. Section 18238.5) on behalf of the above named employer.

If you are authorizing another lobbying firm to lobby on behalf of your firm’s client(s), provide the name(s) of the client(s) below. (It is not necessary to complete the Nature and Interests section.)

NAME OF SUBCONTRACTED CLIENT:

NAME OF SUBCONTRACTED CLIENT:

NAME OF SUBCONTRACTED CLIENT:

NAME OF SUBCONTRACTED CLIENT:

VERIFICATION

I have used all reasonable diligence in preparing this Statement. I have reviewed this Statement and to the best of my knowledge the information contained herein is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _________________ DATE _________________

By ___________________________ SIGNATURE OF RESPONSIBLE OFFICER

Name of Responsible Officer ___________________________ PRINT OR TYPE

Title ___________________________

FPPC Form 602 (7/98)
For Technical Assistance: 916/322-5660
Lobbying Firm
Activity Authorization

NAME OF FILER:
CITY OF INGLEWOOD

Nature and Interests of Lobbyist Employer

Check one box only:

☐ INDIVIDUAL (Complete only Parts A and E)
☐ BUSINESS ENTITY (Complete only Parts B and E)
☐ INDUSTRY, TRADE OR PROFESSIONAL ASSN. (Complete only Parts C and E)
☒ OTHER (e.g., lobbying coalition) (Complete only Parts D and E)

A. Individual
1. Name and address of employer (or principal place of business if self-employed):

2. Description of business activity in which you or your employer are engaged:

B. Business Entity
Description of business activity in which engaged:

C. Industry, Trade or Professional Association
1. Description of industry, trade or profession represented:

2. Specific description of any portion or faction of the industry, trade, or profession which the association exclusively or primarily represents:

3. Number of members in association (check appropriate box)
☐ 50 OR LESS (provide names of all members on an attachment.)
☐ MORE THAN 50

D. Other
1. Statement of nature and purposes:
CITY GOVERNMENT

2. Description of any trade, profession, or other group with a common economic interest which is principally represented or from which membership or financial support is principally derived:
CITY GOVERNMENT

E. Industry Group Classification
Check one box which most accurately describes the industry group which you represent. See instructions on reverse.

☐ AGRICULTURE ☐ LEGAL ☐ BUSINESS (Check one of the following sub-categories.)
☐ EDUCATION ☐ PUBLIC EMPLOYEES ☐ ENTERTAINMENT/RECREATION
☒ GOVERNMENT ☐ POLITICAL ORGANIZATIONS ☐ FINANCE/INSURANCE
☐ HEALTH ☐ UTILITIES ☐ LODGING/RESTAURANTS
☐ LABOR UNIONS ☐ OTHER: MANUFACTURING/INDUSTRIAL
(Describe in detail) ☐ MERCHANDISE/RETAIL
☐ OIL AND GAS ☐ PROFESSIONAL/TRADE
☐ REAL ESTATE ☐ TRANSPORTATION
☐ OTHER: (Specific Description)

FPPO Form 602 (7/98)
For Technical Assistance: 916/322-5660
DATE: January 24, 2023

TO: Mayor and Council Members

FROM: Economic and Community Development Department

SUBJECT: Professional Services Agreements for Building Plan Check and Inspection Services

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1) Approve three (3)-year professional services agreements to provide building plan check and inspection consulting services in a total amount not to exceed $1,200,000 with the following consultants (General Fund):
   a. WSP USA Environment & Infrastructure, Inc.;
   b. The Code Group, Inc.;
   c. CSG Consultants, Inc.;
   d. J. Lee Engineering, Inc.;
   e. California Code Specialties, Inc.;
   f. True North Compliance Services, Inc.;
   g. Interwest Consulting Group, Inc.; and
   h. Jason Addison Smith Consulting Services, Inc. dba JAS Pacific; and


BACKGROUND:
The Building Safety Division (Division) continues to require additional plan check and inspection services, due to increased construction activity. Currently, the City of Inglewood has plan check services agreements with J. Lee Engineering, Inc., CSG Consultants, Inc., and Interwest Consulting Group, Inc. and separate inspection agreements with J. Lee Engineering, Inc., California Code Specialties, Inc., and The Code Group, Inc. The Division would like to combine both plan check and inspection services into one agreement to provide for a larger pool from which to select.
DISCUSSION:
A pool of eight (8) firms are being selected in order to provide greater selection, due to the industry facing a shortage of qualified personnel to provide such services. The various consultants are known in the industry for providing these professional services. All eight (8) consultants will be providing both plan check and inspection services; however, one of the consultants, WSP USA Environment & Infrastructure, Inc., will be providing inspection services and only geotechnical plan check services. The $1,200,000 will be used among all of the consultants at the discretion of the City, and the consultants are typically paid based on a percentage and hourly fee structure. The existing Building Plan Check Agreement No. 21-148 and Building Inspection Agreement No. 21-141 terminated on January 10, 2023, and the new combined Building Plan Check and Inspection Agreement will take effect on January 24, 2023, upon City Council approval.

The services provided by the aforementioned eight (8) consultants are considered professional in nature and, therefore, exempt from the City’s competitive bidding process, pursuant to Inglewood Municipal Code Section 2-198.1. (g) Exceptions to Competitive Bidding Requirement, which states the following:

Notwithstanding any provisions of this Article to the contrary, the competitive bidding procedures and requirements may be dispensed with in any of the following instances:

(g) Professional Services. Nothing shall be construed to preclude the City from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provisions of this article. The term “professional services” means services entailing a high degree of specialized technical or mental skill. Such services include attorneys, physicians, architects, engineers, appraisers, accountants, collection agency, detective agency, draftsman, mortuary, hospitals, escrow agency, travel agency, insurance broker, employment agency, advertising agency, real estate, chiropractics and optometry.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Funding is available in the Fiscal Year 2022-2023 Budget under Account Code No. 001.030.3070.44830.00 (General Fund – Economic & Community Development – Building Superintendent – Contract Services).
DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Agreement with WSP USA Environment & Infrastructure, Inc.
Attachment No. 2 – Agreement with The Code Group, Inc.
Attachment No. 3 – Agreement with CSG Consultants, Inc.
Attachment No. 4 – Agreement with J. Lee Engineering, Inc.
Attachment No. 5 – Agreement with California Code Specialties, Inc.
Attachment No. 6 – Agreement with True North Compliance Services, Inc.
Attachment No. 7 – Agreement with Interwest Consulting Group, Inc.
Attachment No. 8 – Agreement with Jason Addison Smith Consulting Services, Inc.
               dba JAS Pacific
Attachment No. 9 – Resolution

PREPARED BY:
Mandhir Singh, Building Official

COUNCIL PRESENTER:
Mandhir Singh, Building Official
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:  
Christopher E. Jackson, Sr., ECD Dept. Director

CITY MANAGER APPROVAL:  
Artie Fields, City Manager
ATTACHMENT NO. 1
AGREEMENT NO.: _____

THIS AGREEMENT is made and entered into this ________ day of ________,
2022, by and between the CITY OF INGLEWOOD (the “City”), a municipal corporation, One
Manchester Boulevard, Inglewood, California 90301; and WSP USA ENVIRONMENT &
INFRASTRUCTURE INC., (the “Consultant”) a Nevada Corporation with a Corporate number of
C1890237 and with its principal address located at 1075 Big Shanty Road Suite 100 Kennesaw,
Georgia 30144.

RECITALS

WHEREAS, the City has a limited number of staff who are available to provide building
plan check and inspection consulting services throughout the City of Inglewood; and

WHEREAS, the Building Safety Division continues to require additional plan check and
inspection services due to increased construction activity; and

WHEREAS, the Building Safety Division selected consulting firms to provide the City
with plan check and inspection services; and

WHEREAS, the firms, plus the Consultant, are: The Code Group, Inc., CSG Consultants,
Jason Addison Smith Consulting Services, Inc., dba JAS Pacific, Interwest Consulting Group, Inc.,
True North Compliance Services, Inc., J. Lee Engineering, Inc., and California Code Specialties
Inc.; and

WHEREAS, the City may, in its sole discretion, engage any one of these firms and/or the
Consultant for various building inspection and plan check services (the “Services”); and

WHEREAS, the Consultant will be providing inspection services and only geotechnical
plan check services; and

WHEREAS, the Consultant understands and agrees that it may or may not get engaged
for any Services and may or may not receive any Compensation; and

WHEREAS, the services the City seeks from the Consultant are of a professional nature;
and

WHEREAS, the Consultant holds itself out as capable and competent to provide such
consulting Services as the City requires and has the necessary qualified staff to perform the
Services that the City needs.

NOW, THEREFORE, the City and the Consultant (hereinafter individually referred to as the "Party" and collectively referred to as the "Parties") hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Consultant shall:

1. Perform the City’s Assignment, in a professional, and timely manner and in accordance with Exhibit “A,” “Scope of Services for Building Safety Plan Check and Inspection Services for the Inglewood. Exhibit “A,” is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
   a. Amended Agreements, Change orders, and City Assignments (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A.”

2. Provide inspection services and only geotechnical plan check services from the firm’s office or City in-house Plan Check Services, if needed, for compliance with the latest applicable State of California Title 24 codes and as per the Inglewood Municipal Code.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. The Consultant shall follow the directions of the City Building Official or his or her designee.

4. Agree that each Task executed hereunder, including any changes to or terminations of such Task, shall be automatically incorporated into this Agreement, and therefore shall be subject to the terms and conditions of this Agreement.

5. Complete all Tasks in a professional manner and in accordance with standard industry practices.

6. Provide a vehicle for the purpose of conducting the Services contemplated by this Agreement.

7. Respond within 48 hours of notice from the City’s Building Official, or as agreed to by
the City's Building Official, with a proposal. This proposal will be open to negotiations as required to develop a mutually agreed upon Task content, schedule and fee. Each Task content shall designate a specific scope of work, schedule, firm-fixed price or not-to-exceed compensation, and other specifications and terms particular to the assignment. Upon agreement and execution by the Parties, the Consultant shall begin performance of the work upon receipt of a Notice to Proceed ("NTP").

8. Possess, at all times, a valid California Driver's License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney's Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

9. Provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services contemplated by this Agreement.

10. Ensure that all personnel engaged by Consultant to perform the services contemplated by this Agreement shall be properly licensed.

11. Agree to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations.

12. Obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

**ARTICLE 2 – CITY'S DUTIES**

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Consultant to perform the services contemplated by this Agreement.

**ARTICLE 3 – TERM**

This Agreement shall terminate three (3) years from its full execution date unless terminated earlier.

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ARTICLE 4 – COMPENSATION

1. Consultant is aware and agrees that the maximum amount payable under this Agreement to the Consultant, or any consultant(s), is up to One Million Two Hundred Thousand Dollars ($1,200,000) (hereinafter referred to as the “Pool”) during the Term of this Agreement. Consultant understands and agrees that the Services contemplated by this Agreement are non-exclusive to the Consultant. Consultant understands and agrees that the Compensation Pool amount will be shared by other consultants. Consultant agrees that should it be assigned any Services contemplated by this Agreement, it shall be paid from this Pool. Consultant further understands and agrees that the City makes no promises that the Consultant shall be assigned any Services or earn any Compensation. In no event shall Consultant be paid an amount exceeding the amount listed in this Article.

2. Consultant shall be compensated, if at all, pursuant to the hourly rate listed in Exhibit “A.”

3. The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

4. Fees in Article 4 of this Agreement represent full compensation for the Consultant’s services rendered and include all compensation for any expenses incurred by the Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

5. The Consultant shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Consultant in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant’s invoices.

6. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
c. City Agreement number;
d. description of Services billed under this invoice;
e. position, title and hours worked;
f. total amount for invoiced Services;
g. total amount billed to date;
h. total amount remaining on the Agreement, and total Agreement amount.

The Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.

ARTICLE 5 – TERMINATION

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.

In the event of such termination, the City shall pay the Consultant an amount which equitably reflects the proportion of work completed by the Consultant, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article 4 of this Agreement.
ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective Parties as follows:

CITY:
Aisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

CONSULTANT:
Bruce Corkle,
Vice President
WSP USA Environment & Infrastructure, Inc.
1075 Big Shanty Road Suite 100
Kennesaw, Georgia 30144

WITH COPY TO:
Building Official, 4th Floor
One Manchester Boulevard
Inglewood, California 90301

AGENT FOR SERVICE OF PROCESS
1505 Corporation 2351
United Agent Group Inc.
4640 Admiralty way, 5th Floor
Marina Del Rey, California 90292

The Consultant may from time to time designate another address, addressee or Agent for Service of Process and shall, in such instances, notify the City in writing within ten (10) calendar days of such designation.

ARTICLE 7 – INSURANCE REQUIREMENTS

The Consultant 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 Consultant, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per
occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply
separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall
be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering,
   Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned),
   with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with
   Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per
   accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the
   Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim,
   $4,000,000 aggregate.

   If the Consultant maintains broader coverage and/or higher limits than the minimums
   shown above, the City requires and shall be entitled to the broader coverage and/or the higher
   limits maintained by the contractor. Any available insurance proceeds in excess of the
   specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following
provisions:

**Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as
additional insureds on the CGL policy with respect to liability arising out of work or operations
performed by or on behalf of the Consultant including materials, parts, or equipment furnished
in connection with such work or operations. General liability coverage can be provided in the
form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10
11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions
used).

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Primary Coverage

For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Office of the City Attorney. The Office of the City Attorney may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or
the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Office of the City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 8 – INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the
Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which the Consultant has agreed to indemnify Indemnitees as provided above, the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnities are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant’s work.

ARTICLE 9 – AUDIT

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City’s address indicated for receipt of notices in this Agreement.

ARTICLE 10 – BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant’s performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such
documents or records shall be maintained in accordance with generally accepted accounting
principles and shall be sufficiently complete and detailed so as to permit an accurate
evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all
such documents or records shall be maintained to the extent required by laws relating to
audits of public agencies and their expenditures.

ARTICLE 11 – OWNERSHIP OF DOCUMENTS

“Documents” as used in this Article means original studies, surveys, reports, data,
substantive notes, and other evidence used in preparation of various reports, whether existing
as electronic files or in hard copy. “Documents” does not refer to informal communications
such as emails and staff notes, whether those communications are internal to the Consultant’s
staff or between the Consultant and any subconsultant(s). All documents prepared, developed,
or discovered by the Consultant in the course of providing any services pursuant to this
Agreement shall remain the sole property of the City and may not be used, reused, or
otherwise disposed of without the permission of the City. Upon completion, expiration, or
termination of this Agreement, the Consultant shall give the City all such documents within ten
(10) days of delivery of termination notice, completion or expiration of this Agreement, at no
cost to the City. In the event the City requires or desires other information in the control of the
Consultant that is not a document as described above (such as informal communications, staff
notes, and other correspondence), the Consultant shall provide any requested information to
the City within thirty (30) days. The City acknowledges that its alteration of documents without
the consent of the Consultant, or use of the documents for any purpose other than the
project, is at the City’s own risk and without liability to the Consultant.

ARTICLE 12 – INDEPENDENT CONTRACTOR

The Consultant enters into this Agreement as an independent contractor and not as an
employee of the City. The Consultant shall have no power or authority by this Agreement to
bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent
with this relationship or status. All employees, agents, contractors or subcontractors hired or
retained by the Consultant are employees, agents, contractors or subcontractors of the
Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against the Consultant by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement. The City shall not have the right to direct and control the manner and means in which the Consultant carries out the work contemplated by this Agreement. The City shall not train nor provide instruction to the Consultant for the carrying out of the services contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this Agreement. The City has an interest in qualifications of and capability of the Consultant which will fulfill the duties and obligations imposed under this Agreement. In recognition of that interest, the Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of the Consultant’s duties or obligations under this Agreement without the prior written consent of the City. Any attempted unauthorized assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including summary termination of this Agreement. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation, without prior written approval of the City.

ARTICLE 14 – EQUAL EMPLOYMENT

The Consultant agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

///
ARTICLE 16 – SEVERABILITY

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

ARTICLE 17 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

ARTICLE 19 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United
States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 20 – MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

____________________________
James T. Butts, Jr.,
Mayor

____________________________
Bruce Corkle,
Vice President

ATTEST:

____________________________
Aisha L. Thompson,
City Clerk

WSP USA ENVIRONMENT & INFRASTRUCTURE INC.

____________________________
Kenneth R. Campos,
City Attorney

APPROVED AS TO FORM:

N:\AWE\WSD\Contracts\Building and Safety\WSP Plan Check and Inspection Services 11.22.docx
SCOPE OF SERVICES FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

The Consultant shall provide Plan Check and/or inspection services under the direction of the Building Safety Division of the City of Inglewood on an as-needed basis. The Consultant may choose to provide both Plan Check and inspection services, or just one service - either Plan Check or Inspection service. The term of the Agreement with the Consultant shall be three years from the date specified in the City's Notice to Proceed. At the City’s option the Agreement may be extended two additional years.

Plan Check Services Scope

1. Consultant shall perform all Building Safety code compliance plan reviews including structural, mechanical, plumbing, electrical, energy, CALGreen, grading and accessibility plan review in conformity with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.

2. At the discretion of the City, plan check services may be performed on paper plans or electronically via pdf.

3. Consultant shall review all assigned projects within 14 working days or less upon receipt by the consultant, unless otherwise agreed to with the City.

4. Plan check correction resubmittals shall be completed within 7 working days upon receipt by the consultant, unless otherwise agreed to with the City.

5. Consultant shall collate, stamp and sign a minimum of two (2) sets of approved plans, specifications and calculations but only after a minimum of two (2) sets of plans are approved and stamped/signed by all required entities/agencies as indicated by City Building Safety.

6. Consultant shall deliver the required sets of plans, specifications and calculations to City Building Safety for permit issuance. Handling and delivering all plans shall be paid for and handled by the Consultant. All mailed plans shall be trackable via the mail provider. Typical methods of delivery shall be UPS, FedEx, US Post Office, courier or similar. Electronically approved plans shall be sent via email or uploaded to the City’s electronic file storage system.

7. All plan check work will typically be performed at the consultant’s office(s) unless the City requires plan check to be performed at City Hall.

8. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.

9. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

10. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Inspection Services Scope

1. Consultant to provide Combination Building Inspector(s) for building inspections during regular working hours for compliance with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.

2. Perform all inspections in accordance with the City’s adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable codes, laws and regulations.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. There may be occasional off business hour / overtime work as well.

4. Consultant to provide a vehicle for the purpose of conducting all inspections.

5. Possess, at all times, a valid California Driver’s License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

6. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.

7. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

8. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
FEE PROPOSAL FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

Plan Check Fees

The Consultant’s fee shall be a percentage of the City’s plan check fee which covers a total of three (3) plan checks. After three (3) plan checks all additional plan checks will be performed at an hourly rate. Most plan checks will be performed based on the City’s plan check fee percentage basis, however, the City may ask the Consultant to provide an hourly rate plan check as well. Consultant percentage and hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

| Plan Check Fee as a percentage of City’s Building Plan Check Fee: | % |
| Expedited Plan Check Fee as a percentage of City’s Building Plan Check Fee: | % |
| Structural Plan Check Fee as a percentage of City’s Building Plan Check Fee: | % |
| Mechanical, Plumbing, Electrical (MEP) Plan Check Fee as a percentage of City’s MEP Plan Check Fee: | % |
| Hourly Rate for Plan Check (geotechnical): $200.00 |
| Expedited Hourly Rate for Plan Check (Geotechnical): $200.00 |
| In-House (at City Hall) Plan Check Engineer hourly rate: $NA |

Inspection Fees

Consultant to provide an hourly rate. Consultant hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

<table>
<thead>
<tr>
<th>INSPECTOR CATEGORY</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Combination Building Inspector</td>
<td>$140.00</td>
</tr>
<tr>
<td>Senior Combination Building Inspector</td>
<td>$135.00</td>
</tr>
<tr>
<td>Combination Building Inspector</td>
<td>$130.00</td>
</tr>
<tr>
<td>Plumbing Inspector</td>
<td>$125.00</td>
</tr>
<tr>
<td>Mechanical Inspector</td>
<td>$125.00</td>
</tr>
<tr>
<td>Electrical Inspector</td>
<td>$125.00</td>
</tr>
<tr>
<td>CASp Inspector</td>
<td>$125.00</td>
</tr>
</tbody>
</table>
Name of Consultant Firm (Print):
Wood Environment & Infrastructure Solutions, Inc.

Service(s) Consultant Providing:
☑ Both Plan Check and Inspection Services  ☐ Plan Check Services only  ☐ Inspection Services only

Person authorized to sign on behalf of Consultant Firm (Print):
Jerry Haffley, Principal/Unit Manager

Signature of Authorized Person
# Certificate of Liability Insurance

**Certificate Number:** 749395288  
**Revision Number:** 

**Date (MM/DD/YYYY):** 11/15/2022

**Producer:** Arthur J. Gallagher Risk Management Services, Inc.  
300 Madison Avenue, 28th Floor  
New York, NY 10017

**Contact Name:** 

**Phone:** 212-994-7100  
**Fax:** 212-994-7047  
**Email Address:**

**Insurers:**

- **Insurer A:** Zurich American Insurance Company  
  NAIC #: 18535
- **Insurer B:** Liberty Insurance Corporation  
  NAIC #: 42404
- **Insurer C:** American Guarantee and Liability Ins Co  
  NAIC #: 26247
- **Insurer D:**
- **Insurer E:**
- **Insurer F:**

**Coverages**

**Certification:** 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).

**Coverages**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Add. Sub Ins. Wd. Policy</th>
<th>Policy Effective</th>
<th>Policy Exp.</th>
<th>Limits</th>
</tr>
</thead>
</table>
| A COMMERCIAL GENERAL LIABILITY | X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE | X OCCUR | Digitally signed by Jeffery A. Lewis  
Date: 2023.01.09 06:39:57-08'00' | GLO 98538919-09  
9/21/2022  
5/3/2023 | EOC OCCURRENCE | $3,500,000  
DAMAGE TO RENTED PREMISES (EXCEPT OCCURRENCE) | $100,000  
MED EXP (ANY ONE PERSON) | $10,000  
PERSONAL & ADV INJURY | $3,600,000  
GENERAL AGGREGATE | $7,600,000  
PRODUCTS - COMPOP AGG | $3,500,000  
B AUTOMOBILE LIABILITY | X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS | X OCCUR | Digitally signed by Jeffery A. Lewis  
Date: 2023.01.09 06:39:57-08'00' | AS7-621-094060-032  
9/21/2022  
5/3/2023 | COMBINED SINGLE LIMIT | $5,000,000  
BODILY INJURY (PER PERSON) | $0  
BODILY INJURY (PER ACCIDENT) | $0  
PROPERTY DAMAGE | $0  
C UMBRELLA/ EXCESS LIABILITY | X EXCESS LIABILITY CLAIMS-MADE | X OCCUR | Digitally signed by Jeffery A. Lewis  
Date: 2023.01.09 06:39:57-08'00' | AUC0144386-06  
9/21/2022  
5/3/2023 | EACH OCCURRENCE | $5,000,000  
AGGREGATE | $5,000,000  
D WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY | X WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY | X OCCUR | Digitally signed by Jeffery A. Lewis  
Date: 2023.01.09 06:39:57-08'00' | WA7-42D-084680-012  
9/21/2022  
5/3/2023 | X PER STATUTE | $1,200,000  
E THE ACCIDENT | $2,000,000  
E DISEASE - EA EMPLOYEE | $2,000,000  
E DISEASE - POLICY LIMIT | $2,000,000  

**Description of Operations/Locations/ Vehicles (ACORD 101, Add.)**

Thirty (30) day's notice of cancellation

**Revised Remarks Schedule**

**Certificate Holder**

City of Inglewood  
One West Manchester Boulevard, 4th Floor  
Inglewood CA 90301

**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

© 1985-2015 ACORD Corporation. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:
If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

<table>
<thead>
<tr>
<th>Name(s) Of Person(s) Or Organization(s):</th>
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</thead>
<tbody>
<tr>
<td>Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.
Waiver Of Subrogation (Blanket) Endorsement

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<td>93542000</td>
<td>INCL</td>
<td>INCL</td>
</tr>
</tbody>
</table>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.
Other Insurance Amendment – Primary And Non-Contributory

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<td>05/01/2022</td>
<td>93542000</td>
<td>INCL</td>
<td>INCL</td>
</tr>
</tbody>
</table>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: WSP USA Group Holding Inc.
Address (including ZIP Code): 1 Penn Plaza, 2nd Floor, New York, NY 10119

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:
   This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:
   a. The additional insured is a Named Insured under such other insurance; and
   b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:
   This insurance is excess over:
   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization, other than an architect, engineer, or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.</td>
<td>Any Location or project, other than a wrap-up or other consolidated insurance program location or project, for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, 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.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization, other than an architect, engineer, or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.</td>
<td>Any Location or project, other than a wrap-up or other consolidated insurance program location or project, for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, 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.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
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 anyone not named in the Schedule.

Not applicable in Kentucky, New Hampshire and New Jersey.

This waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36 Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the state of Connecticut, Florida, Maryland, Nebraska, Oregon the premium charge is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Hawaii, the premium charge is $250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of $250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total manual premium.

In the state of New York, the premium charge is 2% of the total manual premium, subject to a minimum premium of $0 per policy.

In the state of North Carolina, the premium charge is 2% of the total manual premium, subject to a minimum premium of $100 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of $250 per policy.

Issued by: Liberty Insurance Corporation 21814

For attachment to Policy No WA7-62D-094060-012 Effective Date Premium $

Issued to: WSP USA Group Holding Inc.

WC 00 03 13 © 1983 National Council on Compensation Insurance, Inc. Page 1 of 1 Ed. 4/1/1984
CERTIFICATE OF LIABILITY INSURANCE

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

Arthur J. Gallagher Risk Management Services, Inc
300 Madison Avenue
28th Floor
New York NY 10017

INSURED

WSP USA Environment & Infrastructure Inc.
ff/a Wood Environment & Infrastructure Solutions
1075 Big Shanty Rd, Suite 100
Kennesaw GA 30144

CONTACT

NAME: AJG Service Team
PHONE: 212-981-2485
FAX: 212-994-7047
E-MAIL: GGB.WSP_USA.CertRequests@ajg.com

COVERAGES

CERTIFICATE NUMBER: 256288825

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.

INSA LTR TYPE OF INSURANCE ADDRESS/SUB INSURER VENDOR POLICY NUMBER POLICY EFF/EXP (MM/DD/YYYY) LIMITS

COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE OCCUR

GENL AGGREGATE LIMIT APPLIES PER:

POLICY PROJECT LOC

OTHER:

AUTOMOBILE LIABILITY

ANY AUTO
OWNED AUTO ONLY SCHEDULED AUTOS NON-OWNED AUTO ONLY

UMBRELLA LIABILITY
CLAIMS-MADE OCCUR

EXCESS LIABILITY
CLAIMS-MADE

WORKERS COMPENSATION
AND EMPLOYER'S LIABILITY

ANY/PROPRIETOR/Partner/EXECUTIVE
OFFICER/OWNER EXCLUDED?
(NECESSARY IN NH)

Y/N N/A

DESCRIPTION OF OPERATIONS below

A Pollution Liability
CLAIMS MADE

CPL4846279-91

11/1/2022 11/1/2023 Per Claim/Aggregate $5,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION

RE: Project Description: Building Safety Plan Check and Inspection Services, Project: 22PROPGOVT.0239.

CERTIFICATE HOLDER

City of Inglewood
One West Manchester Boulevard, 4th Floor
Inglewood CA 90301

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
Arthur J. Gallagher Risk Management Services, Inc
300 Madison Avenue
28th Floor
New York NY 10017

CONTACT NAME: AJG Service Team
PHONE: 212-981-2485
FAX: 212-984-7074
EMAIL: GBUS.WSPUIS.CertRequests@ajg.com

INSURED
WSP USA Environment & Infrastructure Inc,
t/a Wood Environment & Infrastructure Solutions
1075 Big Shanty Rd, Suite 100
Kennesaw GA 30144

INSURER(S) AFFORDING COVERAGE
INSCRIBER A: QBE Specialty Insurance Company
NAIC #: 11515

COVERAGES CERTIFICATE NUMBER: 2085845996 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.

<table>
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<tr>
<th>INSLT</th>
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<th>ADDL. SUB</th>
<th>POLICY NUMBER</th>
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<td>Per Claim/Aggregate $5,000,000</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Description: Building Safety Plan Check and Inspection Services, Project: 22PROPGOV.0239.

CERTIFICATE HOLDER
City of Inglewood
One West Manchester Boulevard, 4th Floor
Inglewood CA 90301

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

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November 15, 2022

To Whom It May Concern:

WSP purchased Wood Environment & Infrastructure Solutions, Inc. on September 21, 2022. As part of the acquisition, Wood Environment & Infrastructure Solutions, Inc. merged into WSP USA Environment & Infrastructure, Inc.

Enclosed is a certificate demonstrating coverage for pollution liability, professional liability, general liability, auto liability, umbrella liability, workers compensation and employers' liability.

If there are any questions or concerns, please contact Gallagher immediately.

Regards,

Garrett Gross
Client Service Associate
Gallagher

Enclosure

Co: Bridget Montague, WSP, Bridget.Montague@wsp.com
AGREEMENT NO.: ______

THIS AGREEMENT is made and entered into this __________ day of __________, 2022, by and between the CITY OF INGLEWOOD (the “City”), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and THE CODE GROUP, INC., (the “Consultant”) a California Corporation with a corporate number of C2534448 and its corporate headquarters located at 1845 W. Orangewood Avenue, Suite 210, Orange, California 92868.

RECITALS

WHEREAS, the City has a limited number of staff who are available to provide building plan check and inspection consulting services throughout the City of Inglewood; and

WHEREAS, the Building Safety Division continues to require additional plan check and inspection services due to increased construction activity; and

WHEREAS, the Building Safety Division selected consulting firms to provide the City with plan check and inspection services; and

WHEREAS, the firms, plus the Consultant, are: CSG Consultants, Jason Addison Smith Consulting Services, Inc., dba JAS Pacific, Interwest Consulting Group, Inc., WSP USA Environment & Infrastructure, Inc., True North Compliance Services, Inc., J. Lee Engineering, Inc., and California Code Specialties Inc.; and

WHEREAS, the City may, in its sole discretion, engage any one of these firms and/or the Consultant for various building inspection and plan check services (the “Services”); and

WHEREAS, the Consultant understands and agrees that it may or may not get engaged for any Services and may or may not receive any Compensation; and

WHEREAS, the services the City seeks from the Consultant are of a professional nature; and

WHEREAS, the Consultant holds itself out as capable and competent to provide such consulting Services as the City requires and has the necessary qualified staff to perform the Services that the City needs.

///

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NOW, THEREFORE, the City and the Consultant (hereinafter individually referred to as the "Party" and collectively referred to as the "Parties") hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Consultant shall:

1. Perform the City’s Assignment, in a professional, and timely manner and in accordance with Exhibit “A,” “Scope of Services for Building Safety Plan Check and Inspection Services for the Inglewood. Exhibit “A,” is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
   a. Amended Agreements, Change orders, and City Assignments (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A.”

2. Provide in-house Inspection services, and Plan Check services from the firm’s office or City in-house Plan Check Services, if needed, for compliance with the latest applicable State of California Title 24 codes and as per the Inglewood Municipal Code.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. The Consultant shall follow the directions of the City Building Official or his or her designee.

4. Agree that each Task executed hereunder, including any changes to or terminations of such Task, shall be automatically incorporated into this Agreement, and therefore shall be subject to the terms and conditions of this Agreement.

5. Complete all Tasks in a professional manner and in accordance with standard industry practices.

6. Provide a vehicle for the purpose of conducting the Services contemplated by this Agreement.

7. Respond within 48 hours of notice from the City’s Building Official, or as agreed to
by the City’s Building Official, with a proposal. This proposal will be open to
negotiations as required to develop a mutually agreed upon Task content, schedule
and fee. Each Task content shall designate a specific scope of work, schedule, firm-
fixed price or not-to-exceed compensation, and other specifications and terms
particular to the assignment. Upon agreement and execution by the Parties, the
Consultant shall begin performance of the work upon receipt of a Notice to Proceed
(“NTP”).

8. Possess, at all times, a valid California Driver’s License, and shall immediately notify
the Building Safety Official and the Inglewood City Attorney’s Office upon the
temporary or permanent restriction, suspension, revocation or termination of said
license.

9. Provide all labor, transportation, materials, tools, machinery, equipment, and other
items and services necessary to properly perform the services contemplated by this
Agreement.

10. Ensure that all personnel engaged by Consultant to perform the services
contemplated by this Agreement shall be properly licensed.

11. Agree to comply with and be bound by all applicable federal, state, county and local
laws, rules and regulations.

12. Obtain, at its own expense, all necessary licenses and permits, including but not
limited to those required by the City of Inglewood, to perform the services
contemplated by this Agreement.

ARTICLE 2 – CITY’S DUTIES

The City hereby promises to provide all access, data, records, and documents
reasonably within its possession or control as are necessary for the Consultant to perform the
Services contemplated by this Agreement.
ARTICLE 3 – TERM

This Agreement shall terminate three (3) years from its full execution date unless terminated earlier.

ARTICLE 4 – COMPENSATION

1. Consultant is aware and agrees that the maximum amount payable under this Agreement to the Consultant, or any consultant(s), is up to One Million Two Hundred Thousand Dollars ($1,200,000) (hereinafter referred to as the “Pool”) during the Term of this Agreement. Consultant understands and agrees that the Services contemplated by this Agreement are non-exclusive to the Consultant. Consultant understands and agrees that the Compensation Pool amount will be shared by other consultants. Consultant agrees that should it be assigned any Services contemplated by this Agreement, it shall be paid from this Pool. Consultant further understands and agrees that the City makes no promises that the Consultant shall be assigned any Services or earn any Compensation. In no event shall Consultant be paid an amount exceeding the amount listed in this Article.

2. Consultant shall be compensated, if at all, pursuant to the hourly rate listed in Exhibit “A.”

3. The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

4. Fees in Article 4 of this Agreement represent full compensation for the Consultant’s services rendered and include all compensation for any expenses incurred by the Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

5. The Consultant shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Consultant in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant’s invoices.
6. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. description of Services billed under this invoice;
   e. position, title and hours worked;
   f. total amount for invoiced Services;
   g. total amount billed to date;
   h. total amount remaining on the Agreement, and total Agreement amount.

The Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.

**ARTICLE 5 – TERMINATION**

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.
In the event of such termination, the City shall pay the Consultant an amount which equitably reflects the proportion of work completed by the Consultant, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article 4 of this Agreement.

ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective Parties as follows:

CITY: Alisha L. Thompson, City Clerk City of Inglewood One Manchester Boulevard Inglewood, California 90301-1750

CONSULTANT: Tom VanDorpe, S.E., Senior Principal The Code Group Inc., 1845 W. Orangewood Avenue, Suite 210 Orange, California 92868

WITH COPY TO: Building Official, 4th Floor One Manchester Boulevard Inglewood, California 90301

AGENT FOR SERVICE OF PROCESS Randy Doening 1845 W. Orangewood Avenue Suite 200 Orange, California 92868

The Consultant may from time to time designate another address, addressee or Agent for Service of Process and shall, in such instances, notify the City in writing within ten (10) calendar days of such designation.

ARTICLE 7 – INSURANCE REQUIREMENTS

The Consultant 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 Consultant, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:
1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

   If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10
11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Office of the City Attorney. The Office of the City Attorney may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Office of the City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 8 – INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its officers, employees
and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which the Consultant has agreed to indemnify Indemnitees as provided above, the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant’s work.

ARTICLE 9 – AUDIT

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City’s address indicated for receipt of notices in this Agreement.

ARTICLE 10 – BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant’s performance of services pursuant to this Agreement. The
Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

**ARTICLE 11 – OWNERSHIP OF DOCUMENTS**

"Documents" as used in this Article means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of various reports, whether existing as electronic files or in hard copy. “Documents” does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant’s staff or between the Consultant and any subconsultant(s). All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desires other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant, or use of the documents for any purpose other than the project, is at the City’s own risk and without liability to the Consultant.

**ARTICLE 12 – INDEPENDENT CONTRACTOR**

The Consultant enters into this Agreement as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Agreement to
bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent
with this relationship or status. All employees, agents, contractors or subcontractors hired or
retained by the Consultant are employees, agents, contractors or subcontractors of the
Consultant and not of the City. The City shall not be obligated in any way to pay any wage
claims or other claims made against the Consultant by any such employees, agents,
contractors, or subcontractors, or any other person resulting from performance of this
Agreement. The City shall not have the right to direct and control the manner and means in
which the Consultant carries out the work contemplated by this Agreement. The City shall not
train nor provide instruction to the Consultant for the carrying out of the services
contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this
Agreement. The City has an interest in qualifications of and capability of the Consultant which
will fulfill the duties and obligations imposed under this Agreement. In recognition of that
interest, the Consultant shall not assign or transfer this Agreement or any portion of this
Agreement or the performance of any of the Consultant’s duties or obligations under this
Agreement without the prior written consent of the City. Any attempted unauthorized
assignment shall be ineffective, null and void, and shall constitute a material breach of this
Agreement entitling the City to any and all remedies at law or in equity, including summary
termination of this Agreement. The Consultant shall not assign any interest in this Agreement
and shall not transfer any interest in the same whether by assignment or novation, without
prior written approval of the City.

ARTICLE 14 – EQUAL EMPLOYMENT

The Consultant agrees that during the performance of this Agreement, it will not
discriminate against any employee or applicant for employment because of race, color,
religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap,
medical condition or marital status.
ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

ARTICLE 16 – SEVERABILITY

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

ARTICLE 17 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

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ARTICLE 19 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 20 – MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

______________________________
James T. Butts, Jr.,
Mayor

THE CODE GROUP INC.

______________________________
Tom VanDorpe, S.E.,
Senior Principal

ATTEST:

______________________________
Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

______________________________
Kenneth R. Campos,
City Attorney
CITY OF INGLEWOOD
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
Building Safety Division

Mandhir Singh
Building Official

Christopher E. Jackson, Sr.
Department Manager

EXHIBIT "A"

SCOPE OF SERVICES FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

The Consultant shall provide Plan Check and/or Inspection services under the direction of the Building Safety Division of the City of Inglewood on an as-needed basis. The Consultant may choose to provide both Plan Check and Inspection services, or just one service - either Plan Check or Inspection service. The term of the Agreement with the Consultant shall be three years from the date specified in the City's Notice to Proceed. At the City's option the Agreement may be extended two additional years.

Plan Check Services Scope

1. Consultant shall perform all Building Safety code compliance plan reviews including structural, mechanical, plumbing, electrical, energy, CALGreen, grading and accessibility plan review in conformity with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.

2. At the discretion of the City, plan check services may be performed on paper plans or electronically via pdf.

3. Consultant shall review all assigned projects within 14 working days or less upon receipt by the consultant, unless otherwise agreed to with the City.

4. Plan check correction resubmittals shall be completed within 7 working days upon receipt by the consultant, unless otherwise agreed to with the City.

5. Consultant shall collate, stamp and sign a minimum of two (2) sets of approved plans, specifications and calculations but only after a minimum of two (2) sets of plans are approved and stamped-signed by all required entities/agencies as indicated by City Building Safety.

6. Consultant shall deliver the required sets of plans, specifications and calculations to City Building Safety for permit issuance. Handling and delivering all plans shall be paid for and handled by the Consultant. All mailed plans shall be trackable via the mail provider. Typical methods of delivery shall be UPS, FedEx, US Post Office, courier or similar. Electronically approved plans shall be sent via email or uploaded to the City’s electronic file storage system.

7. All plan check work will typically be performed at the consultant's office(s) unless the City requires plan check to be performed at City Hall.

8. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.

9. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

10. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Inspection Services Scope

1. Consultant to provide Combination Building Inspector(s) for building inspections during regular working hours for compliance with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.

2. Perform all inspections in accordance with the City's adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable codes, laws and regulations.

3. Work on an as needed basis. The City's work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. There may be occasional off business hour / overtime work as well.

4. Consultant to provide a vehicle for the purpose of conducting all inspections.

5. Possess, at all times, a valid California Driver's License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney's Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

6. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.

7. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

8. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
FEE PROPOSAL FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

Plan Check Fees

The Consultant’s fee shall be a percentage of the City’s plan check fee which covers a total of three (3) plan checks. After three (3) plan checks all additional plan checks will be performed at an hourly rate. Most plan checks will be performed based on the City’s plan check fee percentage basis, however, the City may ask the Consultant to provide an hourly rate plan check as well. Consultant percentage and hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

| Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 68% |
| Expedited Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 100% |
| Structural Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 45% |
| Mechanical, Plumbing, Electrical (MEP) Plan Check Fee as a percentage of City’s MEP Plan Check Fee: | 68% |
| Hourly Rate for Plan Check (all disciplines): $110.00 to $130.00 |
| Expedited Hourly Rate for Plan Check (all disciplines): $1.5x |
| In-House (at City Hall) Plan Check Engineer hourly rate: $125.00 to $145.00 |

Inspection Fees

Consultant to provide an hourly rate. Consultant hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

<table>
<thead>
<tr>
<th>INSPECTOR CATEGORY</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Combination Building Inspector</td>
<td>$105.00 to $115.00</td>
</tr>
<tr>
<td>Senior Combination Building Inspector</td>
<td>$95.00 to $105.00</td>
</tr>
<tr>
<td>Combination Building Inspector</td>
<td>$90.00 to $100.00</td>
</tr>
<tr>
<td>Plumbing Inspector</td>
<td>$90.00 to $100.00</td>
</tr>
<tr>
<td>Mechanical Inspector</td>
<td>$90.00 to $100.00</td>
</tr>
<tr>
<td>Electrical Inspector</td>
<td>$95.00 to $105.00</td>
</tr>
<tr>
<td>CASp Inspector</td>
<td>$145.00 to $155.00</td>
</tr>
</tbody>
</table>

Notes:
- Overtime is 1.5x the hourly rate
- Rates may be adjusted annually based on CPI when agreed upon by the City
Name of Consultant Firm (Print): The Code Group, Inc. dba VCA Code

Service(s) Consultant Providing:

☑ Both Plan Check and Inspection Services    ☐ Plan Check Services only    ☐ Inspection Services only

Person authorized to sign on behalf of Consultant Firm (Print): Tom VanDorpe, SE

Signature of Authorized Person

August 26, 2022
CERTIFICATE OF LIABILITY INSURANCE

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: IOA Insurance Services
4379 La Jolla Village Drive
Suite 600
San Diego, CA 92122

INSURED: VCA Consultants, Inc.
(See Desc. of Operations for Full Named Insured)
1845 W. Orangewood Ave, Suite 200
Orange, CA 92868

CONTACT: Ali Smith
PHONE: (619) 788-5795 50206
FAX: (619) 574-6288
E-MAIL: Ali.Smith@ioausa.com

INSURER A: Travelers Property Casualty Company of America
INSURER B: Twin City Fire Insurance Company
INSURER C: Interstate Fire & Casualty Company

COVERAGES:

COVERAGE TYPE
COMMERCIAL GENERAL LIABILITY

LIMITS
$1,000,000
$1,000,000
$5,000
$1,000,000
$2,000,000
$2,000,000

Jeffery A. Lewis
Digitally signed by
Date: 2023.01.09
07:00:40-08'00'

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

City of Inglewood, its officers, officials, employees, agents and volunteers are Additional Insured with respect to General and Auto Liability per the attached

CERTIFICATE HOLDER
City of Inglewood
One Manchester Blvd.
Inglewood, CA 90301

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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
ADDITIONAL REMARKS SCHEDULE

**AGENCY**
IOA Insurance Services

**LICENSE #** 0E67768

**NAMED INSURED**
VCA Consultants, Inc. (See Desc. of Operations for Full Named Insured)
1845 W. Orangewood Ave, Suite 200
Orange, CA 92868

**POLICY NUMBER**
SEE PAGE 1

**CARRIER**

**NAIC CODE**
SEE P 1

**EFFECTIVE DATE**
SEE PAGE 1

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**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

**FORM NUMBER:** ACORD 25  **FORM TITLE:** Certificate of Liability Insurance

Description of Operations/Locations/Vehicles: endorsements as required by written contract. **Insurance is Primary and Non-Contributory.** Waiver of Subrogation applies to General Liability, Auto Liability, and Workers' Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed; after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.
3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;

b. While that part of the written contract is in effect; and

c. Before the end of the policy period.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 72WEGAM3JXV

Endorsement Number:

Named Insured and Address: VCA Consultants, Inc.
1845 W Orangewood Ave., Suite 200
Orange, CA 92868

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us</td>
<td></td>
</tr>
</tbody>
</table>

Form WC 04 03 06 (1) Printed in U.S.A.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED
B. EMPLOYEE HIRED AUTO
C. EMPLOYEES AS INSURED
D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
E. TRAILERS – INCREASED LOAD CAPACITY
F. HIRED AUTO PHYSICAL DAMAGE
G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT
I. WAIVER OF DEDUCTIBLE – GLASS
J. PERSONAL PROPERTY
K. AIRBAGS
L. AUTO LOAN LEASE GAP
M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
1. The following replaces Paragraph A.2.a.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY
The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:
1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE
The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage
If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:
   (a) $50,000;
   (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
   (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:
   (a) Any "auto" that is hired, rented or borrowed with a driver; or
   (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT
Paragraph C.1.b. of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS
The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY
The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property Coverage
We will pay up to $400 for "loss" to wearing apparel and other personal property which is:
(1) Owned by an "insured"; and
(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.
K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto";

and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss" provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

City of Inglewood
One Machester Blvd.
Inglewood, CA 90301

PROVISIONS

1. The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph 5., Other Insurance, in B., General Conditions, of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.
ATTACHMENT NO. 3
AGREEMENT NO.: _____

THIS AGREEMENT is made and entered into this ________ day of ___________, 2022, by and between the CITY OF INGLEWOOD (the “City”), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and CSG CONSULTANTS, INC., (the “Consultant”) a California Corporation with a corporate number of C2249340 and with its corporate headquarters located at 550 Pilgrim Drive, Foster City California 94404.

RECITALS

WHEREAS, the City has a limited number of staff who are available to provide building plan check and inspection consulting services throughout the City of Inglewood; and

WHEREAS, the Building Safety Division continues to require additional plan check and inspection services due to increased construction activity; and

WHEREAS, the Building Safety Division selected consulting firms to provide the City with plan check and inspection services; and

WHEREAS, the firms, plus the Consultant, are: The Code Group, Inc., Jason Addison Smith Consulting Services, Inc., dba JAS Pacific, Interwest Consulting Group, Inc., WSP USA Environment & Infrastructure, Inc., True North Compliance Services, Inc., J. Lee Engineering, Inc., and California Code Specialties Inc.; and

WHEREAS, the City may, in its sole discretion, engage any one of these firms and/or the Consultant for various building inspection and plan check services (the “Services”); and

WHEREAS, the Consultant understands and agrees that it may or may not get engaged for any Services and may or may not receive any Compensation; and

WHEREAS, the services the City seeks from the Consultant are of a professional nature; and

WHEREAS, the Consultant holds itself out as capable and competent to provide such consulting Services as the City requires and has the necessary qualified staff to perform the Services that the City needs.

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NOW, THEREFORE, the City and the Consultant (hereinafter individually referred to as the “Party” and collectively referred to as the “Parties”) hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Consultant shall:

1. Perform the City’s Assignment, in a professional, and timely manner and in accordance with Exhibit “A,” “Scope of Services for Building Safety Plan Check and Inspection Services for the Inglewood. Exhibit “A,” is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
   a. Amended Agreements, Change orders, and City Assignments (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A.”

2. Provide in-house Inspection services, and Plan Check services from the firm’s office or City in-house Plan Check Services, if needed, for compliance with the latest applicable State of California Title 24 codes and as per the Inglewood Municipal Code.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. The Consultant shall follow the directions of the City Building Official or his or her designee.

4. Agree that each Task executed hereunder, including any changes to or terminations of such Task, shall be automatically incorporated into this Agreement, and therefore shall be subject to the terms and conditions of this Agreement.

5. Complete all Tasks in a professional manner and in accordance with standard industry practices.

6. Provide a vehicle for the purpose of conducting the Services contemplated by this Agreement.

7. Respond within 48 hours of notice from the City’s Building Official, or as agreed to by the City’s Building Official, with a proposal. This proposal will be open to negotiations
as required to develop a mutually agreed upon Task content, schedule and fee. Each
Task content shall designate a specific scope of work, schedule, firm-fixed price or not-
to-exceed compensation, and other specifications and terms particular to the
assignment. Upon agreement and execution by the Parties, the Consultant shall begin
performance of the work upon receipt of a Notice to Proceed ("NTP").

8. Possess, at all times, a valid California Driver’s License, and shall immediately notify the
Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or
permanent restriction, suspension, revocation or termination of said license.

9. Provide all labor, transportation, materials, tools, machinery, equipment, and other
items and services necessary to properly perform the services contemplated by this
Agreement.

10. Ensure that all personnel engaged by Consultant to perform the services contemplated
by this Agreement shall be properly licensed.

11. Agree to comply with and be bound by all applicable federal, state, county and local
laws, rules and regulations.

12. Obtain, at its own expense, all necessary licenses and permits, including but not limited
to those required by the City of Inglewood, to perform the services contemplated by
this Agreement.

ARTICLE 2 – CITY’S DUTIES
The City hereby promises to provide all access, data, records, and documents
reasonably within its possession or control as are necessary for the Consultant to perform the
services contemplated by this Agreement.

ARTICLE 3 – TERM
This Agreement shall terminate three (3) years from its full execution date unless
terminated earlier.

ARTICLE 4 – COMPENSATION
1. Consultant is aware and agrees that the maximum amount payable under this
Agreement to the Consultant, or any consultant(s), is up to One Million Two Hundred
Thousand Dollars ($1,200,000) (hereinafter referred to as the “Pool”) during the Term of this Agreement. Consultant understands and agrees that the Services contemplated by this Agreement are non-exclusive to the Consultant. Consultant understands and agrees that the Compensation Pool amount will be shared by other consultants. Consultant agrees that should it be assigned any Services contemplated by this Agreement, it shall be paid from this Pool. Consultant further understands and agrees that the City makes no promises that the Consultant shall be assigned any Services or earn any Compensation. In no event shall Consultant be paid an amount exceeding the amount listed in this Article.

2. Consultant shall be compensated, if at all, pursuant to the hourly rate listed in Exhibit “A.”

3. The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

4. Fees in Article 4 of this Agreement represent full compensation for the Consultant’s services rendered and include all compensation for any expenses incurred by the Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

5. The Consultant shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Consultant in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant’s invoices.

6. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. description of Services billed under this invoice;
   e. position, title and hours worked;
f. total amount for invoiced Services;

g. total amount billed to date;

h. total amount remaining on the Agreement, and total Agreement amount.

The Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.

**ARTICLE 5 – TERMINATION**

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.

In the event of such termination, the City shall pay the Consultant an amount which equitably reflects the proportion of work completed by the Consultant, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article 4 of this Agreement.

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ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective Parties as follows:

CITY:
Aisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

CONSULTANT:
Khoa Duong, PE
Vice President, Building Department
CSG Consultants, Inc.
550 Pilgrim Drive,
Foster City, California 94404

WITH COPY TO:
Building Official, 4th Floor
One Manchester Boulevard
Inglewood, California 90301

AGENT FOR SERVICE OF PROCESS
Cyrus Kianpour
550 Pilgrim Drive,
Foster City, California 94404

The Consultant may from time to time designate another address, addressee or Agent for Service of Process and shall, in such instances, notify the City in writing within ten (10) calendar days of such designation.

ARTICLE 7 – INSURANCE REQUIREMENTS

The Consultant 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 Consultant, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply
separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Office of the City Attorney. The Office of the City Attorney may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or
the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage**

Consultant shall furnish the Office of the City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**ARTICLE 8 – INDEMNIFICATION**

The Consultant shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the
Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which the Consultant has agreed to indemnify Indemnitees as provided above, the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant’s work.

ARTICLE 9 – AUDIT

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City’s address indicated for receipt of notices in this Agreement.

ARTICLE 10 – BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant’s performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such
documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

**ARTICLE 11 – OWNERSHIP OF DOCUMENTS**

"Documents" as used in this Article means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of various reports, whether existing as electronic files or in hard copy. "Documents" does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant’s staff or between the Consultant and any subconsultant(s). All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desires other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant, or use of the documents for any purpose other than the project, is at the City’s own risk and without liability to the Consultant.

**ARTICLE 12 – INDEPENDENT CONTRACTOR**

The Consultant enters into this Agreement as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the
Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against the Consultant by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement. The City shall not have the right to direct and control the manner and means in which the Consultant carries out the work contemplated by this Agreement. The City shall not train nor provide instruction to the Consultant for the carrying out of the services contemplated by this Agreement.

**ARTICLE 13 – NON-ASSIGNABILITY**

The expertise and experience of the Consultant are material considerations for this Agreement. The City has an interest in qualifications of and capability of the Consultant which will fulfill the duties and obligations imposed under this Agreement. In recognition of that interest, the Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of the Consultant’s duties or obligations under this Agreement without the prior written consent of the City. Any attempted unauthorized assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including summary termination of this Agreement. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation, without prior written approval of the City.

**ARTICLE 14 – EQUAL EMPLOYMENT**

The Consultant agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

**ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS**

No change, amendment or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

///
ARTICLE 16 – SEVERABILITY

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

ARTICLE 17 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

ARTICLE 19 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United
States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 20 – MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

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

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date
and year first above written.

CITY OF INGLEWOOD

______________________________
James T. Butts, Jr.,
Mayor

CSG CONSULTANTS, INC.

Khoa Duong, PE,
Vice President, Building Department

ATTEST:

______________________________
Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

______________________________
Kenneth R. Campos,
City Attorney
SCOPe OF SERVICES FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

The Consultant shall provide Plan Check and/or Inspection services under the direction of the Building Safety Division of the City of Inglewood on an as-needed basis. The Consultant may choose to provide both Plan Check and Inspection services, or just one service - either Plan Check or Inspection service. The term of the Agreement with the Consultant shall be three years from the date specified in the City's Notice to Proceed. At the City's option the Agreement may be extended two additional years.

Plan Check Services Scope

1. Consultant shall perform all Building Safety code compliance plan reviews including structural, mechanical, plumbing, electrical, energy, CALGreen, grading and accessibility plan review in conformity with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.
   2. At the discretion of the City, plan check services may be performed on paper plans or electronically via pdf.
   3. Consultant shall review all assigned projects within 14 working days or less upon receipt by the consultant, unless otherwise agreed to with the City.
   4. Plan check correction resubmittals shall be completed within 7 working days upon receipt by the consultant, unless otherwise agreed to with the City.
   5. Consultant shall collate, stamp and sign a minimum of two (2) sets of approved plans, specifications and calculations but only after a minimum of two (2) sets of plans are approved and stamped/sign by all required entities/agencies as indicated by City Building Safety.
   6. Consultant shall deliver the required sets of plans, specifications and calculations to City Building Safety for permit issuance. Handling and delivering all plans shall be paid for and handled by the Consultant. All mailed plans shall be trackable via the mail provider. Typical methods of delivery shall be UPS, FedEx, US Post Office, courier or similar. Electronically approved plans shall be sent via email or uploaded to the City’s electronic file storage system.
   7. All plan check work will typically be performed at the consultant’s office(s) unless the City requires plan check to be performed at City Hall.
   8. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.
   9. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.
   10. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Inspection Services Scope

1. Consultant to provide Combination Building Inspector(s) for building inspections during regular working hours for compliance with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.
2. Perform all inspections in accordance with the City’s adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable codes, laws and regulations.
3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. There may be occasional off business hour / overtime work as well.
4. Consultant to provide a vehicle for the purpose of conducting all inspections.
5. Possess, at all times, a valid California Driver’s License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.
6. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.
7. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.
8. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
FEE PROPOSAL FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

Plan Check Fees

The Consultant’s fee shall be a percentage of the City’s plan check fee which covers a total of three (3) plan checks. After three (3) plan checks all additional plan checks will be performed at an hourly rate. Most plan checks will be performed based on the City’s plan check fee percentage basis, however, the City may ask the Consultant to provide an hourly rate plan check as well. Consultant percentage and hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

| Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 70 % |
| Expedited Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 90 % |
| Structural Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 45 % |
| Mechanical, Plumbing, Electrical (MEP) Plan Check Fee as a percentage of City’s MEP Plan Check Fee: | 70 % |
| Hourly Rate for Plan Check (all disciplines): | $ 135.00 |
| Expedited Hourly Rate for Plan Check (all disciplines): | $ 202.50 |
| In-House (at City Hall) Plan Check Engineer hourly rate: | $ 135.00 |

Inspection Fees

Consultant to provide an hourly rate. Consultant hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

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<thead>
<tr>
<th>INSPECTOR CATEGORY</th>
<th>HOURLY RATE</th>
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<tbody>
<tr>
<td>Lead Combination Building Inspector</td>
<td>$ 135.00</td>
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<tr>
<td>Senior Combination Building Inspector</td>
<td>$ 113.00</td>
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<tr>
<td>Combination Building Inspector</td>
<td>$ 103.00</td>
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<tr>
<td>Plumbing Inspector</td>
<td>$ 113.00</td>
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<td>Mechanical Inspector</td>
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<tr>
<td>Electrical Inspector</td>
<td>$ 113.00</td>
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<tr>
<td>CASp Inspector</td>
<td>$ 135.00</td>
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</tbody>
</table>
Name of Consultant Firm (Print):  CSG Consultants

Service(s) Consultant Providing:

☒ Both Plan Check and Inspection Services  ☐ Plan Check Services only  ☐ Inspection Services only

Person authorized to sign on behalf of Consultant Firm (Print):  Khoa Duong

Signature of Authorized Person
## Certificate of Liability Insurance

**Certificate Number:**

**Revision Number:**

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

- **License #**: BC368861
- **Alliant Insurance Services, Inc.**
  - 560 Mission St 8th Fl
  - San Francisco, CA 94105

### Insured

- **CSG Consultants, Inc.**
  - 550 Pilgrim Drive
  - Foster City, CA 94404

### Insurer

- **INSURER A**: Fireman's Fund Insurance Company
  - 21873
- **INSURER B**: American Automobile Insurance Company
  - 21849
- **INSURER C**: National Surety Corporation
  - 21881
- **INSURER D**: Pacific Insurance Company, Limited
  - 10046

### Coverages

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<tr>
<th>Indyr</th>
<th>Term 1</th>
<th>Term 2</th>
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<tr>
<td><strong>A</strong></td>
<td><strong>X</strong> COMMERCIAL GENERAL LIABILITY</td>
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<td><strong>B</strong></td>
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<td><strong>X</strong> UMBRELLA LIABILITY</td>
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<td><strong>D</strong></td>
<td><strong>X</strong> PROFESSIONAL LIABILITY</td>
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</tbody>
</table>

### Certificate Holder

**City of Inglewood**
- **Attn:** COI
- **One Manchester Boulevard**
- **PO Box 6590**
- **Inglewood, CA 90301**

### Cancellation

**City of Inglewood**, its officials, employees and agents are included as additional insureds on a Primary & Non-Contributory basis on GL and Auto with 30 Day Notice of Cancellation per attached. 30 Day Notice of Cancellation on Professional per attached.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.

d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "product-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less
B. Who Is An Insured – Unnamed Subsidiaries
C. Who Is An Insured – Retired Partners, Members, Directors And Employees
D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
F. Blanket Additional Insured – Controlling Interest
G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
J. Incidental Medical Malpractice
K. Medical Payments – Increased Limit
L. Amendment Of Excess Insurance Condition – Professional Liability
M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement
N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
   (2) A watercraft you do not own that is:
   (a) 75 feet long or less; and
   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of SECTION II – WHO IS AN INSURED:
   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
      (1) 75 feet long or less; and
      (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:
Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:
a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.
D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only:

      (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

      (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

   b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

   a. A limited liability company;

   b. An organization other than a partnership, joint venture or limited liability company; or

   c. A trust;

   as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

   a. Such financial control; or

   b. Such person’s or organization’s ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Policy Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

   a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,
subsequent to the signing of that contract or agreement; and
b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:
   (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
   (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,
occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
Sale Of Pharmaceuticals
"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the DEFINITIONS Section:
"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT
The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY
The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.
N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
   c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.
This endorsement changes the policy. Please read it carefully.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE – GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED
The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED
The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO
1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your
permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.
You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS
The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY
The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property
We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS
The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
b. The airbags are not covered under any warranty; and
c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);
(b) A partner (if you are a partnership);
(c) A member (if you are a limited liability company);
(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION
The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us
We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by
such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2, Concealment, Misrepresentation, Or Fraud, of SECTION IV - BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be % of the California workers’ compensation premium.

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<tr>
<th>Person or Organization</th>
<th>Job Description</th>
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<tr>
<td>ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.</td>
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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/04/2021
Policy No. UB-5R147157-21-43-G
Endorsement No. Premium

Insurance Company

Countersigned by ____________________________

DATE OF ISSUE: — — ST ASSIGN:
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED – WRITTEN CONTRACT (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

City of Inglewood
One Manchester Boulevard
PO Box 6500
Inglewood, CA 90301

PROJECT/LOCATION OF COVERED OPERATIONS:

PROVISIONS

1. The following is added to SECTION II – WHO IS AN INSURED:

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.

d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
2. The following is added to Paragraph 4.a. of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
   i. How, when and where the "occurrence" or offense took place;
   ii. The names and addresses of any injured persons and witnesses; and
   iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
   i. Immediately record the specifics of the claim or "suit" and the date received; and
   ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or agreement with the person or organization shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
ATTACHMENT NO. 4
AGREEMENT NO.: _____

THIS AGREEMENT is made and entered into this _________ day of __________, 2022, by and between the CITY OF INGLEWOOD (the "City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and J. LEE ENGINEERING, INC., (the "Consultant") a California Corporation with a Corporate number of C2215326 and with its corporate headquarters located at 430 South Garfield, Avenue, Suite 301, Alhambra, California 91801.

RECITALS

WHEREAS, the City has a limited number of staff who are available to provide building plan check and inspection consulting services throughout the City of Inglewood; and

WHEREAS, the Building Safety Division continues to require additional plan check and inspection services due to increased construction activity; and

WHEREAS, the Building Safety Division selected consulting firms to provide the City with plan check and inspection services; and

WHEREAS, the firms, plus the Consultant, are: The Code Group, Inc., CSG Consultants, Jason Addison Smith Consulting Services, Inc., dba JAS Pacific, Interwest Consulting Group, Inc., WSP USA Environment & Infrastructure, Inc., True North Compliance Services, Inc., and California Code Specialties Inc.; and

WHEREAS, the City may, in its sole discretion, engage any one of these firms and/or the Consultant for various building inspection and plan check services (the "Services"); and

WHEREAS, the Consultant understands and agrees that it may or may not get engaged for any Services and may or may not receive any Compensation; and

WHEREAS, the services the City seeks from the Consultant are of a professional nature; and

WHEREAS, the Consultant holds itself out as capable and competent to provide such consulting Services as the City requires and has the necessary qualified staff to perform the Services that the City needs.
NOW, THEREFORE, the City and the Consultant (hereinafter individually referred to as the “Party” and collectively referred to as the “Parties”) hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Consultant shall:

1. Perform the City’s Assignment, in a professional, and timely manner and in accordance with Exhibit “A,” “Scope of Services for Building Safety Plan Check and Inspection Services for the Inglewood.” Exhibit “A,” is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
   a. Amended Agreements, Change orders, and City Assignments (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A.”

2. Provide in-house Inspection services, and Plan Check services from the firm’s office or City in-house Plan Check Services, if needed, for compliance with the latest applicable State of California Title 24 codes and as per the Inglewood Municipal Code.

3. Work on an as needed basis. The City's work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. The Consultant shall follow the directions of the City Building Official or his or her designee.

4. Agree that each Task executed hereunder, including any changes to or terminations of such Task, shall be automatically incorporated into this Agreement, and therefore shall be subject to the terms and conditions of this Agreement.

5. Complete all Tasks in a professional manner and in accordance with standard industry practices.

6. Provide a vehicle for the purpose of conducting the Services contemplated by this Agreement.

7. Respond within 48 hours of notice from the City’s Building Official, or as agreed to by the City’s Building Official, with a proposal. This proposal will be open to negotiations
as required to develop a mutually agreed upon Task content, schedule and fee. Each Task content shall designate a specific scope of work, schedule, firm-fixed price or not-to-exceed compensation, and other specifications and terms particular to the assignment. Upon agreement and execution by the Parties, the Consultant shall begin performance of the work upon receipt of a Notice to Proceed ("NTP").

8. Possess, at all times, a valid California Driver's License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney's Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

9. Provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services contemplated by this Agreement.

10. Ensure that all personnel engaged by Consultant to perform the services contemplated by this Agreement shall be properly licensed.

11. Agree to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations.

12. Obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

ARTICLE 2 – CITY’S DUTIES

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Consultant to perform the services contemplated by this Agreement.

ARTICLE 3 – TERM

This Agreement shall terminate three (3) years from its full execution date unless terminated earlier.

ARTICLE 4 – COMPENSATION

1. Consultant is aware and agrees that the maximum amount payable under this Agreement to the Consultant, or any consultant(s), is up to One Million Two Hundred
Thousand Dollars ($1,200,000) (hereinafter referred to as the “Pool”) during the Term of this Agreement. Consultant understands and agrees that the Services contemplated by this Agreement are non-exclusive to the Consultant. Consultant understands and agrees that the Compensation Pool amount will be shared by other consultants. Consultant agrees that should it be assigned any Services contemplated by this Agreement, it shall be paid from this Pool. Consultant further understands and agrees that the City makes no promises that the Consultant shall be assigned any Services or earn any Compensation. In no event shall Consultant be paid an amount exceeding the amount listed in this Article.

2. Consultant shall be compensated, if at all, pursuant to the hourly rate listed in Exhibit “A.”

3. The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

4. Fees in Article 4 of this Agreement represent full compensation for the Consultant’s services rendered and include all compensation for any expenses incurred by the Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

5. The Consultant shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Consultant in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant’s invoices.

6. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. description of Services billed under this invoice;
   e. position, title and hours worked;
f. total amount for invoiced Services;

g. total amount billed to date;

h. total amount remaining on the Agreement, and total Agreement
amount.

The Consultant shall be responsible for the cost of supplying all documentation
necessary to verify the monthly billings to the satisfaction of the City and shall certify,
on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its
personnel to a task. However, the Consultant shall nevertheless provide the services
contemplated by this Agreement in a cost effective manner when and where
reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services
without the prior written approval of the City, such work shall be deemed a gratuitous
effort on the part of the Consultant, and the Consultant shall have no claim against the
City for reimbursement.

ARTICLE 5 – TERMINATION

This Agreement shall be subject to termination by the City upon its own discretion, or
when conditions encountered during the work contemplated hereunder make it impossible or
impracticable to proceed, or when the City is prevented from proceeding with the Agreement
by law or by official action of a public authority, or if the City fails to authorize the necessary
funds in any fiscal year budget covering the term of the Agreement.

In the event of such termination, the City shall pay the Consultant an amount which
equitably reflects the proportion of work completed by the Consultant, provided that in no
event shall the compensation paid pursuant to this paragraph exceed the amount which would
have been payable pursuant to Article 4 of this Agreement.

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ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective Parties as follows:

CITY:
Aisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

CONSULTANT:
J. Lee,
President
J. Lee Engineering, Inc.
430 South Garfield Avenue,
Suite 301
Alhambra, California 91801

AGENT FOR SERVICE OF PROCESS
Jaeyol Lee
430 South Garfield Avenue, Suite 301
Alhambra, California 91801

WITH COPY TO:
Building Official, 4th Floor
One Manchester Boulevard
Inglewood, California 90301

The Consultant may from time to time designate another address, addressee or Agent for Service of Process and shall, in such instances, notify the City in writing within ten (10) calendar days of such designation.

ARTICLE 7 – INSURANCE REQUIREMENTS

The Consultant 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 Consultant, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply
separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

   If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**

   The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

   The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 1185 or both CG 2010, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Office of the City Attorney. The Office of the City Attorney may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or
the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage**

Consultant shall furnish the Office of the City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**ARTICLE 8 – INDEMNIFICATION**

The Consultant shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the
Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which the Consultant has agreed to indemnify Indemnitees as provided above, the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant’s work.

**ARTICLE 9 – AUDIT**

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City’s address indicated for receipt of notices in this Agreement.

**ARTICLE 10 – BOOKS AND RECORDS**

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant’s performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such
documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

ARTICLE 11 – OWNERSHIP OF DOCUMENTS

"Documents" as used in this Article means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of various reports, whether existing as electronic files or in hard copy. "Documents" does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant's staff or between the Consultant and any subconsultant(s). All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desires other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant, or use of the documents for any purpose other than the project, is at the City's own risk and without liability to the Consultant.

ARTICLE 12 – INDEPENDENT CONTRACTOR

The Consultant enters into this Agreement as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the
Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against the Consultant by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement. The City shall not have the right to direct and control the manner and means in which the Consultant carries out the work contemplated by this Agreement. The City shall not train nor provide instruction to the Consultant for the carrying out of the services contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this Agreement. The City has an interest in qualifications of and capability of the Consultant which will fulfill the duties and obligations imposed under this Agreement. In recognition of that interest, the Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of the Consultant’s duties or obligations under this Agreement without the prior written consent of the City. Any attempted unauthorized assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including summary termination of this Agreement. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation, without prior written approval of the City.

ARTICLE 14 – EQUAL EMPLOYMENT

The Consultant agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

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ARTICLE 16 – SEVERABILITY

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

ARTICLE 17 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

ARTICLE 19 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United
States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 20 – MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

________________________
James T. Butts, Jr.,
Mayor

ATTEST:

________________________
Aisha L. Thompson,
City Clerk

J. LEE ENGINEERING, INC.

_____________________
J. Lee,
President

APPROVED AS TO FORM:

________________________
Kenneth R. Campos,
City Attorney
**SCOPE OF SERVICES FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES**

The Consultant shall provide Plan Check and/or Inspection services under the direction of the Building Safety Division of the City of Inglewood on an as-needed basis. The Consultant may choose to provide both Plan Check and Inspection services, or just one service - either Plan Check or Inspection service. The term of the Agreement with the Consultant shall be three years from the date specified in the City’s Notice to Proceed. At the City’s option the Agreement may be extended two additional years.

**Plan Check Services Scope**

1. Consultant shall perform all Building Safety code compliance plan reviews including structural, mechanical, plumbing, electrical, energy, CALGreen, grading and accessibility plan review in conformity with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.
2. At the discretion of the City, plan check services may be performed on paper plans or electronically via pdf.
3. Consultant shall review all assigned projects within 14 working days or less upon receipt by the consultant, unless otherwise agreed to with the City.
4. Plan check correction resubmittals shall be completed within 7 working days upon receipt by the consultant, unless otherwise agreed to with the City.
5. Consultant shall collate, stamp and sign a minimum of two (2) sets of approved plans, specifications and calculations but only after a minimum of two (2) sets of plans are approved and stamped/signed by all required entities/agencies as indicated by City Building Safety.
6. Consultant shall deliver the required sets of plans, specifications and calculations to City Building Safety for permit issuance. Handling and delivering all plans shall be paid for and handled by the Consultant. All mailed plans shall be trackable via the mail provider. Typical methods of delivery shall be UPS, FedEx, US Post Office, courier or similar. Electronically approved plans shall be sent via email or uploaded to the City’s electronic file storage system.
7. All plan check work will typically be performed at the consultant’s office(s) unless the City requires plan check to be performed at City Hall.
8. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.
9. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.
10. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Inspection Services Scope

1. Consultant to provide Combination Building Inspector(s) for building inspections during regular working hours for compliance with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.

2. Perform all inspections in accordance with the City's adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable codes, laws and regulations.

3. Work on an as needed basis. The City's work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. There may be occasional off business hour / overtime work as well.

4. Consultant to provide a vehicle for the purpose of conducting all inspections.

5. Possess, at all times, a valid California Driver's License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney's Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

6. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.

7. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

8. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
CITY OF INGLEWOOD
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
Building Safety Division

FEE PROPOSAL FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

Plan Check Fees

The Consultant’s fee shall be a percentage of the City’s plan check fee which covers a total of three (3) plan checks. After three (3) plan checks all additional plan checks will be performed at an hourly rate. Most plan checks will be performed based on the City’s plan check fee percentage basis, however, the City may ask the Consultant to provide an hourly rate plan check as well. Consultant percentage and hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

<table>
<thead>
<tr>
<th>Plan Check Fee as a percentage of City’s Building Plan Check Fee:</th>
<th>70%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expedited Plan Check Fee as a percentage of City’s Building Plan Check Fee:</td>
<td>1.5 x 70%</td>
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<tr>
<td>Structural Plan Check Fee as a percentage of City’s Building Plan Check Fee:</td>
<td>50%</td>
</tr>
<tr>
<td>Mechanical, Plumbing, Electrical (MEP) Plan Check Fee as a percentage of City’s MEP Plan Check Fee:</td>
<td>70%</td>
</tr>
<tr>
<td>Hourly Rate for Plan Check (all disciplines):</td>
<td>$120 / Sr. Plan Check Engineer $140</td>
</tr>
<tr>
<td>Expedited Hourly Rate for Plan Check (all disciplines):</td>
<td>$ 1.5 x Regular Plan Check Fee</td>
</tr>
<tr>
<td>In-House (at City Hall) Plan Check Engineer hourly rate:</td>
<td>$120 / Sr. Plan Check Engineer $140</td>
</tr>
</tbody>
</table>

Inspection Fees

Consultant to provide an hourly rate. Consultant hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

<table>
<thead>
<tr>
<th>INSPECTOR CATEGORY</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Combination Building Inspector</td>
<td>$125.00</td>
</tr>
<tr>
<td>Senior Combination Building Inspector</td>
<td>$105.00</td>
</tr>
<tr>
<td>Combination Building Inspector</td>
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<tr>
<td>Plumbing Inspector</td>
<td>$ 95.00</td>
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<tr>
<td>Mechanical Inspector</td>
<td>$ 95.00</td>
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<td>Electrical Inspector</td>
<td>$ 95.00</td>
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<tr>
<td>CASp Inspector</td>
<td>$125.00</td>
</tr>
</tbody>
</table>
Name of Consultant Firm (Print): J.Lee Engineering, Inc.

Service(s) Consultant Providing:
- [x] Both Plan Check and Inspection Services
- [ ] Plan Check Services only
- [ ] Inspection Services only

Person authorized to sign on behalf of Consultant Firm (Print): Jae Lee, President

Signature of Authorized Person
CERIFICATE OF LIABILITY INSURANCE

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
License # 0E67768
IOA Insurance Services
3675 Hopyard Road
Suite 200
Pleasanton, CA 94588

INSURED
JLee Engineering, Inc.
430 S. Garfield Avenue, #301
Alhambra, CA 91801

CONTACT
Gigi Yuen
PHONE
(925) 600-3514
EMAIL
Gigi.Yuen@ioausa.com

INSURER A
RLI Insurance Company
13056

INSURER B
Arch Insurance Company
11160

COVERAGES

<table>
<thead>
<tr>
<th>INSURER</th>
<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED SUBROGATION</th>
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<td>Aggregate</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Operations of the Named Insured.

General Liability: See ADDITIONAL INSURED ENDORSEMENT attached; such coverage is PRIMARY & NON-CONTRIBUTORY, as required per written contract.

Auto Liability: NOTE THE INSURED OWNS NO COMPANY CARS. Aforementioned General Liability includes coverage for Hired & Non-Owned Auto Liability.

GENERAL LIABILITY ADDITIONAL INSURED INCLUDES THE FOLLOWING PERSON(S) OR ORGANIZATION(S):
City of Inglewood, its officials, employees, and authorized agents and/or as required per written contract.

CERTIFICATE HOLDER
City of Inglewood
Economic and Community Development Department
Building Safety Division
One Manchester Boulevard, 4th Floor
Inglewood, CA 90301

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
Gigi Yuen

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The ACORD name and logo are registered marks of ACORD.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
City of Inglewood, its officials, employees, and authorized agents and/or as required per written contract

PROJECT/LOCATION OF COVERED OPERATIONS: All operations of the Named Insured

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for “bodily injury”, “property damage” or “personal injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;
b. In connection with premises owned by or rented to you; or
c. In connection with “your work” and included within the “products-completed operations hazard”.

Such person or organization does not qualify as an additional insured for “bodily injury”, “property damage” or “personal injury” for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply to the rendering of or failure to render any “professional services”.

e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that “contract or agreement requiring insurance” to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.
B. The following is added to Paragraph a. of 4. Other INSURANCE in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ___2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization
All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description
Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 09-01-2022
Insured: JLee Engineering, Inc.
Policy No.: PSW00005581
Endorsement No.: 
Insurer: RLI Insurance Company
Countersigned By: ____________________________

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Item 4. of the declarations is amended to include:

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Carrier</th>
<th>Eff. Date</th>
<th>Exp. Date</th>
<th>Limits</th>
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<td>Liability</td>
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<td>Aggregate $</td>
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<td>Employers' Liability</td>
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<td>09/01/2023</td>
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</tr>
<tr>
<td>Business Auto</td>
<td>RLI Insurance Company</td>
<td>09/01/2022</td>
<td>09/01/2023</td>
<td>Each Accident $1,000,000</td>
</tr>
<tr>
<td>Liability</td>
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ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.
ATTACHMENT NO. 5
AGREEMENT NO.: ______

THIS AGREEMENT is made and entered into this _______ day of __________,
2022, by and between the CITY OF INGLEWOOD (the “City”), a municipal corporation, One
Manchester Boulevard, Inglewood, California 90301; and CALIFORNIA CODE SPECIALTIES, INC.,
(the “Consultant”) a California Corporation with a Corporate number of C4136143 and with its
Corporate headquarters located at 19209 Crossdale Avenue, Cerritos, California 90703.

RECATALS

WHEREAS, the City has a limited number of staff who are available to provide building
plan check and inspection consulting services throughout the City of Inglewood; and

WHEREAS, the Building Safety Division continues to require additional plan check and
inspection services due to increased construction activity; and

WHEREAS, the Building Safety Division selected consulting firms to provide the City
with plan check and inspection services; and

WHEREAS, the firms, plus the Consultant, are: The Code Group, Inc., CSG Consultants,
Jason Addison Smith Consulting Services, Inc., dba JAS Pacific, Interwest Consulting Group, Inc.,
WSP USA Environment & Infrastructure, Inc., True North Compliance Services, Inc., and J. Lee
Engineering, Inc.; and

WHEREAS, the City may, in its sole discretion, engage any one of these firms and/or the
Consultant for various building inspection and plan check services (the “Services”); and

WHEREAS, the Consultant understands and agrees that it may or may not get engaged
for any Services and may or may not receive any Compensation; and

WHEREAS, the services the City seeks from the Consultant are of a professional nature;
and

WHEREAS, the Consultant holds itself out as capable and competent to provide such
consulting Services as the City requires and has the necessary qualified staff to perform the
Services that the City needs.

///

///
NOW, THEREFORE, the City and the Consultant (hereinafter individually referred to as the "Party" and collectively referred to as the "Parties") hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Consultant shall:

1. Perform the City’s Assignment, in a professional, and timely manner and in accordance with Exhibit “A,” “Scope of Services for Building Safety Plan Check and Inspection Services for the Inglewood. Exhibit “A,” is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
   a. Amended Agreements, Change orders, and City Assignments (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A.”

2. Provide in-house Inspection services, and Plan Check services from the firm’s office or City in-house Plan Check Services, if needed, for compliance with the latest applicable State of California Title 24 codes and as per the Inglewood Municipal Code.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. The Consultant shall follow the directions of the City Building Official or his or her designee.

4. Agree that each Task executed hereunder, including any changes to or terminations of such Task, shall be automatically incorporated into this Agreement, and therefore shall be subject to the terms and conditions of this Agreement.

5. Complete all Tasks in a professional manner and in accordance with standard industry practices.

6. Provide a vehicle for the purpose of conducting the Services contemplated by this Agreement.

7. Respond within 48 hours of notice from the City’s Building Official, or as agreed to by the City’s Building Official, with a proposal. This proposal will be open to negotiations
as required to develop a mutually agreed upon Task content, schedule and fee. Each
Task content shall designate a specific scope of work, schedule, firm-fixed price or not-
to-exceed compensation, and other specifications and terms particular to the
assignment. Upon agreement and execution by the Parties, the Consultant shall begin
performance of the work upon receipt of a Notice to Proceed ("NTP").

8. Possess, at all times, a valid California Driver’s License, and shall immediately notify the
Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or
permanent restriction, suspension, revocation or termination of said license.

9. Provide all labor, transportation, materials, tools, machinery, equipment, and other
items and services necessary to properly perform the services contemplated by this
Agreement.

10. Ensure that all personnel engaged by Consultant to perform the services contemplated
by this Agreement shall be properly licensed.

11. Agree to comply with and be bound by all applicable federal, state, county and local
laws, rules and regulations.

12. Obtain, at its own expense, all necessary licenses and permits, including but not limited
to those required by the City of Inglewood, to perform the services contemplated by
this Agreement.

ARTICLE 2 – CITY’S DUTIES
The City hereby promises to provide all access, data, records, and documents
reasonably within its possession or control as are necessary for the Consultant to perform the
services contemplated by this Agreement.

ARTICLE 3 – TERM
This Agreement shall terminate three (3) years from its full execution date unless
terminated earlier.

ARTICLE 4 – COMPENSATION
1. Consultant is aware and agrees that the maximum amount payable under this
Agreement to the Consultant, or any consultant(s), is up to One Million Two Hundred
Thousand Dollars ($1,200,000) (hereinafter referred to as the “Pool”) during the Term of this Agreement. Consultant understands and agrees that the Services contemplated by this Agreement are non-exclusive to the Consultant. Consultant understands and agrees that the Compensation Pool amount will be shared by other consultants. Consultant agrees that should it be assigned any Services contemplated by this Agreement, it shall be paid from this Pool. Consultant further understands and agrees that the City makes no promises that the Consultant shall be assigned any Services or earn any Compensation. In no event shall Consultant be paid an amount exceeding the amount listed in this Article.

2. Consultant shall be compensated, if at all, pursuant to the hourly rate listed in Exhibit “A.”

3. The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

4. Fees in Article 4 of this Agreement represent full compensation for the Consultant’s services rendered and include all compensation for any expenses incurred by the Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

5. The Consultant shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Consultant in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant’s invoices.

6. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. description of Services billed under this invoice;
   e. position, title and hours worked;
f. total amount for invoiced Services;


g. total amount billed to date;

h. total amount remaining on the Agreement, and total Agreement amount.

The Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.

ARTICLE 5 – TERMINATION

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.

In the event of such termination, the City shall pay the Consultant an amount which equitably reflects the proportion of work completed by the Consultant, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article 4 of this Agreement.

ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the
custody of the United States Postal Service, when properly addressed, posted and deposited in
the United States mail addressed to the respective Parties as follows:

CITY:  
Aisha L. Thompson,  
City Clerk  
City of Inglewood  
One Manchester Boulevard  
California 90301-1750

CONSULTANT:  
Craig Bragg  
Principal-In-Charge  
California Code Specialties, Inc.  
19209 Crossdale Avenue,  
Cerritos, California 90703

WITH COPY TO:  
Building Safety Official,  
One Manchester Boulevard  
Inglewood, California 90301

AGENT FOR SERVICE OF PROCESS  
Craig Bragg  
19209 Crossdale Avenue,  
Cerritos, California 90703

The Consultant may from time to time designate another address, addressee or Agent
for Service of Process and shall, in such instances, notify the City in writing within ten (10)
calendar days of such designation.

ARTICLE 7 – INSURANCE REQUIREMENTS

The Consultant 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 Consultant, his agents,
representatives, employees, or subcontractors. The cost of such insurance shall be borne by
the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may
be treated by the City as a material breach of Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01
covering CGL on an “occurrence” basis, including products and completed operations, property
damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per
occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply
separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall
be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance
maintained by the City, its officers, officials, employees, or volunteers shall be excess of the
Consultant’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled,
except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to the City a waiver of any right to subrogation which any
insurer of said Consultant may acquire against the City by virtue of the payment of any loss
under such insurance. Consultant agrees to obtain any endorsement that may be necessary to
affect this waiver of subrogation, but this provision applies regardless of whether or not the
City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Office of the City
Attorney. The Office of the City Attorney may require the Consultant to purchase coverage
with a lower retention or provide proof of ability to pay losses and related investigations, claim
administration, and defense expenses within the retention. The policy language shall provide,
or be endorsed to provide, that the self-insured retention may be satisfied by either the
named insured or the City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with
a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or
the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at
least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made
policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Office of the City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 8 – INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnities by reason of any of the
matters against which the Consultant has agreed to indemnify Indemnitees as provided above, the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant’s work.

ARTICLE 9 – AUDIT

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City’s address indicated for receipt of notices in this Agreement.

ARTICLE 10 – BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant’s performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to
audits of public agencies and their expenditures.

ARTICLE 11 – OWNERSHIP OF DOCUMENTS

"Documents" as used in this Article means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of various reports, whether existing as electronic files or in hard copy. "Documents" does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant's staff or between the Consultant and any subconsultant(s). All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desires other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant, or use of the documents for any purpose other than the project, is at the City's own risk and without liability to the Consultant.

ARTICLE 12 – INDEPENDENT CONTRACTOR

The Consultant enters into this Agreement as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against the Consultant by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement. The City shall not have the right to direct and control the manner and means in
which the Consultant carries out the work contemplated by this Agreement. The City shall not
train nor provide instruction to the Consultant for the carrying out of the services
contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this
Agreement. The City has an interest in qualifications of and capability of the Consultant which
will fulfill the duties and obligations imposed under this Agreement. In recognition of that
interest, the Consultant shall not assign or transfer this Agreement or any portion of this
Agreement or the performance of any of the Consultant’s duties or obligations under this
Agreement without the prior written consent of the City. Any attempted unauthorized
assignment shall be ineffective, null and void, and shall constitute a material breach of this
Agreement entitled the City to any and all remedies at law or in equity, including summary
termination of this Agreement. The Consultant shall not assign any interest in this Agreement
and shall not transfer any interest in the same whether by assignment or novation, without
prior written approval of the City.

ARTICLE 14 – EQUAL EMPLOYMENT

The Consultant agrees that during the performance of this Agreement, it will not
discriminate against any employee or applicant for employment because of race, color,
religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap,
medical condition or marital status.

ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in
writing and signed by the Parties hereto.

ARTICLE 16 – SEVERABILITY

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

**ARTICLE 17 – WAIVER**

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

**ARTICLE 18 – ENTIRE AGREEMENT**

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

**ARTICLE 19 – GOVERNING LAW; VENUE**

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

**ARTICLE 20 – MISCELLANEOUS**

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this
Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

________________________
James T. Butts, Jr.,
Mayor

CALIFORNIA CODE SPECIALTIES,
INC.

________________________
Craig Bragg,
Principal in-Charge

ATTEST:

________________________
Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

________________________
Kenneth R. Campos,
City Attorney

The Consultant shall provide Plan Check and/or Inspection services under the direction of the Building Safety Division of the City of Inglewood on an as-needed basis. The Consultant may choose to provide both Plan Check and Inspection services, or just one service - either Plan Check or Inspection service. The term of the Agreement with the Consultant shall be three years from the date specified in the City's Notice to Proceed. At the City's option the Agreement may be extended two additional years.

Plan Check Services Scope

1. Consultant shall perform all Building Safety code compliance plan reviews including structural, mechanical, plumbing, electrical, energy, CALGreen, grading and accessibility plan review in conformity with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.
2. At the discretion of the City, plan check services may be performed on paper plans or electronically via pdf.
3. Consultant shall review all assigned projects within 14 working days or less upon receipt by the consultant, unless otherwise agreed to with the City.
4. Plan check correction resubmittals shall be completed within 7 working days upon receipt by the consultant, unless otherwise agreed to with the City.
5. Consultant shall collate, stamp and sign a minimum of two (2) sets of approved plans, specifications and calculations but only after a minimum of two (2) sets of plans are approved and stamped/signed by all required entities/agencies as indicated by City Building Safety.
6. Consultant shall deliver the required sets of plans, specifications and calculations to City Building Safety for permit issuance. Handling and delivering all plans shall be paid for and handled by the Consultant. All mailed plans shall be trackable via the mail provider. Typical methods of delivery shall be UPS, FedEx, US Post Office, courier or similar. Electronically approved plans shall be sent via email or uploaded to the City’s electronic file storage system.
7. All plan check work will typically be performed at the consultant’s office(s) unless the City requires plan check to be performed at City Hall.
8. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.
9. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.
10. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Inspection Services Scope

1. Consultant to provide Combination Building Inspector(s) for building inspections during regular working hours for compliance with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.

2. Perform all inspections in accordance with the City's adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable codes, laws and regulations.

3. Work on an as needed basis. The City's work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. There may be occasional off business hour / overtime work as well.

4. Consultant to provide a vehicle for the purpose of conducting all inspections.

5. Possess, at all times, a valid California Driver's License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney's Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

6. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.

7. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

8. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
FEES PROPOSAL FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

Plan Check Fees

The Consultant’s fee shall be a percentage of the City’s plan check fee which covers a total of three (3) plan checks. After three (3) plan checks all additional plan checks will be performed at an hourly rate. Most plan checks will be performed based on the City’s plan check fee percentage basis, however, the City may ask the Consultant to provide an hourly rate plan check as well. Consultant percentage and hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

| Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 75 % |
| Expedited Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 110 % |
| Structural Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 45 % |
| Mechanical, Plumbing, Electrical (MEP) Plan Check Fee as a percentage of City’s MEP Plan Check Fee: | 60 % |
| Hourly Rate for Plan Check (all disciplines): | $ 105.00 |
| Expedited Hourly Rate for Plan Check (all disciplines): | $ 195.00 |
| In-House (at City Hall) Plan Check Engineer hourly rate: | $ 130.00 |

Inspection Fees

Consultant to provide an hourly rate. Consultant hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

<table>
<thead>
<tr>
<th>INSPECTOR CATEGORY</th>
<th>HOURLY RATE</th>
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</thead>
<tbody>
<tr>
<td>Lead Combination Building Inspector</td>
<td>$ 130.00</td>
</tr>
<tr>
<td>Senior Combination Building Inspector</td>
<td>$ 114.00</td>
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<tr>
<td>Combination Building Inspector</td>
<td>$ 98.00</td>
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<tr>
<td>Plumbing Inspector</td>
<td>$ 111.00</td>
</tr>
<tr>
<td>Mechanical Inspector</td>
<td>$ 111.00</td>
</tr>
<tr>
<td>Electrical Inspector</td>
<td>$ 111.00</td>
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<tr>
<td>CASp Inspector</td>
<td>$ 130.00</td>
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</table>
Name of Consultant Firm (Print):  CALIFORNIA CODE SPECIALTIES INC

Service(s) Consultant Providing:

☒ Both Plan Check and Inspection Services  ☐ Plan Check Services only  ☐ Inspection Services only

Person authorized to sign on behalf of Consultant Firm (Print):

[Signature]

Signature of Authorized Person
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFEWS 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
Cornerstone Specialty Insurance Services, Inc.
14252 Culver Drive, A299
Irvine, CA 92604

CONTRACT NAME: Ashley Greenberg
PHONE: (714) 731-7700
FAX: (714) 731-7750
EMAIL ADDRESS: ashley@cornerstonespecialty.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Continental Casualty Company
NAIC #: 20443
INSURER B: Nati Fire Ins. Co. of Hartford
NAIC #: 20478
INSURER C: Valley Forge Insurance Company
NAIC #: 20508

COVERAGES
CERTIFICATE NUMBER: 2022-2023 COVERAGE
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.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL INSURED</th>
<th>WVD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
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<td>Y Y</td>
<td>7012659705</td>
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AUTOMOBILE LIABILITY

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<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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UMBRELLA LIABILITY

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<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
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<td>Each Occurrence</td>
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY

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<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>E.L. EACH ACCIDENT</td>
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<td>02/08/2023</td>
<td>Each Claim</td>
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</table>

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

All Operations:
City of Inglewood, its officers, officials, employees, or volunteers are Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as permitted by endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium.

CERTIFICATE HOLDER
City of Inglewood
One Manchester Blvd.
4th Floor
Inglewood, CA 90301

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND BLANKET WAIVER OF SUBROGATION / AGGREGATE LIMIT (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

1. Blanket Additional Insured with Products-Completed Operations Coverage and Blanket Waiver of Subrogation

A. Who Is An Insured is amended to include as an insured, any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement, but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and

2. Executed prior to the:
   a. "Bodily injury" or "property damage"; or
   b. Offense that caused the "personal and advertising injury;"
      for which the additional insured seeks coverage.

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is an additional insured only with respect to such person or organization's liability for:
   a. "Bodily injury", "property damage" or "personal and advertising injury to the extent caused by:
      (1) Your acts or omissions; or
      (2) Acts or omissions of those acting on your behalf;
      in the performance of your ongoing operations specified in the written contract; or
   b. "Bodily injury" or "property damage" to the extent caused by "your work" specified in the written contract or written agreement and included in the "products-completed operations hazard", but only if:
      (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including:
a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as a construction manager; or

b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

4. This insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. With respect only to the insurance provided by this endorsement, the condition entitled Other Insurance of the BUSINESSOWNERS COMMON POLICY CONDITIONS is amended to delete paragraphs 2. and 3., and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis. But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.

3. When this insurance is excess, we will have no duty under Business Liability insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" if no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

D. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, Who Is An Insured is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are additional insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the Estates, Legal Representatives and Spouses provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person insureds.

E. Blanket Waiver of Subrogation

The condition entitled Transfer of Rights of Recovery Against Others To Us of the BUSINESSOWNERS COMMON POLICY CONDITIONS is amended to delete paragraph 2. and replace it with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we
make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

2. Amendment- Aggregate Limits of Insurance (Per Project)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A.1., and for all medical expenses caused by accidents under Coverage A.2., which can be attributed only to ongoing operations at a single construction project:

1. A separate Construction Project General Aggregate limit applies to each construction project. The Construction Project General Aggregate limit is equal to the amount of the General Aggregate limit shown in the Declarations.

2. The Construction Project General Aggregate limit is the most we will pay for the sum of all damages payable under Coverage A.1., except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses payable under Coverage A.2. regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits."

3. Any payments made under Coverage A.1. for damages or under Coverage A.2. for medical expenses shall reduce the Construction Project General Aggregate limit for the applicable construction project. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any Construction Project General Aggregate limit applicable to other construction projects.

4. The limits shown in the Declarations for Liability and Medical Expenses, Damage to Premises Rented to You, and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate limit.

B. All:

1. Damages because of "personal and advertising injury", regardless of the number of construction projects involved;

2. Damages under Coverage A.1. which cannot be attributed solely to ongoing operations at a single construction project, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

3. Medical expenses under Coverage A.2. caused by accidents which cannot be attributed solely to ongoing operations at a single construction project;

will reduce the General Aggregate Limit shown in the Declarations, and shall not reduce any Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products/Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor any Construction Project General Aggregate limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of the Limits Of Insurance section not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.
This endorsement changes the policy to which it is attached.

It is agreed that Part One - Workers' Compensation Insurance G. Recovery From Others and Part Two - Employers' Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.
ATTACHMENT NO. 6
AGREEMENT NO.: ___

THIS AGREEMENT is made and entered into this _________ day of _________, 2022, by and between the CITY OF INGLEWOOD (the “City”), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and TRUE NORTH COMPLIANCE SERVICES, INC., (the “Consultant”) a California Corporation with a Corporate number of C4554500 and with its corporate headquarters located at 3939 Atlantic Avenue, Long Beach, California 90807.

RECITALS

WHEREAS, the City has a limited number of staff who are available to provide building plan check and inspection consulting services throughout the City of Inglewood; and

WHEREAS, the Building Safety Division continues to require additional plan check and inspection services due to increased construction activity; and

WHEREAS, the Building Safety Division selected consulting firms to provide the City with plan check and inspection services; and

WHEREAS, the firms, plus the Consultant, are: The Code Group, Inc., CSG Consultants, Jason Addison Smith Consulting Services, Inc., dba JAS Pacific, Interwest Consulting Group, Inc., WSP USA Environment & Infrastructure, Inc., J. Lee Engineering, Inc., and California Code Specialties Inc.; and

WHEREAS, the City may, in its sole discretion, engage any one of these firms and/or the Consultant for various building inspection and plan check services (the “Services”); and

WHEREAS, the Consultant understands and agrees that it may or may not get engaged for any Services and may or may not receive any Compensation; and

WHEREAS, the services the City seeks from the Consultant are of a professional nature; and

WHEREAS, the Consultant holds itself out as capable and competent to provide such consulting Services as the City requires and has the necessary qualified staff to perform the Services that the City needs.

///
NOW, THEREFORE, the City and the Consultant (hereinafter individually referred to as the “Party” and collectively referred to as the “Parties”) hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Consultant shall:

1. Perform the City’s Assignment, in a professional, and timely manner and in accordance with Exhibit “A,” “Scope of Services for Building Safety Plan Check and Inspection Services for the Inglewood. Exhibit “A,” is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
   a. Amended Agreements, Change orders, and City Assignments (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A.”

2. Provide in-house Inspection services, and Plan Check services from the firm’s office or City in-house Plan Check Services, if needed, for compliance with the latest applicable State of California Title 24 codes and as per the Inglewood Municipal Code.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. The Consultant shall follow the directions of the City Building Official or his or her designee.

4. Agree that each Task executed hereunder, including any changes to or terminations of such Task, shall be automatically incorporated into this Agreement, and therefore shall be subject to the terms and conditions of this Agreement.

5. Complete all Tasks in a professional manner and in accordance with standard industry practices.

6. Provide a vehicle for the purpose of conducting the Services contemplated by this Agreement.

7. Respond within 48 hours of notice from the City’s Building Official, or as agreed to by the City’s Building Official, with a proposal. This proposal will be open to negotiations
as required to develop a mutually agreed upon Task content, schedule and fee. Each
Task content shall designate a specific scope of work, schedule, firm-fixed price or not-
to-exceed compensation, and other specifications and terms particular to the
assignment. Upon agreement and execution by the Parties, the Consultant shall begin
performance of the work upon receipt of a Notice to Proceed (“NTP”).

8. Possess, at all times, a valid California Driver’s License, and shall immediately notify the
Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or
permanent restriction, suspension, revocation or termination of said license.

9. Provide all labor, transportation, materials, tools, machinery, equipment, and other
items and services necessary to properly perform the services contemplated by this
Agreement.

10. Ensure that all personnel engaged by Consultant to perform the services contemplated
by this Agreement shall be properly licensed.

11. Agree to comply with and be bound by all applicable federal, state, county and local
laws, rules and regulations.

12. Obtain, at its own expense, all necessary licenses and permits, including but not limited
to those required by the City of Inglewood, to perform the services contemplated by
this Agreement.

ARTICLE 2 – CITY’S DUTIES

The City hereby promises to provide all access, data, records, and documents
reasonably within its possession or control as are necessary for the Consultant to perform the
services contemplated by this Agreement.

ARTICLE 3 – TERM

This Agreement shall terminate three (3) years from its full execution date unless
terminated earlier.

ARTICLE 4 – COMPENSATION

1. Consultant is aware and agrees that the maximum amount payable under this
Agreement to the Consultant, or any consultant(s), is up to One Million Two Hundred
Thousand Dollars ($1,200,000) (hereinafter referred to as the “Pool”) during the Term of this Agreement. Consultant understands and agrees that the Services contemplated by this Agreement are non-exclusive to the Consultant. Consultant understands and agrees that the Compensation Pool amount will be shared by other consultants. Consultant agrees that should it be assigned any Services contemplated by this Agreement, it shall be paid from this Pool. Consultant further understands and agrees that the City makes no promises that the Consultant shall be assigned any Services or earn any Compensation. In no event shall Consultant be paid an amount exceeding the amount listed in this Article.

2. Consultant shall be compensated, if at all, pursuant to the hourly rate listed in Exhibit “A.”

3. The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

4. Fees in Article 4 of this Agreement represent full compensation for the Consultant’s services rendered and include all compensation for any expenses incurred by the Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

5. The Consultant shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Consultant in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant’s invoices.

6. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. description of Services billed under this invoice;
   e. position, title and hours worked;
f. total amount for invoiced Services;

g. total amount billed to date;

h. total amount remaining on the Agreement, and total Agreement amount.

The Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.

**ARTICLE 5 – TERMINATION**

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.

In the event of such termination, the City shall pay the Consultant an amount which equitably reflects the proportion of work completed by the Consultant, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article 4 of this Agreement.

**ARTICLE 6 – NOTICES**

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the
custody of the United States Postal Service, when properly addressed, posted and deposited in
the United States mail addressed to the respective Parties as follows:

**CITY:**
Aisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

**CONSULTANT:**
Isam Hasenin,
President
True North Compliance Services, Inc.
3939 Atlantic Avenue,
Long Beach, California 90807

**WITH COPY TO:**
Building Official, 4th Floor
One Manchester Boulevard
Inglewood, California 90301

**AGENT FOR SERVICE OF PROCESS**
Robert J. Steinberger
550 West C. Street, Suite 1155
San Diego, California 92101

The Consultant may from time to time designate another address, addressee or Agent
for Service of Process and shall, in such instances, notify the City in writing within ten (10)
calendar days of such designation.

**ARTICLE 7 – INSURANCE REQUIREMENTS**

The Consultant 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 Consultant, his agents,
representatives, employees, or subcontractors. The cost of such insurance shall be borne by
the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may
be treated by the City as a material breach of Contract.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01
covering CGL on an “occurrence” basis, including products and completed operations, property
damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per
 occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply
separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall
be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

   If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Primary Coverage**

For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance
maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

**Waiver of Subrogation**

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the Office of the City Attorney. The Office of the City Attorney may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

**Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made
policy form with a Retroactive Date prior to the contract effective date, the Consultant must
purchase "extended reporting" coverage for a minimum of five (5) years after completion of
contract work.

Verification of Coverage

Consultant shall furnish the Office of the City Attorney with original Certificates of
Insurance including all required amendatory endorsements (or copies of the applicable policy
language effecting coverage required by this clause) and a copy of the Declarations and
Endorsement Page of the CGL policy listing all policy endorsements to the City before work
begins. However, failure to obtain the required documents prior to the work beginning shall
not waive the Consultant's obligation to provide them. The City reserves the right to require
complete, certified copies of all required insurance policies, including endorsements required
by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting
all the requirements stated herein, and Contractor shall ensure that the City is an additional
insured on insurance required from subcontractors.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the
nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 8 – INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its officers, employees
and volunteers from and against all claims, damages, losses and expenses including attorney
fees arising out of the performance of the work described herein, to the extent caused in
whole or in part by any negligent act or omission, recklessness or willful misconduct of the
Consultant, any subcontractor, anyone directly or indirectly employed by any of them or
anyone for whose acts any of them may be liable, except where caused by the active
negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the
matters against which the Consultant has agreed to indemnify Indemnitors as provided above, the Consultant, upon notice from the City, shall defend Indemnitors at the Consultant’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitors need not have first paid for any of the matters to which Indemnitors are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant’s work.

ARTICLE 9 – AUDIT

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City’s address indicated for receipt of notices in this Agreement.

ARTICLE 10 – BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant’s performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to
audits of public agencies and their expenditures.

**ARTICLE 11 – OWNERSHIP OF DOCUMENTS**

"Documents" as used in this Article means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of various reports, whether existing as electronic files or in hard copy. "Documents" does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant’s staff or between the Consultant and any subconsultant(s). All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desires other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant, or use of the documents for any purpose other than the project, is at the City’s own risk and without liability to the Consultant.

**ARTICLE 12 – INDEPENDENT CONTRACTOR**

The Consultant enters into this Agreement as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against the Consultant by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement. The City shall not have the right to direct and control the manner and means in
which the Consultant carries out the work contemplated by this Agreement. The City shall not train nor provide instruction to the Consultant for the carrying out of the services contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this Agreement. The City has an interest in qualifications of and capability of the Consultant which will fulfill the duties and obligations imposed under this Agreement. In recognition of that interest, the Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of the Consultant’s duties or obligations under this Agreement without the prior written consent of the City. Any attempted unauthorized assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including summary termination of this Agreement. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation, without prior written approval of the City.

ARTICLE 14 – EQUAL EMPLOYMENT

The Consultant agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

ARTICLE 16 – SEVERABILITY

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

ARTICLE 17 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

ARTICLE 19 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 20 – MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this
Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

TRUE NORTH COMPLIANCE SERVICES, INC.

James T. Butts, Jr.,
Mayor

Isam Hasenin,
President

ATTEST:

Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

Kenneth R. Campos,
City Attorney
SCOPE OF SERVICES FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

The Consultant shall provide Plan Check and/or Inspection services under the direction of the Building Safety Division of the City of Inglewood on an as-needed basis. The Consultant may choose to provide both Plan Check and Inspection services, or just one service - either Plan Check or Inspection service. The term of the Agreement with the Consultant shall be three years from the date specified in the City’s Notice to Proceed. At the City’s option the Agreement may be extended two additional years.

Plan Check Services Scope

1. Consultant shall perform all Building Safety code compliance plan reviews including structural, mechanical, plumbing, electrical, energy, CALGreen, grading and accessibility plan review in conformity with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.
2. At the discretion of the City, plan check services may be performed on paper plans or electronically via pdf.
3. Consultant shall review all assigned projects within 14 working days or less upon receipt by the consultant, unless otherwise agreed to with the City.
4. Plan check correction resubmittals shall be completed within 7 working days upon receipt by the consultant, unless otherwise agreed to with the City.
5. Consultant shall collate, stamp and sign a minimum of two (2) sets of approved plans, specifications and calculations but only after a minimum of two (2) sets of plans are approved and stamped/signed by all required entities/agencies as indicated by City Building Safety.
6. Consultant shall deliver the required sets of plans, specifications and calculations to City Building Safety for permit issuance. Handling and delivering all plans shall be paid for and handled by the Consultant. All mailed plans shall be trackable via the mail provider. Typical methods of delivery shall be UPS, FedEx, US Post Office, courier or similar. Electronically approved plans shall be sent via email or uploaded to the City’s electronic file storage system.
7. All plan check work will typically be performed at the consultant’s office(s) unless the City requires plan check to be performed at City Hall.
8. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.
9. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.
10. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Inspection Services Scope

1. Consultant to provide Combination Building Inspector(s) for building inspections during regular working hours for compliance with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.

2. Perform all Inspections in accordance with the City’s adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable codes, laws and regulations.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. There may be occasional off business hour / overtime work as well.

4. Consultant to provide a vehicle for the purpose of conducting all inspections.

5. Possess, at all times, a valid California Driver’s License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

6. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.

7. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

8. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Exhibit "A"

CITY OF INGLEWOOD
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
Building Safety Division

Mandhir Singh
Building Official

Christopher E. Jackson, Sr.
Department Manager

FEE PROPOSAL FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

Plan Check Fees

The Consultant’s fee shall be a percentage of the City’s plan check fee which covers a total of three (3) plan checks. After three (3) plan checks all additional plan checks will be performed at an hourly rate. Most plan checks will be performed based on the City’s plan check fee percentage basis, however, the City may ask the Consultant to provide an hourly rate plan check as well. Consultant percentage and hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

| Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 65 % |
| Expedited Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 100 % |
| Structural Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 45 % |
| Mechanical, Plumbing, Electrical (MEP) Plan Check Fee as a percentage of City’s MEP Plan Check Fee: | 85 % |
| Hourly Rate for Plan Check (all disciplines): | $135 |
| Expedited Hourly Rate for Plan Check (all disciplines): | $185 |
| In-House (at City Hall) Plan Check Engineer hourly rate: | $155 |

Inspection Fees

Consultant to provide an hourly rate. Consultant hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

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<th>INSPECTOR CATEGORY</th>
<th>HOURLY RATE</th>
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<td>CASp Inspector</td>
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</table>
Name of Consultant Firm (Print): True North Compliance Services, Inc.

Service(s) Consultant Providing:
☑ Both Plan Check and Inspection Services  ☐ Plan Check Services only  ☐ Inspection Services only

Person authorized to sign on behalf of Consultant Firm (Print): Isam Hasenin, President

Signature of Authorized Person
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
Risk Strategies Company
2040 Main Street, Suite 450
Irvine, CA 92614

CONTACT
NAME: Risk Strategies Company
PHONE: 949-242-8240
FAX: (949) 242-0400
EMAIL: syoung@risk-strategies.com

INSURED
True North Compliance Services, Inc.
3939 Atlantic Avenue, Suite 224
Long Beach CA 90807

www/risk-strategies.com
CA DOI License No. OF06675

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Citizens Insurance Company of America 31534
INSURER B: The Hangover American Insurance Company 39064
INSURER C: Travelers Casualty and Surety Co of America 31194
INSURER D:
INSURER E:
INSURER F:

COVERAGE

CERTIFICATE NUMBER: 70869749

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.

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<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'L INSURER</th>
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<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXPIR (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS MADE ✓</td>
<td>OB3J114022</td>
<td>8/27/2022</td>
<td>8/27/2023</td>
<td>EACH OCCURRENCE $2,000,000</td>
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<td>✓ OCCUR</td>
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<td>DAMAGE TO RENTED PREMISES (By occurrence) $1,000,000</td>
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<td>MED EXP (Any one person) $5,000</td>
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<td>PERSONAL &amp; ADV INJURY $2,000,000</td>
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<td>GENERAL AGGREGATE $4,000,000</td>
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<td>PRODUCTS - COM/PROP AGG $4,000,000</td>
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<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>Any Auto ✓</td>
<td>OB3J114022</td>
<td>8/27/2022</td>
<td>8/27/2023</td>
<td>COMBINED SINGLE LIMIT $2,000,000</td>
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<td></td>
<td></td>
<td>Owned Autos Only ✓</td>
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<td></td>
<td></td>
<td>BODILY INJURY (Per person) $</td>
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<td></td>
<td></td>
<td>Hired Autos Only ✓</td>
<td></td>
<td></td>
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<td>BODILY INJURY (Per accident) $</td>
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<tr>
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<td></td>
<td>Scheduled Autos Non-Owned Autos Only ✓</td>
<td></td>
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<td>PROPERTY DAMAGE (Per accident) $</td>
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<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td>EXCESS LIAB CLAIMS-MADE ✓</td>
<td>OB3J114022</td>
<td>8/27/2022</td>
<td>8/27/2023</td>
<td>EACH OCCURRENCE $2,000,000</td>
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<td>✓ OCCUR</td>
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<td>AGGREGATE $2,000,000</td>
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<td>B</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>ANY PROPRIETOR/COMPANY/EXECUTIVE OFFICER/EMPLOYEE/EXCLUDED (Mandatory In AK)</td>
<td>N/A</td>
<td>WZ3J114000</td>
<td>8/27/2022</td>
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<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
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<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
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<td>C</td>
<td>Professional Liability</td>
<td>Full Prior Acts</td>
<td>107683951</td>
<td>8/27/2022</td>
<td>8/27/2023</td>
<td>Per Claim $2,000,000</td>
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<td>Aggregate $4,000,000</td>
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</tbody>
</table>

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

Projects as on file with the insured including but not limited to Building Safety Plan Check and Inspection Services. City of Inglewood, its officers, officials, employees and volunteers are named as additional insureds and primary/non-contributory clause applies to the general liability policy and a waiver of subrogation in favor of the additional insureds applies to the general liability and work comp policies see attached endorsements.

CERTIFICATE HOLDER

City of Inglewood
Economic and Community Development Department
Building Safety Division
One Manchester Boulevard, 4th Floor
Inglewood CA 90301

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

RSC Insurance Brokerage

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Architects and Engineers

The following policy language is from Businessowners General Liability Coverage Part

NAMED INSURED: True North Compliance Services, Inc.  
POLICY NUMBER: OB3J114022

The following are mandatory forms on the policy identified on the Certificate of Insurance:

391-1586 (08-16) BUSINESSOWNERS GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT
Additional Insured by Contract, Agreement or Permit

A. Section II - Liability, C - Who is an insured is amended to include as an additional insured any person or organization with whom you agreed in a written contract, written agreement or permit but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions; or the acts or omissions of those acting on your behalf, but only with respect to:

(i) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products - completed operations hazard" only if this Coverage Part provides such coverage;

(ii) Premises you own, rent, lease, or occupy; or

(iii) Your maintenance, operation or use of equipment leased to you.

This provision does not apply:

(1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".

(2) To any person or organization Included as an Insured by an endorsement Issued by us and made part of this Coverage Part.

(3) To any lessor of equipment (a) After the equipment lease expires; or (b) If the "bodily injury", "property damage", "personal injury" or "advertising Injury" arises out of sole negligence of the lessor.

(4) To any: (a) Owners or other Interests from whom land has been leased which takes place after the lease for the land expires; or (b) Managers or lessors of premises if: (i) The occurrence takes place after you cease to be a tenant in that premises; or (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

Other Insurance Primary & Non-Contributory

The following paragraph is added to SECTION III - COMMON POLICY CONDITIONS, H - Other Insurance: Additional Insured – Primary and Non-Contributory. If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under SECTION II - Liability, C. Who is an Insured is primary and non-contributory, the following applies: If other valid and collectible insurance is available to the Additional Insured for a loss covered under SECTION II - LIABILITY of this Coverage Part, our obligations are limited as follows:

(1) Primary Insurance: This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except: (a) For the sole negligence of the Additional Insured; (b) When the Additional Insured is an Additional Insured under another primary liability policy; or (c) When b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary.

(2) Excess Insurance:

(a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder’s Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION II - LIABILITY. B. Exclusions, 1. Applicable to Business Liability Coverage.
(b) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

(c) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(ii) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage part.

(3) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Per Project Aggregate

The following changes are made to SECTION II - LIABILITY:

1. The following is added to SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance, paragraph 4:
   The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is added to SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:
   1. "Your project" means:
      a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
      b. Does not include any "location" listed in the Declarations.
   2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies: a. As if each Named Insured were the only Named Insured; and, b. Separately to each insured against whom claim is made or “suit” is brought.

Waiver Of Subrogation

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization where required by written contract because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization where required by written contract.

Notice Of Cancellation

For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to 90 Days.

AUTHORIZED REPRESENTATIVE

*From Hanover Forms: 391-1445 (08/16); 391-1596 (08/16), 391-1003 (08/16)*

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
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<tbody>
<tr>
<td>APPLIES AS BLANKET WAIVER FOR THOSE HAVING A WRITTEN CONTRACT WITH THE POLICY-HOLDER REQUIRING WOS FOR WC POLICYHOLDER EMPLOYEES.</td>
<td></td>
</tr>
</tbody>
</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/27/2022
Policy No. WZ3-J114000-00
Endorsement No.
Insured True North Compliance Services, Inc.
Insurance Company THE HANOVER AMERICAN INSURANCE COMPANY
Countersigned By

WC 04 03 06 (Ed 04-84)
AGREEMENT NO.: ______

THIS AGREEMENT is made and entered into this ______ day of __________, 2022, by and between the CITY OF INGLEWOOD (the "City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and INTERWEST CONSULTING GROUP, INC., (the "Consultant") a Colorado Corporation with a Corporate number of C2415639 and with its corporate headquarters located at 3755 Precision Drive, Suite 140, Loveland, Colorado 80538 and a local place of business located at 1 Jenner, Suite 160, Irvine, California 92618.

RECITALS

WHEREAS, the City has a limited number of staff who are available to provide building plan check and inspection consulting services throughout the City of Inglewood; and

WHEREAS, the Building Safety Division continues to require additional plan check and inspection services due to increased construction activity; and

WHEREAS, the Building Safety Division selected consulting firms to provide the City with plan check and inspection services; and

WHEREAS, the firms, plus the Consultant, are: The Code Group, Inc., CSG Consultants, Jason Addison Smith Consulting Services, Inc., dba JAS Pacific, WSP USA Environment & Infrastructure, Inc., True North Compliance Services, Inc., J. Lee Engineering, Inc., and California Code Specialties Inc.; and

WHEREAS, the City may, in its sole discretion, engage any one of these firms and/or the Consultant for various building inspection and plan check services (the "Services"); and

WHEREAS, the Consultant understands and agrees that it may or may not get engaged for any Services and may or may not receive any Compensation; and

WHEREAS, the services the City seeks from the Consultant are of a professional nature; and

WHEREAS, the Consultant holds itself out as capable and competent to provide such consulting Services as the City requires and has the necessary qualified staff to perform the Services that the City needs.

///
NOW, THEREFORE, the City and the Consultant (hereinafter individually referred to as the “Party” and collectively referred to as the “Parties”) hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Consultant shall:

1. Perform the City’s Assignment, in a professional, and timely manner and in accordance with Exhibit “A,” “Scope of Services for Building Safety Plan Check and Inspection Services for the Inglewood. Exhibit “A,” is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
   a. Amended Agreements, Change orders, and City Assignments (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A.”

2. Provide in-house Inspection services, and Plan Check services from the firm’s office or City in-house Plan Check Services, if needed, for compliance with the latest applicable State of California Title 24 codes and as per the Inglewood Municipal Code.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. The Consultant shall follow the directions of the City Building Official or his or her designee.

4. Agree that each Task executed hereunder, including any changes to or terminations of such Task, shall be automatically incorporated into this Agreement, and therefore shall be subject to the terms and conditions of this Agreement.

5. Complete all Tasks in a professional manner and in accordance with standard industry practices.

6. Provide a vehicle for the purpose of conducting the Services contemplated by this Agreement.
7. Respond within 48 hours of notice from the City’s Building Official, or as agreed to by the City’s Building Official, with a proposal. This proposal will be open to negotiations as required to develop a mutually agreed upon Task content, schedule and fee. Each Task content shall designate a specific scope of work, schedule, firm-fixed price or not-to-exceed compensation, and other specifications and terms particular to the assignment. Upon agreement and execution by the Parties, the Consultant shall begin performance of the work upon receipt of a Notice to Proceed (“NTP”).

8. Possess, at all times, a valid California Driver’s License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

9. Provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services contemplated by this Agreement.

10. Ensure that all personnel engaged by Consultant to perform the services contemplated by this Agreement shall be properly licensed.

11. Agree to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations.

12. Obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

**ARTICLE 2 – CITY’S DUTIES**

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Consultant to perform the services contemplated by this Agreement.

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ARTICLE 3 – TERM

This Agreement shall terminate three (3) years from its full execution date unless terminated earlier.

ARTICLE 4 – COMPENSATION

1. Consultant is aware and agrees that the maximum amount payable under this Agreement to the Consultant, or any consultant(s), is up to One Million Two Hundred Thousand Dollars ($1,200,000) (hereinafter referred to as the “Pool”) during the Term of this Agreement. Consultant understands and agrees that the Services contemplated by this Agreement are non-exclusive to the Consultant. Consultant understands and agrees that the Compensation Pool amount will be shared by other consultants. Consultant agrees that should it be assigned any Services contemplated by this Agreement, it shall be paid from this Pool. Consultant further understands and agrees that the City makes no promises that the Consultant shall be assigned any Services or earn any Compensation. In no event shall Consultant be paid an amount exceeding the amount listed in this Article.

2. Consultant shall be compensated, if at all, pursuant to the hourly rate listed in Exhibit “A.”

3. The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

4. Fees in Article 4 of this Agreement represent full compensation for the Consultant’s services rendered and include all compensation for any expenses incurred by the Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

5. The Consultant shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Consultant in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant’s invoices.
6. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. description of Services billed under this invoice;
   e. position, title and hours worked;
   f. total amount for invoiced Services;
   g. total amount billed to date;
   h. total amount remaining on the Agreement, and total Agreement amount.

The Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.

ARTICLE 5 – TERMINATION

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.
In the event of such termination, the City shall pay the Consultant an amount which
equitably reflects the proportion of work completed by the Consultant, provided that in no
event shall the compensation paid pursuant to this paragraph exceed the amount which
would have been payable pursuant to Article 4 of this Agreement.

ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective
on the date personally delivered or, if mailed, five (5) days after deposit of the same in the
custody of the United States Postal Service, when properly addressed, posted and deposited
in the United States mail addressed to the respective Parties as follows:

CITY:
Aisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

CONSULTANT:
Paul Meschino,
President
Interwest Consulting Group, Inc.
9320 Chesapeake Drive, Suite 208
San Diego, CA 92123
Email: pmeschino@interwestgrp.com

WITH COPY TO:
Building Official, 4th Floor
One Manchester Boulevard
Inglewood, California 90301

AGENT FOR SERVICE OF PROCESS
C T Corporation System (C0168406)

The Consultant may from time to time designate another address, addressee or Agent
for Service of Process and shall, in such instances, notify the City in writing within ten (10)
calendar days of such designation.

ARTICLE 7 – INSURANCE REQUIREMENTS

The Consultant 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 Consultant, his agents,
representatives, employees, or subcontractors. The cost of such insurance shall be borne by
the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may
be treated by the City as a material breach of Contract.
MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or
equipment furnished in connection with such work or operations. General liability coverage

can be provided in the form of an endorsement to the Consultant’s insurance (at least as
broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG
20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant’s insurance coverage shall be
primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the
City, its officers, officials, employees, and volunteers. Any insurance or self-insurance
maintained by the City, its officers, officials, employees, or volunteers shall be excess of the
Consultant’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled,
except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to the City a waiver of any right to subrogation which any
insurer of said Consultant may acquire against the City by virtue of the payment of any loss
under such insurance. Consultant agrees to obtain any endorsement that may be necessary to
affect this waiver of subrogation, but this provision applies regardless of whether or not the
City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Office of the City
Attorney. The Office of the City Attorney may require the Consultant to purchase coverage
with a lower retention or provide proof of ability to pay losses and related investigations,
claim administration, and defense expenses within the retention. The policy language shall
provide, or be endorsed to provide, that the self-insured retention may be satisfied by either
the named insured or the City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state
with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Office of the City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

///
ARTICLE 8 – INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnities by reason of any of the matters against which the Consultant has agreed to indemnify Indemnities as provided above, the Consultant, upon notice from the City, shall defend Indemnities at the Consultant’s expense, by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnities need not have first paid for any of the matters to which Indemnities are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant’s work.

ARTICLE 9 – AUDIT

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City’s address indicated for receipt of notices in this Agreement.
ARTICLE 10 – BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant’s performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

ARTICLE 11 – OWNERSHIP OF DOCUMENTS

“Documents” as used in this Article means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of various reports, whether existing as electronic files or in hard copy. “Documents” does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant’s staff or between the Consultant and any subconsultant(s). All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desires other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant, or use of the
documents for any purpose other than the project, is at the City’s own risk and without
liability to the Consultant.

ARTICLE 12 – INDEPENDENT CONTRACTOR

The Consultant enters into this Agreement as an independent contractor and not as an
employee of the City. The Consultant shall have no power or authority by this Agreement to
bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent
with this relationship or status. All employees, agents, contractors or subcontractors hired or
retained by the Consultant are employees, agents, contractors or subcontractors of the
Consultant and not of the City. The City shall not be obligated in any way to pay any wage
claims or other claims made against the Consultant by any such employees, agents,
contractors, or subcontractors, or any other person resulting from performance of this
Agreement. The City shall not have the right to direct and control the manner and means in
which the Consultant carries out the work contemplated by this Agreement. The City shall
not train nor provide instruction to the Consultant for the carrying out of the services
contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this
Agreement. The City has an interest in qualifications of and capability of the Consultant
which will fulfill the duties and obligations imposed under this Agreement. In recognition of
that interest, the Consultant shall not assign or transfer this Agreement or any portion of this
Agreement or the performance of any of the Consultant’s duties or obligations under this
Agreement without the prior written consent of the City. Any attempted unauthorized
assignment shall be ineffective, null and void, and shall constitute a material breach of this
Agreement entitling the City to any and all remedies at law or in equity, including summary
termination of this Agreement. The Consultant shall not assign any interest in this Agreement
and shall not transfer any interest in the same whether by assignment or novation, without
prior written approval of the City.

///
ARTICLE 14 – EQUAL EMPLOYMENT
The Consultant agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS
No change, amendment or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

ARTICLE 16 – SEVERABILITY
In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 17 – WAIVER
Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT
This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other
Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

**ARTICLE 19 – GOVERNING LAW; VENUE**

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

**ARTICLE 20 – MISCELLANEOUS**

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

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

///

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///
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

James T. Butts, Jr.,
Mayor

ATTEST:

Aisha L. Thompson,
City Clerk

INTERWEST CONSULTING GROUP,
INC.

Christopher B Giordano
CEO

Chris Giordano,
CEO

APPROVED AS TO FORM:

Kenneth R. Campos,
City Attorney
SCOPE OF SERVICES FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

The Consultant shall provide Plan Check and/or Inspection services under the direction of the Building Safety Division of the City of Inglewood on an as-needed basis. The Consultant may choose to provide both Plan Check and Inspection services, or just one service - either Plan Check or Inspection service. The term of the Agreement with the Consultant shall be three years from the date specified in the City's Notice to Proceed. At the City's option the Agreement may be extended two additional years.

Plan Check Services Scope

1. Consultant shall perform all Building Safety code compliance plan reviews including structural, mechanical, plumbing, electrical, energy, CALGreen, grading and accessibility plan review in conformity with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.
2. At the discretion of the City, plan check services may be performed on paper plans or electronically via pdf.
3. Consultant shall review all assigned projects within 14 working days or less upon receipt by the consultant, unless otherwise agreed to with the City.
4. Plan check correction resubmittals shall be completed within 7 working days upon receipt by the consultant, unless otherwise agreed to with the City.
5. Consultant shall collate, stamp and sign a minimum of two (2) sets of approved plans, specifications and calculations but only after a minimum of two (2) sets of plans are approved and stamped/signed by all required entities/agencies as indicated by City Building Safety.
6. Consultant shall deliver the required sets of plans, specifications and calculations to City Building Safety for permit issuance. Handling and delivering all plans shall be paid for and handled by the Consultant. All mailed plans shall be trackable via the mail provider. Typical methods of delivery shall be UPS, FedEx, US Post Office, courier or similar. Electronically approved plans shall be sent via email or uploaded to the City's electronic file storage system.
7. All plan check work will typically be performed at the consultant's office(s) unless the City requires plan check to be performed at City Hall.
8. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.
9. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.
10. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Inspection Services Scope

1. Consultant to provide Combination Building Inspector(s) for building inspections during regular working hours for compliance with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.

2. Perform all inspections in accordance with the City’s adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable codes, laws and regulations.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. There may be occasional off business hour / overtime work as well.

4. Consultant to provide a vehicle for the purpose of conducting all inspections.

5. Possess, at all times, a valid California Driver’s License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

6. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.

7. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

8. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
FEE PROPOSAL FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

Plan Check Fees

The Consultant’s fee shall be a percentage of the City’s plan check fee which covers a total of three (3) plan checks. After three (3) plan checks all additional plan checks will be performed at an hourly rate. Most plan checks will be performed based on the City’s plan check fee percentage basis, however, the City may ask the Consultant to provide an hourly rate plan check as well. Consultant percentage and hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

| Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 77% |
| Expedited Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 115% |
| Structural Plan Check Fee as a percentage of City’s Building Plan Check Fee: | 55% |
| Mechanical, Plumbing, Electrical (MEP) Plan Check Fee as a percentage of City’s MEP Plan Check Fee: | 70% |
| Hourly Rate for Plan Check (all disciplines): $110 |
| Expedited Hourly Rate for Plan Check (all disciplines): $165 |
| In-House (at City Hall) Plan Check Engineer hourly rate: $165 |

Inspection Fees

Consultant to provide an hourly rate. Consultant hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

<table>
<thead>
<tr>
<th>INSPECTOR CATEGORY</th>
<th>HOURLY RATE</th>
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<tbody>
<tr>
<td>Lead Combination Building Inspector</td>
<td>$120</td>
</tr>
<tr>
<td>Senior Combination Building Inspector</td>
<td>$110</td>
</tr>
<tr>
<td>Combination Building Inspector</td>
<td>$105</td>
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<td>Plumbing Inspector</td>
<td>$85</td>
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<tr>
<td>Mechanical Inspector</td>
<td>$95</td>
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<tr>
<td>Electrical Inspector</td>
<td>$105</td>
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<tr>
<td>CASp Inspector</td>
<td>$120</td>
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</table>
CITY OF INGLEWOOD
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
Building Safety Division

Name of Consultant Firm (Print): INTERWEST CONSULTING GROUP, INC

Service(s) Consultant Providing:
☑ Both Plan Check and Inspection Services  ☐ Plan Check Services only  ☐ Inspection Services only

Person authorized to sign on behalf of Consultant Firm (Print): Paul Meschino, President

Signature of Authorized Person
CERTIFICATE OF LIABILITY INSURANCE

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
RBN Insurance Services
303 E Wacker Dr Ste 650
Chicago IL 60601

CONTACT NAME: Symone White
PHONE: 312-856-9409
FAX: 312-856-9425
EMAIL: swhite@rbninsurance.com

INSURED
Interwest Consulting Group
444 N. Cleveland Ave.
Loveland CO 80537

COVERAGES

CERFICATION NUMBER: 203157935
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.

<table>
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<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDED W/ INSURANCE</th>
<th>POLICY NUMBER</th>
<th>EXPIRY DATE/EXP.</th>
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<td>CLAIMS-MADE</td>
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<td>DAMAGE TO RENTED EQUIPMENT: $1,000,000</td>
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<td>MED EXP (Any one person): $10,000</td>
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<td>PERSONAL &amp; ADV INJURY: $1,000,000</td>
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<td>GENERAL AGGREGATE: $2,000,000</td>
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<td>OTHER: $1</td>
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<td>B AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
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<td>10/3/2022-10/3/2023</td>
<td>COMBINED SINGLE LIMIT (Per occurrence): $1,000,000</td>
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<td>BODILY INJURY (Per person): $</td>
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<td>BODILY INJURY (Per accident): $</td>
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<td>PROPERTY DAMAGE (Per accident): $</td>
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<td>Y/N</td>
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<td>AGGREGATE: $10,000,000</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191), ADDENDUM, REMARKS SCHEDULES or RULES may be attached if more space is required.

The City of Inglewood, its officials, employees, and agents are Additional Insured on a primary and non-contributory basis with respect to General Liability and Auto Liability as required by written contract. 30 days’ notice of cancellation applies.

CERTIFICATE HOLDER
City of Inglewood
One Manchester Boulevard
Inglewood CA 90301

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2015/03)
The ACORD name and logo are registered marks of ACORD.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED
   A. Subsidiaries and Newly Acquired or Formed Organizations
      The Named Insured shown in the Declarations is amended to include:
      (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
      (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
         (a) That is a partnership or joint venture,
         (b) That is an "insured" under any other policy,
         (c) That has exhausted its Limit of Insurance under any other policy, or
         (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
      Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.
   B. Employees as Insureds
      Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:
      d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
      C. Lessors as Insureds
      Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
      e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
         (1) The agreement requires you to provide direct primary insurance for the lessor and
         (2) The "auto" is leased without a driver.
      Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
   D. Additional Insured if Required by Contract
      (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
      f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."
The insurance afforded to any such additional insured applies only if the “bodily injury” or “property damage” occurs:

(1) During the policy period, and
(2) Subsequent to the execution of such written contract, and
(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or
(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured’s own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured’s own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:
If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION
EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE
Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE
Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES
Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS
If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY
Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION
TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:
We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE
The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:
"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION
Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:
If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE
In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:
a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto’s actual cash value or replacement cost, whichever is less,
b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss;"
c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,
a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE
In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:
In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGE

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:
(1) Professional health care services such as:
   (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
   (b) Any health or therapeutic service, treatment, advice or instruction; or
   (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:
   (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
   (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:
(a) Employment by the insured; or
(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are necessary to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are necessary to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants";

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f,(2) or f,(3) of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stuntng activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,
enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.
However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You

Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or
settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity, or

(2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the
insured hosts, owns, or over which the insured exercises control.

1. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

1. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.
This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard";

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person’s or organization’s confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement
   a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
      (1) On premises you own or rent;
      (2) On ways next to premises you own or rent; or
      (3) Because of your operations; provided that:
      (1) The accident takes place in the "coverage territory" and during the policy period;
      (2) The expenses are incurred and reported to us within three years of the date of the accident; and
      (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

   b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
      (1) First aid administered at the time of an accident;
      (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
      (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions
   We will not pay expenses for "bodily injury":
   a. Any Insured
      To any insured, except "volunteer workers".
   b. Hired Person
      To a person hired to do work for or on behalf of any insured or a tenant of any insured.
   c. Injury On Normally Occupied Premises
      To a person injured on that part of premises you own or rent that the person normally occupies.
   d. Workers Compensation And Similar Laws
      To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
   e. Athletics Activities
      To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
f. Products-Completed Operations Hazard
   Included within the "products-completed operations hazard".

g. Coverage A Exclusions
   Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGE A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance. These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:
   a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
   b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.
SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
   a. Employees And Volunteer Workers
      Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
      However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.
      If you are not in the business of providing professional health care services:
         (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
         (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
      
      (2) "Property damage" to property:
         (a) Owned, occupied or used by,
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. Real Estate Manager
      Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
   c. Temporary Custodians Of Your Property
      Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   d. Legal Representative If You Die
      Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
   e. Unnamed Subsidiary
      Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.
The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization
Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft
With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit
The following person(s) or organization(s) are additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement:

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors
Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(i) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you. With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;
(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.
In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit
Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds
If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or
b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense
You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;
(2) The names and addresses of any injured persons and witnesses; and
(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim
If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and
(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured
You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
(2) Authorize us to obtain records and other information;
(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost
No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance
If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;
(2) Any partner, if you or the additional insured is a partnership;
(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.
Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing
If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit
a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations
   a. When You Accept This Policy
      By accepting this policy, you agree:
      (1) The statements in the Declarations are accurate and complete;
      (2) Those statements are based upon representations you made to us; and
      (3) We have issued this policy in reliance upon your representations.
   
   b. Unintentional Failure To Disclose Hazards
      If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds
   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
   a. As if each Named Insured were the only Named Insured; and
   b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us
   a. Transfer Of Rights Of Recovery
      If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
   
   b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)
      If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew
   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the
nonrenewal not less than 30 days before the expiration date.
If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   a. (1) Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper; or
   b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:
   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in a. above;
      (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:
   a. Refusal to employ that person;
   b. Termination of that person’s employment; or
   c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to
Premises Rented To You Limit described in Section III - Limits of Insurance;

b. A sidetrack agreement;
c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
e. An elevator maintenance agreement;
f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
b. While it is in or on an aircraft, watercraft or "auto";
c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
b. Vehicles maintained for use solely on or next to premises you own or rent;
c. Vehicles that travel on crawler treads;
d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
   (1) Power cranes, shovels, loaders, diggers or drills; or
   (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
   (2) Cherry pickers and similar devices used to raise or lower workers;
f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:
   (a) Snow removal;
   (b) Road maintenance, but not construction or resurfacing; or
   (c) Street cleaning;
(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-
ROMS, tapes, drives, calls, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.
ATTACHMENT NO. 8
AGREEMENT NO.: _____

THIS AGREEMENT is made and entered into this ______ day of ________, 2022, by and between the CITY OF INGLEWOOD (the "City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and JASON ADDISON SMITH CONSULTING SERVICES INC. dba JAS PACIFIC, (the "Consultant") a California Corporation with a Corporate number of C1858712 and with its corporate headquarters located at 201 North Euclid Avenue, Suite A, Upland, California 91786.

RECITALS

WHEREAS, the City has a limited number of staff who are available to provide building plan check and inspection consulting services throughout the City of Inglewood; and

WHEREAS, the Building Safety Division continues to require additional plan check and inspection services due to increased construction activity; and

WHEREAS, the Building Safety Division selected consulting firms to provide the City with plan check and inspection services; and

WHEREAS, the firms, plus the Consultant, are: The Code Group, Inc., CSG Consultants, Interwest Consulting Group, Inc., WSP USA Environment & Infrastructure, Inc., True North Compliance Services, Inc., J. Lee Engineering, Inc., and California Code Specialties Inc.; and

WHEREAS, the City may, in its sole discretion, engage any one of these firms and/or the Consultant for various building inspection and plan check services (the "Services"); and

WHEREAS, the Consultant understands and agrees that it may or may not get engaged for any Services and may or may not receive any Compensation; and

WHEREAS, the services the City seeks from the Consultant are of a professional nature; and

WHEREAS, the Consultant holds itself out as capable and competent to provide such consulting Services as the City requires and has the necessary qualified staff to perform the Services that the City needs.

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NOW, THEREFORE, the City and the Consultant (hereinafter individually referred to as the “Party” and collectively referred to as the “Parties”) hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Consultant shall:

1. Perform the City’s Assignment, in a professional, and timely manner and in accordance with Exhibit “A,” “Scope of Services for Building Safety Plan Check and Inspection Services for the Inglewood. Exhibit “A,” is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
   a. Amended Agreements, Change orders, and City Assignments (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A.”

2. Provide in-house Inspection services, and Plan Check services from the firm’s office or City in-house Plan Check Services, if needed, for compliance with the latest applicable State of California Title 24 codes and as per the Inglewood Municipal Code.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. The Consultant shall follow the directions of the City Building Official or his or her designee.

4. Agree that each Task executed hereunder, including any changes to or terminations of such Task, shall be automatically incorporated into this Agreement, and therefore shall be subject to the terms and conditions of this Agreement.

5. Complete all Tasks in a professional manner and in accordance with standard industry practices.

6. Provide a vehicle for the purpose of conducting the Services contemplated by this Agreement.

7. Respond within 48 hours of notice from the City’s Building Official, or as agreed to by the City’s Building Official, with a proposal. This proposal will be open to negotiations
as required to develop a mutually agreed upon Task content, schedule and fee. Each
Task content shall designate a specific scope of work, schedule, firm-fixed price or not-
to-exceed compensation, and other specifications and terms particular to the
assignment. Upon agreement and execution by the Parties, the Consultant shall begin
performance of the work upon receipt of a Notice to Proceed ("NTP").

8. Possess, at all times, a valid California Driver’s License, and shall immediately notify the
Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or
permanent restriction, suspension, revocation or termination of said license.

9. Provide all labor, transportation, materials, tools, machinery, equipment, and other
items and services necessary to properly perform the services contemplated by this
Agreement.

10. Ensure that all personnel engaged by Consultant to perform the services contemplated
by this Agreement shall be properly licensed.

11. Agree to comply with and be bound by all applicable federal, state, county and local
laws, rules and regulations.

12. Obtain, at its own expense, all necessary licenses and permits, including but not limited
to those required by the City of Inglewood, to perform the services contemplated by
this Agreement.

ARTICLE 2 – CITY’S DUTIES

The City hereby promises to provide all access, data, records, and documents
reasonably within its possession or control as are necessary for the Consultant to perform the
services contemplated by this Agreement.

ARTICLE 3 – TERM

This Agreement shall terminate three (3) years from its full execution date unless
terminated earlier.

ARTICLE 4 – COMPENSATION

1. Consultant is aware and agrees that the maximum amount payable under this
Agreement to the Consultant, or any consultant(s), is up to One Million Two Hundred
Thousand Dollars ($1,200,000) (hereinafter referred to as the "Pool") during the Term of this Agreement. Consultant understands and agrees that the Services contemplated by this Agreement are non-exclusive to the Consultant. Consultant understands and agrees that the Compensation Pool amount will be shared by other consultants. Consultant agrees that should it be assigned any Services contemplated by this Agreement, it shall be paid from this Pool. Consultant further understands and agrees that the City makes no promises that the Consultant shall be assigned any Services or earn any Compensation. In no event shall Consultant be paid an amount exceeding the amount listed in this Article.

2. Consultant shall be compensated, if at all, pursuant to the hourly rate listed in Exhibit "A."

3. The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

4. Fees in Article 4 of this Agreement represent full compensation for the Consultant's services rendered and include all compensation for any expenses incurred by the Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

5. The Consultant shall invoice the City within ten (10) working days after the termination of this Agreement. The City shall pay the Consultant in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant's invoices.

6. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. description of Services billed under this invoice;
   e. position, title and hours worked;
f. total amount for invoiced Services;
g. total amount billed to date;
h. total amount remaining on the Agreement, and total Agreement amount.

The Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.

**ARTICLE 5 – TERMINATION**

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.

In the event of such termination, the City shall pay the Consultant an amount which equitably reflects the proportion of work completed by the Consultant, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article 4 of this Agreement.

**ARTICLE 6 – NOTICES**

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the
custody of the United States Postal Service, when properly addressed, posted and deposited in
the United States mail addressed to the respective Parties as follows:

CITY:
Aisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

CONSULTANT:
Rajes Patel,
President
Jason Addison Smith Consulting
Services, Inc., dba JAS Pacific
201 North Euclid Avenue, Suite A
Upland, California 91786

WITH COPY TO:
Building Official, 4th Floor
One Manchester Boulevard
Inglewood, California 90301

AGENT FOR SERVICE OF PROCESS
Thomas J Skane
2603 Main Street, Suite 1050
Irvine, California 92614

WITH COPY TO:
Rajes Patel
P.O. Box 2002
Upland, California 91730

The Consultant may from time to time designate another address, addressee or Agent
for Service of Process and shall, in such instances, notify the City in writing within ten (10)
calendar days of such designation.

ARTICLE 7 – INSURANCE REQUIREMENTS

The Consultant 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 Consultant, his agents,
representatives, employees, or subcontractors. The cost of such insurance shall be borne by
the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may
be treated by the City as a material breach of Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01
covering CGL on an “occurrence” basis, including products and completed operations, property
damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per
occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

   If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
Primary Coverage

For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Office of the City Attorney. The Office of the City Attorney may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or
the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage**

Consultant shall furnish the Office of the City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**ARTICLE 8 – INDEMNIFICATION**

The Consultant shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the
Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which the Consultant has agreed to indemnify Indemnitees as provided above, the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant’s work.

ARTICLE 9 – AUDIT

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City’s address indicated for receipt of notices in this Agreement.

ARTICLE 10 – BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant’s performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such
documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

**ARTICLE 11 – OWNERSHIP OF DOCUMENTS**

"Documents" as used in this Article means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of various reports, whether existing as electronic files or in hard copy. "Documents" does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant’s staff or between the Consultant and any subconsultant(s). All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desires other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant, or use of the documents for any purpose other than the project, is at the City’s own risk and without liability to the Consultant.

**ARTICLE 12 – INDEPENDENT CONTRACTOR**

The Consultant enters into this Agreement as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the
Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against the Consultant by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement. The City shall not have the right to direct and control the manner and means in which the Consultant carries out the work contemplated by this Agreement. The City shall not train nor provide instruction to the Consultant for the carrying out of the services contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this Agreement. The City has an interest in qualifications of and capability of the Consultant which will fulfill the duties and obligations imposed under this Agreement. In recognition of that interest, the Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of the Consultant’s duties or obligations under this Agreement without the prior written consent of the City. Any attempted unauthorized assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including summary termination of this Agreement. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation, without prior written approval of the City.

ARTICLE 14 – EQUAL EMPLOYMENT

The Consultant agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

///
ARTICLE 16 – SEVERABILITY

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

ARTICLE 17 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 – ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

ARTICLE 19 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United
States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 20 – MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

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

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date
and year first above written.

CITY OF INGLEWOOD

__________________________
James T. Butts, Jr.,
Mayor

ATTEST:

__________________________
Aisha L. Thompson,
City Clerk

JASON ADDISON SMITH
CONSULTING SERVICES, INC., dba

JAS PACIFIC

Rajes Patel,
President

APPROVED AS TO FORM:

__________________________
Kenneth R. Campos,
City Attorney
SCOPE OF SERVICES FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

The Consultant shall provide Plan Check and/or Inspection services under the direction of the Building Safety Division of the City of Inglewood on an as-needed basis. The Consultant may choose to provide both Plan Check and Inspection services, or just one service - either Plan Check or Inspection service. The term of the Agreement with the Consultant shall be three years from the date specified in the City’s Notice to Proceed. At the City’s option the Agreement may be extended two additional years.

Plan Check Services Scope

1. Consultant shall perform all Building Safety code compliance plan reviews including structural, mechanical, plumbing, electrical, energy, CALGreen, grading and accessibility plan review in conformity with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.

2. At the discretion of the City, plan check services may be performed on paper plans or electronically via pdf.

3. Consultant shall review all assigned projects within 14 working days or less upon receipt by the consultant, unless otherwise agreed to with the City.

4. Plan check correction resubmittals shall be completed within 7 working days upon receipt by the consultant, unless otherwise agreed to with the City.

5. Consultant shall collate, stamp and sign a minimum of two (2) sets of approved plans, specifications and calculations but only after a minimum of two (2) sets of plans are approved and stamped/signed by all required entities/agencies as indicated by City Building Safety.

6. Consultant shall deliver the required sets of plans, specifications and calculations to City Building Safety for permit issuance. Handling and delivering all plans shall be paid for and handled by the Consultant. All mailed plans shall be trackable via the mail provider. Typical methods of delivery shall be UPS, FedEx, US Post Office, courier or similar. Electronically approved plans shall be sent via email or uploaded to the City’s electronic file storage system.

7. All plan check work will typically be performed at the consultant’s office(s) unless the City requires plan check to be performed at City Hall.

8. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.

9. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

10. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
Inspection Services Scope

1. Consultant to provide Combination Building inspector(s) for building inspections during regular working hours for compliance with all applicable California Title 24 codes, other applicable California, federal, county laws, rules and regulations, and the City of Inglewood Municipal Code.

2. Perform all inspections in accordance with the City's adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable codes, laws and regulations.

3. Work on an as needed basis. The City’s work week is Monday through Friday, from 7:00 a.m. to 5:00 p.m., with every other Friday off. There may be occasional off business hour / overtime work as well.

4. Consultant to provide a vehicle for the purpose of conducting all inspections.

5. Possess, at all times, a valid California Driver’s License, and shall immediately notify the Building Safety Official and the Inglewood City Attorney’s Office upon the temporary or permanent restriction, suspension, revocation or termination of said license.

6. All personnel engaged by the Consultant to perform the services shall be properly qualified, licensed or certified as required by law and City regulations.

7. Consultant shall provide all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

8. Consultant agrees to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations. Consultant to obtain at its own expense, all necessary licenses and permits, any required ongoing training, including but not limited to those required by the City of Inglewood, to perform the services.
FEE PROPOSAL FOR BUILDING SAFETY PLAN CHECK AND INSPECTION SERVICES

Plan Check Fees

The Consultant’s fee shall be a percentage of the City’s plan check fee which covers a total of three (3) plan checks. After three (3) plan checks all additional plan checks will be performed at an hourly rate. Most plan checks will be performed based on the City’s plan check fee percentage basis, however, the City may ask the Consultant to provide an hourly rate plan check as well. Consultant percentage and hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

<table>
<thead>
<tr>
<th>Plan Check Fee as a percentage of City’s Building Plan Check Fee:</th>
<th>65 %*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expedited Plan Check Fee as a percentage of City’s Building Plan Check Fee:</td>
<td>97.5 %*</td>
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<tr>
<td>Structural Plan Check Fee as a percentage of City’s Building Plan Check Fee:</td>
<td>40 %*</td>
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<tr>
<td>Mechanical, Plumbing, Electrical (MEP) Plan Check Fee as a percentage of City’s MEP Plan Check Fee:</td>
<td>25 %*</td>
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<td>Hourly Rate for Plan Check (all disciplines):</td>
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<tr>
<td>Expedited Hourly Rate for Plan Check (all disciplines):</td>
<td>$172.50</td>
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<td>In-House (at City Hall) Plan Check Engineer hourly rate:</td>
<td>$145.00</td>
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*All percentage based projects to have a minimum billable fee of $250.00

Inspection Fees

Consultant to provide an hourly rate. Consultant hourly rates shall be all-inclusive to include all labor, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services.

<table>
<thead>
<tr>
<th>INSPECTOR CATEGORY</th>
<th>HOURLY RATE</th>
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<tbody>
<tr>
<td>Lead Combination Building Inspector</td>
<td>$110.00</td>
</tr>
<tr>
<td>Senior Combination Building Inspector</td>
<td>$105.00</td>
</tr>
<tr>
<td>Combination Building Inspector</td>
<td>$90.00 - 105.00</td>
</tr>
<tr>
<td>Plumbing Inspector</td>
<td>$90.00 - 105.00</td>
</tr>
<tr>
<td>Mechanical Inspector</td>
<td>$90.00 - 105.00</td>
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<tr>
<td>Electrical Inspector</td>
<td>$90.00 - 105.00</td>
</tr>
<tr>
<td>CASp Inspector</td>
<td>$125.00</td>
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</tbody>
</table>
Name of Consultant Firm (Print):
JAS Pacific

Service(s) Consultant Providing:
☑ Both Plan Check and Inspection Services   □ Plan Check Services only   □ Inspection Services only

Person authorized to sign on behalf of Consultant Firm (Print):
Rajes Patel | President

Signature of Authorized Person
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
Cornerstones Specialty Insurance Services, Inc.
14325 Culver Drive, A299
Irving
CA 92654

INSURER:
JASON ADDISON SMITH CONSULTING SERVICES, INC.,
DBA: JAS PACIFIC
P.O. Box 2002
Upland
CA 91786

CONTACT NAME
Tina Conway
PHONE: (714) 731-7700
FAX: (714) 731-7750
EMAIL: tina@cornerstonespecialty.com

INSDER(S) AFFORDING COVERAGE

INSURER A: Travelers Indemnity Co of Conn
25682
INSURER B: Travelers Property Casualty Co
25674
INSURER C: Travelers Casualty & Surety Co. of America
31194

COVERAGE
CERTIFICATE NUMBER: 2232 COV
REVISON 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.

<table>
<thead>
<tr>
<th>LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>STATUS</th>
<th>SUBRO</th>
<th>WVR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>ADDITIONAL INSURED</td>
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<tr>
<td>B</td>
<td>SELECTED EXCESS LIABILITY</td>
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<td></td>
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<td>C</td>
<td>WORKERS' COMPENSATION AND EMPLOYEES' LIABILITY</td>
<td>PER OCCUR</td>
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<td>08/08/2022</td>
<td>08/08/2023</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Jeffery

A. Lewis

07/30/22

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

The City, its officers, officials, employees and volunteers are Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions, 30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER

City of Inglewood
One Manchester Blvd.
4th Floor
Inglewood
CA 90301

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

Tina Conway

© 1985-2015 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed; after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;
b. While that part of the written contract is in effect; and
c. Before the end of the policy period.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS
F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE - GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT
I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT
J. PERSONAL PROPERTY
K. AIRBAGS
L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
M. BLANKET WAIVER OF SUBROGATION
N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV - BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your
permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED
The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS
1. The following replaces Paragraph A.2.a.(2), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS
The following replaces Subparagraph (5) in Paragraph 8.7., Policy Period, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.
You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(c) it is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D, Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is $50 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4, Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a, does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by
such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, or Fraud, of SECTION IV - BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:
   
   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph 8.5., other Insurance of SECTION IV - BUSINESS AUTO CONDITIONS:

   Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation pre-

mium.

Schedule

Person or Organization
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Job Description
ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  8/8/22
Insured Jason Addison Smith Consulting Services Inc.
Policy No. UB-8K37343A
Endorsement No. Premium

Insurance Company
Countersigned by ________________

DATE OF ISSUE:  08-01-22 ST ASSIGN:
ATTACHMENT NO. 9
RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF INGLEWOOD, CALIFORNIA,
AUTHORIZING THE TERMINATION OF
AGREEMENT NO. 21-141 WITH J. LEE
ENGINEERING, CALIFORNIA CODE SPECIALTIES
INC., AND VCA CODE AND AGREEMENT NO. 21-
148 WITH J. LEE ENGINEERING, CSG
CONSULTANTS AND INTERWEST CONSULTING
GROUP.

WHEREAS, on April 13, 2021, the City entered into Agreement No. 21-141 with J. Lee Engineering, California Code Specialties Inc., and VCA Code for Building Inspection Services; and

WHEREAS on April 27, 2021, the City entered into Agreement No. 21-148 with J. Lee Engineering, CSG Consultants and Interwest Consulting Group for Building Plan Check Services; and

WHEREAS, J. Lee Engineering, CSG Consultants, Interwest Consulting Group, California Code Specialties Inc., and VCA Code (the “Consultants”) amended their Agreements on multiple occasions; and

WHEREAS, the City now wants to combine both Building Plan Check and Building Inspection Services into one agreement which agreement will provide for more choices and a larger pool to select from; and

WHEREAS, staff will bring an action requesting that the City Council approve agreements that will combine Building Plan Check and Building Inspection Services; and

WHEREAS, should the City Council approve the combined contracts, there will be no need to maintain Agreements No. 21-141 and No. 21-148 because these Services will be provided by the proposed new agreements; and

WHEREAS, staff is requesting the immediate termination of Agreements No. 21-141
and No. 21-148; and

WHEREAS, this resolution shall serve as City’s written notice of termination of Agreements No. 21-141 and No. 21-148 pursuant to Article 5 of both Agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inglewood, California as follows:

SECTION 1.

1. The City Council terminates Agreements No.: 21-141 and No. 21-148 pursuant to Article 5 of each Agreement and which effective date will correspond with the adoption of this Resolution.

2. The City has, or will have, other consultants in place to provide the City with the services once provided by the Consultants under these Agreements.

3. Therefore, the termination of Agreements No. 21-141 and No. 21-148 will not result in a lapse of Service.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the adoption of this resolution and the same shall be in full force and effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Inglewood, California, this ______ day of ______ 2022.

_________________________________
James T. Butts, Jr.,
Mayor

ATTEST:

_________________________________
Aisha L. Thompson,
City Clerk
DATE: January 24, 2023

TO: Mayor and Council Members

FROM: Information, Technology and Communications (ITC) Department

SUBJECT: Payment of Outstanding Invoices Submitted by Velosimo

RECOMMENDATION:
It is recommended that the Mayor and Council Members authorize payment of outstanding invoices submitted by Velosimo for contracting work, in the total amount of $8,370. (ITC Fund)

BACKGROUND:
In Fiscal Year 2021-2022, the ITC Department established an agreement with Velosimo to provide enhancements to Accela. The enhancements included the development and implementation of a platform that allows bilateral communication between two City systems, Accela and Tyler Cashiering. The interfacing provided the means of streamlining the efficiency of processing permit payments.

DISCUSSION:
Currently, Accela does not have a pre-built integration with Tyler Cashiering and its Professional Services or Product Team is not equipped, at this time, to build this technology. Velosimo, an Accela partner, is the only partner that has built a cloud-based integration platform between Accela and Tyler Cashiering. Based on the requirements of this unique interface for the City of Inglewood, Velosimo is the only provider that can build an interface to connect Accela to Tyler, so these two separate software systems can communicate in the City’s network.

There was a short form agreement in place for the work to be completed; however, additional customization was needed to complete the build and implementation of the interface between Accela and Tyler Cashiering, thus resulting in two outstanding invoices totaling $8,370.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Sufficient funding is available in the Fiscal Year 2022-2023 Budget under Account Code No. 125.024.2440.44824.00 (ITC Fund-ITC-System Analysis & Implementation-Contract Services-ITC).

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Invoices
Mayor and Council Members
Payment of Outstanding Invoices Submitted by Velosimo
January 24, 2023

PREPARED BY:
Matthew Chambers, ITC Director

COUNCIL PRESENTER:
Francine Jackson, Systems Analyst II
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL: Matthew Chambers, ITC Director

CITY MANAGER APPROVAL: Artie Fields, City Manager
ATTACHMENT NO. 1
**Velosimo, Inc**
PO BOX 8379
PASADENA, CA 91109-8379 US
+1 8018793789
receivables@velosimo.com

**INVOICE**

**BILL TO**
City of Inglewood
One Manchester Blvd.
Inglewood, CA 90301

**INVOICE # 1170**
**DATE** 12/01/2021
**DUE DATE** 12/31/2021
**TERMS** Net 30

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**BALANCE DUE**

$6,255.00

Payment instructions via ACH:

Comerica Bank
Routing number: 121137522
Account number: 1895569117
**Velosimo, Inc**  
**PO BOX 8379**  
**PASADENA, CA 91109-8379 US**  
**+1 8018793789**  
**receivables@velosimo.com**

**INVOICE**

**BILL TO**  
City of Inglewood  
One Manchester Blvd.  
Inglewood, CA 90301

---

**INVOICE # 1219**  
**DATE 05/05/2022**  
**DUE DATE 06/04/2022**  
**TERMS Net 30**

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**BALANCE DUE**  
$2,115.00

---

Payment instructions via ACH:

Comerica Bank  
Routing number: 121137522  
Account number: 1895569117
DATE: January 24, 2023

TO: Mayor and Council Members

FROM: Police Department

SUBJECT: Agreements with Hollywood Park Retail/Commercial Investors, LLC

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Approve a Retail Center Lease with Hollywood Park Retail/Commercial Investors, LLC (HPRCI) in an annual amount of $1, for use of space within SoFi Stadium (General Fund);

2. Authorize the Chief of Police (or designee) to approve similar agreements related to the Police Department’s operations at the Retail Center, subject to prior review and approval by the City Attorney;

3. Approve a Reimbursement Agreement with HPRCI in the total amount of $226,216.98 (includes a twenty percent (20%) contingency, in the amount of $37,702.83, for any Additional Amount as notified by HPRCI) to construct conduits to provide internet service to the aforementioned space within SoFi Stadium (General Fund);

4. Authorize the Chief of Police (or designee) to approve notifications of any Additional Amount related to the Reimbursement Agreement, so long as the amount does not exceed the twenty percent (20%) contingency of $37,702.83, subject to review and approval by the City Attorney; and

5. Adopt a resolution amending the Fiscal Year 2022 – 2023 Budget to transfer funds in the amount of $226,216.98. (General Fund)

BACKGROUND:
The Hollywood Park Retail/Commercial Investors, LLC (HPRCI) is constructing a retail center with a mixture of buildings, all of which are located in the area commonly known as Hollywood Park, in Inglewood. Currently, HPRCI is building a police substation in the retail center for lease and use by the Inglewood Police Department (Department). Police services will be provided at the location.
The police substation will increase police visibility in the retail center of Hollywood Park. In addition, this will be another location for police officers to complete reports, conduct investigations, and carry out various police business. This location will also allow the public to come and file police reports, ask general questions, and request information for public resources. Lastly, this substation will house the Department’s Special Events Unit for convenience of handling all special event planning for the City, SoFi Stadium, KIA Forum, and the future Intuit Dome.

DISCUSSION:
Upon approval of the Retail Center/Police Substation Lease, the Department will have access to the police substation located on the ground floor of the retail center. The Facility Services Division of the City’s Finance Department will be responsible for janitorial and trash services to maintain the substation in good operating condition, and the City’s Public Works Department will make all necessary repairs (including all improvements, alterations, fixtures, equipment, interior window coverings, furnishing, and replacements) and generally maintain a safe and clean condition of the substation.

This lease will be in effect for no more than fifty (50) years without further written agreement between HPRCI and the City of Inglewood or upon early termination.

Furthermore, the Department requests that the City Council approve ongoing authorization for the Chief of Police (or designee) to sign similar agreements related to the Department’s operations at the retail center, subject to prior review and approval by the City Attorney.

Upon approval of the attached Reimbursement Agreement, HPRCI will contract with Community Technology Services (CTS) on behalf of the City to install fiber optic cable in certain conduits in the public and private roadway networks within and adjacent to the retail center, which may be used to provide internet service to the police substation. This will allow the Department to have direct internet access from the police substation to the Department’s command center.

This agreement will terminate upon completion of work performed by CTS, currently, estimated to be June 30, 2023.

The Department requests that the City Council also authorize the Chief of Police (or designee) to approve notifications of any Additional Amount related to the Reimbursement Agreement, so long as the amount does not exceed the twenty percent (20%) contingency of $37,7022.83, subject to review and approval by the City Attorney.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Upon approval of the Retail Center Lease, sufficient funding in the amount of $1 will be available under Account Code No. 001.045.4511.44845.00 (General Fund – Police – Homeland Security – Contract Services – Police). This payment will be made annually, paid in advance on the first day of each calendar year.
Upon adoption of the attached resolution amending the Fiscal Year 2022 – 2023 Budget, funds in the amount of $226,216.98 will be transferred from Account Code No. 001.045.4550.11001.01 (General Fund – Police – Patrol Bureau – Base Salary & Other Pay) to Account Code No. 001.045.4511.44845.00 (General Fund – Police – Homeland Security – Contract Services - Police) for the Reimbursement Agreement. A twenty percent (20%) contingency in the amount of $37,702.83 was added to the combined amount listed on the price quotes of $188,514.15 and will be encumbered on an as-needed basis. The contingency has been added in anticipation of any additional equipment and services not covered on the price quotes labeled as an “Additional Amount” in the agreement.

Upon fifteen (15) days of the effective date of the agreement, the City shall make the deposit, in the amount of $188,514.15, to HPRCL.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Retail Center Lease
Attachment No. 2 – Reimbursement Agreement
Attachment No. 3 – Resolution and Exhibit A

PREPARED BY:
Anna Ma, Administrative Analyst

COUNCIL PRESENTER:
Mark Fronterotta, Chief of Police
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL: [Signature]
Mark Fronterotta, Chief of Police

CITY MANAGER APPROVAL: [Signature]
Artie Fields, City Manager
ATTACHMENT NO. 1
RETAIL CENTER LEASE

HOLLYWOOD PARK RETAIL CENTER

HOLLYWOOD PARK RETAIL/COMMERCIAL INVESTORS, LLC,
a Delaware limited liability company,
as Landlord,

and

City of Inglewood

as Tenant.
HOLLYWOOD PARK RETAIL CENTER
POLICE SUBSTATION LEASE

This Lease (this "Lease") is dated as of the Effective Date and is by and between HOLLYWOOD PARK RETAIL/COMMERCIAL INVESTORS, LLC, a Delaware limited liability company ("Landlord"), and the CITY OF INGLEWOOD ("Tenant"). Landlord and Tenant are sometimes herein referred to individually as a "party" or collectively as "parties."

BASIC PROVISIONS

A. Effective Date: January ___, 2023.

B. Project; Premises (Article 1):
   (1) Project: The mixed-use project (the "Project") known as "Hollywood Park" located in Inglewood, California, as further described in Section 1.1.3, and as depicted on Exhibit A.
   (2) Retail Center: The retail center (the "Retail Center") located within the Project consisting of a mixture of single- and/or two-level buildings, initially containing a cumulative total, as "Phase 1," as defined in Section 1.1.3, of approximately 318,350 square feet of gross leasable area, as depicted on Exhibit A.
   (3) Building: The retail building (the "Building") located within the Phase 1 portion of the Retail Center, as further depicted on Exhibit A.
   (4) Premises: Approximately Two Thousand Fifty-Two (2,052) square feet of leasable area located on the ground floor of the Building, as further depicted on Exhibit A and identified as Unit E (the "Premises").

C. Lease Term (Article 2):
   (1) Length of Term: From the Lease Commencement Date until the Lease Expiration Date, as defined below, but not more than 50 years without further written agreement between Landlord and Tenant (the "Term").
   (2) Lease Commencement Date: The date on which Landlord delivers possession of the Premises to Tenant with Landlord's Work (as defined in Exhibit C) completed (the "Delivery Date").
   (3) Lease Expiration Date: The expiration or earlier termination of Landlord's obligation to provide a police substation under the Development Agreement (as defined in Section 4.1).
   (4) Option Term(s): None.

D. Base Rent (Section 3.1):
   $1.00 per year, paid in advance on the first day of each calendar year.

E. Percentage Rent Rate: None.

F. Tenant's Share (Article 4 and Exhibit B):
   0.6446%. For avoidance of doubt, Tenant shall not be obligated to pay Operating Expenses and Utilities Costs as part of Direct Expenses until the City Revenue Hurdle is achieved as defined in the Development Agreement (see Section 4.1).

G. Permitted Use; Trade Name (Article 3):
   Tenant shall use the Premises solely for a police substation by the City of Inglewood Police Department (the "Permitted Use"), subject to all restrictions, limitations and requirements set forth in and during the Term of this Lease.
H. Security Deposit:
   (Article 21):
   None.

I. Address of Tenant
   (Section 29.11):
   City of Inglewood
   c/o Inglewood Police Department
   1213 South District Drive
   Suite E,
   Inglewood, CA 90305
   with copies to:
   Inglewood City Attorney
   One W. Manchester Boulevard, 8th Floor
   Inglewood, California 90301
   Attention: City Attorney

   Inglewood City Clerk
   One W. Manchester Boulevard, 1st Floor
   Inglewood, California 90301
   Attention: City Clerk

   Kane Ballmer & Berkman
   515 S Figueroa Suite 780
   Los Angeles, California 90071
   Attention: Royce K. Jones, Esq.

J. Address of Landlord
   (Section 29.11):
   Hollywood Park Retail/Commercial Investors, LLC,
   c/o Wilson Meany
   Four Embarcadero Center, Suite 3330
   San Francisco, California 94111-4103
   with a copy to:
   Fragner Seifert Pace & Winograd
   300 South Grand Avenue Suite 1400
   Los Angeles, California 90071
   Attention: Matthew C. Fragner, Esq.

K. Broker(s)
   (Section 29.15):
   None.
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ARTICLE I
PREMISES, BUILDING, RETAIL CENTER, PROJECT, AND COMMON AREAS

1.1 Premises, Building, Retail Center, Project and Common Areas.

1.1.1 The Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, all in accordance with and subject to all of the terms, covenants and conditions set forth herein, including all exhibits. The parties acknowledge and agree that the purpose of Exhibit A, Exhibit A-1 and Exhibit A-2 is to show the approximate location of the Retail Center, the Premises, and the Project (as such term is defined below) only, and such Exhibits are not meant to constitute an agreement, representation or warranty as to the construction, location or precise area thereof.

1.1.2 Landlord Obligations. Except as specifically set forth in this Lease, and specifically set forth in the Work Letter attached hereto as Exhibit C (the “Work Letter”), Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises or the Project. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises, the Building, the Retail Center, or the Project or with respect to the suitability of any of the foregoing for the conduct of Tenant’s business, except as specifically set forth in this Lease. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises and the Building were at such time in good and sanitary order, condition and repair.

1.1.3 The Building, Retail Center and the Project. The Premises are a part of the Building. The Building itself is located within the Retail Center and, in turn, is a component of a greater mixed-use project known as “Hollywood Park.” The term “Project,” shall mean (i) the Building, the Retail Center, the Common Areas and the other buildings from time to time located within the area designated by Landlord as the “Project,” as such area may be expanded or reduced from time to time, and (ii) the land upon which the Building, the Retail Center, the Common Areas and such other buildings are located.

1.1.4 Project Phases. The Retail Center shall be developed in phases, which (i) shall include a first (1st) phase relating to certain retail buildings and improvements located within the area depicted as “Phase I” on Exhibit A (“Phase I”), and (ii) may include a second (2nd) phase relating to certain retail buildings and improvements located within the area depicted as “Phase II” on Exhibit A (“Phase II”). The Retail Center may be expanded or reduced from time to time including, without limitation, in connection with Phase I, Phase II and other retail areas within the Project, as may be determined by Landlord in its sole discretion. Accordingly, the total gross leasable area of the Retail Center referenced in Section 3(b) of the Basic Provisions shall be modified from time to time by Landlord based upon the gross leasable area then attributable by Landlord to those certain portions of the Retail Center which have actually been constructed by Landlord. Landlord has not made, and does not make, any representation, warranty or covenant with respect to the development of Phase II, including, without limitation, any representation as to whether, how or when Phase II may be developed.

1.1.5 Common Areas. Tenant shall have the non-exclusive right to use in common with other tenants in the Project those portions of the Project (the “Common Areas”) that are provided, from time to time, for use in common by Landlord, Tenant and other tenants of the Project (provided such Common Areas (such as cleaning supply storage or utility closets or rooms) may be for the exclusive use of Landlord). Common Areas shall include the Project’s non-residential parking facilities, drive aisles and roads, and such other portions of the Project designated by Landlord, in its discretion, including certain areas designated for the exclusive use of certain tenants, or to be shared by Landlord and certain tenants. Common Areas shall consist of the “Project Common Areas,” the “Retail Center Common Areas,” and the “Building Common Areas,” defined as follows:

(a) The term “Building Common Areas” shall mean the portions of the Common Areas located within, or solely serving, a Building designated by Landlord.

(b) The term “Retail Center Common Areas” shall mean the portions of the Common Areas located within, or solely serving, the Retail Center as designated by Landlord.

(c) The term “Project Common Areas” shall mean all Common Areas other than the Retail Center Common Areas and Building Common Areas.

1.1.6 Project Declaration. The Project Common Areas will be maintained and operated in accordance with the terms of a declaration of covenants, conditions and restrictions to be recorded against the Project (as may be amended from time to time, the “Project Declaration”), and the use of the Project Common Areas is subject to the Project Declaration.

1.1.7 Closures, Changes and Other Conditions. Landlord reserves the right to close temporarily, make alterations or additions to or change the location or elements of the Common Areas in accordance with the provisions of this Lease and the Project Declaration. Retail Center Common Areas are maintained and operated by Landlord and the use thereof shall be subject to such rules, regulations and restrictions as Landlord may make from time to time, provided that such rules, regulations and restrictions do not unreasonably interfere with the use and rights granted to Tenant under this Lease. Landlord reserves the right to close temporarily, make alterations
or additions to, or change the location of elements of the Building, the Retail Center and/or the Retail Center Common Areas; provided that no such changes shall be permitted which materially reduce Tenant’s rights or access heretofore unless otherwise required to comply with Applicable Laws.

1.1.8 Project Association. Landlord may, together with one or more occupants of the Project, form an association (the “Project Association”) to deal with various matters of interest to the members of such association.

1.2 Gross Leasable Area of Premises. The term “gross leasable area” means the square footage of the Premises (or, where applicable, of other premises or the Retail Center) without deduction for the width or space occupied by columns, shafts, risers, or other vertical penetrations. Gross leasable area of the Premises shall be as set forth in Section B(4) of the Basic Provisions; provided however, such gross leasable area may be subject to remeasurement and correction by Landlord, and, upon such remeasurement, all amounts, percentages and figures based upon gross leasable area shall be adjusted accordingly, if necessary.

ARTICLE 2

LEASE TERM

2.1 Initial Lease Term. This Lease shall be effective as of the Effective Date. The Lease Term shall commence on the Lease Commencement Date and shall, unless sooner terminated as provided herein, terminate on the Lease Expiration Date. At any time during the Lease Term, Landlord may deliver to Tenant a notice in the form as set forth in Exhibit D, attached hereto, as a confirmation only of the information set forth therein, which Tenant shall execute and return to Landlord within ten (10) City business days after Landlord’s written request. Without limiting Landlord’s remedies for such failure, Tenant’s failure or refusal to sign the same shall constitute an acknowledgement by Tenant that the information set forth therein is accurate.

2.2 Option Term(s). None.

2.3 Intentionally deleted.

ARTICLE 3

BASE RENT

Tenant shall pay, without prior notice or demand, to Landlord or Landlord’s agent, at such place as Landlord may from time to time designate in writing, by a check or electronic funds transfer, Base Rent.

ARTICLE 4

ADDITIONAL RENT

4.1 In General. In addition to paying Base Rent specified in Article 3, from and after the Lease Effective Date, Tenant shall pay Tenant’s Share of Direct Expenses in the manner described in Exhibit B, provided that Tenant shall not be obligated to pay Tenant’s Share of Operating Expenses or Utilities Costs until the first day of the calendar month following the occurrence of the City Revenue Hurdle Date (as defined below). Such payments by Tenant, together with any and all other amounts payable by Tenant to Landlord pursuant to this Lease other than Base Rent, are collectively referred to herein as “Additional Rent.” Base Rent and Additional Rent are herein collectively referred to as “Rent.” All Rent is payable during the Lease Term commencing on the Lease Commencement Date. Without limitation on other obligations of Tenant which survive the expiration of the Lease Term, the obligations of Tenant to pay Additional Rent shall survive the expiration or earlier termination of the Lease Term with respect to such Additional Rent due and payable prior to such expiration or earlier termination. Unless otherwise stated herein, Tenant shall pay Landlord Additional Rent within thirty (30) days of written request or demand. As used in this Lease, “City Revenue Hurdle Date” shall mean the date that the Stadium Alternative Project first achieves the City Revenue Hurdle in a given fiscal year, as such terms are defined in that certain Amended and Restated Development Agreement for Hollywood Park between the City of Inglewood (the “City”) and Landlord, et al., recorded on April 15, 2015 in the Official Records of Los Angeles County as Instrument No. 20150419771 (the “Development Agreement”). If the date that the City Revenue Hurdle is achieved is not known for some time after it is achieved, and as a result Tenant does not pay its full share of Direct Expenses, Tenant shall pay its share of Direct Expenses within thirty (30) days after Landlord provides written notice of the City Revenue Hurdle Date along with an invoice indicating the amount of Direct Expenses required to be paid.

4.2 Taxes and Other Charges for Which Tenant Is Directly Responsible.

4.2.1 Personal Property Taxes. Tenant shall be liable for and shall pay at least ten (10) days before delinquency, taxes levied against Tenant’s equipment, furniture, fixtures and any other personal property located in or about the Premises ("Tenant’s Property") to the applicable taxing entity(ies). Tenant shall also reimburse Landlord for any such taxes on Tenant’s Property levied against Landlord or resulting from any increase in the assessed value of Landlord’s property by the inclusion therein of a value placed upon Tenant’s Property, as the case may be, within thirty (30) days following written request or demand.

HOLLYWOOD PARK RETAIL CENTER
[Insert Tenant Name]
4.2.2 Other Taxes. Tenant shall pay prior to delinquency any (i) rent tax or sales tax, service tax, transfer tax or value added tax, or any other applicable tax assessed on the rent or services herein or otherwise respecting this Lease, (ii) taxes assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Project, including the parking facilities; or (iii) taxes assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest in or an estate in the Premises, assessed by applicable taxing entity(ies).

ARTICLE 5

USE OF PREMISES

5.1 Permitted Use; Use Restrictions.

5.1.1 Permitted Use. Tenant shall use the Premises solely for the Permitted Use, and Tenant shall not use or permit the Premises to be used for any other purpose whatsoever.

5.1.2 Tenant's Trade Name. Tenant shall operate under the name "Inglewood Police" throughout the term of this Lease.

5.1.3 Continued Operation. Tenant covenants and agrees that from and after the Grand Opening, the Premises shall be fully staffed and open for the Permitted Use, and thereafter Tenant will operate and conduct within the Premises a police substation continuously and uninterruptedly during the period of time commencing on the Opening Date and ending on the expiration or earlier termination of this Lease.

5.2 Prohibited Uses. Notwithstanding anything to the contrary set forth in this Lease, Tenant shall not use, or suffer or permit any person or persons to use, the Premises or any part thereof for any use or purpose:

(a) in violation of the laws and statutes of the United States of America, the State of California, the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Project, including, without limitation, any such laws, ordinances, regulations or requirements relating to hazardous materials or substances, as those terms are defined by applicable laws now or hereafter in effect (collectively "Applicable Laws");

(b) in violation of any easements, covenants, conditions and restrictions now or hereafter applicable to the Building, including, without limitation, that certain Project Labor Agreement for the Hollywood Park Development Project between Turner Construction, on the one hand, and the Los Angeles and Orange Counties Building and Construction Trades Council, and The Local Unions and District Councils Signatory to the Agreement, on the other hand, dated June 26, 2015 (the "Labor Agreement"), the Development Agreement, and the Project Declaration (the Labor Agreement, Development Agreement and Project Declaration are sometimes herein referred to collectively as the "CC&Rs"),

(c) Intentionally deleted.

(d) contrary to the rules and regulations promulgated by Landlord from time to time including, without limitation, Landlord's general rules and regulations for occupants of the Project as more particularly set forth on Exhibit F.

(e) to (i) conduct any auction, fire, distress, going out of business, liquidation, bankruptcy or like sales in the Premises or on the Project; (ii) display, sell, lease, or offer for sale or lease, in any manner on the Premises, alcoholic beverages (unless expressly allowed by the terms of this Lease) or pornographic material of any kind, including books, magazines or movies; (iii) engage in any activity or use the Premises for any purpose that is illegal or is not in keeping with the standards or character of a first-class mixed use project or would otherwise interfere with standard Project operations; (iv) sell, cultivate, process or dispense marijuana, (v) use any area of the Project outside of the Premises (1) for the sale of any merchandise, food or beverage items or for other business purposes, (2) to solicit business, (3) to display signs (except as otherwise provided in Article 22), or (4) for public meetings or entertainment; (vi) use, or permit to be used, any sound broadcasting or amplifying device or any video or vending machine that can be heard outside of the Premises; (vii) perform, or allow any employee or agent to perform, any act or carry on any practice that may damage the Premises or any other part of the Project, or disturb any other tenant or other person in the Project; (viii) use or allow the Premises to be used for any improper, unlawful or objectionable purpose, or (ix) permit any nuisance in, on or about the Premises, or

(f) in any way that is contrary to the operation and existence of the Project as a first-class mixed-use project.

5.3 Janitorial and Trash Requirements. Tenant shall be solely responsible for performing all janitorial services and other cleaning of the Premises appropriate to maintain the Premises in good operating condition. Landlord may also require that Tenant procure and maintain at Tenant's sole expense a contract providing for the pickup and disposal of Tenant's refuse from the Premises, which contract shall be subject to Landlord's prior review and reasonable approval. If such a contract is required, Tenant shall no longer use Landlord's receptacles for
disposal of Tenant’s refuse. All trash containers must be covered and stored in a manner to prevent the emanation of odors from or into the Premises, the Building or the Project.

5.4 Garbage Separation; Recycling. See Exhibit H.

5.5 Pest Control. Tenant shall cause to be provided pest eradication and control services, as required by Landlord, with respect to the Premises. Tenant shall notify Landlord of the timing of such services and agrees to coordinate such services with any exterior pest control services maintained by Landlord. Tenant shall take all reasonable actions necessary to prevent odors from escaping into the Premises, the Building or the Project.

5.6 Ventilation, See Exhibit H.

ARTICLE 6

UTILITIES

6.1 Tenant Expense. Until the occurrence of the City Revenue Hurdle Date, Landlord shall provide and pay for all water, power, gas, electric current, telephone, cable, wireless internet and all other utilities and services used by Tenant on the Premises (including, without limitation, all sales, use and other taxes or fees imposed thereon by any governmental authority), and from and after the City Revenue Hurdle Date, Tenant shall pay for all such utilities and services. Landlord will reasonably apportion the costs of such utilities among the tenants utilizing the utility or service on an equitable basis as determined by Landlord. In the event that any utilities are furnished to the Premises by Landlord, whether submetered or otherwise, then from and after the City Revenue Hurdle Date, Tenant shall pay to Landlord the cost of such utilities, including a reasonable administrative charge for Landlord’s supervision.

6.2 Payment to Landlord. Within thirty (30) days after receipt of Landlord’s statement of apportionment or statement setting forth the charges payable by Tenant, Tenant shall pay to Landlord as Additional Rent, the cost of such services and utilities so apportioned or so provided by Landlord.

6.3 Excessive Use. If after the City Revenue Hurdle Date occurs, Landlord shall from time to time reasonably determine that Tenant’s use of any utility or service in the Premises is disproportionately higher than the use of other tenants, Landlord, following reasonable advance notice to Tenant, may adjust Tenant’s share of the cost thereof to take equitable account of such disproportionate use.

6.4 Alternative Power. If Landlord elects to utilize solar, wind or other alternatively generated electricity at the Building ("Alternative Electricity"), from and after the City Revenue Hurdle Date Tenant shall purchase from the provider of such Alternative Electricity the lesser of (i) all of Tenant’s electrical requirements, or (ii) the maximum available amount of Alternative Electricity, as and when such Alternative Electricity is produced, at the price in effect at the time of delivery; provided, however, in no event shall the price for Alternative Electricity exceed the total cost of comparable electric service that otherwise would have been purchased from a conventional electricity provider.

6.5 No Landlord Liability. Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service, or for any diminution in the quality or quantity thereof, without limiting Landlord’s liability for injuries to natural persons and non-consequential damages to tangible personal property. Such failures or delays or diminution shall not be deemed to constitute an eviction or disturbance of Tenant’s use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease.

ARTICLE 7

REPAIRS

7.1 Tenant Obligations. Except for Landlord’s express obligations set forth herein, Tenant shall, at its sole expense, keep the Premises, including all improvements, Alterations, fixtures, equipment, interior window coverings, and furnishings therein, Tenant’s storefront and the floor or floors of the Building in which the Premises are located, in good order, repair and first-class condition at all times during the Lease Term, including making replacements as necessary.

7.2 Air Conditioning. After the City Revenue Hurdle Date occurs, Tenant shall contract, at its sole expense, with an air-conditioning service company for the periodic maintenance and the repair and replacement, as necessary, of the air-conditioning system serving the Premises, which contract and company shall be subject to Landlord’s prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned.

7.3 Landlord Obligations. Landlord shall be responsible for repairs to the exterior walls (other than Tenant’s storefront), foundation and roof of the Building, the structural portions of the floors of the Building, and the systems and equipment of the Building originally constructed by Landlord and part of the “Base Building” defined in Section 8.1, except to the extent that such repairs are required due to the negligence or willful misconduct of Tenant or its employees, agents or contractors. If any such repairs are due to the negligence or willful misconduct of Tenant or its employees, agents or contractors, Landlord, following written notice to Tenant, shall nevertheless make such
reparis at Tenant's expense, or, if covered by Landlord's insurance, Tenant shall only be obligated to pay any deductible in connection therewith.

7.4 Waiver. Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932 and Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.

7.5 Tenant Failure. If Tenant fails to keep the Premises in good order, repair and first-class condition as required by this Article 7, including making all necessary repairs and generally maintaining a safe and clean condition, then Landlord may, following written notice to Tenant, at Landlord's option, and without waiver or releasing Tenant from any of Tenant's obligations, perform any such repairs or other acts on behalf of Tenant. All sums so paid by Landlord and all necessary incidental costs incurred by Landlord in performing such repairs or other acts shall be payable by Tenant to Landlord within thirty (30) days after demand therefor as Additional Rent.

ARTICLE 8

ADDITIONS AND ALTERATIONS

8.1 Landlord's Consent to Alterations. Tenant shall have the right to make alterations to the Premises from time to time without Landlord's consent, provided Tenant gives Landlord at least ten (10) business days' prior notice. However, Tenant may not make any improvements, alterations, additions or changes to any mechanical, plumbing or HVAC facilities or systems pertaining to the Premises (collectively, "Alterations") without first procuring the prior written consent of Landlord to such Alterations. The construction of the initial Improvements to the Premises shall be governed by the Work Letter and not by this Article 8.

8.1.1 Approved Contractors. Landlord may impose, as a condition of its consent to any and all Alterations, such requirements as Landlord in its reasonable discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize for such purposes only contractors reasonably approved by Landlord.

8.1.2 Standards. Tenant shall construct such Alterations and perform such repairs in a good and workmanlike manner, in conformance with any and all applicable federal, state, county or municipal laws, rules and regulations and pursuant to a valid building permit, issued by the City, all in conformance with Landlord's construction rules and regulations; provided, however, that prior to commencing to construct any Alterations, Tenant shall meet with Landlord to discuss Landlord's design parameters and code compliance issues.

8.1.3 Changes to Base Building. In the event Tenant performs any Alterations in the Premises that require or give rise to governmentally required changes to the Common Areas or "Base Building," as that term is defined below, then Landlord shall, at Tenant's expense, make such changes to the Common Areas or Base Building. The "Base Building" shall mean the improvements constituting the "Turnover Condition," as that term is defined in Section 1 of the Work Letter.

8.1.4 No Obstruction. In performing any Alterations, Tenant shall have the work performed in such manner so as not to obstruct access to the Project or any portion thereof, by any other tenant of the Project, and so as not to obstruct the business of Landlord or other tenants in the Project.

8.1.5 Notice of Completion. In addition to Tenant's obligations under Article 9, upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County of Los Angeles in accordance with Section 8182 of the Civil Code of the State of California or any successor statute, and Tenant shall deliver to the management office for the Project a reproducible copy of the "as built" and CAD drawings of the Alterations, to the extent applicable, as well as all permits, approvals and other documents issued by any governmental agency in connection with the Alterations.

8.1.6 Reimbursement to Landlord. Tenant shall reimburse Landlord for Landlord's reasonable, actual, out-of-pocket costs and expenses incurred in connection with Landlord's review of any Alterations and the plans therefor.

8.2 Construction Insurance: Completion Bond. In addition to the requirements of Article 10, in the event that Tenant makes any Alterations, Tenant shall, prior to the commencement of such Alterations, provide Landlord with evidence that Tenant carries "Builder's All Risk" insurance in an amount reasonably approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may reasonably require. In addition, Landlord may, in its reasonable discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord as a co-obligee.

8.3 Landlord's Property. Except as otherwise provided herein, all Improvements, Alterations, signs, fixtures, equipment and appurtenances, constructed, installed or placed in or about the Premises shall be at the sole cost of Tenant and shall be and become part of the Premises and the property of Landlord.

8.4 Removal of Improvements. By written notice to Tenant prior to the expiration of the Lease Term, or before or after any earlier termination of this Lease, Landlord may require Tenant, at Tenant's expense, to remove any Alterations or Improvements in the Premises and any of Tenant's signs, repair any damage to the Premises, Building or Project caused by such removal, and return the affected portion of the Premises to a safe and clean condition. If Tenant fails to complete such removal and/or repair any damage caused by the removal of any
Alterations or Improvements in the Premises, and/or to return the affected portion of the Premises to a safe and clean condition, then at Landlord's option, either (A) Tenant shall be deemed to be holding over in the Premises and Rent shall continue to accrue in accordance with the terms of Article 16, until such work is completed, or (B) Landlord may do so and may charge the cost thereof to Tenant. Notwithstanding the foregoing, if, in connection with its notice to Landlord to make Alterations, (x) Tenant requests Landlord’s to waive the requirement for removal of such Alterations, and (y) Landlord thereafter agrees in writing to waive such requirement, Tenant shall not be required to so remove such Alterations.

ARTICLE 9

COVENANT AGAINST LIENS

Tenant shall keep the Project and Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Tenant, and shall protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, liens, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith, except to the extent arising directly from the gross negligence or willful misconduct of Landlord. Tenant shall remove any such liens or encumbrance by bond or otherwise within ten (10) days after notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed Additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord under this Lease.

ARTICLE 10

INDEMNIFICATION AND INSURANCE

10.1 Indemnification and Waiver. Tenant shall be liable and responsible for all damage to property and injury to persons in, upon or about the Premises from any cause whatsoever and agrees that Landlord, its partners, subpartners, affiliates and their respective officers, agents, servants, employees, and independent contractors (collectively, the “Landlord Parties”) shall not be liable and are hereby released by Tenant and all persons claiming under Tenant, for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant or by other persons claiming through Tenant, except to the extent arising directly out of the sole negligence or willful misconduct of any of the Landlord Parties.

10.1.1 Tenant Indemnity. Other than to the extent arising directly out of the gross negligence or willful misconduct of the Landlord Parties, Tenant shall indemnify, defend, protect, and hold harmless the Landlord Parties from and against all losses, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from: (a) the use or occupancy of the Premises by Tenant or any person claiming under Tenant; (b) any activity, work, or thing done, or permitted or suffered by Tenant; (c) any acts, omission, or negligence of Tenant or any person claiming under Tenant, or the contractors, agents, employees, invitees, officers, owners, or visitors of Tenant or any such person (collectively, the “Tenant Parties”); (d) any breach, violation, or non-performance by any of the Tenant Parties of any term, covenant, or provision of this Lease or any Applicable Law; (e) any injury or damage to the person, property, or business of Tenant or any of the Tenant Parties or any other person entering upon the Premises under the express or implied invitation of Tenant; or (f) the placement of any personal property or other items within the Premises.

10.1.2 Landlord's Costs and Expenses. Should Landlord be named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy or lease of the Premises, Tenant shall pay to Landlord its reasonable costs and expenses incurred in such suit, including without limitation, its actual professional fees such as appraisers', accountants' and attorneys' fees.

10.1.3 Insurance Carrier Obligations. No provision of this Lease, including Tenant's agreement to indemnify the Landlord Parties pursuant to this Section 10.1, is intended to, and shall not, relieve any insurance carrier or joint powers of authority of its obligations under any policy or coverage obtained by Tenant.

10.1.4 Survival. The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

10.2 Tenant's Compliance With Landlord's Fire and Casualty Insurance. Tenant shall, at its sole expense, comply with all requirements pertaining to the Premises required by any insurance policy obtained by Landlord. If Tenant’s conduct or use of the Premises causes any increase in the premium for any such insurance policy then Tenant shall reimburse Landlord for any such increase. Tenant, at its sole expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body. Upon request by Tenant and prior to the commencement of any use on or about the Premises or any material change in scope to this Agreement or its Exhibits, Landlord shall act in good faith to have Landlord's Fire and Casualty Insurance Policy reviewed with this Agreement and supporting Exhibits for verification of any insurance policy requirements for operation and use that may result in an increase to premium or adverse change to Landlord's insurability.

10.3 Tenant's Insurance or Coverage. Tenant shall maintain or provide insurance or coverage to the equivalent of the following coverages in the following amounts. The required evidence of coverage must be delivered
to Landlord on or before the date required under Section 10.4(I) sub-sections (y) and (z), or Section 10.4(I) below (as applicable). Such requirements shall be applicable for a term of at least one (1) year, or the length of the remaining term of this Lease, whichever is less. For any self-coverage, Tenant shall be solely responsible for timely payment of all premiums, taxes, stamping fees, retentions, or deductibles.

10.3.1 **Commercial General Liability.** Commercial General Liability Insurance, on form CG 00 01 or Memoranda of Coverage equivalent. Landlord, the Project Association and any other party Landlord specifies as having a material financial interest in the Project, including Landlord’s managing agent, ground lessor and/or lender, if any, including, without limitation, Hollywood Park Residential Investors, LLC; HPMU4 LA, LLC; Performance Company LA, LLC; Stadc LA, LLC; Hollywood Park Retail/Commercial Investors, LLC; HP Residential Co 2021, LLC; and Hollywood Park Management Company LLC, shall be named as additional covered parties. Tenant’s coverage shall be primary and any insurance carried by Landlord shall be excess and non-contributing. Policy or coverage limits shall not be less than the following: provided, however, such limits may be achieved through the use of an Umbrella/Excess Policy:

- Bodily Injury and Property Damage Liability: $4,000,000 each occurrence/aggregate
- Personal Injury and Advertising Liability: $4,000,000 each occurrence
- Tenant Legal Liability/Damage to Rented Premises Liability: $100,000

10.3.2 **Property Insurance.** Property insurance covering (i) all office furniture, personal property, business and trade fixtures, office equipment, free-standing cabinet work, moveable partitions, merchandise and all other items of Tenant's business personal property on the Premises installed by, for, or at the expense of Tenant, (ii) the “Improvements,” as that term is defined in Section 2.1 of the Work Letter, and (iii) all Alterations performed in the Premises. Such insurance shall be written on a Special Form basis, for the full replacement cost value (subject to reasonable deductible amounts).

10.3.3 **Worker's Compensation.** Worker's Compensation and Employer's Liability or other similar insurance pursuant to all applicable state and local statutes and regulations.

10.3.4 **Automobile Liability.** Commercial Automobile Liability Insurance or Coverage covering all Owned (if any), Hired, or Non-owned vehicles with limits not less than following: $1,000,000 combined single limit; provided, however, such limits may be achieved through the use of a program of self-insurance.

10.4 **Form of Memoranda of Coverage.** The minimum limits of policies of insurance or coverage required of Tenant under this Lease shall be in no event less than $1,000,000 in any one occurrence for the Property Insurance. All such insurance shall (i) be issued by an insurance company having an AM Best rating of not less than A-VII, or a Joint Powers of Authority which is licensed to do business in the State of California, (ii) be in form and content reasonably acceptable to Landlord as evidenced by Memoranda of Coverage or other proof of insurance coverage, (iii) provide that said coverage shall not be canceled or changed unless at least thirty (30) days' prior written notice shall have been given to Landlord that any mortgagee of Landlord, the identity of whom has been provided to Tenant in writing, and (iv) name Landlord, and any other related parties designated by Landlord, as additional insureds on a primary, non-contributory basis.

10.4.1 **Delivery.** Tenant shall deliver said policy or policies, Memoranda of Coverage, or certificates thereof and applicable endorsements or financial statements which meet the requirements of this Article 10 to Landlord on or before (I) the earlier to occur of: (x) the Lease Commencement Date, and (y) the date Tenant and/or its employees, contractors and/or agents first enter the Premises for occupancy, construction of Improvements, Alterations, or any other move-in activities, and (II) five (5) business days after the renewal of such policies.

10.4.2 **Failure by Tenant.** In the event Tenant shall fail timely to procure required insurance or coverage, to deliver Memoranda, policies, or certificates and applicable endorsements, or financial statements, Landlord may, at its option, after written notice to Tenant and Tenant's failure to cure such failure within five (5) City business days thereafter, procure such policies for the account of Tenant and the sole benefit of Landlord, and the cost thereof shall be paid as Additional Rent by Tenant to Landlord after delivery to Tenant of bills therefor. Tenant shall not do or perform anything that invalidates or restricts the enforceability of the required insurance policies or Memoranda of Coverage.

10.5 **Waiver of Subrogation.** To the fullest extent permitted by Applicable Laws, and notwithstanding any term or provision of this Lease to the contrary, the Tenant waives and releases any and all rights of recovery against Landlord Parties, and agrees not to seek to recover from Landlord Parties or to make any claim against the Landlord Parties, for any loss or damage incurred by Tenant to the extent such loss or damage is insured or covered under any insurance policy or Memorandum of Coverage required by this Lease or which would have been so insured had the Tenant carried the insurance or coverage it was required to carry hereunder.

10.6 **No Representation of Adequate Coverage.** Landlord makes no representation that the limits or forms of coverage of insurance or coverage specified herein are adequate to cover Tenant's property, business operations or obligations under this Lease.
ARTICLE 11

DAMAGE AND DESTRUCTION

11.1 Repair of Damages.

11.1.1 By Landlord. Upon the occurrence of any damage to the Premises or any Building Common Areas serving or providing access to the Premises, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord’s reasonable control, and subject to all other terms of this Lease, including this Article 11, restore the base, shell and core of the Premises and such Building Common Areas. Such restoration shall be to substantially the Turnover Condition described in the Work Letter with respect to the Premises and to substantially the same condition as existing prior to the casualty with respect to such Building Common Areas, except for modifications required by the Code and other laws, or any other modifications to the Common Areas deemed desirable by Landlord, provided access to the Premises shall not be materially impaired.

11.1.2 By Tenant. Upon the occurrence of any damage to the Premises, Tenant shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Tenant’s reasonable control, and subject to all other terms of this Lease, including this Article 11, repair any injury or damage to the Improvements, Alterations and furniture, fixtures and equipment installed in the Premises and shall return the same to substantially their original condition. Tenant shall, prior to the commencement of construction, submit to Landlord, for Landlord’s review and reasonable approval, all plans, specifications and working drawings relating thereto, and Landlord shall have the right to reasonably approve the contractors selected by Tenant to perform such improvement work.

11.1.3 Damage to Business: Rent Abatement. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant’s business, resulting in any way from any damages to the Premises or the repair thereof, provided however, that if a fire or other casualty shall have damaged the Premises or Building Common Areas necessary to Tenant’s occupancy, Landlord shall allow Tenant a proportionate abatement of Base Rent and Additional Rent, during the time and to the extent the Premises are unfit for occupancy for the purposes permitted under this Lease, and not occupied by Tenant as a result thereof, but in no event shall such Rent abatement continue beyond thirty (30) days following Landlord’s completion of restoration of those portions of the Base Building and Building Common Areas necessary for Tenant’s use and occupancy of the Premises.

11.2 Landlord Option to Repair. Notwithstanding the terms of Section 11.1, Landlord may elect not to rebuild and/or restore the Premises and/or Building and instead terminate this Lease by notifying Tenant in writing of such termination within sixty (60) days after the date of discovery of any casualty or damage, such notice to include a termination date giving Tenant ninety (90) days to vacate the Premises, but Landlord may so elect only if the Building is damaged by fire or other casualty or cause, whether or not the Premises are affected, and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred eighty (180) days of the date of discovery of damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on the Building shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt; or (iii) the damage is not fully covered by Landlord’s insurance policies.

11.3 Last Year of Lease Term. In the event that the Premises or the Building is destroyed or damaged to any substantial extent during the last twelve (12) months of the Lease Term (as may previously been extended), then notwithstanding anything contained in this Article 11, Landlord shall have the option to terminate this Lease by giving written notice to Tenant of the exercise of such option within thirty (30) days after the date of such damage or destruction, in which event this Lease shall cease and terminate as of the date specified in such notice. Upon any such termination of this Lease pursuant to this Section 11.3, Tenant shall pay the Base Rent and Additional Rent, properly apportioned up to such date of termination, and assign to Landlord all insurance proceeds payable to Tenant under Tenant's insurance required under clauses (ii) and (iii) of Section 10.3.2, and the parties shall thereafter be freed and discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Lease Term.

11.4 Waiver of Statutory Provisions. The provisions of this Lease, including this Article 11, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or any other portion of the Project. Any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application with respect to any damage or destruction to all or any part of the Premises, the Building or any other portion of the Project.
ARTICLE 12
NONWAIVER

12.1 Failure to Enforce. No waiver of any provision of this Lease by either party shall arise or be implied by any failure or delay of the other party to enforce any provision of this Lease, even if a breach by a party shall continue or be repeated subsequently.

12.2 Writing Required. Any waiver by a party of any provision of this Lease shall be effective only if in writing executed by such party and delivered to the other party.

12.3 Limitations on Waivers. No waiver of any provision shall affect any provision other than the one specified in such waiver, and that any express waiver shall be only for the time and in the manner specifically stated.

12.4 Receipt of Payments. No receipt of monies by Landlord from Tenant before or after the termination of this Lease shall in any way (i) create a waiver of any breach by Tenant of any provision of this Lease, (ii) alter the length of the Lease Term or of Tenant’s right of possession hereunder, or (iii) after the giving of any notice shall reinstate, continue or extend the Lease Term or affect any such notice given to Tenant prior to the receipt of such monies. After the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect Rent, and such collection of Rent shall not create a waiver of or in any way affect said notice, suit or judgment.

ARTICLE 13
CONDEMNATION

13.1 Termination Right. If the whole or any material part of the Premises, Building or Project shall be taken by power of eminent domain or condemned, or if any adjacent property or street shall be so taken or condemned, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the right to terminate this Lease as of the date possession is required to be surrendered to the applicable authority by giving Tenant written notice thereof.

13.2 Compensation. Tenant shall not because of any taking assert any claim against Landlord or the authority for any compensation because of such taking and Landlord shall be entitled to the entire award or payment in connection therewith, except that Tenant shall have the right to file a separate claim available to Tenant for any taking of Tenant's Property. All Rent shall be apportioned as of the date of such termination.

13.3 Continuation of Lease. If Landlord elects not to exercise any termination right, or in case of a temporary taking or a taking of an immaterial part of the Premises, this Lease shall continue in full force and effect and Rent shall be equitably reduced based on the proportion by which the gross leasable area of the Premises is reduced, such reduction in Rent to be effective as of the date the physical taking occurs. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure.

ARTICLE 14
ASSIGNMENT AND SUBLETTING

14.1 Transfers. Tenant shall not, without the prior written consent of Landlord, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment, or other transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or enter into any license or concession agreements or otherwise permit the occupancy or use of the Premises or any part thereof by any persons other than Tenant and its employees and contractors (each of the foregoing being referred to herein as a "Transferer" and any person or entity to whom any Transfer is made or sought to be made is referred to herein as a "Transferee"). Except as expressly set forth in this Lease, such consent may be withheld in its sole discretion.

14.2 Consent Request. In connection with any Transfer proposed by Tenant, Tenant shall submit a written request for consent to Landlord ("Consent Request"), together with any information reasonably required by Landlord to enable Landlord to determine (i) the financial responsibility, character, and reputation of the proposed Transferee, (ii) the nature of such Transferee’s business, (iii) the proposed use of the applicable portion of the Premises, and (iv) any other reasonable consent parameters. If the proposed Transferee is a county or city-operated police agency, then Landlord shall provide in writing either its consent or lack of consent to the proposed Transfer within thirty (30) days following delivery of the Consent Request by Tenant to Landlord. Any Transfer made without Landlord’s prior written consent shall, at Landlord’s option, be null, void and of no effect, and shall, at Landlord’s option, constitute a default by Tenant under this Lease. Whether or not Landlord consents to any proposed Transfer, Tenant shall pay Landlord’s reasonable review and processing fees, as well as any reasonable professional fees (including, without limitation, attorneys’, accountants’, architects’, engineers’ and consultants’ fees) incurred by Landlord, within thirty (30) days after written request by Landlord.

HOLLYWOOD PARK RETAIL CENTER
[[Insert Tenant Name]]

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14.3 Intentionally deleted.

14.4 Landlord’s Recapture Option. Notwithstanding anything to the contrary contained in this Article 14, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of a Consent Request, to recapture the corresponding portion of the Premises, provided Landlord has not consented to the proposed Transfer. Such recapture notice shall cancel and terminate this Lease with respect to such portion of the Premises as of the effective date of the proposed Transfer. In the event of a recapture by Landlord, if this Lease shall be canceled with respect to less than the entire Premises, the Rent reserved herein shall be prorated on the basis of the number of square feet of gross leasable area retained by Tenant in proportion to the number of square feet of gross leasable area contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same. If Landlord has consented to a proposed Transfer as provided in the Consent Request, then Tenant shall be entitled to proceed to Transfer the subject space to the proposed Transferee, subject to provisions of this Article 14.

14.5 Effect of Transfer. If Landlord consents to a Transfer, (i) the provisions of this Lease shall in no way be waived or modified, (ii) such consent shall not constitute consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an executed copy of all documentation pertaining to the Transfer, and (iv) no Transfer shall relieve Tenant or any guarantor of the Lease from any liability under this Lease. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof.

ARTICLE 15

SURRENDER OF PREMISES: OWNERSHIP AND REMOVAL OF TRADE FIXTURES

15.1 Surrender of Premises. No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and, notwithstanding such delivery, Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises or terminate any or all such sublessees or subtenancies.

15.2 Removal of Tenant Property by Tenant. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 15 and Section 8.4, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted.

ARTICLE 16

HOLDING OVER

16.1 Month-to-Month Tenancy. If Tenant holds over after the expiration of the Lease Term or any earlier termination of this Lease, with or without the consent of Landlord, such tenancy shall be from month-to-month only and shall not constitute a renewal hereof or an extension for any further term.

16.2 Rent. Rent during any holding over shall be payable at a monthly rate equal to the then fair market rental value as reasonably determined by Landlord.

16.3 Terms of Holding Over. The month-to-month tenancy created by a holding over shall be subject to all other applicable terms contained herein. Nothing contained in this Article 16 shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

16.4 Failure to Surrender. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all damages, loss, costs (including reasonable attorneys’ fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant based upon such failure to surrender and any lost profits to Landlord resulting therefrom.
ARTICLE 17
ESTOPPEL CERTIFICATES

17.1 Form of Certificate. Within ten (10) days following a request in writing by Landlord, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate in such form as may be reasonably required by Landlord: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder (or specifying such defaults if they are claimed); and (c) containing such other matters as are set forth in such form.

17.2 Reliance on Certificate. Any such certificate may be relied upon by Landlord and any existing or prospective mortgagee, tenant or purchaser of all or any portion of the Building.

17.3 Further Documents. Tenant shall execute and deliver whatever other instruments may be reasonably required in connection with an estoppel certificate.

ARTICLE 18
SUBORDINATION

18.1 Lease Subordinate. This Lease shall be subordinate and subordinated to all present and future ground or underlying leases of the Building and to the lien of any mortgage, trust deed or other encumbrances now or hereafter in force against the Building or any part thereof, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages, trust deeds or other encumbrances, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto.

18.2 Attornment and Nondisturbance. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage or deed in lieu thereof (or if any ground lease is terminated), to attorn to the lienholder or purchaser or any successors thereto upon any such foreclosure sale or deed in lieu thereof (or to the ground lessor), if so requested to do so by such purchaser or lienholder or ground lessor, and to recognize such purchaser or lienholder or ground lessor as the lessor under this Lease, provided such lienholder or purchaser or ground lessor shall agree to accept this Lease (or enter into a new lease for the balance of the Lease Term upon the same terms and conditions) and not disturb Tenant's occupancy, so long as Tenant timely pays the rent and observes and performs its obligations under this Lease to be observed and performed by Tenant.

18.3 Assignment; Further Assurances. Landlord's interest herein may be assigned as security at any time to any lienholder. Tenant shall, within ten (10) days after request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm the subordination or superiority of this Lease to any mortgages, trust deeds, ground leases or underlying leases.

ARTICLE 19
DEFAULTS; REMEDIES

19.1 Events of Default. The occurrence of any of the following shall constitute a default of this Lease by Tenant:

19.1.1 Failure to Pay. Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease when due; or

19.1.2 Failure to Perform. Except where a specific time period is otherwise set forth for Tenant's performance in this Lease, in which event the failure to perform by Tenant within such time period shall be a default by Tenant under this Section 19.1.2, any failure by Tenant to observe or perform any provision, covenant or condition of this Lease to be observed or performed by Tenant (other than a failure described in the other subsections of this Section 19.1) where such failure continues for thirty (30) days after written notice from Landlord to Tenant; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, Tenant shall not be deemed to be in default if it diligently commences such cure within ten (10) days after such notice and thereafter diligently proceeds to rectify and cure such default; or

19.1.3 Insolvency. To the extent permitted by law, (i) Tenant or any guarantor of this Lease being placed into receivership or conservatorship, or becoming subject to similar proceedings under Federal or State law, or (ii) a general assignment by Tenant or any guarantor of this Lease for the benefit of creditors, or (iii) the taking of any corporate action in furtherance of bankruptcy or dissolution whether or not there exists any proceeding under an insolvency or bankruptcy law; or (iv) the filing by or against Tenant or any guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of a proceeding filed against Tenant or any guarantor the same is dismissed within sixty (60) days, or (v) the appointment of a trustee or receiver to take possession of all or
substantially all of the assets of Tenant or any guarantor, unless possession is restored to Tenant or such guarantor within thirty (30) days, or (vi) any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days; or

19.1.4 **Specific Failure Events.** The failure by Tenant to observe or perform according to the provisions of Articles 5, 14, 17 or 18 where such failure continues for more than five (5) business days after notice from Landlord; or

19.1.5 **Failure to Commence Business.** Tenant's failure to commence business by the Lease Commencement Date or such extended date as mutually agreed upon by Landlord and Tenant; or

19.1.6 **Notice Periods.** The notice periods provided in this Article 19 are in lieu of, and not in addition to, any notice periods provided by law.

19.2 **Remedies Upon Default.** Upon the occurrence of any event of default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct, separate and cumulative), the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

19.2.1 **Termination.** Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrears in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefrom, and Landlord may recover from Tenant the following:

(a) **The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus**

(b) **The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus**

(c) **The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus**

(d) **Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and**

(e) **At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by Applicable Laws.**

The term “rent” as used in this Section 19.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Sections 19.2.1(a) and (b), above, the “worth at the time of award” shall be computed by allowing interest at the Interest Rate. As used in Section 19.2.1(c), above, the “worth at the time of award” shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

19.2.2 **Continue Lease.** Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessee may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

19.2.3 **Equitable Relief.** Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Sections 19.2.1 and 19.2.2, above, or any law or other provision of this Lease), without prior demand or notice except as required by Applicable Laws, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

19.3 **No Release of Tenant.** No re-entry or repossession, repairs, maintenance, changes, alterations and additions, reletting, appointment of a receiver to protect Landlord's interests hereunder, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant. Tenant hereby irrevocably waives any right otherwise available under any law to redeem or reinstate this Lease.

19.4 **Landlord Default.** Notwithstanding anything to the contrary set forth in this Lease, Landlord shall be in default in the performance of any obligation required to be performed by Landlord pursuant to this Lease if Landlord fails to perform such obligation within thirty (30) days after the receipt of notice from Tenant specifying in detail Landlord's failure to perform; provided, however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be in default under this Lease if it shall
commence such performance within such thirty (30) day period and thereafter diligently pursue the same to completion. Upon any such default by Landlord under this Lease, Tenant may, except as otherwise specifically provided in this Lease to the contrary, exercise any of its rights provided at law or in equity, but shall not have the right to terminate this Lease unless such default materially affects Tenant’s ability to use the Premises for the purposes contemplated herein.

19.5 Landlord Exculpation. The liability of Landlord and the Landlord Parties to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Retail Center or the Premises shall be limited solely and exclusively to an amount which is equal to the lesser of (a) the interest of Landlord in the Building or (b) the equity interest Landlord would have in the Building if the Building were encumbered by third-party debt in an amount equal to eighty percent (80%) of the value of the Building (as such value is determined by Landlord), provided that in no event shall such liability extend to any sales or insurance proceeds received by Landlord or the Landlord Parties in connection with the Retail Center, Building or Premises. Neither Landlord, nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. The limitations of liability contained in this Section 19.5 shall inure to the benefit of Landlord, Landlord's and the Landlord Parties' present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), or trustee or beneficiary (if Landlord or any partner of Landlord is a trust), have any liability for the performance of Landlord's obligations under this Lease. Notwithstanding any contrary provision herein, neither Landlord nor the Landlord Parties shall be liable under any circumstances for injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, or any consequential damage, in each case, however occurring. Notwithstanding anything to the contrary contained elsewhere herein, and notwithstanding Landlord's and/or its Affiliates' negligence (whether active or passive) or breach of this Lease, Landlord and its Affiliates shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or Personal Property of Tenant, its employees, invitees, customers, agents or contractors or any other person in or about the Premises, except to the extent that such damage or loss is caused by Landlord's and/or its Affiliates' gross negligence or willful misconduct not otherwise covered by the insurance Tenant is required to carry, or the insurance Tenant actually carries (but in no event will Landlord be responsible for lost profits or any other consequential damages arising from any cause whatsoever).

ARTICLE 20

COVENANT OF QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all of the covenants, terms and conditions herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

ARTICLE 21

Intentionally Deleted.

ARTICLE 22

PROHIBITED PERSONS; OFAC

The following shall not apply to the City of Inglewood as tenant, but shall apply to any other party as Tenant:

Neither Tenant nor any of its affiliates, nor any of their respective members, partners or other equity holders, and none of their respective officers, directors or managers is, nor prior to or during the Lease Term, will they become a person or entity with whom U.S. persons or entities are restricted from doing business under (a) the Patriot Act (as defined below), (b) any other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including any “blocked” person or entity listed in the Annex to Executive Order Nos. 12947, 13099 and 13224 and any modifications thereto or thereof or any other person or entity named on OFAC’s Specially Designated Blocked Persons List) or (c) any other U.S. statute, Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action (collectively, "Prohibited Persons"). Prior to and during the Lease Term, Tenant, and to Tenant's knowledge, its employees and any person acting on its behalf shall comply and have at all times fully complied with, and are currently in full compliance with, the Foreign Corrupt Practices Act of 1977 and any other applicable anti-bribery or anti-corruption laws. Tenant is not entering into this Lease, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. As used herein, "Patriot Act" shall mean the USA Patriot Act
of 2001, 107 Public Law 56 (October 26, 2001) and all other statutes, orders, rules and regulations of the U.S. government and its various executive departments, agencies and offices interpreting and implementing the Patriot Act.

ARTICLE 23

SIGNS

Landlord shall provide and maintain signage identifying the Tenant as lessee of the Premises. Tenant shall not install any other signage.

ARTICLE 24

COMPLIANCE WITH LAW

24.1 Applicable Laws. Landlord shall comply with all Applicable Laws relating to the Base Building. Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any Applicable Laws. At its sole expense, Tenant shall promptly comply with all Applicable Laws (including the making of any alterations to the Premises required by Applicable Laws). Should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, then Tenant agrees, at its sole expense, to comply promptly with such standards or regulations.

24.2 Inspection. For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist (CASp). As required by Section 1938(e) of the California Civil Code, Landlord hereby states as follows:

“A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

24.3 Tenant’s Expense. In furtherance of the foregoing, Landlord and Tenant hereby agree as follows: (i) any CASp inspection requested by Tenant shall be conducted, at Tenant’s sole expense, by a CASp designated by Landlord, subject to Landlord’s reasonable rules and requirements; (ii) Tenant, at its sole expense, shall be responsible for making any improvements or repairs within the Premises to correct violations of construction-related accessibility standards; and (iii) if anything done by or for Tenant in its use or occupancy of the Premises shall require any improvements or repairs to the Building, the Retail Center or the Project (outside the Premises) to correct violations of construction-related accessibility standards, then Tenant shall reimburse Landlord upon demand, as Additional Rent, for the cost to Landlord of performing such improvements or repairs.

ARTICLE 25

LATE CHARGES

25.1 Payment by Tenant. If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord’s designee when due, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount; provided, however, with regard to the first such failure in any twelve (12) month period, Landlord will waive such late charge to the extent Tenant cures such failure within five (5) City business days following Tenant’s receipt of written notice from Landlord that the same was not received when due. The late charge shall constitute Additional Rent. Landlord’s right to receive late charges shall be in addition to all of Landlord’s other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord’s remedies in any manner.

25.2 Interest. In addition to late charges, any Rent or other amounts owing hereunder that are not paid within ten (10) days after the date they are due shall bear interest from the date when due until paid at the “Interest Rate.” For purposes of this Lease, the “Interest Rate” shall be an annual rate equal to the lesser of (i) twelve percent (12%) per annum, and (ii) the highest rate permitted by Applicable Laws.

25.3 Application of Payments. Landlord shall have the right to apply payments received from Tenant pursuant to this Lease, regardless of Tenant’s designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord, in its sole discretion, may elect.
ARTICLE 26

LANDLORD'S RIGHT TO CURE DEFAULT

All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole expense and without any reduction of Rent (except as otherwise provided herein). If Tenant shall fail to perform any of its obligations under this Lease within a reasonable time after such performance is required by the terms of this Lease, Landlord may, but shall not be obligated to, after at least five (5) City business days' prior notice to Tenant (or such lesser time as is practicable if there is danger of injury to persons or damage to property in Landlord's good faith belief), make any such payment or perform any such act on Tenant's part without waiving its right based upon any default of Tenant and without releasing Tenant from any obligations hereunder. Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, within thirty (30) days after delivery by Landlord to Tenant of an invoice, sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedy by Landlord of Tenant's defaults pursuant to the provisions of this Article 26.

ARTICLE 27

ENTRY BY LANDLORD

27.1 Right to Enter. Landlord reserves the right at all reasonable times and upon reasonable notice to Tenant to enter the Premises to (i) alter, improve or repair the Premises or the Building if necessary to comply with the Code or other Applicable Laws, or for structural alterations, repairs or improvements to the Building; (ii) perform services required of Landlord; and (iii) perform covenants of Tenant that Tenant fails to perform.

27.2 Emergencies. In an emergency, Landlord shall have the right to use any means that Landlord may deem proper to open the doors in and to the Premises for access.

27.3 No Liability. Any entry into the Premises in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises, nor shall such entry subject Landlord to any liability or damages or entitle Tenant to any abatement of Rent.

ARTICLE 28

PARKING

28.1 Tenant Parking. Landlord shall provide four (4) striped parking spaces within the Project's parking facilities (the "Tenant Parking Spaces") for Tenant's exclusive use for non-personal vehicles. Other than with respect to the Tenant Parking Spaces, Tenant's employees shall be permitted to park, on a non-exclusive basis, only in those certain portions of the Project's parking facilities (if any) specifically designated from time to time by Landlord or the Project Association as parking areas for Tenant's employees, and only to the extent that such parking is then available at any given time. Notwithstanding anything herein to the contrary (but with the exception of the Tenant Parking Spaces), Landlord or the Project Association may from time to time in connection with "Special Events," as such term is defined in Section 29.22 below, require Tenant's employees to park in alternative areas within the Project designated by Landlord or the Project Association. Landlord shall provide and maintain a charging system for three-wheeled and two-wheeled personal transport vehicles in the Project's parking facilities.

28.2 Parking Rules. Tenant's right to use the Project's parking facilities is conditioned upon Tenant abiding by all reasonable rules and regulations which are prescribed from time to time for the orderly operation and use of the parking facilities, including any sticker or other identification system established by Landlord or the Project Association, any limit on the maximum number of parking passes that may be used by Tenant, and Tenant not being in breach of any provision of this Lease.

28.3 Changes and Restrictions. Landlord and the Project Association specifically reserve the right to change the size, configuration, design, layout and all other aspects of the Project's parking facilities at any time. Tenant acknowledges and agrees that Landlord or the Project Association may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the Project's parking facilities for purposes of permitting or facilitating any construction, alteration or improvements.

28.4 Parking Program. Landlord or the Project Association may, at any time, utilize tandem parking stalls, "stack" parking, valet parking, access or revenue controls or other parking programs within the parking facilities, including a parking fee and validation program (collectively referred to herein as a "Parking Program"), and Tenant shall comply and cause its employees to comply with any such Parking Program.

28.5 No Monetary Benefit to Tenant. In no event shall Tenant be entitled to any revenue, profit sharing or other monetary benefit from any Parking Program.

28.6 Tenant Employees. Tenant shall, promptly following request therefor, furnish Landlord and the Project Association with a list of the vehicle license numbers of its employees. If Tenant's employees park in any areas of the parking facilities that are not designated by Landlord or the Project Association for their use, Landlord may charge Tenant, as Additional Rent, and Tenant agrees to pay, One Hundred Dollars ($100) per day for each day
or partial day each such vehicle is parked in such areas, which amount shall be payable to Landlord within ten (10) City business days following written demand.

28.7 Enforcement Authorization. Tenant authorizes Landlord and the Project Association, at Tenant’s sole expense, to tow away any vehicle belonging to Tenant or its employees parked in violation of these provisions, or to attach violation stickers or notices to such vehicle. In addition, Tenant shall indemnify, defend and hold Landlord and the Project Association harmless from and against any and all claims of the employee and/or owner of the vehicle towed. Landlord or the Project Association may delegate its responsibilities hereunder to a parking operator, in which case such parking operator shall have all the rights of control attributed hereby to the Landlord and the Project Association.

28.8 Special Event Parking. Tenant hereby acknowledges that the Project’s parking facilities may be utilized for “Special Events,” as such term is defined in Section 29.22 below, which may result in intensive and high volume uses of the Project and its parking facilities. In order to facilitate such use, the Project’s parking facilities may be temporarily restricted during Special Events, including, without limitation, Landlord’s implementation of the following: (i) intentionally deleted; (ii) restricted paths of travel and access; and (iii) increased parking rates during Special Events. Tenant hereby acknowledges that Landlord shall have the ability to impose conditions and restrictions for Special Events, as determined by Landlord in its sole discretion, and that Landlord shall have no liability to Tenant in connection with any such alternative use of the Project’s parking facilities; provided, however, that notwithstanding the foregoing Tenant shall always have access to the Tenant Parking Spaces.

ARTICLE 29
MISCELLANEOUS PROVISIONS

29.1 Binding Effect. Subject to all other provisions of this Lease, each of the covenants, conditions and provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, personal representatives, successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 14.

29.2 No Air Rights. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Project, the same shall be without liability to Landlord and without any reduction or diminution of Tenant’s obligations under this Lease.

29.3 Modification of Lease. Should any current or prospective mortgagee or ground lessor for the Building or Project require a modification of this Lease, which modification will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then, Tenant agrees that this Lease may be so modified and agrees to execute, acknowledge when requested and deliver whatever documents are reasonably required within ten (10) days following request.

29.4 Transfer of Landlord’s Interest. Landlord shall have the unrestricted right to transfer all or any portion of its interest in the Building, the Retail Center, the Project and/or in this Lease. In the event of any transfer by Landlord of its interest in this Lease, Landlord shall promptly provide written notice to Tenant, and automatically be released from all liability under this Lease first accruing after the date of such transfer, Tenant agrees to look solely to Landlord’s transferee for the performance of Landlord’s obligations hereunder accruing after the date of transfer, and Tenant shall atom to such transferee.

29.5 Time of Essence/City Business Days. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor. Unless the context otherwise requires, references to “days” shall refer to calendar days except if such references are to “City business days” which shall mean days that are not Saturday, Sunday, a legal holiday, or days on which Inglewood City Hall is closed for business to the general public. Notwithstanding the foregoing, if any period terminates on a Saturday, Sunday, a day on which Inglewood City is closed for general business to the public a legal holiday, under the laws of the State of California, the termination of such period shall be on the next succeeding City business day.

29.6 Partial Invalidity. If any term contained in this Lease shall be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

29.7 Substitution of Other Premises. Landlord shall have the right to move Tenant to other space in the Project comparable to the Premises, and all terms hereof shall apply to the new space with equal force. In such event, (i) Landlord shall give Tenant (including the Chief of Police) at least one hundred twenty (120) days prior written notice of such relocation, including the location of the new premises; (ii) Landlord, at no expense to Tenant, shall pay for and construct the new police storefront facility meeting the same requirements as set forth on Exhibit C as Landlord’s Work and obtains a certificate of occupancy for the new premises at least fifteen days before relocation occurs, and (iii) Landlord, at no expense to Tenant, shall pay Tenant’s actual moving costs for transferring equipment and materials to the new premises. In order to ensure a smooth transition and relocation, the parties shall coordinate and cooperate with each other during such relocation. Simultaneously with such relocation of the

HOLLYWOOD PARK RETAIL CENTER
[[Inset Tenant Name]]
Premises, the parties shall immediately execute an amendment to this Lease stating and providing for the relocation of the Premises.

29.8 Entire Agreement; Modifications; Interpretation. There are no oral agreements between the parties hereto affecting this Lease or the subject matter of this Lease, and this Lease constitutes the parties' entire agreement and understanding with respect to the leasing of the Premises. This Lease supersedes and replaces any and all previous negotiations, arrangements, brochures, letters of intent, agreements and understandings, if any, whether verbal or in writing, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter of this Lease, and none thereof shall be used to interpret or construe this Lease.

29.8.1 Only Written Modification. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed and delivered by the parties.

29.8.2 No Presumptions. Any deletion or modification of any language in any draft of this Lease prior to its execution by the parties shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse of any deleted language.

29.8.3 Rules of Interpretation. The parties acknowledge and agree that each has participated in the negotiation and drafting of this Lease; therefore, in the event of an ambiguity in, or dispute regarding the interpretation of, this Lease, the interpretation of this Lease shall not be resolved by any rule of interpretation providing for interpretation against the party who caused the uncertainty to exist or against the draftsmen.

29.8.4 References to this Agreement. All references herein to articles, sections, headings, exhibits or initially capitalized defined terms shall, unless explicitly stated otherwise, mean articles, sections, headings, exhibits and initially capitalized defined terms set forth in this Lease. All references to this Lease include all exhibits, including, without limitation, the Work Letter.

29.8.5 Headings for Convenience. All headings and captions used herein are for convenience only and shall not be used in the interpretation or construction of this Agreement.

29.9 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform any provision of this Lease, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease, is referred to herein as a “Force Majeure.”

29.9.1 Delay Period. Notwithstanding anything to the contrary contained in this Lease, if the occurrence of a Force Majeure causes the delay by a party of its performance of an obligation under this Lease (other than payment of Rent by Tenant), such occurrence shall excuse such performance for a period (the “Delay Period”) equal to the duration of any such Force Majeure. Without limiting the foregoing, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the number of days of the Delay Period caused by a Force Majeure.

29.9.2 Intentionally deleted.

29.9.3 Notice of Delay. The party delayed by a Force Majeure shall use reasonable efforts to give the other party written notice of such delay within ten days of the commencement of any Force Majeure.

29.10 Waiver of Redemption by Tenant. Tenant hereby waives, for Tenant and for all those claiming under Tenant, any and all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant’s right of occupancy of the Premises after any termination of this Lease.

29.11 Notices. All notices, demands, statements or communications (collectively, “Notices”) given or required to be given by either party to the other hereunder, or to a mortgagee, ground or underlying lessor, shall be in writing, shall be (A) delivered by a nationally recognized overnight courier, or (B) delivered personally. Any such Notice shall be delivered (i) to Tenant at the address set forth in Section 1 of the Basic Provisions, or to such other place as Tenant may from time to time designate in a Notice to Landlord, or (ii) to Landlord and its counsel at the addresses set forth in Section 1 of the Basic Provisions, or to such other places as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given one (1) business day after delivery to a nationally recognized overnight carrier or, if delivered personally, when actually delivered. If Tenant is notified of the identity and address of Landlord’s mortgagee or ground or underlying lessor, Tenant shall give to such mortgagee or ground or underlying lessor written notice of any default by Landlord under the terms of this Lease in the manner specified herein. A mortgagee, ground or underlying lessor receiving a notice of a default by Landlord shall have a reasonable opportunity to cure such default (but in no event less than thirty (30) days following such mortgagee or ground or underlying lessor’s receipt of such notice) prior to Tenant’s exercising any remedy available to Tenant. The party delivering Notice shall use commercially reasonable efforts to provide a courtesy copy of each such Notice to the receiving party via electronic mail, but the failure of such electronic delivery shall not affect the validity of any Notice properly delivered either personally or by a nationally recognized courier.

29.12 Intentionally deleted.

29.13 Attorneys’ Fees. In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys’ fees,
incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment. In the event of any bankruptcy filing by Tenant or its affiliates that results in Landlord incurring costs and expenses, including attorneys’ fees, Landlord shall be entitled to reimbursement by Tenant of such attorneys’ fees, costs and expenses. The amount of such fees, costs and expenses shall be as determined by any court or other tribunal having jurisdiction, including matters on appeal.

29.14 Governing Law; Judicial Reference. This Lease shall be governed, construed and enforced in accordance with the laws of the State of California.

(a) THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS LEASE. IF THE JURY WAIVER PROVISIONS OF THIS SECTION 29.14 ARE NOT ENFORCEABLE UNDER CALIFORNIA LAW, THEN THE FOLLOWING PROVISIONS SHALL APPLY. IT IS THE DESIRE AND INTENTION OF THE PARTIES TO AGREE UPON A MECHANISM AND PROCEDURE UNDER WHICH CONTROVERSIES AND DISPUTES ARISING OUT OF THIS LEASE OR RELATED TO THE PREMISES WILL BE RESOLVED IN A PROMPT AND EXPEDITIOUS MANNER. ACCORDINGLY, EXCEPT WITH RESPECT TO ACTIONS FOR UNLAWFUL OR FORCIBLE DETAINER OR WITH RESPECT TO THE PREJUDGMENT REMEDY OF ATTACHMENT, OR AS STATED IN THE LAST SENTENCE OF THIS SECTION 29.14, ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER (AND/OR AGAINST ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBSIDIARIES OR AFFILIATED ENTITIES) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT’S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, SHALL BE HEARD AND RESOLVED BY A REFEREE UNDER THE PROVISIONS OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, SECTIONS 638 — 645.1, INCLUSIVE (AS SAME MAY BE AMENDED, OR ANY SUCCESSOR STATUTE(S) THERETO) (THE “REFEREE SECTIONS”).

(b) ANY FEE TO INITIATE THE JUDICIAL REFERENCE PROCEEDINGS AND ALL FEES CHARGED AND COSTS INCURRED BY THE REFEREE SHALL BE PAID BY THE PARTY INITIATING SUCH PROCEEDURE (EXCEPT THAT IF A REPORTER IS REQUESTED BY EITHER PARTY, THEN A REPORTER SHALL BE PRESENT AT ALL PROCEEDINGS WHERE REQUESTED AND THE FEES OF SUCH REPORTER — EXCEPT FOR COPIES ORDERED BY THE OTHER PARTIES — SHALL BE BORNE BY THE PARTY REQUESTING THE REPORTER); PROVIDED HOWEVER, THAT ALLOCATION OF THE COSTS AND FEES, INCLUDING ANY INITIATION FEE, OF SUCH PROCEEDING SHALL BE ULTIMATELY DETERMINED IN ACCORDANCE WITH SECTION 29.13.

(c) THE VENUE OF THE PROCEEDINGS SHALL BE IN THE COUNTY IN WHICH THE PREMISES ARE LOCATED.

(d) WITHIN TEN (10) DAYS OF RECEIPT BY ANY PARTY OF A WRITTEN REQUEST TO RESOLVE ANY DISPUTE OR CONTROVERSY PURSUANT TO THIS SECTION 29.14, THE PARTIES SHALL AGREE UPON A SINGLE REFEREE WHO SHALL TRY ALL ISSUES, WHETHER OF FACT OR LAW, AND REPORT A FINDING AND JUDGMENT ON SUCH ISSUES AS REQUIRED BY THE REFEREE SECTIONS. IF THE PARTIES ARE UNABLE TO AGREE UPON A REFEREE WITHIN SUCH TEN (10) DAY PERIOD, THEN ANY PARTY MAY THEREAFTER FILE A LAWSUIT IN THE COUNTY IN WHICH THE PREMISES ARE LOCATED FOR THE PURPOSE OF APPOINTMENT OF A REFEREE UNDER THE REFEREE SECTIONS. IF THE REFEREE IS APPOINTED BY THE COURT, THE REFEREE SHALL BE A NEUTRAL AND IMPARTIAL RETIRED JUDGE WITH SUBSTANTIAL EXPERIENCE IN THE RELEVANT MATTERS TO BE DETERMINED, FROM JAMS, THE AMERICAN ARBITRATION ASSOCIATION OR SIMILAR MEDIATION/ARBITRATION ENTITY.

(e) THE PROPOSED REFEREE MAY BE CHALLENGED BY ANY PARTY FOR ANY OF THE GROUNDS LISTED IN THE REFEREE SECTIONS.

(f) THE REFEREE SHALL HAVE THE POWER TO DECIDE ALL ISSUES OF FACT AND LAW AND REPORT HIS OR HER DECISION ON SUCH ISSUES, AND TO ISSUE ALL RECOGNIZED REMEDIES AVAILABLE AT LAW OR IN EQUITY FOR ANY CAUSE OF ACTION THAT IS BEFORE THE REFEREE, INCLUDING AN AWARD OF ATTORNEYS’ FEES AND COSTS IN ACCORDANCE WITH THIS LEASE. THE REFEREE SHALL NOT, HOWEVER, HAVE THE POWER TO AWARD PUNITIVE DAMAGES, NOR ANY OTHER DAMAGES WHICH ARE NOT PERMITTED BY THE EXPRESS PROVISIONS OF THIS LEASE, AND THE PARTIES HEREBY WAIVE ANY RIGHT TO RECOVER ANY SUCH DAMAGES.

(g) THE PARTIES SHALL BE ENTITLED TO CONDUCT ALL DISCOVERY AS PROVIDED IN THE CALIFORNIA CODE OF CIVIL PROCEDURE, AND THE REFEREE SHALL OVERSEE DISCOVERY AND MAY ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE, WITH RIGHTS TO REGULATE DISCOVERY AND TO ISSUE AND ENFORCE

HOLLYWOOD PARK RETAIL CENTER
([[Insert Tenant Name]])
SUBPOENAS, PROTECTIVE ORDERS AND OTHER LIMITATIONS ON DISCOVERY AVAILABLE UNDER
CALIFORNIA LAW.

(h) THE REFERENCE PROCEEDING SHALL BE CONDUCTED IN
ACCORDANCE WITH CALIFORNIA LAW (INCLUDING THE RULES OF EVIDENCE), AND IN ALL
REGARDS, THE REFEREE SHALL FOLLOW CALIFORNIA LAW APPLICABLE AT THE TIME OF THE
REFERENCE PROCEEDING. THE PARTIES SHALL PROMPTLY AND DILIGENTLY COOPERATE WITH
ONE ANOTHER AND THE REFEREE AND SHALL PERFORM SUCH ACTS AS MAY BE NECESSARY TO
OBTAIN A PROMPT AND EXPEDITIOUS RESOLUTION OF THE DISPUTE OR CONTROVERSY IN
ACCORDANCE WITH THE TERMS OF THIS SECTION 29.14. IN THIS REGARD, THE PARTIES AGREE
THAT THE PARTIES AND THE REFEREE SHALL USE BEST EFFORTS TO ENSURE THAT
A DISCOVERY BE CONDUCTED FOR A PERIOD NO LONGER THAN SIX (6) MONTHS FROM THE
DATE THE REFEREE IS APPOINTED, EXCLUDING MOTIONS REGARDING DISCOVERY, AND (3) A
TRIAL DATE BE SET WITHIN NINE (9) MONTHS OF THE DATE THE REFEREE IS APPOINTED.

(i) IN ACCORDANCE WITH SECTION 644 OF THE CALIFORNIA CODE OF
CIVIL PROCEDURE, THE DECISION OF THE REFEREE UPON THE WHOLE ISSUE MUST STAND AS THE
DECISION OF THE COURT, AND UPON THE FILING OF THE STATEMENT OF DECISION WITH THE
CLERK OF THE COURT, OR WITH THE JUDGE IF THERE IS NO CLERK, JUDGMENT MAY BE ENTERED
THEREON IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT.

(j) ANY DECISION OF THE REFEREE AND/OR JUDGMENT OR OTHER
ORDER ENTERED THEREON SHALL BE APPEALABLE TO THE SAME EXTENT AND IN THE SAME
MANNER THAT SUCH DECISION, JUDGMENT, OR ORDER WOULD BE APPEALABLE IF RENDERED BY
A JUDGE OF THE SUPERIOR COURT IN WHICH VENUE IS PROPER HEREUNDER. THE REFEREE SHALL
IN HIS/HER STATEMENT OF DECISION SET FORTH HIS/HER FINDINGS OF FACT AND CONCLUSIONS
OF LAW.

(k) THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE
SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH THE CODE OF CIVIL PROCEDURE.

(l) NOTHING IN THIS SECTION 29.14 SHALL PREJUDICE THE RIGHT OF ANY
PARTY TO OBTAIN PROVISIONAL RELIEF OR OTHER EQUITABLE REMEDIES FROM A COURT OF
COMPETENT JURISDICTION AS SHALL OTHERWISE BE AVAILABLE UNDER THE CODE OF CIVIL
PROCEDURE AND/OR APPLICABLE COURT RULES.

29.15 Brokers. Each of Landlord and Tenant warrants to the other that such party has had no dealings
with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate
brokers or agents specified in Section K of the Basic Provisions (if any) (the "Brokers"), and that such party knows of
no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party
agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims,
demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable
attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account
of any dealings with any real estate broker or agent, other than the Brokers, occurring by, through, or under the
indemnifying party.

29.16 Counterparts; Signatures. This Lease may be executed in counterparts with the same effect as
if both parties hereto had executed the same document. The parties hereto consent and agree that this Lease may be
signed and/or transmitted by facsimile, e-mail of a .pdf document or electronic signature technology (e.g., via
DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as
effective to bind the party so signing as a paper copy bearing such party’s handwritten signature. The parties further
consent and agree that (i) to the extent a party signs this Lease using electronic signature technology, by clicking
"SIGN", such party is signing this Lease electronically, and (ii) the electronic signatures appearing on this Lease shall
be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

29.17 Confidentiality. Tenant acknowledges that the contents of this Lease and any related documents
are confidential information. Tenant shall keep such confidential information strictly confidential and shall not
disclose such confidential information to any person or entity other than Tenant's financial, legal, and space planning
consultants.

29.18 Development of the Project.

29.18.1 Subdivision. Landlord reserves the right to further subdivide all or a portion of the Project
subject to applicable City code and/or requirements. Tenant agrees to execute, acknowledge where appropriate and
deliver, upon demand by Landlord and in the form requested by Landlord, any additional documents needed to
conform this Lease to the circumstances resulting from such subdivision.

29.18.2 The Other Improvements. If portions of the Project or property adjacent to the Project
(collectively, the "Other Improvements") are owned by an entity other than Landlord, Landlord, at its option, may
enter into an agreement with the owner or owners of any or all of the Other Improvements to provide (i) for reciprocal
rights of access and/or use of the Project and the Other Improvements, (ii) for the common management, operation,
maintenance, improvement and/or repair of all or any portion of the Project and the Other Improvements. (iii) for the allocation of a portion of the Direct Expenses to the Other Improvements and the operating expenses and taxes for the Other Improvements to the Project; and (iv) for the use or improvement of the Other Improvements and/or the Project in connection with the improvement, construction, and/or excavation of the Other Improvements and/or the Project. Nothing contained herein shall be deemed or construed to limit or otherwise affect Landlord's right to convey all or any portion of the Project or any other of Landlord's rights described in this Lease.

29.18.3 Construction of Project and Other Improvements. Tenant acknowledges that portions of the Project and/or the Other Improvements may be under construction following Tenant's occupancy of the Premises including, without limitation, expanding or reducing the Retail Center from time to time in connection with Phase I, Phase II and other retail areas within the Project, as may be determined by Landlord in its sole discretion, and in connection with any such construction, Landlord or the Project Association may, among other things, erect scaffolding or other necessary structures in the Building, limit or eliminate access to portions of the Project, including portions of the Common Areas, or perform work in the Building and Common Areas, which work may create noise, dust or leave debris in the Building and Common Areas and that such construction may result in levels of noise, dust, obstruction of access, etc. which are in excess of that present in a fully constructed project. Tenant hereby waives any and all rent offsets or claims of constructive eviction which may arise in connection with such construction.

29.18.4 Renovations. Landlord or the Project Association may during the Lease Term construct, renovate, improve, alter, or modify (collectively, the "Renovations") the Project, the Building and/or the Premises, and in connection with any Renovations, Landlord or the Project Association may, among other things, erect scaffolding or other necessary structures in the Building, limit or eliminate access to portions of the Project, including portions of the Common Areas, or perform work in the Building and Common Areas, which work may create noise, dust or leave debris in the Building and Common Areas. Tenant hereby agrees that such Renovations and Landlord's and the Project Association's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent or damages from Landlord or the Project Association.

29.19 Hazardous Substances. Tenant shall not cause or permit any hazardous materials or substances to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises or the Project by Tenant, its agents, employees, contractors, affiliates, sublessees or invitees. However, notwithstanding the preceding sentence, Landlord agrees that Tenant may use, store and properly dispose of commonly available household cleaners and chemicals to maintain the Premises and Tenant's routine operations (such as printer toner and copier toner), in accordance with Applicable Laws. At any time following Tenant's receipt of a request from Landlord, Tenant shall promptly complete an "environmental questionnaire" using the form then provided by Landlord.

29.20 No Discrimination. Tenant covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Tenant, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, sex, religion, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, or enjoyment of the Premises, nor shall Tenant itself, or any person claiming under or through Tenant, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the Premises.

29.21 Project Identification. Tenant shall not use, publish or distribute any pictorial or other representation of the Project, or its name or logo, by any means, without the prior written consent of Landlord. Tenant shall not, without the prior written consent of Landlord, use the words "Hollywood Park" (except that Tenant may use "Hollywood Park" in connection with identifying the address of the business conducted by Tenant in the Premises), nor shall Tenant do or permit the doing of anything in connection with Tenant's business or advertising that may confuse or mislead the public as to the relationship between Landlord and Tenant.

29.22 Special Events. Tenant hereby acknowledges that the Project consists of certain unique entertainment venues and other improvements that will result in certain portions of the Project being utilized from time to time for special events including, without limitation, professional football games, the Olympic Games, the World Cup, the Super Bowl, collegiate or other athletic tournaments, awards shows, conventions, outdoor markets, promotional events and filming (collectively, "Special Events"). The occurrence of any Special Events may result in modified or otherwise particularly intensive uses of the Project, such as queuing of visitors within certain portions of the Common Areas, intensive uses and traffic, increased security measures, presence of emergency personnel, and temporarily closed or restricted access to Common Areas, parking areas and paths of travel within the Project (including, without limitation, areas located immediately adjacent to the Premises). Tenant hereby acknowledges the importance of such Special Events for the Project and agrees to cooperate with Landlord and any third parties as necessary for coordinating and conducting any Special Events. Tenant expressly waives any and all claims for (i) Rent offsets, (ii) constructive eviction, or (iii) damages or other remedy of any kind whatsoever as a consequence of the occurrence of Special Events, or which may otherwise arise in connection with such Special Events and Landlord's implementation thereof.

29.23 Intentionally deleted.

29.24 Satellite. Tenant shall not be permitted to install any satellite dish or antenna on the roof of the Project except during such emergency situations requiring such installation.
IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

TENANT:
CITY OF INGLEWOOD

__________________________
James T. Butts, Jr.
Mayor

ATTEST:

__________________________
Aisha Thompson,
City Clerk

APPROVED AS TO FORM:
Kenneth R. Campos
City Attorney

__________________________
Kenneth R. Campos

LANDLORD:

HOLLYWOOD PARK RETAIL / 
COMMERCIAL INVESTORS, LLC, 
a Delaware limited liability company

By: ______________________
 Name: ____________________
 Title: ____________________

APPROVED
Kane Ballmer & Berkman
City Special Counsel

__________________________
Royce K. Jones
The purpose of this Exhibit is to show the approximate configuration of the Retail Center within the Project. It shall not be deemed to be a warranty, representation or agreement on the part of Landlord that the Retail Center or Project will be, or will remain, as depicted hereon, or that the tenants shown hereon (if any) are now, or will be, in occupancy at any time during the Lease Term.
The purpose of this Exhibit is to show the approximate configuration and location of the Premises within the Building. It shall not be deemed to be a warranty, representation or agreement on the part of Landlord that the Premises will be, or will remain, as depicted hereon, or that the tenants shown hereon (if any) are now, or will be, in occupancy at any time during the Lease Term.
The purpose of this Exhibit is to show the approximate configuration and location of the Project. It shall not be deemed to be a warranty, representation or agreement on the part of Landlord that the Project will be, or will remain, as depicted hereon, or that the tenants shown hereon (if any) are now, or will be, in occupancy at any time during the Lease Term.
EXHIBIT B

OPERATING EXPENSE DEFINITIONS AND CALCULATION PROCEDURES

Until the City Revenue Hurdle is achieved, Tenant shall not be obligated to pay any Operating Expenses or Utilities Costs as part of Direct Expenses, without limiting Tenant’s obligation to pay Tenant’s Share of Tax Expenses. From and after the date the City Revenue Hurdle is achieved, Tenant shall pay Tenant’s Share of all Direct Expenses as defined below, including Operating Expenses and Utilities Costs.

1.1 Definitions of Key Terms Relating to Additional Rent. As used in this Exhibit B, the following terms shall have the meanings hereinafter set forth:

1.1.1 “Direct Expenses” shall mean (i) “Operating Expenses,” “Tax Expenses” and “Utilities Costs” attributable to the Retail Center and the Retail Center Common Areas and (ii) those portions of the “Operating Expenses,” “Tax Expenses” and “Utilities Costs” attributable to the Project Common Areas that are allocated to the Retail Center pursuant to the Project Declaration.

1.1.2 “Expense Year” shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires, provided that Landlord, upon written notice to Tenant, may change the Expense Year from time to time to any other twelve (12) consecutive month period, and, in the event of any such change, Tenant’s Share of Direct Expenses shall be equitably adjusted for any Expense Year involved in any such change.

1.1.3 “Operating Expenses” shall mean all expenses, costs and amounts of every kind and nature which Landlord pays or accrues during any Expense Year (whether directly, or indirectly as assessments under the Project Declaration) because of or in connection with the ownership, management, maintenance, security, repair, replacement, renovation, restoration or operation of the Retail Center, the Retail Center Common Areas and the Project Common Areas (collectively, the “Shared Expenses Areas”), or any portion thereof, in accordance with sound real estate management and accounting practices, consistently applied. Without limiting the generality of the foregoing, Operating Expenses shall specifically include any and all of the following:

(a) the cost of operating, repairing, replacing, maintaining, renovating and restoring the utility, telephone, mechanical, sanitary, grease traps, storm drainage, and escalator and elevator systems, and the cost of maintenance and service contracts and equipment therewith;

(b) the cost of licenses, certificates, permits and inspections and the cost of contesting any governmental enactments which may affect Operating Expenses, and the costs incurred in connection with a governmental mandated transportation system management program or similar program, or any valet and/or employee transportation to offsite parking provided by Landlord or the Project Association;

(c) the cost of all insurance carried or paid for by Landlord or the Project Association in connection with the Shared Expense Areas;

(d) the cost of landscaping, relamping, and all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Shared Expense Areas, or any portion thereof;

(e) costs incurred in connection with the parking areas servicing the Shared Expense Areas;

(f) fees and other costs, including management fees (including a Project management fee equal to fifteen percent (15%) of Tenant’s Share of Direct Expenses), reasonable consulting fees, legal fees and accounting fees, of all contractors and consultants in connection with the management, operation, maintenance, replacement, renovation, repair and restoration of the Shared Expense Areas;

(g) payments under any equipment rental agreements and the fair rental value of any management office space;

(h) wages, salaries and other compensation and benefits, including taxes levied thereon, of all persons (other than persons generally considered to be higher in rank than the position of “Senior Asset Manager”) engaged in the operation, maintenance and security of the Shared Expense Areas;

(i) costs under any instrument pertaining to the sharing of costs by the Shared Expense Areas;

(j) operation, repair, maintenance, renovation, replacement and restoration of all systems and equipment and components thereof of the Shared Expense Areas;

(k) the cost of janitorial, alarm, security, cable, wireless internet and other services, replacement, renovation, restoration and repair of wall and floor coverings, ceiling tiles and fixtures in Common Areas,

EXHIBIT B

-1-
Areas, maintenance, replacement, renovation, restoration and repair of curbs, walkways, plazas and parking areas, repair to roofs and re-roofing;

(1) amortization of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Shared Expense Areas, or any portion thereof (which amortization calculation shall include interest at a commercially reasonable rate as determined in good faith by Landlord;

(m) the cost of capital improvements or other costs incurred in connection with the Shared Expense Areas (A) which are intended to effect economies in the operation or maintenance of the Shared Expense Areas, or any portion thereof, (B) that are required to comply with present or anticipated conservation programs or to otherwise further sustainability measures, (C) which are replacements or modifications of nonstructural items located in the Shared Expense Areas required to keep the Shared Expense Areas in good order or condition, (D) that are required under any governmental law or regulation by a federal, state or local governmental agency, except for capital repairs, replacements or other improvements to remedy a condition existing prior to the Lease Commencement Date which an applicable governmental authority, if it had knowledge of such condition prior to the Lease Commencement Date, would have then required to be remedied pursuant to then-current governmental laws or regulations in their form existing as of the Lease Commencement Date and pursuant to the then-current interpretation of such governmental laws or regulations by the applicable governmental authority as of the Lease Commencement Date or (E) that relate to the safety or security of the Shared Expense Areas or any portion thereof provided, however, that any capital expenditure shall be amortized with interest at the Interest Rate over the shorter of (X) seven (7) years, or (Y) its useful life as Landlord or the Project Association shall reasonably determine in accordance with sound real estate management and accounting practices consistently applied or (Z) with respect to those items included under item (A) above, their recovery/payback period as Landlord or the Project Association or the Building Operator shall reasonably determine in accordance with sound real estate management and accounting practices;

(n) costs, fees, charges or assessments imposed by, or resulting from any mandate imposed on Landlord or the Project Association by, any federal, state or local government for fire and police protection, trash removal, community services, or other services that do not constitute “Tax Expenses” as that term is defined in Section 1.1.4(a);

(o) payments under any easement, license, operating agreement, declaration, restrictive covenant, or instrument pertaining to the sharing of costs by the Building, including the CC&Rs; (vii) costs of maintaining and monitoring LEED Certification, and

(p) costs of any additional services not provided to the Shared Expense Areas as of the Lease Commencement Date but which are thereafter provided by Landlord or the Project Association in connection with its prudent management of the Shared Expense Areas.

1.1.4 Taxes.

(a) “Tax Expenses” shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary (including, without limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Shared Expense Areas, or any portion thereof), which shall be paid or accrued during any Expense Year (without regard to any different fiscal year used by such governmental or municipal authority) because of or in connection with the ownership, leasing and operation of the Shared Expense Areas, or any portion thereof. Tax Expenses shall include, without limitation, any assessment, tax, fee, levy or charge in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged by Tenant and Landlord that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants, and, in further recognition of the decrease in the level and quality of governmental services and amenities. Tax Expenses shall also include any governmental or private assessments or the Shared Expense Area's contribution towards a governmental or private cost-sharing agreement for the purpose of augmenting or improving the quality of services and amenities normally provided by governmental agencies.

(b) Any costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in attempting to protest, reduce or minimize Tax Expenses shall be included in Tax Expenses in the Expense Year such expenses are paid. Refunds of Tax Expenses shall be credited against Tax Expenses and refunded to Tenant regardless of when received, based on the Expense Year to which the refund is applicable, provided that in no event shall the amount to be refunded to Tenant for any such Expense Year exceed the total amount paid by Tenant as Additional Rent under this Exhibit B for such Expense Year. If Tax Expenses for any period during the Lease Term or any extension thereof are increased after payment thereof for any reason, including, without limitation, error or reassessment by applicable governmental or municipal authorities, Tenant shall pay Landlord upon written demand Tenant's Share of any such increased Tax Expenses included by Landlord as Tax Expenses pursuant to this Lease.
Landlord shall have the right, from time to time, to equitably allocate all of the constituent components of Tax Expenses to either of the (i) "improvement" components of Tax Expenses attributable to the then-developed Retail Center (including, without limitation, expanding or reducing the Retail Center from time to time in connection with Phase I, Phase II and other retail areas within the Project, as may be determined by Landlord in its sole discretion) (collectively, "Improvement Components") or (ii) the "land" components of Tax Expenses attributable to the entirety of the Retail Center ("Land Components"), as appropriate. Tax Expenses shall be determined from time-to-time as the sum of the following amounts: (x) the Improvement Components, plus (y) the product of (A) the Land Components, and (B) a fraction, the numerator of which is the total area of that certain portion of the land contained within the then-developed Retail Center (including, without limitation, expanding or reducing the Retail Center from time to time in connection with Phase I, Phase II and other retail areas within the Project, as may be determined by Landlord in its sole discretion), and the denominator of which is total area of the land underlying the entire Retail Center.

1.1.5 "Tenant's Share" shall initially mean the percentage set forth in Section F of the Basic Provisions. Tenant's Share is calculated by dividing the gross leasable area of the Premises by the gross leasable area attributable from time to time to the Retail Center. The current gross leasable area of the Retail Center is set forth in Section B(2) of the Basic Provisions. In the event the gross leasable area of the Retail Center is remeasured or otherwise modified by Landlord in connection with any addition or deletion of buildings (or portions thereof) to or from the Retail Center, Tenant's Share, following written notice to Tenant, shall be appropriately adjusted, and, as to the Expense Year in which such change occurs, Tenant's Share for such Expense Year shall be determined on the basis of the number of days during such Expense Year that each such Tenant's Share was in effect.

1.1.6 "Utilities Costs" shall mean all actual charges and costs for utilities for the Shared Expense Areas which Landlord shall pay or incur during any Expense Year, including, but not limited to, the costs of water, sewer and electricity, and the costs of HVAC (including the cost of electricity to operate the HVAC air handlers) and other utilities (but excluding those charges for which tenants directly reimburse Landlord or otherwise pay directly to the utility company) as well as related fees, assessments and surcharges. If, during all or any part of any Expense Year, Landlord shall not provide any utilities (the cost of which, if provided by Landlord, would be included in Utilities Costs) to a tenant who has undertaken to provide the same instead of Landlord, Utilities Costs shall be deemed to be increased by an amount equal to the additional Utilities Costs which would reasonably have been incurred during such period by Landlord if Landlord had at its own expense provided such utilities to such tenant. Utilities Costs shall include any costs of utilities which are allocated to the Shared Expense Areas under any declaration, restrictive covenant, or other instrument pertaining to the sharing of costs by the Shared Expense Areas or any portion thereof, including the CC&Rs.

1.2 Cost Pools. Landlord shall have the right, from time to time, to equitably allocate some or all of the Direct Expenses among different portions or occupants of the Building, Retail Center and/or Project, as appropriate (the "Cost Pools"), in Landlord's reasonable discretion. The Direct Expenses within each such Cost Pool shall be allocated and charged to the tenants within such Cost Pool in an equitable manner.

1.3 Calculation and Payment of Additional Rent

1.3.1 Statement of Estimated Direct Expenses. Landlord shall give Tenant a yearly expense estimate statement (the "Estimate Statement") which shall set forth in general major categories Landlord's reasonable estimate (the "Estimate") of what the total amount of Direct Expenses for the then-current Expense Year shall be. Tenant shall pay one-twelfth (1/12th) of Tenant's Share of the Estimate to Landlord in monthly installments commencing on the Lease Commencement Date and continuing thereafter on the first day of each calendar month; however, if the Lease Commencement Date is not the first (1st) day of the month, then the first installment shall be prorated in the manner provided in Section 3.1 of the Lease. Landlord shall use commercially reasonable efforts to deliver such Estimate Statement to Tenant on or before May 1 following the end of the Expense Year to which such Estimate Statement relates. The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Additional Rent under this Exhibit B, nor shall Landlord be prohibited from revising any Estimate Statement therefor delivered to the extent necessary. Thereafter, Tenant shall pay, within thirty (30) days after receipt of the Estimate Statement, a fraction of Tenant's Share of the Estimate for the then-current Expense Year (reduced by any amounts paid pursuant to the second to last sentence of this Section 1.3.1). Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year, including the month of such payment, and twelve (12) as its denominator. Until a new Estimate Statement is furnished (which Landlord shall have the right to deliver to Tenant at any time), Tenant shall pay monthly, on the first (1st) day of each calendar month, an amount equal to one-twelfth (1/12th) of Tenant's Share of the total Estimate set forth in the previous Estimate Statement delivered by Landlord to Tenant. Throughout the Lease Term Landlord shall maintain records with respect to Direct Expenses in accordance with generally accepted real estate accounting and management practices, consistently applied.

1.3.2 Statement of Actual Direct Expenses and Payment by Tenant. Following the end of each Expense Year, Landlord shall give to Tenant a statement (the "Statement") that shall state in general major categories the Direct Expenses incurred or accrued for such preceding Expense Year. Landlord shall use commercially reasonable efforts to deliver such Statement to Tenant on or before May 1 following the end of the Expense Year to which such Statement relates. If the Statement shows that Tenant's Share of the actual Direct Expenses exceeds the amount of Direct Expenses paid by Tenant for such Expense Year, Tenant shall pay, within thirty (30) days after receipt of the Statement, the full amount of the deficiency for such Expense Year, and if Tenant paid more than the actual Direct Expenses, Tenant shall receive a credit in the amount of Tenant's overpayment against Rent due
under this Lease. The failure of Landlord to timely furnish the Statement for any Expense Year shall not prejudice Landlord or Tenant from enforcing its rights under this Exhibit B. Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Share of Direct Expenses for the Expense Year in which this Lease terminates, if a deficiency is present, Tenant shall, within thirty (30) days after receipt of the Statement, pay to Landlord such amount, and if Tenant paid more than the actual Direct Expenses, Landlord shall, within thirty (30) days, deliver a check payable to Tenant in the amount of the overpayment. The provisions of this Section 1.3.2 shall survive the expiration or earlier termination of the Lease Term. Notwithstanding the immediately preceding sentence, Tenant shall not be responsible for Tenant's Share of any Direct Expenses attributable to any Expense Year which are first billed to Tenant more than two (2) calendar years after the Lease Expiration Date, provided that in any event Tenant shall be responsible for Tenant's Share of Direct Expenses that (x) were levied by any governmental authority or by any public utility companies, and (y) Landlord had not previously received an invoice therefor and which are currently due and owing (i.e., costs invoiced for the first time regardless of the date when the work or service relating to this Lease was performed), at any time following the Lease Expiration Date which are attributable to any Expense Year.
EXHIBIT C

WORK LETTER

This Work Letter shall set forth the terms and conditions relating to the construction of the Premises. This Work Letter is essentially organized chronologically and addresses the issues of the construction of the Premises, in sequence, as such issues will arise during the actual construction of the Premises. All references in this Work Letter to Articles or Sections of “this Lease” shall mean the relevant portions of Articles 1 through 29 of the Retail Lease to which this Work Letter is attached as Exhibit C, and all references in this Work Letter to Sections or to Sections of “this Work Letter” shall mean the relevant Sections 1 through 5 of this Work Letter.

SECTION 1

DELIVERY OF THE PREMISES

Landlord shall deliver the Premises to Tenant (such delivery date is referred to hereina as the “Delivery Date”), which Delivery Date shall be on or about three business days following the Effective Date, and Tenant shall accept the Premises from Landlord with “Landlord’s Work,” as that term is defined in Schedule 1 to this Work Letter, substantially completed in accordance with the “Landlord Construction Specifications,” as that term is defined in Schedule 1. Such condition of the Premises with Landlord’s Work substantially completed may be referred to as the “Turnover Condition.”
SCHEDULE I TO EXHIBIT C

LANDLORD’S CONSTRUCTION SPECIFICATIONS

(Per Section 16.4 of the Development Agreement)

Landlord Work: Landlord shall construct the police substation facility ("Substation Facility") and related improvements located within the area depicted per Exhibit A-1 of the Lease and shall include the following improvements and fixtures: reception area for walk-in traffic and customer service; private office area for on lead officer; open area with desk or cubicles for officers; storage area for bikes and other equipment; interview room; holding area designed in accordance with State law; male bathroom and locker area; female bathroom and locker area; one shower facility; internet connections for desktop computers; onsite furnishings required for police storefront (i.e. desks, chairs, tables, counter); installation of electrical outlets, lighting and HVAC; charging system for three-wheeled and two-wheeled electrical personal transporter (e.g. T-3) located in storage or parking area.

General: Landlord shall not be deemed to be in default with respect to the performance of any of its construction obligations herein if such default is due to any strike, lockout, civil commotion or invasion, rebellion, hostilities, sabotage, government regulations or controls, inability to obtain materials, services or financing, inclement weather, acts of God, delay on the part of Tenant or other causes beyond the control of Landlord.
SCHEDULE 2 TO EXHIBIT C

TENANT'S SCOPE

Tenant's Scope: Tenant shall provide and pay for any and all additional items required to make the Substation Facility operational, including, but not limited to, computer servers, racks and cabling, copiers, refrigerators, microwaves, trash and recycling, art, plants, hand-held systems for communication, devices, radios, telephones and computers. Tenant shall also reimburse Landlord for any requested additional brackets, power/data outlets, lights, etc.

Landlord's Right to Perform Work: Landlord shall have the right, but not the obligation, to perform, on behalf of and for the account of Tenant, subject to reimbursement of the cost thereof from Tenant, any and all of the Tenant's work which Landlord determines, in its sole discretion, should be performed immediately and on an emergency basis or for the best interest of the Retail Center, including, without limitation, work which pertains to structural components, mechanical, sprinkler and general utility systems, roofing and removal of unduly accumulated construction material and debris.
EXHIBIT D

NOTICE OF LEASE TERM DATES

To: ______________________

_______________________

Re: Retail Lease dated _______ 20___ between ____________________, a

_______________________ ("Landlord"), and _________________ a

_______________________ ("Tenant") concerning Suite _____ on floor(s) _________ of the

building located at ________________________, Inglewood, California.

Ladies and Gentlemen:

In accordance with the Retail Lease (the “Lease”), we wish to advise you and/or confirm as follows:

1. The Lease Term shall commence on or has commenced on __________ for a term of

_______________________ ending on ________________.

2. Rent commenced to accrue on ________________ in the amount of ________________.

3. If the Lease Commencement Date is other than the first day of the month, the first billing will contain

a pro rata adjustment. Each billing thereafter shall be for the full amount of the monthly installment

as provided for in the Lease.

4. Your rent checks should be made payable to ____________________ at ____________________.

5. The exact number of gross leasable square feet within the Premises is __________ square feet.
6. Tenant’s Share as adjusted based upon the exact number of square feet of gross leasable area within the Premises is __________%.

“Landlord”:

________________________

By: ______________________
  Name: ____________________
  Its: ______________________

Agreed to and Accepted as of ______________, 20__.

“Tenant”:

________________________

By: ______________________
  Name: ____________________
  Its: ______________________
EXHIBIT E

Intentionally deleted.
EXHIBIT F

RULES AND REGULATIONS

1. No sign, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Project or in any part of the Common Areas without the prior written consent of Landlord. Landlord shall have the right to remove, at Tenant’s expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord, using materials and in a style and format approved by Landlord. All exhibits and verbiage in the Lease to prevail.

2. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises, in Landlord's sole discretion. No awnings or other projection shall be attached to the outside walls of the Project without the prior written consent of Landlord.

3. Except as necessary in carrying out its functions and duties at the Facility Station, Tenant shall not obstruct any sidewalks, halls, passageways, exits, entrances, or loading docks of the Project. Neither Tenant nor any employee, invitee, agent, licensee or contractor of Tenant shall go upon or be entitled to use any portion of the roof of the Project unless first approved by Landlord.

4. All cleaning and janitorial services for the Premises shall be provided, at Tenant's sole expense, exclusively by or through Tenant or Tenant's janitorial contractors in accordance with the provisions of Tenant's Lease. Tenant shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises.

5. Tenant, upon termination of its tenancy, shall deliver to Landlord the keys of all doors which have been furnished to, or otherwise procured by Tenant.

6. Electric wires, telephones, burglar alarms or other similar apparatus shall not be installed in the Premises except with the approval and under the direction of Landlord. The location of telephones, call boxes and any other equipment affixed to the Premises shall be subject to the reasonable approval of Landlord. Any installation of telephones, telegraph, electric wires or other electric apparatus made without permission shall be removed by Tenant at Tenant's own expense.

7. Tenant shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities required in connection with Tenant's Permitted Use, subject to any express provisions of Tenant's Lease to the contrary. Tenant shall not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors or vibrations, nor shall Tenant bring into or keep in or about the Premises any birds or animals.

8. Tenant shall not use any method of heating or air-conditioning other than that supplied by Landlord, or as detailed in the Lease.

9. Landlord reserves the right from time to time, in Landlord's sole and absolute discretion, exercisable without prior notice and without liability to Tenant: (a) to name or change the name of the Retail Center or Project; (b) to change the address of the Retail Center or Project, and/or (c) to install, replace or change any signs in, on or about the Common Areas, Retail Center or Project (except for Tenant's signs, if any, which are expressly permitted by Tenant's Lease).

10. Tenant shall close and lock all doors of its Premises and entirely shut off all water faucets or other water apparatus, unless otherwise needed for Tenant's business and, except with regard to Tenant's computers and other equipment, if any, which reasonably require electricity on a 24-hour basis, all electricity, gas or air outlets before Tenant and its employees leave the Premises. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Project or by Landlord for noncompliance with this rule.

11. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substances of any kind whatsoever shall be thrown therein.

12. Tenant shall not make any room-to-room solicitation of business from other tenants in the Project. Tenant shall not use the Premises for any business or activity other than that specifically provided for in the Lease.

13. Except as otherwise permitted and/or necessary to carry out its functions and duties at the Facility Station, Tenant shall not: (i) install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the Project; or (ii) interfere with radio or television broadcasting or reception from or in the Project or elsewhere.

14. Canvassing, soliciting and distribution of handbills or any other written material, and peddling in the Common Areas and other portions of the Project are expressly prohibited, and each tenant shall cooperate to prevent same.

15. Landlord reserves the right to exclude or expel from the Project any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Project.
16. Tenant shall store all its trash and garbage within its Premises or in designated trash containers or enclosures within the Project. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions reasonably issued from time to time by Landlord.

17. The Premises shall not be used for lodging or for manufacturing of any kind.

18. Tenant agrees that it shall comply with all fire and security regulations that may be issued from time to time by Landlord, and Tenant also shall provide Landlord with the name of a designated responsible principal or employee to represent Tenant in all matters pertaining to such fire or security regulations. Tenant shall cooperate fully with Landlord in all matters concerning fire and other emergency procedures.

19. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage. Such responsibility shall include keeping doors locked and other means of entry to the Premises closed.

20. The requirements of Tenant will be attended to only upon the appropriate application to Landlord or Landlord's designated representative by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

21. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of Tenant or any other such tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any and all of the tenants in the Project.

22. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Project.

23. Landlord reserves the right to make such other and reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety, security, care and cleanliness of the Project and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted.

24. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees or guests.

25. Tenant shall use its best efforts to complete all deliveries, loading, unloading and services to the Premises prior to 11:00 a.m. of each day. Tenant shall use its best efforts to cause no delivery trucks or other vehicles servicing the Premises to park or stand in front of, or at the rear of, the Premises from 11:00 a.m. to 2:00 p.m., and after 4:30 p.m., of each day.

**PARKING RULES AND REGULATIONS**

In addition to the foregoing rules and regulations and the parking provisions contained in the Lease, the following rules and regulations shall apply with respect to the use of the Project's parking areas.

1. Every parker is required to park and lock his/her own vehicle. All responsibility for damage to or loss of vehicles is assumed by the parker and Landlord shall not be responsible for any such damage or loss by water, fire, defective brakes, the act or omissions of others, theft, or for any other cause.

2. Except for the Tenant Parking Spaces, Tenant and its employees shall only park in the Project's parking facility in such areas as shall be designated by Landlord ("Police Parking Area"). Tenant, Tenant's customers, invitees and its employees shall not park (a) in the portion of the parking facility which is reserved for tenants and invitees of the office building portion of the Project, (b) in the portion of the parking area which is reserved for the tenant and invitees of the residential portion of the Project, (c) in the portion of the parking facility which is reserved for use by the grocery store tenant, (d) any other parking areas designated for use by customers or visitors only, or (e) in any other parking areas that may be designated by Landlord from time to time other than the Police Parking Area.

3. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles; (c) where "no parking" signs are posted; (d) on ramps; (e) in cross-hatched areas; and (f) in reserved spaces and in such other areas as may be designated by Landlord.

4. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.

5. Landlord may refuse to permit any person who violates these parking area rules, and any violation of the rules shall subject the vehicle owner to one (1) warning and thereafter the vehicle shall be subject to removal, at such vehicle owner's expense, except that a violation of rules 3 or 4 shall be subject to the immediate removal of the vehicle without warning, at such vehicle owner's expense.
REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of January ___, 2023 ("Effective Date"), by and between HOLLYWOOD PARK RETAIL/COMMERCIAL INVESTORS, LLC, a Delaware limited liability company, having an address at 1001 S. Stadium Drive, Inglewood, California 90301 ("HPRCI"), and the CITY OFINGLEWOOD (the "CITY"), acting by and through the City of Inglewood Police Department (the "IPD"), with headquarters at One Manchester Boulevard Inglewood, California 90301.

WHEREAS, HPRCI is constructing a retail center (the "Retail Center") consisting of a mixture of single- and/or two-level buildings, initially containing a cumulative total of approximately 318,350 square feet of gross leasable area, all of which is located in the area commonly known as Hollywood Park in Inglewood, California (the "Project"), and

WHEREAS, the Project is part of a mixed use sports and entertainment district containing approximately 298 acres which includes, among other things, the stadium known as SoFi Stadium, a performance venue, a lake and park area commonly referred to as Lake Park, and a network of public and private roads which is owned and managed by affiliates of HPRCI (collectively, the "Affiliates"), and

WHEREAS, the Project is in the jurisdiction of the CITY and the CITY, by and through the IPD, will be providing police services to the Project and the Retail Center, and

WHEREAS, HPRCI is building a police substation in the Retail Center (the "Substation") that will be leased by the City for use by the IPD, and HPRCI has constructed or will construct certain conduits in the public and private roadway networks within and adjacent to the Retail Center which may be used to provide internet service to the Substation, and

WHEREAS, the CITY desires to have direct internet access from the Substation to the CITY’s IPD command center, and
WHEREAS, such direct access can be obtained by installing fiberoptic cable in the conduit identified on Exhibit A (the “Conduit”) from the Substation to Century Boulevard and from Century Boulevard to Prairie Avenue (the “Work”), and

WHEREAS, at the CITY’s request, HPRCI has obtained two bids from Community Technology Services (“CTS”) to perform the Work in the combined amount of One Hundred Eighty Eight Thousand Five Hundred Fourteen Dollars and Fifteen Cents ($188,514.15) (the two bids, collectively, the “Bid”), which Bid is attached hereto as Exhibit B-1 and Exhibit B-2, and

WHEREAS, the CITY has requested that HPRCI enter into an agreement with CTS to perform the Work on its behalf and be reimbursed for the cost of the Work by the CITY, and

WHEREAS, HPRCI has agreed to the CITY’s request on the following terms and conditions established hereinbelow.

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth herein, HPRCI and the CITY hereby agree as follows:

1. Within fifteen (15) days following the Effective Date, the CITY shall deposit with HPRCI the cost of the Work as described in the Bid, currently estimated at One Hundred Eighty-Eight Thousand, Five Hundred Fourteen Dollars and Fifteen Cents ($188,514.15) (the “Deposit”).

2. Following its receipt of the Deposit, HPRCI will (i) contract with CTS for the Work and use the Deposit to make all payments due to CTS under such agreement and (ii) use reasonable efforts to have CTS complete the Work by June 30, 2023; provided, however, that HPRCI shall incur no liability to the CITY or any other parties for failure of the Work to be completed by such date unless such delay is directly caused by the gross negligence or willful misconduct of HPRCI.

3. If at any time, or from time to time, during the course of the Work, HPRCI becomes aware that the cost of the Work will exceed the Deposit, whether due to requests by CITY to change the Work, increased material costs, labor shortages or any other condition or reason (each such amount in excess of the Deposit, an “Additional Amount”), HPRCI will provide written notification to CITY
promptly upon becoming aware of such fact and CITY, subject to its review and reasonable written approval of the Additional Amount, shall deposit the Additional Amount with HPRCI (each such deposit, an “Additional Deposit”) within fifteen (15) days of receiving such notice from HPRCI. City acknowledges that in addition to any remedies provided herein, any failure to promptly respond and provide the Additional Deposit, or its disapproval of any Additional Amounts, may result in a delay in the completion and/or noncompletion of the Work.

4. Within thirty (30) days following the date that HPRCI receives its final invoice and unconditional lien waiver from CTS for the Work, HPRCI shall provide written notice to CITY (the “Final Reconciliation Notice”), which shall include (i) a statement of the final cost of the Work, (ii) a statement of the amount of the Deposit and any Additional Deposits (collectively, the “Total Deposits”), (iii) a copy of the final invoice or draw request from CTS for the Work, and (iv) a statement of whether the Total Deposit equaled the final cost of the Work or was more or less than the final cost of the Work. Within fifteen (15) days following CITY’s receipt of the Final Reconciliation Notice, the parties shall pay and/or refund such payments, as applicable, as shall be necessary to effect any adjustments.

5. HPRCI and CITY shall each have all remedies available at law or in equity following a default under this Agreement.

6. The parties agree that the laws of the State of California shall govern the interpretation and construction of this Agreement.

7. HPRCI and the CITY expressly understand and agree that the consideration stated herein is the sole consideration for this Agreement, and the conditions stated herein are contractual and not a mere recital and all agreements and understandings between the parties hereto are expressed and embodied herein.

8. Any Exhibits attached hereto, including the description of the Work and the Bid, are incorporated herein and constitute part of this Agreement.
9. This Agreement is the full and complete Agreement between the parties on this subject and supersedes and replaces any previous agreement unless otherwise expressly indicated in writing. All modification or changes to this agreement shall be in writing and acknowledged by both parties. This Agreement may be executed in counterparts and each part shall constitute the full and complete agreement binding all parties executing such counterpart.

10. HPRCI and the CITY each represent and warrant that (a) it is duly organized, validly existing and in good standing under the laws of the State of its formation, (b) it has the right, power and authority to execute and deliver this Agreement and to perform all the terms, covenants, provisions and conditions herein to be performed by it, and (c) this Agreement has been duly and validly executed and delivered by it.

11. All notices shall be in writing and all notices and payments shall be sent to the addresses for the parties set forth in the first paragraph of this Agreement. Each notice sent shall be deemed to have been received (i) on the day sent if sent by personal delivery, (ii) one (1) Business Day after deposit with a nationally-recognized overnight courier for delivery on the next Business Day, (iii) on the date of email delivery, if delivered prior to 5:00 p.m. (in the time zone of delivery) on a Business Day (otherwise on the next Business Day); provided, however, that any email Notice shall be deemed to have been received on the same day sent.

[Signatures contained on following page]
IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

CITY OF INGLEWOOD

By: __________________________
    James T. Butts, Jr.,
    Mayor

ATTEST:

By: __________________________
    Aisha Thompson,
    City Clerk

APPROVED AS TO FORM:
Kenneth R. Campos
City Attorney

By: __________________________
    Kenneth R. Campos

APPROVED
Kane Ballmer & Berkman
City Special Counsel

By: __________________________
    Royce K. Jones

HOLLYWOOD PARK RETAIL /
COMMERCIAL INVESTORS, LLC,
a Delaware limited liability company

By: __________________________

Name: __________________________

Title: __________________________
EXHIBIT A

DEPICTION OF CONDUIT

The Conduit is depicted by the blue, green, and yellow lines labeled in the attached diagram. The photo on the second page of the attached diagram shows where the scopes of the two Bids connect along Century Blvd.

[Attached Behind this Page]
EXHIBIT B-1

CTS BID (1 of 2)

[Attached Behind this Page]
Project Proposal
SoFi Police Substation
1000 S. Prairie Ave
Inglewood, CA 90301

Prepared For:
Bill Anderson
AmpThink
December 28, 2022

Presented by:
Communication Technology Services, LLC
33 Locke Dr.
Marlborough, MA 01752
(508) 382-2700
www.cts1.com

CTS is Your One Source for Custom, In-Building and Campus Connectivity Solutions
## SoFi Police Substation

**Quote #:** ENT_SCA_SOFI_POLICE_SUBSTATION_Q221228  
**Date:** 12/28/2022  
**Valid Until:** 3/31/2023  
**Site Address:** 1000 S. Pasade Ave, Inglewood, CA 90301

### Project Summary
CTS to provide and install 72 strand of single mode fiber from Spectrum Vault to Retail Parking Police Substation Server Room at SoFi Stadium Inglewood, CA.

### CTS Supplied Installation Hardware

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<th>Manufacturer</th>
<th>Model</th>
<th>Description</th>
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### CTS Subtotal $64,501.57

### General Terms and Conditions

CTS will submit an invoice once a month for services rendered. Payment for services is due Net thirty (30) days from receipt of invoice. CTS discretion late fees will be incurred at the rate of 1.5% per month 45 days after invoice.

All prices are exclusive of any applicable Federal, State and Local taxes, to include, but not be limited to, sales and use tax. Shall be liable for and shall remit payment to CTS for applicable Federal, State and Local taxes. Taxes will be billed as separate items on invoices. If an exemption applies, shall provide a copy of the tax-exempt certificate upon execution of a contract. Purchase orders should authorize applicable Taxes as necessary. If appropriate, we have included estimated tax as a line item in this quote.

It is expected that a purchase order will be issued which will incorporate this statement of work and these assumptions, terms, and conditions.

CTS is not responsible for discovery, testing, abatement, or time delays caused by hazardous materials in or around the property. Proof of safety from any type of hazardous environment will be supplied by the customer prior to CTS commencing installation activity.
It is expected that CTS will be given free and clear access to all areas where equipment is to be located and to cable pathways and that existing riser penetrations will be used for this installation.

It is expected that the Owner will assist CTS with pathway structure information and help efficiently schedule movement and progress of CTS work by blocking areas of the facility for production of cabling and antenna placements.

**Force Majeure - in no event shall CTS be responsible or liable for any failure or delay in the performance of its obligations described in this document arising out of or caused by, directly or indirectly, forces beyond CTS’ control, including without limitation: strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, manufacturing or installation interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that CTS shall use reasonable efforts which are consistent with accepted practices in the construction industry to resume performance as soon as practicable under the circumstances.**

<table>
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<tr>
<th>Schedule of Values</th>
<th>Event</th>
<th>Timing</th>
<th>%</th>
<th>Estimated Invoice</th>
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<tbody>
<tr>
<td>Receipt of PO</td>
<td>5 Days After PO</td>
<td>100% of Materials</td>
<td>$ 18,557.08</td>
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<tr>
<td>Receipt of PO</td>
<td>5 Days After PO</td>
<td>100% of Equipment</td>
<td>$</td>
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<tr>
<td>Construction, Progress 1</td>
<td>5 Days After Construction Start Date</td>
<td>30% of Labor and Services</td>
<td>30%</td>
<td>$ 14,572.09</td>
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<tr>
<td>Construction, Progress 2</td>
<td>5 Days After 50% Construction Complete</td>
<td>30% of Labor and Services</td>
<td>30%</td>
<td>$ 14,572.09</td>
</tr>
<tr>
<td>Construction, Progress 3</td>
<td>5 Days After 100% Construction Complete</td>
<td>30% of Labor and Services</td>
<td>30%</td>
<td>$ 14,572.09</td>
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<tr>
<td>Post-Construction</td>
<td>5 Days After Delivery of Closeout Package, remainder of Total</td>
<td>10%</td>
<td>$ 4,857.05</td>
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<td><strong>Total</strong></td>
<td></td>
<td>100%</td>
<td>$ 67,130.20</td>
<td></td>
</tr>
</tbody>
</table>

**Statement of Work**

1.0 Included

1.1 CTS to provide and install Coyote splice enclosure at Spectrum Vault.
1.2 CTS to splice 72 strands of single mode fiber in Spectrum Vault.
1.3 CTS assumes existing underground pathway from Retail Parking MPOE to Police Substation IT Room.
1.4 CTS to provide and install 200ft of 3" MaxCell inner duct from Retail Parking MPOE to Police Substation IT Room.
1.5 CTS to provide and install 200ft of 72 strand OSP single mode fiber from Retail Parking MPOE to Police Substation IT Room.
1.6 CTS to provide and install wall mount fiber splice enclosure in Retail Parking MPOE.
1.7 CTS to splice 72 strands of OSP single mode fiber in Retail Parking MPOE.
1.8 CTS to provide and install wall mount fiber splice enclosure in Police Substation IT Room.
1.9 CTS to splice 72 strands of OSP single mode fiber to CTS provided LC/UPC cassette pigtail in Police Substation IT Room.
1.10 CTS to OTDR 72 strands of OSP single mode fiber from Spectrum Vault to Police Substation IT Room.
1.11 CTS to provide 2 spotters for confined space locations.
1.12 CTS to provide 1 dedicated safety officer for confined space work.
1.13 CTS assumes existing manhole/vault locations are clear of water and debris, If present, stand water and debris is present in existing manhole/vaults CTS will assume manhole/vaults will be completed.
1.14 CTS assumes existing blue line conduct pathway is clear and free of debris, If debris or blockage is present CTS will advise customer and request conduit to be cleared.
1.15 Work to be completed by 6/30/23

2.0 Excluded

2.1 CTS excludes cozing, boring, GPR or x-ray services for vertical pathways in stacking closets.
2.2 No cut/paint/galv services are included.
2.3 CTS has not included any costs associated with cutting, patching, and painting hard lid ceilings.
2.4 CTS has not included any labor or costs to paint or steal any indoor or outdoor DAS antennas.
2.5 No structural or thermal engineering factored into this proposal.
2.6 No A/E drawings factored into quote.
2.7 No Permits have been factored into this quote.
2.8 CTS has not included any GPR scans, X-Rays or coring in this quote.

3.0 Assumptions

3.1 CTS assumes first shift working hours.
3.2 CTS assumes venue will provide secured on site storage for materials.
EXHIBIT B-2

CT'S B1D (2 of 2)

[Attached Behind this Page]
Project Proposal
SoFi Century/Prairie/Spectrum
1000 S. Prairie Ave
Inglewood, CA 90301

Prepared For:
Bill Anderson
AmpThink
December 28, 2022

Presented by:
Communication Technology Services, LLC
33 Locke Dr.
Marlborough, MA 01752
(508) 382-2700
www.cts1.com

CTS is Your One Source for Custom, In-Building and Campus Connectivity Solutions
SoFi Century/Prairie/Spectrum Vault Fiber

Quote #: ENT_SCA_SOFI_CENTURY/SPECTRUM_Q221228

Date: 12/18/2022
Valid Until: 1/31/2023
Site Address: 1000 S. Prairie Ave
Inglewood, CA 90301

Customer: AmpThink
To: Bill Anderson
Phone #: (214) 693-2812
Vendor #

Project Summary
CTS to provide boring, conduit pathway and 72 strands of single mode OSP fiber from Century/Prairie ITS HUB to Spectrum Vault at SoFi Stadium Inglewood, CA.

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<tr>
<th>Manufacture</th>
<th>Model</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Ext Price</th>
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</thead>
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<tr>
<td>Corning</td>
<td>0482U4-T4F220D0</td>
<td>Atlas biax Tube, Gel-Free, All-dielectric, Non-armored Cables With Binderless Fastaccess Technology, 72 F, Single-mode (OS2)</td>
<td>1800</td>
<td>$0.83</td>
<td>$1,494.00</td>
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<tr>
<td>Coyote</td>
<td>8006951-PLP</td>
<td>AIR TIGHT IN-Line RUNT Enclosure</td>
<td>2</td>
<td>$186.00</td>
<td>$372.00</td>
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<tr>
<td>Coyote</td>
<td>80808945</td>
<td>Splice Tray, COYOTE LIGHT_GRIP Short, Deep Profile, 40 CT, Single Fusion</td>
<td>4</td>
<td>$33.60</td>
<td>$134.40</td>
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<tr>
<td>Corning</td>
<td>2806031-01</td>
<td>Heat Shrink Splice Sleeves; Single Splices, 50 Pack</td>
<td>4</td>
<td>$48.00</td>
<td>$192.00</td>
</tr>
<tr>
<td>Maxcell</td>
<td>MX552232-2.00&quot;</td>
<td>2&quot; Fabric Inerduct, 3 Cell -- (1) 2000' &amp; (1) 100' REELS</td>
<td>1800</td>
<td>$3.60</td>
<td>$6,480.00</td>
</tr>
<tr>
<td>Thomas &amp; Betts</td>
<td>TY25MX</td>
<td>7&quot; x .184&quot; Nylon Cable Ties, Black, Bag of 100 (50lbs)</td>
<td>1</td>
<td>$9.76</td>
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<tr>
<td>Thomas &amp; Betts</td>
<td>TY528MX</td>
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<td>$35.72</td>
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<tr>
<td>Greenlee</td>
<td>4435</td>
<td>1/2&quot; Polyester Pull/Measure Tape 3Mil (1525lb Tensile Strength)</td>
<td>1</td>
<td>$369.60</td>
<td>$369.60</td>
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<tr>
<td>Polywater</td>
<td>HS-32</td>
<td>Fiber Cleaning - 1-Quart Alcohol</td>
<td>2</td>
<td>$22.80</td>
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<tr>
<td>AFT</td>
<td>8520-000-0021NZ</td>
<td>Fiber Cleaning - One Click Fiber Cleaner (for LC and MU Connectors)</td>
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<td>$70.49</td>
<td>$140.98</td>
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<td>Microcare</td>
<td>F8NFA1</td>
<td>Fiber Cleaning: Unt Free Dry Wipe, 50 Pack</td>
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<td>$35.64</td>
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<td>Misc.</td>
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<td>Misc. Hardware</td>
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</table>

SoFi Century/Prairie/Spectrum Vault Fiber

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>Materials</td>
<td>$11,816.62</td>
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<tr>
<td>Conduit Inst/Concrete</td>
<td>$33,468.90</td>
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<tr>
<td>Fiber Installation</td>
<td>$44,804.00</td>
</tr>
<tr>
<td>2 On-site Spotters Man-Hole</td>
<td>$7,574.57</td>
</tr>
<tr>
<td>Onsite Safety Man</td>
<td>$5,044.73</td>
</tr>
<tr>
<td>Traffic Control for Fiber Installation Breakout; 2-Person Crew, 1 Loaded Truck, 3-Flags</td>
<td>$4,200.00</td>
</tr>
<tr>
<td>WTCP WORKSITE TRAFFIC CONTROL PLAN</td>
<td>$5,037.50</td>
</tr>
<tr>
<td>Permitting</td>
<td>$6,900.00</td>
</tr>
<tr>
<td>Flashing Arrow sign, ADA Barricades, M-dimensional Sign</td>
<td>$362.50</td>
</tr>
<tr>
<td>CTS Subtotal</td>
<td>$119,709.58</td>
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<tr>
<td>(38,465.90)</td>
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</tr>
<tr>
<td>Tax @ 10%</td>
<td>$1,182.66</td>
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<tr>
<td>Estimated Freight</td>
<td>$452.21</td>
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<tr>
<td>CTS Grand Total</td>
<td>$87,917.55</td>
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</tbody>
</table>

General Terms and Conditions
CTS will submit an invoice once a month for services rendered. Payment for services is due Net thirty (30) days from receipt of invoice. CTS discretion late fees will be incurred at the rate of 1.5% per month 45 days after invoice.

All prices are exclusive of any applicable Federal, State and Local taxes, to include, but not be limited to, sales and use tax. Shall be liable for and shall remit payment to CTS for applicable Federal, State and Local taxes. Taxes will be billed as separate items on invoices. If an exemption applies, shall provide a copy of the tax-exempt certificate upon execution of a contract. Purchase orders should authorize applicable Taxes as necessary. If appropriate, we have included estimated tax as a line item in this quote.

It is expected that purchase order will be issued which will incorporate this statement of work and these assumptions, terms, and conditions.

CTS is not responsible for discovery, testing, abatement, or time delays caused by hazardous materials in or around the property. Proof of safety from any type of hazardous environment will be supplied by the customer prior to CTS commencing installation activity.
It is expected that CTS will be given free and clear access to all areas where equipment is to be located and to cable pathways and that existing riser penetrations will be used for this installation.

It is expected that the Owner will assist CTS with pathway structure information and help efficiently schedule movement and progress of CTS work by blocking areas of the facility for production of cabling and antenna placements.

**Force Majeure - In no event shall CTS be responsible or liable for any failure or delay in the performance of its obligations described in this document arising out of or caused by, directly or indirectly, forces beyond CTS’ control, including without limitation: strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, manufacturing or installation interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that CTS shall use reasonable efforts which are consistent with accepted practices in the construction industry to resume performance as soon as practicable under the circumstances.**

<table>
<thead>
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<th>Statement of Work</th>
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<tbody>
<tr>
<td>1.0</td>
</tr>
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</table>

Damien De la Luz
S.CA Project Manager II
Communication Technology Services
ATTACHMENT NO. 3
RESOLUTION NO.: ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF INGLEWOOD, CALIFORNIA, AMENDING THE
2022-2023 ANNUAL BUDGET

WHEREAS, funds are required to Hollywood Park Retail/Commercial Investors, LLC for
the installation of fiber optic cabling; and

WHEREAS, funds are available in the City’s General Fund; and

WHEREAS, transfer of funds is necessary to provide funding for said installation; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Inglewood,
California, that the Fiscal Year 2022-2023 City Budget be amended to reflect the adjustments as
shown in Exhibit “A”.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the adoption of this
Resolution and the same shall be in full force and effect immediately upon adoption.

Passed, approved and adopted this ____________ day of ___________, 2022.

CITY OF INGLEWOOD:

____________________
Mayor of the City of Inglewood

///

///

ATTEST:

____________________
City Clerk
## EXHIBIT A

**Fund:** 001  
**Agency:** 045  
**Orgn:** 4550-Patrol Bureau

<table>
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<th>Amended Budget</th>
<th>Increase/Decrease</th>
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<td>13,622,866.53</td>
<td>13,396,649.55</td>
<td>(226,216.98)</td>
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<tr>
<td><strong>Total</strong></td>
<td>13,622,866.53</td>
<td>13,396,649.55</td>
<td>(226,216.98)</td>
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</tbody>
</table>

**Fund:** 001  
**Agency:** 045  
**Orgn:** 4511-Homeland Security

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<th>Amended Budget</th>
<th>Increase/Decrease</th>
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</thead>
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<td>44845.00</td>
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<td>226,216.98</td>
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<tr>
<td><strong>Total</strong></td>
<td>40,650.00</td>
<td>266,866.98</td>
<td>226,216.98</td>
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</tbody>
</table>
DATE: January 24, 2023

TO: Mayor and Council Members

FROM: Parks, Recreation and Community Services Department
       Public Works Department

SUBJECT: Establishment of the Inglewood Transit Connector Public Art Program

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Approve the establishment of the Inglewood Transit Connector Public Art Program (Art Program) in the amount of $200,000 (Measure R Funds); and
2. Adopt a resolution amending the Fiscal Year 2022-2023 Annual Budget.

BACKGROUND:
The City of Inglewood (City) has a rich public art history, which includes artwork commissioned by the 1930s Works Progress Administration.

The City requires developers of certain facilities to commission on-site artwork valued at 1% of the construction project valuation or contribute the project valuation to the City’s Public Art Fund, which is dedicated to creating and preserving public art and related programs. The City applies a similar requirement for constructing public buildings in the City. The benefits of these policies are seen throughout Inglewood.

The Inglewood Transit Connector (ITC) Project will improve transit and mobility for residents and community stakeholders by connecting the Metro K Line to new housing and employment centers and sports and entertainment venues, including the Kia Forum, SoFi Stadium at Hollywood Park, and the Intuit Dome.

As envisioned, the ITC Project will include various architectural elements at the stations and the Maintenance and Storage Facility, providing a unique opportunity for two and three-dimensional artworks that will contribute to the public realm in the City of Inglewood. A dedicated Art Program will be required to develop and administer this effort.
DISCUSSION:
In developing the ITC Project, opportunities to support the arts exist in several areas with permanent two and three-dimensional commissioned works, which will be the focus of the Art Program. The Art Program will facilitate artist-led design enhancements of the following:

- Architectural elements at stations, potentially including:
  - Ceiling and or canopy finishes
  - Floor finishes
  - Walls and fences
  - Landscape seating
  - Suspended works
- Guideway Support Structures, including those at station plazas
- Screens, walls, and fences at stations and the Maintenance and Storage Facility

The City, acting on behalf of the ITC Joint Powers Authority (JPA), will develop and administer the Art Program in accordance with its public art policies.

The Art Program will be led by the City’s Parks, Recreation, and Community Services Department and report to the City’s Arts Commission. The City will select a Lead Artist, who will work with a Community Advisory Panel to support the implementation of the Art Program.

The City will be responsible for the following:
- Oversight and administration of the Art Program
- Coordination with the ITC Developer
- Selection of the artists and artworks
- Oversight of the fabrication, installation, and specialized maintenance of the artwork
- Establishing and collaborating with a Community Advisory Panel
- Reporting to the Arts Commission

The ITC JPA will require the Developer to adhere to requirements outlined in the Design Build Finance Operate Maintain Agreement. It will include the Developer’s responsibility to appropriately coordinate with selected artists to meet the Art Program’s objectives. The roles and obligations concerning program oversight between the City and ITC JPA will be clarified further in the forthcoming City-ITC JPA Master Cooperative Agreement.

The total budget for the Art Program is estimated at $2.0M, comprised of two phases of activities:
- Phase 1: $200,000 to facilitate a procurement process that includes shortlisting three (3) potential Lead Artists who would be provided stipends to prepare proposals, from which one (1) Lead Artist would ultimately be awarded a Design Development Contract; and
- Phase 2: $1,800,000 to fund the artwork’s administration, fabrication, and installation.
The costs borne by the Developer to support the implementation of the public art components have been budgeted separately as part of the ITC Project construction costs.

If authorized, staff will initiate the procurement process for a Lead Artist and return to the City Council for approval to enter into a contract. Staff will facilitate this work with the objective of onboarding the Lead Artist at the same time that the Developer is selected to ensure optimal coordination and efficiencies.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Upon adoption of a resolution amending the Fiscal Year 2022-2023 Budget, funds for this expenditure will be available in the maximum amount of $200,000 to be reimbursed from the Measure R Grant to Account Code No. 074.100.P673.44860 (Measure R Grant Reimbursement Fund-Capital Improvement Project-ITC Project-Contract Services).

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 - Resolution

PREPARED BY:
Sabrina Barnes, Director of Parks, Recreation & Community Services
Louis A. Atwell, P.E., Public Works Director/Assistant City Manager

COUNCIL PRESENTER:
Louis A. Atwell, P.E., Public Works Director/Assistant City Manager
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:

Sabrina Barnes, Parks, Recreation, & Comm Svcs Dir

CITY MANAGER APPROVAL:

Louis A. Atwell, Asst. City Manager/Public Works Director

CITY MANAGER APPROVAL:

Artie Fields, City Manager
Attachment No. 1
RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INGLEWOOD, CALIFORNIA, AMENDING THE FISCAL YEAR
2022-23 BUDGET

WHEREAS, on September 27, 2022, the City Council adopted the Fiscal Year (FY) 2022-2023 Budget; and

WHEREAS, the City acting on behalf of the Inglewood Transit Connector Project (ITC) Joint Powers Authority (JPA), will develop and administer the ITC Art Program, in accordance with its public art policies and

WHEREAS, The ITC Art Program will facilitate opportunities to support the arts with permanent two and/or three-dimensional commissioned works, which will be the focus of the ITC Art Program; and

WHEREAS, the FY 2022-2023 Budget needs to be amended to include $200,000 in funding to facilitate a procurement process to prepare a proposals for a Design Development Contract.; and

WHEREAS, funds are available in the Measure R Reimbursable Grant Funds.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF INGLEWOOD DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The FY 2022-2023 Budget is hereby amended to reflect the adjustments shown in Exhibit “A”, attached hereto and incorporated herein by reference.

Section 2. The City Clerk shall certify to the adoption of this resolution and the same shall be in full force and effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this ______ day of ______ 2023.

__________________________________________
James T. Butts Jr. MAYOR

ATTEST:

Aisha L. Thompson, City Clerk
EXHIBIT “A”
EXHIBIT “A”
BUDGET AMENDMENT

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<td>Orgn:</td>
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<th>Increase/ Decrease</th>
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<tr>
<td>44860</td>
<td>$200,000</td>
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<td>$200,000</td>
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TOTAL $200,000
DATE: January 24, 2023

TO: Mayor and Council Members

FROM: Public Works Department

SUBJECT: Resolution Rejecting All Bids Submitted for the Inglewood Well No. 4 Rehabilitation Project (Bid No. CB-23-01)

RECOMMENDATION:
It is recommended that the Mayor and Council Members adopt a resolution rejecting all bids submitted for the Inglewood Well No. 4 Rehabilitation Project (Bid No. CB-23-01) and authorizing staff to revise and rebid the project.

BACKGROUND:
The City’s water production system consists of four (4) groundwater wells (wells) and the Sanford T. Anderson Water Treatment Plant (WTP). The City provided approximately 8,370 acre-feet (ac-ft) of potable water to its customers last year, of which 1,870 ac-ft was produced by the Inglewood wells and 6,500 ac-ft was purchased from Metropolitan Water District (MWD) through West Basin Municipal Water District (WBMWD). Due to the age of the well, (Inglewood Well No. 4 was constructed in 1990) the casing is plugged up, and the well cannot pump/produce the groundwater. In order to reduce its annual expenses on imported water, the City can improve its groundwater production by either constructing a new well or performing well rehabilitation.

On September 29, 2022, CEQA Notice of Exemption (NOE) for Bid No. CB-23-01 was approved by the Public Works Department. After getting a check for the filing fee, on October 20, 2022, Public Works staff (staff) filed this NOE at the Los Angeles County Clerk’s Office for public viewing (Record #2022229611).

On October 3, 2022, staff prepared and completed the project specification and bid document for the Inglewood Well No. 4 Rehabilitation Project (Bid No. CB-23-01).

DISCUSSION:
On October 13, 2022, the City Clerk’s Office placed an advertisement with Inglewood News (Herald Publications) for an invitation to submit bids. The Public Works Department posted an invitation to submit proposals on the PlanetBids.com bid services portal. Public Works staff also notified two prospective contractors by e-mail about a new bid.

On October 26, 2022, staff conducted a mandatory job walk meeting at 3630 West 118th Place, Inglewood, California 90303. Twelve (12) attendees from ten (10) prospective companies attended the pre-bid meeting.
On December 7, 2022, the City Clerk’s Office received and opened one (1) bid as described in the following table:

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<th>Bid No. CB-23-01</th>
<th>Contractor</th>
<th>Bid Amount</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Layne</td>
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<tr>
<td></td>
<td>Redlands, CA 92373</td>
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</tr>
<tr>
<td>2</td>
<td>MMC Inc.</td>
<td>No Bid</td>
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<tr>
<td></td>
<td>La Palma, CA 90623</td>
<td></td>
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<tr>
<td>3</td>
<td>Best Drilling and Pump Inc.</td>
<td>No Bid</td>
</tr>
<tr>
<td></td>
<td>Colton, CA 92324</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Littlejohn-Reuland Corporation</td>
<td>No Bid</td>
</tr>
<tr>
<td></td>
<td>Los Angeles, CA 90058</td>
<td></td>
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<td>5</td>
<td>Toro Enterprises Inc.</td>
<td>No Bid</td>
</tr>
<tr>
<td></td>
<td>Oxnard, CA 93036</td>
<td></td>
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<td>6</td>
<td>Minco Construction</td>
<td>No Bid</td>
</tr>
<tr>
<td></td>
<td>Gardena, CA 90248</td>
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</tr>
<tr>
<td>7</td>
<td>Blois Construction</td>
<td>No Bid</td>
</tr>
<tr>
<td></td>
<td>Oxnard, CA 93030</td>
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<tr>
<td>8</td>
<td>Metro Builders &amp; Engineers Group Ltd.</td>
<td>No Bid</td>
</tr>
<tr>
<td></td>
<td>Newport Beach, CA 92663</td>
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<tr>
<td>9</td>
<td>Canyon Springs Enterprises</td>
<td>No Bid</td>
</tr>
<tr>
<td></td>
<td>Temecula, CA 92590</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>General Pump Company</td>
<td>No Bid</td>
</tr>
<tr>
<td></td>
<td>San Dimas, CA 91773</td>
<td></td>
</tr>
</tbody>
</table>

Public Works staff reviewed the bid proposal and determined that the bid amount was substantially higher than the Engineer’s estimate of $500,000. After discussion, staff determined the proposed bid unreasonable. Upon approval, staff will modify the bid documents and re-advertise the project. Rebidding the project will provide the City the opportunity to receive more bids after the bid documents are updated. It is anticipated that the project rebidding will be completed during the current fiscal year, and construction may be completed in the next fiscal year.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Adequate funds to complete the project are available in the Fiscal Year 2022-23 Budget under Account Code No. 110-100-P802-44860 (Water Funds – Capital Improvement Project – Design Groundwater Production Wells Project – Contract Services).

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1: Invitation to Submit Bid
Attachment No. 2: CB-23-01 Bid Result
Attachment No. 3: Resolution
Mayor and Council Members
Resolution Rejecting All Bids
Inglewood Well No. 4 Rehabilitation Project (Bid No. CB-23-01)
January 24, 2023

PREPARED BY:
Thomas C. Lee, P.E., Principal Engineer-Water Resources
Rae Aldridge, Management Assistant to the Director

COUNCIL PRESENTER:
Louis A. Atwell, P.E., Assistant City Manager/PW Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/ASSISTANT CITY MANAGER APPROVAL: Louis A. Atwell, PW Director/Asst. City Mgr.

CITY MANAGER APPROVAL: Artie Fields, City Manager
ATTACHMENT NO. 1

Invitation to Submit Bid
Invitation to Submit Bids
(Specifications and Conditions Governing Award)

The City of Inglewood invites and will receive bids duly filed as provided herein for the “BID NO. CB-23-01 INGLEWOOD WELL NO. 4 REHABILITATION & NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT” as specified in this document.

Each bid shall be submitted and completed in all particulars and must be enclosed in a sealed envelope addressed to the City of Inglewood, The Office of the City Clerk, 1 West Manchester Blvd., First Floor, Inglewood, CA 90301 with the designation of the project "BID NO. CB-23-01 INGLEWOOD WELL NO. 4 REHABILITATION & NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT" appearing thereon.

Please visit https://pbsystem.planetbids.com/portal/45619/portal-home to learn about bid opportunities available to consultants, service providers, contractors, Contractors, or suppliers. Bids will be opened in public, on Wednesday, December 7, 2022, at 11:00 a.m. in the Office of the City Clerk and will be announced then and there to all persons present. Specifications and other bid documents for the above service are on file in the Purchasing Division, and may be obtained upon request.

The City Council reserves the right to waive any irregularity in any bid, and to take bids under advisement for a period not to exceed ninety (90) days from and after the “Due Date” of Bid, which specified in this BID.

The following conditions and terms apply:
1) The City reserves the right to reject any or all bids.
2) The detailed scope of work and conditions for bid submission attached.
3) The Contractor must execute a contract within fourteen (14) days after the City mails/sends it to Contractor. If the contract is not executed within fourteen (14) days, the City reserves the unilateral right to cancel it.
4) If any provision of the contract is violated, the City, after suitable notice, may cancel the contract and make arrangements to have the services performed by others. Any extra cost to the City will be paid by the Contractor.
5) Bid Document & Drawings may be obtained from the Inglewood Public Works Department Water Division located on the 3rd Floor of Inglewood City Hall. Please contact Public Works Department at (310) 412-5333.
6) All bids must be for specific amounts. Any attempt to qualify prices with an ‘escalation clause’ or any other method of making a price variable, is unacceptable. Bids shall be valid for ninety (90) calendar days from and after the “Due Date” specified in this Bid.
7) The City reserves the right to add or subtract quantities and/or services based on the unit prices/unit lump sums so indicated as its budgetary needs may require.

Louis A. Atwell, P.E., Assistant City Manager/P.W. Director
City of Inglewood, California

Date

Request for Bid
BID NO. CB-23-01
4 OF 120
Inglewood Well 4 Rehab & NIBP #3
Pump Replacement Project
ATTACHMENT NO. 2

CB-23-01 Bid Result
CITY OF INGLEWOOD – Inglewood Well #4 Rehabilitation & North Inglewood Booster Pump

CB 23-01

Date of Bid: December 7, 2022, @ 11:00 a.m.

1. Layne ......................... $870,107.00
CITY OF INGLEWOOD
BID NO. CB-23-01
Inglewood Well No. 4 Rehabilitation

PROPOSAL BY: RICKY TRUJILLO
LAYNE CHRISTENSEN COMPANY
1717 W Park Ave.
Redlands, CA 92373
Ph: 909-390-2833
Fax: 909-390-5540
WWW.LAYNE.COM
CONTACT INFORMATION

Name of Bidder: Layne Christensen Company

Entity: Corporation

Business Address: 1717 W Park Avenue
Redlands CA 92373

Phone: 909 390-2833

Website: www.layne.com

FTI: 48-0920712

DIR: 1000004273

CSLB: 510011 Class: A C57 C61/D09 C10 C61/D21

Contact: Ricky Trujillo, Account Manager

Cell: 909 957-7782

Fax: 909 390-5540

Email: ricky.trujillo@gcinc.com

Address: 1717 W Park Ave., Redlands CA 92373
SECTION 02: GENERAL COMPANY INFORMATION AND EXPERIENCE

ABOUT LAYNE

Established in 1882, Layne offers a rich history of delivering safe, professional, and reliable water solutions throughout North America.

Layne began as a domestic water-well drilling company in South Dakota. From those humble roots Layne has evolved into a national water and minerals solutions provider serving both public and private sectors. In June 2018, Layne became a wholly owned subsidiary of Granite Construction, Inc. Layne is headquartered in the Woodlands, Texas and has 24 offices from upstate New York to Southern California.

From water-well drilling to related infrastructure services, Layne is an expert at providing solutions to their clients for their water needs, with an enduring commitment to safety. Our specialties include water-well drilling, specialized drilling techniques, pump design and service, well rehabilitation, and water treatment. Layne offers comprehensive solutions for government agencies, commercial and municipal water suppliers, industrial, and agricultural clients. Layne teams identify and develop new water sources and deliver potable water to communities and facilities throughout North America.

Water users look to Layne when they are seeking a trusted partner that will consistently deliver projects safely, on time, on budget, and as promised. Layne’s full circle of water solutions provide clients a single point of accountability for even the most complex projects. With 140 years of experience, Layne has earned a reputation for minimizing risk while maximizing peace of mind through operational excellence and client satisfaction.

The water resources division is the national leader in water wells. Layne has drilled nearly 1,000 wells in the past 5 years alone, with a combined pumping capacity of 1 billion gallons per day. In Layne’s 140 year history, we have successfully completed more than 50,000 water wells. As a trusted partner, our team provides capabilities to optimize our customers assets. Our team is largely comprised of veteran employees providing exceptional service that renders success to each client by increasing production, improving efficiency, and reducing cost.

Layne is uniquely qualified to safely complete the work under this contact per the required specifications and expectations for the City of Inglewood. Layne is a licensed well driller in the State of California. Our license number is 510011.
CORPORATE RESOURCES

Granite Construction Incorporated offers a national workforce of 7,200 and a combined revenue of $3.4 billion annually. As an industry leader in the transportation, water resources and mineral exploration markets throughout North America, Granite provides infrastructure solutions for construction, program management, alternative procurement, and is a vertically integrated contractor with aggregate materials reserves throughout the U.S.

RECENT ACCOLADES:
- 2019, Named to World's Most Ethical Companies List for ten consecutive years
- 2018, Forbes Magazine, one of America's Best Mid-Size Employers
- 2018, Engineering News Record (ENR) Magazine Top 400 Contractors List - Ranked #24
- 2018, ENR Sourcebook, #1 Highways, #5 Mining, #6 Solar, #7 Bridges, #10 Dams/Reservoirs, #16 Airports, #17 Mass Transit/ Rail, #21 Power

SAFETY BY CHOICE
The protection of our employees, the public and the environment is at the core of everything we do. Safety is more than a business commitment—it’s our moral obligation

MARKETS
Granite specializes in complex infrastructure projects for transportation, industrial and specialty markets.

SERVICES
General Contracting, Construction Management, Design-Build, CMAR, CM/GC, Pavement Preservation, Disaster & Emergency Response, and Construction Materials Testing

NATIONAL WORKFORCE
7,200 employees

HEADQUARTERS
Established in 1922, Corporate Headquarters located on 585 West Beach St., Watsonville, CA 95076 Phone (831)724-1011

STOCK MARKET/TRADING SYMBOL
New York Stock Exchange (NYSE: GVA) and is part of the S&P MidCap 400 Index, the MSCI KLD 400 Social Index and the Russell 2000 Index.

OFFICE LOCATIONS
Granite and its subsidiaries operate over 75 office locations throughout the United States, Canada, Mexico, and South America

EQUIPMENT FLEET
Granite’s equipment fleet exceeds $650 Million and includes more than 1,500 pieces of heavy equipment and 3,500 trucks, trailers, and vehicles.

CONSTRUCTION MATERIALS
Granite operates 50 aggregate facilities throughout the west, producing specialty aggregates, sand/gravel, and asphalt concrete.

ANNUAL REVENUE & BONDING CAPACITY
$3.4 billion annual revenue
$5 billion aggregate bonding capacity

LAYNE CORPORATE COMMITMENT TO THE CITY OF INGLEWOOD. Layne's senior management teams support the effort to secure and complete this project work. Senior management has provided its support in committing company-wide resources to successfully complete this project.
KEY PERSONNEL FOR PROJECT EXECUTION
Layne's key personnel for the completion of this project have been attached in Section 4.

RELATED PROJECT EXPERIENCE
Our project experience has been detailed and attached in Section 3.

Having successfully completed other similar projects, Layne is confident that we have the proper resources available to complete this project on time.

The foundation of Layne's project execution is open, honest, and daily communication. Our Operator, Project Manager, and Operations Manager communicate daily. Layne's field crews are provided with a detailed job letter that explains the entire scope of work, completion schedule, major material items deliverables, and the use of subcontractors required to successfully carry out the timely completion of our work.

Our operator will communicate daily with your field representative the status of the work and discuss critical path items that will need coordination between our two companies. Our project manager and field operations manager will communicate with your office project manager frequently to ensure project objectives are being completed as specified.

Our pre-mobilization activities will consist of the following:
- Project scheduling and material ordering will commence once the written contract for the project is executed.
- Utility locates will be initiated as required.
- Obtain any required work permits.
- Ensure field crews have proper training.
- Ensure all field equipment has been inspected and readied for field work.
- Project submittals will be provided as required. Provide SDS for all chemical products brought onto the site.
- Layne will develop the field performance plan, site-specific health and safety plan, quality assurance/quality control plan and activity hazard analysis.
- A pre-mobilization conference will be completed in advance of mobilization to confirm and verify project completion parameters.
- Following the pre-mobilization conference, Layne will mobilize our equipment, tooling, personnel, and materials to the job site.
- Once fieldwork begins, Layne will perform the following items:
  - Daily equipment inspections
  - Daily tailgate safety meetings before the beginning of each work shift
  - Daily communication with the on-site field representative
  - Daily "look ahead" of upcoming work and complete pre-planning objectives

There will be occasions when our plans and procedures will have to be modified to meet unanticipated conditions, weather conditions, or other unforeseen external factors. These changes will be documented and discussed with your firm as required.

SAFETY
Layne considers safety as our number one priority on this project.

Layne safety performance standards meet and often exceed compliance with federal, state, and local laws and regulations. As a result of this culture, Layne's safety record has outpaced industry averages because we know that safer employees, contractors, and work environments result in more effective operations.

Layne believes that all accidents are preventable, so we continue to work towards the goal of 100% safe working hours. Layne's employee commitment to HSE is as stated below:
- I will take ownership of safety for myself and those around me.
- I will respect the communities I work in and always be a role model for safe behavior.
- I will assess the risks involved in every task before I begin.
- I will properly inspect, maintain, and operate all vehicles, tools, and equipment.
- I will exercise STOP WORK where I perceive a situation to be unsafe or otherwise have concerns about safety.

At Layne, we have the following expectations of each other:
- We expect that every employee is committed to ZERO incident operations and performing work safely or not at all.
- We expect that employees will follow and hold your co-workers accountable for following all of our safety policies and wearing/using all of the required PPE.
- We expect that employees will report all incidents (injury, illness, property damage, environmental or vehicle) so that we can ensure that we do a thorough incident investigation and prevent reoccurrence.
- We expect that employees will not text and drive and use a hands-free device when talking on a cell phone.
- We expect that employees will do a JSA before each task (at a minimum once per shift for each task).
- We expect that employees will operate and maintain all vehicles, tools, and equipment as if it were your own.
- We expect that if an employee see something that does not look or feel right, they will say something.

To carry out a safe work environment, Layne will implement the following improvement cycle:

1) Plan: Plan the work so that all crew members are protected and know what needs to be done.
   - Participate and follow the daily Take 5 plan
   - Be active in protecting oneself, others, the public and the environment
   - Participate in safety processes
   - Stop and ask for guidance if you do not understand or have any doubts about a how to do something
   - Set a plan in motion and stick to the plan
   - Follow safe work practices
   - Don't deviate from your supervisor's Take 5 without approval and a new plan
   - Assess hazards continuously throughout the shift
   - Maintain good housekeeping and organization
   - Request training or guidance
   - Report Near Misses
   - Set a good example

2) Check: Make sure the plan is the right plan
   - Conduct observations and planned inspections
   - Speak up when an unsafe act or condition is noticed
   - Don't walk by something that is wrong
   - Evaluate the tasks recorded in the Take 5 and note any confusion or additional direction needed
   - Ask for feedback from the crew

3) Adjust: Use the information you get from checking. Continue the same path or adjust the plan.
   - Employees notify your supervisor of unsafe work conditions that exist OR that you THINK might exist so the plan can be adjusted.
   - Supervisors use your observations and inspections to improve the plan.

If required, Layne's HSE department can deliver in-house safety training to any team member requiring it that covers all phases of the health and safety field and it is compliant with the most up-to-date OSHA, MSHA, and DOT regulations.

On the job site, all Layne field employees will possess the necessary personal protective equipment and detailed, site-specific safety information that covers issues including confined space entry, environmental health and safety plans, and on-site monitoring. Every Layne field employee has Stop Work Authority because every employee is responsible for safety.

Layne has a comprehensive, industry-leading health and safety program, which can be viewed at www.graniteconstruction.com/company/safety-choice. All Layne field employees have access to this data in the development and implementation of site-specific health and safety plans.

Our safety program is composed of, but not limited to, the following:
   - Supervisor's Accident Prevention Manual
   - Hazard Communication Manual
   - Fleet Manual
   - Emergency Response Plans
   - Site Specific Health and Safety Plan Auditing Forms
   - Procedures Mentoring Program

All Layne field employees tasked with project execution have OSHA construction site training (forklifts, backhoes, manlifts, and cranes). Most of the Layne field employees have Red Cross First Aid and CPR training. As required, training compliance documentation can be provided prior to project mobilization.

Our standard personal protective equipment for each field employee is as follows: hard hats per ANSI Z89.1-1997, safety glasses with side protection per ANSI Z87.1-1989, steel toed boots per ASTM F2413-11, high visibility vest or shirt per ANSI/ISEA 107-2010, hearing protection and appropriate work gloves. While working in a high dust environment, employees are required to wear dust masks. All company vehicles come equipped with a working-Class A/B/C fire extinguisher, first aid kits, and have current proof of insurance and vehicle registration.

Layne is committed to working diligently and safely on this project. A site-specific health and safety plan will be prepared and administered while on site. Layne will practice a behavioral-based safety program that utilizes a hazard identification risk assessment. Each work shift will begin with a tailgate safety meeting. The crew will review the expected field operations each day and determine what the potential risks are in performing that work. The crew will then review and implement safe work practices to eliminate and/or reduce the risk of a safety incident. All our crews are expected to work in the “green” (safe) zone and to not take any risks with respect to performing their work. All field employees and site visitors can stop work if they feel there is a safety risk associated with performing the work.
QUALITY CONTROL

Layne utilizes a large number of reporting measures to ensure quality assurance and quality control for our drilling and test pumping operations.

These reports would be utilized throughout the project. A typical summary of the items covered in our program would include the following: Non-DOT and DOT travel, rig up operations, review of well design, daily shift reports, daily safety inspections, tailgate meetings per working shift, drilling operations (mud properties, deviation survey, pipe tally, etc.), material inspections prior to installation, well installation (mud thinning operations, casing/screen/tremie tally, annular material installation (actual vs theoretical), etc.), well development (methodology/time spent per foot of screen, material recovered, water quality parameters and test pumping (water quality, sand content, etc.). Copies of our reporting measures are provided to the Owner. Project specifications are reviewed prior to field work and any project specific items that are not covered in our normal QA/QC program are added to meet the needs of the project.

NOISE REDUCTION

Layne has the ability to self-perform the installation of sound walls or subcontract this service out.

A larger number of our drilling operations are completed in urban areas where sound minimization is required. In addition to installing sound walls, Layne uses whisper quiet generators and sound mitigating mufflers on other equipment.
Job References

**Eastern Municipal Water District- 2270 Trumble Rd, Perris CA 92572**
Ongoing Well Maintenance And Repair Services- Pump Removal, Video Log, Wire Brush and Bail, Chemical Injection, Dual Swab Airlift, Furnish Install & Remove Test Pump, Pump Development, Engineer Repair and Install New Turbine Pumps
**Contract Value** $300,000-$600,000 / Year  **Completion Date:** Ongoing  
**Contact Information:**
- Dave Brown, Director
  - Cell (951) 300-7162
  - Email browne@emwd.org
- Ryan Hallock, Mechanical Service Manager
  - Main (951) 928-3777 ext.6269
  - Email hallockr@emwd.org

**Los Angeles Department of Water & Power-111 N. Hope St, Los Angeles CA 90012**
Ongoing Well Maintenance And Repair Services- Pump Removal, Video Log, Wire Brush and Bail, Chemical Injection, Dual Swab Airlift, Furnish Install & Remove Test Pump, Pump Development, Installation of New and Repaired Submersible pumps
**Contract Value** $900,000 / Year  **Completion Date:** Ongoing
**Contact Information:**
- Ralph Herrera, PE
  - Water Operation Division
  - Main (213) 367-8614
  - Email Rafael.herrera@ladwp.com

**City of Beverly Hills-345 Foothill Road, Beverly Hills CA 90210**
Ongoing Well Maintenance And Repair Services- Pump Removal, Video Log, Wire Brush and Bail, Chemical Injection, Dual Swab Airlift, Furnish Install & Remove Test Pump, Pump Development, Engineer Repair and Install New Turbine Pumps, Booster Pump Removal, Repair & Installation
**Contract Value** $200,000-$600,000 / year  **Completion Date:** Ongoing
**Contact Information:**
- John Moreno
  - Water System Supervisor
  - Main (310) 288-2802
  - Cell (805) 340-0684
  - Email jmoreno@beverlyhills.org

WATER RESOURCES
1717 West Park Avenue, Redlands, CA 92373 | Office 909.390.2833 | Fax 909.390.6097 | layne.com
Los Angeles County Department of Public Works - 900 S Fremont Ave, Alhambra CA 91803
West Coast Basin Sea Water Barrier Injection Well Redevelopment Services. Injection Pipe Removal Video Survey, Well Redevelopment, Repair & Installation of Injection Piping

**Contract Value**: $950,000 / Year **Completion Date**: Ongoing

**Contact Information**:
Adam Lee
Storm Water Engineering Division Ass. Civil Engineer
Main (626) 458-6185
Email avlee@dpw.lacounty.gov

**Virgin Valley Water District**
Well No. 31 Pump Rehabilitation

**Contract Value**: $192,987 **Date Completed**: 7/2022

**Contact Information**:
Aaron Bunker
(702) 346-5731

**San Bernardino County - Special District Dept.**
CSA 70J Well 2 Repair

**Contract Value**: $189,618 **Date Completed**: 7/2022

**Contact Information**:
Chris Bishop
Phone (760) 962-1510
Cell (909) 269-1094
Email chris.bishop@sdd.sbcounty.gov

**City of Victorville - 14343 Civic Drive, Victorville CA 92392**
Well 109 and 120 Rehabilitation Project

**Contract Value**: $263,096 **Date Completed**: 6/2022

**Contact Information**:
Arnold Villareal, Water Manager
Main (760) 955-2993
Cell (760) 508-9001
Fax (760) 269-0088
Email avillareal@g.victorvilleca.gov
Victorville Water Department-
Well 116 Rehab – Pre-rehab video. Brush and bail mechanical cleaning. Post brush video. Set up to perform the mixture and injection of the chemistry. Total injection will consist of 660 gallons (12 drums) of Innova, 5500 gallons of water to make a 10% solution. This will total 3 batches with approx. 300 gallons per 10’ zone of perforations. During the injection phase, swab the chemicals simultaneously to distribute the chemicals throughout the well. Contact time should be no less than 8 hours and no more than 24 hours. Remove the chemistry via dual swab airlifting. All fluids being removed will need to be neutralized using the neutralizing trailer, routed to a single settling tank and then discharged on site. The discharge point will need to be confirmed with the client on site. At the completion of the rehab, perform a post video log. Installed new pump that produced 1000 gpm @ 400 ft TDH. Before rehab the well produced 995 gpm @ 259 ft TDH post rehab the well produces 1000+ GPM at 400 ft TDH.

**Contract Value**: $445,900  
**Date Completed**: 3/2022

**Contact Information:**
Arnold Villareal, Water Manager  
Phone: 760-955-2993  
Cell (760) 508-9001  
Fax (760) 269-0088  
Email: avillareal@victorvilleca.gov

---

Lake Arrowhead Community Services District - 27307 State Hwy 138 Blue Jay, CA 92307
Well 2 Rehab - Removed Pump. Pre-cleaning video log. Mechanically scrub the interior of the well with brush for 10 minutes per 10 foot of screen. Performa a post clean video. Contractor shall chemically treat the well with a solution of 8% phosphoric acid combined with 2% dispersion polymer, such as Johnson Screen’s NW-310 bioscopper, tremied into screen zones. The quantity of chemical treatment solution added to the well should be equal to the amount of water in the screen plus an additional 25 to 50%. Aggressively swab, or surge into, the multiple screened zones for approximately 10 hours. Monitor pH during swabbing or surging and maintain pH of 3 or less. After mechanical agitation, and swabbing or surging, leave solution in well to react with the incrusting materials until pH is between 6.5 to 7 or normal background levels. Once the pH has returned to normal background levels, purge well until the visual turbidity is absent, and specific conductance has returned to a normal, pre-treatment range. The purging operations are expected to require approximately 16 hours. Perform well disinfection utilizing a pH adjusted chlorination at a 300-ppm chlorine level with a targeted pH range of 6.5 to 7.0 with chlorine enhancing chemistry such as Johnson’s NW-410 chlorine enhancer for pH control. Perform a post cleaning video. No flow before well rehab, well flows as 500 gpm after rehab.

**Contract Value**: $109,943.43  
**Date Completed**: May 2021

**Contact Information:**
Scott Schroeder, Engineering Manager  
Main (909) 336-7136  
Email sschroeder@lakearrowheadcsd.com

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**WATER RESOURCES**
1717 West Park Avenue, Redlands, CA 92373 | Office: 909.360.2833 | Fax: 909.390.6097 | layne.com
San Bernardino County - Special Districts Dept
Maintenance Contract CON-MULTI-PW 062221 Well & Pump Maintenance
Contract Value: $2,800,000.00 Start Date: 07/2021 End Date: 06/2026
Contact Information:
Chris Bishop
Phone (760) 962-1510
Cell (909) 269-1094
Email chris.bishop@sdd.sbccounty.gov

City of San Jacinto - 166 East Main Street Suite 2, San Jacinto CA 92583
Bath Well-removed pump, pre-clean video, performed a CITM survey, then brush and bail well. Load up 36 drums of Innova, dual swab. ~1040’ of 4” and mobilize 2 man crew with chemical trailer to site. (9) 2,000 gallon batches of chemistry with (4) drums of Innova per batch. Once first batch is made, inject ~308 gallons of blended chemistry into each 10’ zone and swab each zone into place for 10 minutes. Continue on through the zones skipping over the blank areas until you reach the bottom zone and all chemistry has been injected. Perform a Dual-swab airlift 10 foot zones for 15min on each zone or until PH from well is between 6 and 7.5 ph. perform post rehab video inspection. Install test pump capable of 1600 gpm @ 720 ft TDH. Flow rate pre and post cleaning are unknown. Contract Value $255,000
Date Completed: 2/28/2020
Contact Information:
Art Mullen, Water Utilities Superintendent
Main (951) 487-7381
Email amullen@sanjacintoca.gov

City of Riverside-3750 University Ave, Riverside CA
Contract Value $550,000.00 Completion Date: 5/31/2020
Contact Information:
Eric Escobar, PE
Public Utilities, Water Engineering
Main (951) 826-5482
Direct (951) 826-5821
Cell (951) 288-7139
Email EEscobar@riversideca.gov
San Bernardino County - Special Districts Dept
Maintenance Contract 16-370- Well & Pump Maintenance
Contract Value $1,500,000 Completion Date: June 30, 2019
Contact Information:
Rich Allen
Main (760) 962-1508
Email rallen@sdd.sbccounty.gov

City of Victorville - 14343 Civic Drive, Victorville CA 92392
Well 136 Full Rehab & Test Pump - Pump equipment was removed due to lost in production. The well was video logged, wire brushed, roto scrubbed, injection of Innova solution, dual swabbed airlifted, and test pumped. Removal and installation of 382' of 8" x 2.5"x 1.5" Oil lubricated pump assembly. 1500 gpm @ 500 TDH with a pump setting of 460'. 1000 HP test engine was used for the test pumping at this site.
Contract Value $197,000 Date Completed: 4/2018
Contact Information:
Arnold Villereal
Main (760) 955-2993
Cell (760) 508-9001
Fax (760) 269-0088
Email avillereal@victorville.ca.gov
KEY PERSONNEL AND RESUMES

PROJECT ORGANIZATION CHART - LAYNE CHRISTENSEN

LAYNE CHRISTENSEN CO.
1717 W PARK AVE.
REDLANDS CA 92373
PH: (909) 390-2833
FX: (909) 390-5540

TODD HOWARD
GENERAL MANAGER
REDLANDS, CA OFFICE

MARK HOWARD
BUSINESS DEVELOPMENT MANAGER
REDLANDS, CA OFFICE

DAVID BRASHEAR
PROJECT MANAGER
REDLANDS, CA OFFICE

RICKY TRUJILLO
ACCOUNT MANAGER
REDLANDS, CA OFFICE

RIGOBERTO PEREIDA
R & I SUPERVISOR
REDLANDS, CA OFFICE

RON WEBER
FIELD SUPERVISOR
REDLANDS, CA OFFICE
TODD HOWARD

General Manager
Water Resources Division

Summary of Qualifications

Mr. Howard has been in the water well industry since 1983, specializing in water well rehabilitation, pump engineering and application. Mr. Howard manages the Western Regions Operations for pump repair, well rehabilitation, electrical and construction services. He is also the current Chair of Layne’s National Rehabilitation Committee. Mr. Howard developed and implemented the Roto Scrub well rehabilitation technology as well as Layne’s proprietary NSF certified well chemistry in use today throughout the Western United States.

Relevant Project Experience

**BOR: Bureau of Reclamation, Sacramento, CA**
**General Manager** – Drought relief, construction of (44) design build wells were completed with borehole depths from 220’ to 1,020’ deep and successfully tested at an average of 1500 GPM @ depths from 400’ to 600’.
Contact: Brenda Davis (916) 978-5143
Contract Amount: $15,959,262.16

**SDF: Sweetwater Authority, San Diego, CA**
**General Manager** – The Sweetwater Authority is expanding the facilities to achieve the full 8,800 acre feet per year capacity with the construction of (5) new municipal brackish groundwater wells. The wells were drilled and constructed with borehole depths of 880’ to 1,020 deep and successfully tested at an average of 2,115 GPM @ 200’.
Contact: Tom Henderson P.G. (619) 687-0120
Contract Amount: $7,033,913.73

**TID: Tranquility Irrigation District, Fresno, CA**
**Operations Manager** – Fourteen (14) new wells were drilled and constructed with borehole depths from 840’ to 920’ deep and successfully tested at an average of 2,006 GPM @ 500’.
Contact: Mr. Danny Wade (559) 698-7225
Contract Amount: 4,876,034.66

Professional Certifications:
- Goulds/ITT Design & Application
- Peerless Pump Design & App
- Berkeley Centrifugal Eng. & App
- Design Water
- Chemical Well Rehab Application

Total Years' Experience: 35+

Joined Layne WRD: 2004

References:

**Vince Vasquez**
Water Asset Management
220 Montgomery St
Penthouse 3
San Francisco, CA 94101
415 529-4832

Mark Unruh
JG Boswell
27922 Dairy Ave
Corcoran, CA
559 992-5011

Steve Samaras
San Bernardino Special Dist
157 W 5th St #2
San Bernardino CA 92415
909 387-5940
MARK HOWARD

Business Development Manager
Water Resources Division

Summary of Qualifications

Mr. Howard has been in the water well industry since 1978, specializing in water well rehabilitation, pump engineering, and application. Mr. Howard manages the Western Region in Business Development and oversees the Account Management team.

- Business Development Manager, Layne Christensen Co. (2014–Present)
- Account Manager, Layne Christensen Co. (2012–2014)
- Pump Division Sales Manager, Best Drilling & Pump (2010–2012)
- Owner, Secretary/Treasurer, Laveon Pump Co. (2006–2008)
- Branch Manager, La Habra Branch, Layne Christensen Co. (2004–2006)
- Pump Division Manager, Beylik Drilling (2002–2004)
- Secretary/Treasurer, Pump Manager, Howard Pump, Inc. (1988–2006)

Relevant Project Experience

- San Diego Formation Water Wells; Sweetwater Authority, Chula Vista, CA, 7) well water well drilling project. $7,035,000.00
- Maintenance Service Agreement; Los Angeles Department of Water and Power, Los Angeles area well and pump maintenance $5,500,000.00 5 year contract
- Multi Well Project; Corcoran Irrigation District, Corcoran, CA 3) well water well drilling project. $1,800,000.00

Continued Education

Goulds/ITT, Design & Engineering
Goulds/ITT, Turbine Pump
Goulds/ITT, VFD Drive & Training
Peerless Pump, Design & Application
Berkeley Centrifugal Engineering & Application
Dale Carnegie, Management Training
Karras, Effective Negotiating Training
Arc Flash & NFPA/OSHA
RICKY TRUJILLO

Professional Affiliations:
Hi Desert Mountain Water Assoc.

Total Years Experience:
21

Joined Layne WRD:
1999

References:
Zack Reid
City of Corona
951 739-4914

Gonzalo Reyes
LADWP
Engineer
213 367-8419

David Brown
EMWD
Mechanical Service Manager
951 928-3777

John Moreno
City of Beverly Hills
Water System Supervisor
310 288-2802

Eric Escobar, PE
City of Riverside
Public Utilities, Water Engineering
951 826-5482

Account Manager
Water Resources Division

Summary of Qualifications
Mr. Trujillo has 21 years of experience in all aspects of water supply services. He specializes in municipal and industrial water supply design, construction services, well rehabilitation, pump repair and troubleshooting, as well as investigative and remedial services. Mr. Trujillo manages projects through completion, to ensure timely and successful delivery of every project, with monthly/quarterly reports as may be required for each project.

Relevant Project Experience

Well Rehab Project 2019-2020, City of Riverside, CA
Contact: Eric Escobar, PE (951) 826-5482
Contract Amount: $578,678.57

3 Rixes Wells: City of San Bernardino, SB, CA
Account Manager – Rehabilitation of wells. Sonar-Jet remediation, video inspection, wire brush and bail wells, well testing and redevelopment.
Contact: Kevin Stewart (909) 454-5651
Contract Amount: $259,945.00

Well 33: EMWD, Perris, CA
Account Manager – Rehabilitation and Re-develop well. Install, inject with RotoScrub and remove, Boreblast install, remove airlift, furnish and install test pump, well development disinfect well through dual swab, post rehab video log.
Contact: David Brown 951 928-3777
Contract Amount: $261,097.99

Well 15: Palmdale Water District, Hemet, CA
Account Manager – Well rehabilitation, single shot sonar jet, brushing and bailing. Post video log, brush and bail, installation of new pump equipment complete with startup.
Contact: Kelly Jeeters (661) 456-1083
Contract Amount: $134,285.76

Continued Education
Layne, Sales Orientation & Hydrology School
DAVID BRASHEAR

Senior Project Manager
Water Resources Division

Summary of Qualifications

Mr. Brashear has been in the water supply services since 2011. Currently, he is responsible for water-well and pump design services, repairs and project management for Layne Christensen Company. Responsibilities include project design, estimating and management. He oversees project staff as required involved in municipal, agricultural and industrial water supply design and construction services, as well as investigative and remedial services.

Relevant Project Experience

**SDF Wells: Sweetwater Authority, San Diego CA**
*Project Manager – R&I Portion.* Geophysical logs, depth specific sampling, decontamination process, air lifting. Installation of test pump, develop well by pumping and surging. Water analysis of groundwater samples during isolated aquifer zone testing.
Contact: Michael Garrod 619 409-6752
Contract Amount: $7,035,000.00

**Contract 691: LADWP, Los Angeles, CA** –
*Project Manager – Services to remove and install groundwater well submersible and vertical turbine line shaft pump units, and to maintain, repair or destroy wells on an intermittent basis.*
Contact: Gonzalo Reyes 213 367-8419
Contract Amount: $1,290,000.00

**Station 277-01: California Water Services, Torrance, CA**
*Project Manager – Chemical rehabilitation, well development, test pumping and outfitting the well with new equipment.*
Contact: Catherine Lou 310 257-1494
Contract Amount: $138,089.00

Continued Education

Layne Christensen, Pumpology 101 to 104
Roscoe Moss, Well Drilling and Designing
Lakos Sand Solutions Plumbing Products
Project Management Workshop
HSE Leadership Academy
RIGOBERTO PEREIDA
R & I SUPERVISOR
WATER RESOURCES DIVISION

Summary of Qualifications

Mr. Pereida has in-depth knowledge and experience in the following operations: Deep Well Pumps and Booster, Water Well Rehabilitation, Well Destruction, and Pump Installation. He has successfully completed rehabilitations and aqua freed process system. Mr. Pereida has supervised major projects by selecting, assigning, and scheduling employees. Communicated job expectations and managed subcontractors performance, stayed within budget by monitoring expenditures, identifying variances and calculating required resources. Ensured all local regulations were met and codes enforced, avoiding fines and delays. He is a certified crane operator on swing cab and fixed cab cranes large and small. He holds a Class A with endorsements for hazmat, tanker, doubles and triples. Pump rig operator for 13 years on Smeal, Taylor, Simco and Old General “A” frame rigs and cranes.

Relevant Project Experience

**Sites 4 East & 8 North: Northrop Grumman Corp- Palmdale, CA**
R&I Supervisor – Point of contact for client. Mobilize/ schedule rig and crew to job site and perform the following rehab tasks: Pull customers pump equipment. Inject and swab acid. Set up chemical mixing trailer and injecting equipment. Install injecting tool w/reamie to upper perforations 482'. Perform well disinfection, video log.
Contact: Scott Larson (661) 272-8589
Contract Amt. $80,456.60

**Contract 691: LADWP- Los Angeles CA**
R&I Supervisor – Schedule/ mobilize crew to job site. Oversee all aspects of the project, coordinated vendors and/or resources for execution of project.
Project consisted of services to remove, and install groundwater well submersible and vertical turbine line shaft pump units and to maintain repair or destroy wells on an intermittent basis.
Contact: Gonzalo Reyes (213) 367-8419
Contract Amount: $1,258,903.96

**ANC: MMG Agribusiness, Wasco, CA**
R&I Supervisor – Schedule/ mobilize crew to job site, supply, installation and removal of a temporary vertical turbine test pump equipment. Perform test pump development, 24 hour pump and surge, 12 hour step test, & 12 hour constant rate tests.
Contact: Steve Gilfenbain (310) 651-2591
Contract Amount: $354,387.85

Continued Education
Rehabilitation Process
Aqua Freed Process
RONALD WEBER
Field Supervisor
Water Resources Division

Summary of Qualifications

Mr. Weber has been in the Water Industry since 1979. He is knowledgeable of turbine, submersible and booster pump installation. As well as mud rotary, reverse and auger rig drilling. He will determine the safe production rate of each water well; and take accurate measurements of flow, pumping level, specific capacity and sand production. Knowledgeable in the use and safe handling of Cl2, Muriatic Acid, sodium Thiosulfate, Soda Ash and Caustic Soda. Areas of specialized competence are water well development; pump efficiency testing, injection and production well rehabilitation, water pump installation, and water well drilling.

Relevant Project Experience

**Well 31: City of Corona, Corona, CA –**
Well Developer/Supervisor - Well redevelopment to identify/mitigate the sand production during operation. Video survey performed followed by brushing and bailing of the well. Dual Swab Pumping throughout the screened section of the well to identify any specific areas that may be producing sand. Test pump installed and well was pumped at various flow rates to establish a flow where the sand production is at a minimum. A dynamic video was performed while the well was being test pumped to help identify any specific areas that might be the cause of the sand intrusion.
Contact: Zack Reid 951 739-4914
Contract Amount: $73,000.00

**Barrier Wells: LADPW, Alhambra, CA –**
Well Developer/Supervisor – Services to remove and install groundwater well submersible and vertical turbine line shaft pump units and to maintain, repair, or destroy wells on an intermittent basis.
Contact: Cody Snider 626 458-6197
Contract Amount: NTE $915,966.00

Continued Education

- Waste Water I
- Water Math and Hydraulics
Licenses

510011  CORP
LAYNE CHRISTENSEN COMPANY

A C57 C61/D09 C10 C61/D21

05/31/2023  www.cslb.ca.gov
Contractor Information

Legal Entity Name
LAYNE CHRISTENSEN COMPANY

Legal Entity Type
Corporation

Status
Active

Registration Number
1000004273

Registration effective date
07/01/20

Registration expiration date
06/30/23

Mailing Address
1717 W PARK AVE REDLANDS 92373 CA United Sta...

Physical Address
1717 W PARK AVE REDLANDS 92373 CA United Sta...

Email Address
monique.lewinski@gcinc.com

Trade Name/DBA
LAYNE CHRISTENSEN COMPANY

License Number (s)
CSLB:510011
CSLB:510011

Registration History

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Legal Entity Information

Corporation Entity Number: 

Federal Employment Identification Number: 247-53949

President Name: Michael G. Tatusko

Vice President Name: Kent M. Wartick

Treasurer Name: Kenneth B. Olson

Secretary Name: Aaron Storm

CEO Name:

Agency for Service:
CT CORPORATION SYSTEM

Agent of Service Name: 818 WEST 7TH STREET LOS ANGELES 9C

Agent of Service Mailing Address:

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

PEO PEO PEO
PEO InformationName Phone Email
Insured by Carrier: LAYNE C
Policy Holder Name: Valley For
Insurance Carrier: WC 2749
Policy Number: 10/01/21
Inception date: 10/01/22
Expiration Date:
OUTSIDE CITY BUSINESS TAX

The person, firm or corporation named below is granted this certificate as evidence that the business has paid the required taxes to conduct business in City of Inglewood. This certificate is not a business license and it shall not be construed as authorizing the right to conduct or continue any business. This certificate is issued without verification that the taxpayer is subject to or exempt from licensing by the State of California.

Name: LAYNE CHRISTENSEN COMPANY
Location: 1717 W PARK AVE
Owner Name: ANDREW B SCHMITT

LAYNE CHRISTENSEN COMPANY
1717 W PARK AVE
REDLANDS, CA 92373

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF INGLEWOOD

OUTSIDE CITY BUSINESS TAX
Number: S-036087
Description: Contractor/B
Issued Date: January 01, 2022
Expiration Date: December 31, 2022

NOT TRANSFERABLE
Evidence of Insurance
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 LIC #0036661
Alliant Insurance Services, Inc.
560 Mission Street, 6th Floor
San Francisco, CA 94105

INSURED
Layne Christensen Company
585 West Beach Street
Watsonville, CA 95076

INSURER(S) AFFORDING COVERAGE

INSURER A: TRANSPORTATION INS CO
INSURER B: VALLEY FORGE INS CO
INSURER C: CONTINENTAL CAS CO
INSURER D:
INSURER E:
INSURER F:

COVERAGE DATE (MM/DD/YYYY)
09/19/2022

CERTIFICATE NUMBER: 6658661
REVISION NUMBER: N/A

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.

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

Evidence of Insurance

GL Per ISO Form CO 0001 10/01; AL Per ISO Form CA 0001 10/13

CERTIFICATE HOLDER

FOR INFORMATION ONLY
585 West Beach Street
Watsonville, CA 95076
USA

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
| The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract. |
## CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY):** 09/23/2022

**PRODUCER LIC:** 80038861
**Alliant Insurance Services, Inc.**
560 Mission Street, 6th Floor
San Francisco, CA 94105

**INSURER:**
**Layne Christensen Company**
585 West Beach Street
Watsonville, CA 95076

**COVERAGES CERTIFICATE NUMBER:** 66683991

**INSURER AFFORDING COVERAGE:** NAIC #

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**REVISION NUMBER:**

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**POLICY NUMBER POLICY EXP (MM/DD/YYYY) LIMITS**

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

**EVIDENCE OF INSURANCE FOR BIDDING, PRE-QUALIFICATION AND COMPLIANCE PURPOSES**

---

**CERTIFICATE HOLDER**

**FOR INFORMATION ONLY**

585 West Beach Street
Watsonville, CA 95076

**USA**

**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**

**© 1988-2015 ACORD CORPORATION. All rights reserved.**

The ACORD name and logo are registered marks of ACORD.
NAME OF INSURED: Layne Christensen Company

The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.
Proof of Signing Authority
LAYNE CHRISTENSEN COMPANY  
CERTIFICATE OF SECRETARY  

I, Aaron Storm, Secretary of LAYNE CHRISTENSEN COMPANY, a Delaware corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on September 20, 2022; that the Board of Directors acting was duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS  

RESOLVED, that the following officers are authorized to execute and deliver on behalf of the Company all documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Michael G. Tatusko — President & Group Manager  
Kent M. Wartick — Vice President, Water Resources Division  
Gernot E. Penzhorn — Vice President, Mineral Services Division  
Elizabeth L. Curtis — Chief Financial Officer  
Kenneth B. Olson — Treasurer & Assistant Secretary  
Aaron Storm — Secretary  
Terry Jebavy — Group Controller & Assistant Secretary  
Brian M. Snelten — Assistant Secretary  
Nicholas B. Blackburn — Assistant Secretary  

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures, and delegations of authority previously approved and the Granite Construction Incorporated Delegation of Authority Policy then in effect.

AUTHORIZATION TO ATTERT DOCUMENTS AND AGREEMENTS  

RESOLVED, that the following officers are authorized to attest documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Michael G. Tatusko — President & Group Manager  
Kent M. Wartick — Vice President, Water Resources Division  
Gernot E. Penzhorn — Vice President, Mineral Services Division  
Elizabeth L. Curtis — Chief Financial Officer  
Kenneth B. Olson — Treasurer & Assistant Secretary  
Aaron Storm — Secretary  
Terry Jebavy — Group Controller & Assistant Secretary  
Brian M. Snelten — Assistant Secretary  
Nicholas B. Blackburn — Assistant Secretary  

AUTHORIZATION OF APPROVED BORROWERS  

RESOLVED, that the below listed individuals are authorized borrowers on behalf of the Company:

Kyle T. Larkin — President & Chief Executive Officer  
Elizabeth L. Curtis — Executive Vice President, Chief Financial Officer  

29
Kenneth B. Olson        Vice President, Treasurer & Assistant Financial Officer

RESOLVED FURTHER, that the authority provided herein is subject to limits of authority previously approved and the Granite Incorporated Delegation of Authority and Policy then in effect.

AUTHORIZATION OF APPROVED CHECK SIGNERS

RESOLVED, that the below listed individuals are authorized to sign checks and drafts drawn on the Company's accounts:

Kyle T. Larkin         President & Chief Executive Officer
Elizabeth L. Curtis    Executive Vice President, Chief Financial Officer
Kenneth B. Olson       Vice President, Treasurer & Assistant Financial Officer
Nicholas B. Blackburn  Senior Director of Corporate Taxation

RESOLVED FURTHER, that the authority provided herein is subject to limits of authority previously approved and the Granite Incorporated Delegation of Authority and Policy then in effect.

Dated: September 20, 2022

[Signature]

Aaron Storm

[Stamp]
This Temporary Authorization is made pursuant to, and in accordance with, GMS FOA-SP-001 Limits of Authority Procedure ("Procedure"). The undersigned authorizes and appoints Todd A. Howard, General Manager, to bid projects, provide proposals, execute contract documents including change orders and purchase orders, and other necessary functions to advance projects and opportunities within their authority as dictated by the Limits of Authority Matrix Exhibit C for the period from July 1, 2022 through and including December 31, 2022.

This authority is subject to the terms and conditions of the Policy, the limits of authority granted to the undersigned pursuant to such Policy, the FOA-GD-001 Limits of Authority Matrix (Exhibits A & B & C) and all other applicable GMS policies.

Comments: Temporary Authorization expires December 31, 2022

Dated: June 28, 2022

Authorizing Individual: 

Print Name: Kent M. Wartick, Vice President and Division Manager (WRD)

Instructions:

Form to be retained by authorizing individual and designee.

This form may be used to delegate signature authority for a bid, including an electronic bid. The comments section may be used to further identify the specific project. Please upload an executed copy to the opportunity in Granite's bidding system (CAM360).
Proposal Bid Forms
Bid Proposal

"INGLEWOOD WELL NO. 4 REHABILITATION & NORTH INGLEWOOD-BOOSTER PUMP #3 REPLACEMENT PROJECT"

To the Mayor and City Council
City of Inglewood
Inglewood, CA 90301

The undersigned declares that he/she has carefully examined the location of the proposed work and has otherwise satisfied himself/herself as to the nature and location of the work, and is fully informed as to all conditions and matters which can in any way affect the work or cost thereof, that he/she has examined the Specifications and Plans, and has read the accompanying "INSTRUCTIONS TO BIDDERS" and hereby agrees to provide the following:

To furnish all labor, materials, equipment, transportation, and services and to do all the work required for the "INGLEWOOD WELL NO. 4 REHABILITATION & NORTH INGLEWOOD-BOOSTER PUMP #3 REPLACEMENT PROJECT" and in strict conformity with the specifications and at the following total lump sum prices, to Wit.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Bid Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization and Demobilization including Business License &amp; Liability Insurance.</td>
<td>1</td>
<td>Lump Sum</td>
<td>$58,710.00</td>
<td>$58,710.00</td>
</tr>
<tr>
<td>2</td>
<td>Traffic Control &amp; Devices and Site Security (temporary fence, etc.)</td>
<td>1</td>
<td>Lump Sum</td>
<td>$12,825.00</td>
<td>$12,825.00</td>
</tr>
<tr>
<td>3</td>
<td>Well No. 4 Rehabilitation Implementation of NPDES (Baker’s tanks), BMPs, and SCAQMD Rule 403 in accordance with the latest State regulations</td>
<td>1</td>
<td>Lump Sum</td>
<td>$46,375.00</td>
<td>$46,375.00</td>
</tr>
<tr>
<td>4</td>
<td>Using crane &amp; manpower to remove entire existing pump/motor assembly, and discharge Manifold.</td>
<td>1</td>
<td>Lump Sum</td>
<td>$36,300.00</td>
<td>$36,300.00</td>
</tr>
<tr>
<td>5</td>
<td>Video the well condition before and after thorough cleaning (DVD/MP4 &amp; report).</td>
<td>3</td>
<td>Each</td>
<td>$2,315.00</td>
<td>$6,945.00</td>
</tr>
<tr>
<td>6</td>
<td>Wire-brush Well Casing.</td>
<td>16</td>
<td>Hours</td>
<td>$550.00</td>
<td>$8,800.00</td>
</tr>
<tr>
<td>7</td>
<td>Bailing the well, plus disposal of removed materials.</td>
<td>32</td>
<td>Hours</td>
<td>$550.00</td>
<td>$17,600.00</td>
</tr>
<tr>
<td>8</td>
<td>Clean well via Bore Blast/Air Burst. (OPTIONAL)</td>
<td>16</td>
<td>Hours</td>
<td>$760.00</td>
<td>$12,160.00</td>
</tr>
<tr>
<td>9</td>
<td>Airlifting, plus disposal of removed materials.</td>
<td>32</td>
<td>Hours</td>
<td>$850.00</td>
<td>$27,200.00</td>
</tr>
<tr>
<td>10</td>
<td>Perform Chemical Treatment to well using Innova chemicals per Innova chemicals attachment - upon City approval.</td>
<td>1</td>
<td>Lump Sum</td>
<td>$129,425.00</td>
<td>$129,425.00</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Units</td>
<td>Rate</td>
<td>Amount</td>
<td>Amount</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------</td>
<td>-------</td>
<td>------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>11</td>
<td>Installation and removal of Test Pump.</td>
<td>1</td>
<td></td>
<td>$77,220.00</td>
<td>$77,220.00</td>
</tr>
<tr>
<td>12</td>
<td>Sample and Test Effluent Discharge.</td>
<td>3</td>
<td>Each</td>
<td>$1,675.00</td>
<td>$5,025.00</td>
</tr>
<tr>
<td>13</td>
<td>Redevelopment by Pumping.</td>
<td>48</td>
<td>Hours</td>
<td>$455.00</td>
<td>$21,840.00</td>
</tr>
<tr>
<td>14</td>
<td>Yield and Drawdown Tests.</td>
<td>48</td>
<td>Hours</td>
<td>$455.00</td>
<td>$21,840.00</td>
</tr>
<tr>
<td>15</td>
<td>Furnish and Install New C.I. Well Discharge Head Assemblies (including reducer, stuff box, etc.) and connection to raw water pipe downstream.</td>
<td>1</td>
<td>Lump Sum</td>
<td>$5,360.00</td>
<td>$5,360.00</td>
</tr>
<tr>
<td>16</td>
<td>Furnish and Install new submersible pump/motor assembly with design: 300 gallon per minute @ 575-feet TDH &amp; 100-HP motor.</td>
<td>1</td>
<td>Lump Sum</td>
<td>$54,600.00</td>
<td>$54,600.00</td>
</tr>
<tr>
<td>17</td>
<td>Furnish and Install new 6-inch Column Pipe Assembly to fit new submersible pump/motor assembly and new discharge head.</td>
<td>500</td>
<td>LF</td>
<td>$70.00</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>18</td>
<td>Furnish and Install air line with direct read gauge for water level monitoring.</td>
<td>1</td>
<td>SET</td>
<td>$1,935.00</td>
<td>$1,935.00</td>
</tr>
<tr>
<td>19</td>
<td>Furnish and install electronic submersible transducer (titanium) with a 2-inch x 500-feet PVC pipe for level &amp; pressure (length=500 feet): 4-20mA output; 8-36 VDC. – upon City approval.</td>
<td>1</td>
<td>SET</td>
<td>$6,375.00</td>
<td>$6,375.00</td>
</tr>
<tr>
<td>20</td>
<td>Inspect, Evaluate, and Recommend Existing Electrical System &amp; Wiring for downsizing from 2300 voltage service to 460 or 230 voltage by a licensed electrician.</td>
<td>1</td>
<td>Lump Sum</td>
<td>$3,525.00</td>
<td>$3,525.00</td>
</tr>
<tr>
<td>21</td>
<td>Furnish &amp; Install new electrical system parts &amp; components/units for downsizing from 2300 voltage service to 460 voltage or 230 voltage by a licensed electrician.</td>
<td>1</td>
<td>Lump Sum</td>
<td>$143,650.00</td>
<td>$143,650.00</td>
</tr>
<tr>
<td>22</td>
<td>Miscellaneous &amp; all other Works such check motor rotation, pump adjustment, perform start-up, test, and disinfection plus Final Report.</td>
<td>1</td>
<td>Lump Sum</td>
<td>$47,270.00</td>
<td>$47,270.00</td>
</tr>
<tr>
<td>23</td>
<td><strong>Removal of existing Programmable Logic Controller (PLC) system and cleanup.</strong></td>
<td>1</td>
<td>Lump Sum</td>
<td>$4,487.00</td>
<td>$4,487.00</td>
</tr>
<tr>
<td>24</td>
<td>Furnish and Install ControlWave Micro PLC System, including a mount, I/O Cards, and retro-fit kit.</td>
<td>1</td>
<td>Lump Sum</td>
<td>$57,115.00</td>
<td>$57,115.00</td>
</tr>
</tbody>
</table>
Furnish and Install a new power supply and battery, and backup battery unit for new PLC system. Explosion/Leak Free Battery Required.  

Provide PLC software programming and communication setup service.  

Miscellaneous, incidentals & all other Works such as pump adjustment, other during the startup, etc., provide Final Report including as-built drawing, as indicated on the contract documents.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Lump Sum</th>
<th></th>
<th>Lump Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td></td>
<td>$3,525.00</td>
<td></td>
<td>$3,525.00</td>
</tr>
<tr>
<td>26</td>
<td></td>
<td>$25,000.00</td>
<td></td>
<td>$25,000.00</td>
</tr>
<tr>
<td>27</td>
<td></td>
<td>Deleted</td>
<td></td>
<td>Deleted</td>
</tr>
</tbody>
</table>

TOTAL BID WRITTEN IN WORDS  
EIGHT HUNDRED SEVENTY THOUSAND, ONE HUNDRED SEVEN DOLLARS & ZERO CENTS  

TOTAL BID IN FIGURES  
$870,107.00

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL. The undersigned understands that the City of Inglewood reserves the right to accept or reject any or all bids submitted, to re-advertise at its discretion.

This bid is based upon completing the work within one hundred eighty (180) working days* from the date of the Notice to Proceed. Before signing the contract, the lowest responsible bidder shall furnish all necessary bonds within ten (10) days after receiving the Contract notification.

Each bid must be accompanied by a deposit in the form of cash, a cashier’s or certified check made payable to the City of Inglewood, or a bid bond, for an amount of not less than ten percent (10%) of the aggregate amount of the bid, as a guarantee that the successful bidder will, within the time specified, enter into an agreement as provided in the Bid Document and furnish bonds when required in the Special Provisions: one for Faithful Performance in the amount of the Contract Sum, and one for Contractor’s Labor and Materials in the amount of the Contract Sum.

Attention is directed to the provisions of Public Contract Code Section 10164 concerning Contractor’s licensing laws. This contract requires at least a valid California Contractor License Class “A” License or Class “C57” Water Well Drilling Contractor License at the time of bid. In addition, a City of Inglewood business license will also be required.

Lowest monetary bidder will be determined by the total lump sum bid amount indicated above. The City, however, reserves the right to add or subtract quantities or work based on the unit prices/unit lump sums so indicated as its budgetary needs may require. Notwithstanding Section 3, paragraph 3-2.1 of the Standard Specification for Public Works Construction, the City may change the Plans, Specifications, character of the work, or quantity of work provided even when the total arithmetic dollar value of such changes, both additive and deductive, are in excess of twenty-five percent (25%) of the Total Contract price. No adjustment for the Unit Prices/Unit Lump Sum will be made for the adjusted quantities or work.

If subcontracted works involved, per California Public Contract Code (PCC) 4105 of the PCC Division 2 Part 1 Chapter 4, the primary contractor is required to complete at least 50% of the amount of project works. Otherwise, the primary contractor violates the contract of the project, and City shall void this contract and stop all works at City’s discretion for the best interest of the City. For this reason, if the contract becomes

BID NO. CB-23-01  
ADDENDUM NO. 1 & NO. 2  
8 OF 120  
Inglewood Well 4 Rehab & NIBP #3  
Pump-Replacement Project

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void, City shall terminate the contract without paying any fee/other fees or additional costs to the Contractor/Subcontractors except the works completed at the time of the termination/work stopped.

Pursuant to Federal law, Disadvantaged Business Enterprise (DBE) requirements shall include all DBEs, as described in the Specifications. This project is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12590, and in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation.

Attention is directed to the provisions of Labor Code § 1725.5: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (with limited expectations for this requirement for bid purposes only under Labor Code Section 1771.1a). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner for all new projects awarded on or after April 1, 2015. The Labor Commissioner may excuse contractors and subcontractors on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District and County of Sacramento) or that is covered by a qualified project labor agreement. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them. The Contractor or any subcontractor shall comply with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, CA, or the Division of Apprenticeship Standards and its branch offices.

Also, Amendments to Assembly Bill 219 became effective on July 1, 2016. The amendments made the following changes to Labor Code section 1720.9: a company hauling or delivering ready-mix concrete for a public works contract shall perform the following: (1) Register as a public works contractor; (2) Submit a certified copy of the payroll records required by subdivision (a) of Section 1776 to the party that engaged the company and to the general contractor within five working days after the employee has been paid, accompanied by a written time record that shall be certified by each driver for the performance of job duties; and (3) Ready-mix concrete companies’ requirement to submit payroll online to DIR using its electronic certified payroll reporting system is temporarily on hold.

Notice is hereby given that the City Council has ascertained the prevailing rates of per diem wages in the locality in which the work is to be done for each craft or type of workman or mechanic needed to execute the Contract in accordance with the provisions of Section 1770, etc. seq. of the Labor Code; said prevailing rates are on file in the Office of the City Clerk and are incorporated herein by reference. Copies shall be made available to any interested party on request.

PREVAILING WAGE REQUIREMENTS: Pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7, as amended, the applicable prevailing wages for this project have been determined. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the higher of the Federal and the State prevailing wage rates to all workers employed by them in the execution of the contract. The applicable Federal prevailing wage rates are those that are in effect ten (10) calendar days prior to bid opening; they are set forth on the U.S. General Services Department website: [https://beta.sam.gov/help/wage-determinations](https://beta.sam.gov/help/wage-determinations) but are not printed in the Specifications. Lower State wage rates for work classifications not specifically listed in the Federal wage decision are not acceptable. The applicable State prevailing wage rates are set forth on the California Department of Industrial Relations website: [http://www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD) but are not printed in the Specifications;
these rates are subject to predetermined increases.

The U.S. Department of Transportation (DOT) provides a toll-free hotline service to report bid rigging, bidder collusion, or other fraudulent activities. The hotline is available Mondays through Fridays between 8:00 a.m. and 5:00 p.m. eastern time, at (800) 424-9071. The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Conflict of Interest: in the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

This project is subject to the “Buy America” provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

NOTICE: The City of Inglewood will retain ownership of all building materials (i.e., plywood boards and beams) and security devices (i.e., security window grates and security doors) used for security on the buildings that constitute the properties identified in this bid package. All companies bidding on this project shall take that fact into consideration when preparing and submitting a bid. At its discretion, the City of Inglewood maintenance crews shall select and remove the plywood building materials and security devices from the buildings prior to the buildings being abated of asbestos/lead paint and demolished. The City of Inglewood maintenance crews will be solely responsible for removing the plywood building materials and security devices from the buildings. The general contractor for the project shall not assess a fee or cost to the City of Inglewood for removing its plywood building materials and security devices from its buildings.

Layne Christensen Company

Company’s Legal Name

1717 W Park Ave. Redlands, CA 92373 (909) 390-2833
Street Address of Company City State Zip code Phone number

[Signature]
Authorized Signature

General Manager 12/6/2022
Title Date

Todd A. Howard

Type or Print Authorized Person’s Name

A C57 C61/D09 C10 C61/D21 CA 510011 Ecp; 5/31/2023
Contractor License Type State Number & Expiration

BID NO. CB-23-01
ADDITIONAL NO. 1 & NO. 2
10 OF 120 Inglewood Well 4 Rehab & MBB #3 Pump-Replacement Project
Bid Bond
Project Name: Inglewood Well No.4 Rehabilitation Project
Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS: THAT we, Layne Christensen Company as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the City of Inglewood, hereinafter called the City, in the penal sum of Ten Percent (10%) TEN PERCENT (10%) OF THE TOTAL AGGREGATE AMOUNT OF THE BID of the Principal submitted to the said City for the work described below for the payment of which sum in lawful money of the United States, 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 whereas the Principal has submitted the accompanying bid dated December 7, 2022 for the City of Inglewood procurement commonly referred to as:

Inglewood Well No.4 Rehabilitation Project CB-23-01

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if the Principal be awarded the Contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him/her/it for signature, enter into a written Contract, as applicable, with the City, in accordance with the Bid as accepted and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract(s), or in the event of the withdrawal of said Bid within the period specified or the failure to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the City the difference between the amount specified in said Bid and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the City in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for Bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for Bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 22nd day of November, 2022, the name and corporate seal of each corporate party being hereeto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

Principal: Layne Christensen Company
By: [Signature]
Title: Todd A. Howard, General Manager

SURETY: Travelers Casualty and Surety Company of America
By: [Signature]
Attorney-in-Fact
Isabel Barron, Attorney-In-Fact

BID NO. CB-23-01
ADDENDUM NO. 1 & NO. 2

Hartford, Conn.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California  
County of San Bernardino  

On 12/6/2022 before me, Herminia Gilbon, Notary Public,

Date

personally appeared Todd A. Howard

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Herminia Gilbon

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 12/22/2022

Number of Pages: 4

Signer(s) Other Than Named Above: Isabel Barron, Attorney for Surety

Capacity(ies) Claimed by Signer(s)

Signer's Name:  

☐ Corporate Officer — Title(s):  

☐ Partner — Limited General

☐ Individual  ☐ Attorney in Fact

☐ Trustee  ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:  

Signer's Name:  

☐ Corporate Officer — Title(s):  

☐ Partner — Limited General

☐ Individual  ☐ Attorney in Fact

☐ Trustee  ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:  

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ACKNOWLEDGMENT

State of California
County of Santa Cruz

On November 22, 2022 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Maria Gomez, Notary Public

(Seal)
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Isabel Barron of Watsonville, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be heretofore affixed, this 21st day of April, 2021.

State of Connecticut

City of Hartford ss.

By: ____________________________

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021 before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

[Seal]

Anna P. Novik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries, or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the foregoing resolutions are true and correct copies of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this ____________________________

November 22, 2022

[Seal]

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.
List of Subcontractor

As of March 1, 2015, Contractors (and subcontractors) wishing to bid on public works contracts shall be registered with the State Department of Industrial Relations and certified to bid on Public Works contracts.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations and Section 4104 of the California Public Contract Code, the following information is required for each subcontractor that will perform work amounting to more than one-half of one percent (0.5%) of the Total Base Bid or $10,000, whichever is greater. Photocopy this form for additional firms.

<table>
<thead>
<tr>
<th>Subcontractor Name and Location</th>
<th>Line Item &amp; Description</th>
<th>Subcontract Amount</th>
<th>% of Bid Item Subcontracted</th>
<th>Contractor License Number and DIR Reg. Number</th>
<th>DBE (Y/N)*</th>
<th>DBE Cert Number*</th>
<th>Annual Gross Receipts</th>
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<tbody>
<tr>
<td>Littlejohn-Reuland Corporation</td>
<td>20,21,23,24, 25, &amp; 26</td>
<td>$237,250.00</td>
<td>100% of line items listed</td>
<td>4418</td>
<td>N</td>
<td>1000005408</td>
<td>$&lt;1 million</td>
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<td>City, State:</td>
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<td>Los Angeles, CA</td>
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<td>Age of Firm: _ yrs</td>
</tr>
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</table>

* DBE information not required for locally-funded, state-funded, and U.S. Housing and Urban Development / Community Development Block Grant (CDBG)-funded projects.
References - please provide Reference(s) on similar type of work:

1. **Virgin Valley Water District**  
   Organization/Agency:  
   **Contact Person**:  
   **Phone**: (702) 346-5731  
   **Well No. 31 Pump Rehabilitation**  
   **Type of work performed**  
   **$192,987**  
   Contract amount:  
   **Date completed**: 7/2022  

2. **San Bernardino County - Special District Dept.**  
   Organization/Agency:  
   **Contact Person**:  
   **Phone**: (760) 962-1510  
   **CSA 70J Well 2 Repair**  
   **Type of work performed**  
   **$189,618**  
   Contract amount:  
   **Date completed**: 7/2022  

3. **City of Victorville**  
   Organization/Agency:  
   **Contact Person**:  
   **Phone**: (760) 955-2993  
   **Well 109 and 120 Rehabilitation Project**  
   **Type of work performed**  
   **$263,096**  
   Contract amount:  
   **Date completed**: 6/2022  

4. **Victorville Water Department**  
   Organization/Agency:  
   **Contact Person**:  
   **Phone**: (760) 955-2993  
   **Well 116 Rehab**  
   **Type of work performed**  
   **$445,900**  
   Contract amount:  
   **Date completed**: 3/2022
Question Concerning Bid
All questions and issues related to the bid requirement or the expected information must be made in writing through the City Planet Bids Portal.

Please visit https://pbsystem.planetbids.com/portal/45619/portal-home to learn about bid opportunities available to Contractors, or suppliers.

The City will only communicate with one person per bid. It is the responsibility of the Contractor to ensure that the City has the correct name and address of the contact person, phone number, and e-mail address. All changes to the instructions in this BID will be made through a written addendum and the addendum will be posted on the City Planet bid portal for bidders to obtain.

Mandatory Pre-Bid Job Walk will be on **10:00 a.m. on Wednesday, October 26, 2022 at 2401 West 101st Street, Inglewood, CA 90303**, near the intersection of West 101 Street & West Century Boulevard South-Local Street.

No Questions will be received or responded to after **12:00 p.m. on Tuesday, November 15, 2022**

Each bid to be considered must be delivered to and received no later than **11:00 a.m. on Wednesday, December 7, 2022** at the City of Inglewood City Clerk’s Office.

Submission of Bids
Written responses to the BID NO. CB-23-01 must be prepared as specified above as to form, content, and sequence. Respondents should follow the checklist to ensure that all requirements are met. No changes to responses may be made after the submittal deadline.

- Bid Proposal/fee shall be in a sealed envelope with the name and address of the respondent in the upper left-hand corner and marked “BID NO. CB-23-01 INGLEWOOD WELL NO. 4 REHABILITATION & NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT”.
- One original Bid for “BID NO. CB-23-01 INGLEWOOD WELL NO. 4 REHABILITATION & NORTH INGLEWOOD BOOSTER PUMP #3 REPLACEMENT PROJECT” shall deliver to City of Inglewood City Clerk’s Office, received on or before, but no later than **11:00 a.m. on Wednesday, December 7, 2022**. Any responses received after this time will not be considered by the City.
- The response shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the respondent and submitted to:

  **City of Inglewood - Office of the City Clerk**
  1 West Manchester Blvd, First Floor, Inglewood, CA 90301

The City reserves the right to waive informalities in any bid, to reject any or all bids, to reject one part of a bid and accept the other, except to the extent that bids are qualified by specific limitations, and to make awards to the Contractor whose bid is most beneficial to the needs of the City.

Each firm is responsible for the timely delivery of any response. Additionally, the City will not be responsible for the delivery of any bid to the wrong address or City Department. Each firm assumes all risks and/or consequences of an incorrect delivery or an untimely delivery of a bid.

Waiver and Rights of the City
There is no guarantee that the City will decide to move forward with any Contractor based on the Bid submittals.

The City reserves the right to reject any or all submittals and bids. The Contractor waives all rights to seek compensation and/or legal remedies regarding any aspects of the Bid and the City’s selection process,
upon the submittal of a response to the Bid.

The City reserves the right, at its discretion, to pursue any or all of the following actions related to this Bid.

a. Issue addenda to the Bid. Addendum or addenda will be posted on www.planetbids.com to the prospective Contractor(s).
b. Request additional information and/or clarification of the bid.

The balance of this page is intentionally left blank.
Declaration for the Contractor
I declare that I am an authorized agent or officer of the entity submitting this bid and in such capacity I am empowered to submit this bid on behalf of (entity):

Layne Christensen Company

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY: Signature: 

Printed Name: Todd A. Howard

Position/Title: General Manager

Date of Execution: 12/6/2022
Extension of Contract to Other Public Agencies
The prices, terms and conditions of this bid may be extended to other governmental agencies at the mutual agreement of both the City and the Contractor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the successful Contractor. The City of Inglewood does not warrant any additional use of the contract by such agencies. The Contractor’s response as requested below will no way affect the City of Inglewood’s consideration of this quote.

Please indicate if this quote will be extended to other public agencies, and the length of time it will remain in effect from the opening date of this quote.

Yes □  No ☒  Length of Time: __________________________ (Days /Months)
Noncollusion Declaration to be Executed by Bidder and submitted with Bid
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY / COUNTY of Inglewood
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106, the undersigned declares:
I am the General Manager of Layne Christensen Company the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12/6/2022 [date], at Redlands [city], California [state]."

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature of Officer or Authorized Agent

Todd A. Howard
General Manager
# EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of Inglewood  
2. Contract DBE Goal: 1%

3. Project Description: Inglewood Well No. 4 Rehabilitation Project  
4. Project Location: 3630 West 118th Place, Inglewood, CA 90303

5. Bidder’s Name: Layne Christensen Company  
6. Prime Certified DBE:  
7. Bid Amount:

8. Total Dollar Amount for ALL Subcontractors:  
9. Total Number of ALL Subcontractors:

<table>
<thead>
<tr>
<th>10. Bid Item Number</th>
<th>11. Description of Work, Service, or Materials Supplied</th>
<th>12. DBE Certification Number</th>
<th>13. DBE Contact Information (Must be certified on the date bids are opened)</th>
<th>14. DBE Dollar Amount</th>
</tr>
</thead>
</table>
| All                 | Equipment Rentals                                    | 44841                       | Trinity Equipment Rentals  
2650 S La Cadena Dr,  
Colton, CA 92324       | est. $9,000                                       |

Local Agency to Complete this Section

21. Local Agency Contract Number:  
22. Federal-Aid Project Number:  
23. Bid Opening Date:  
24. Contract Award Date:  

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

25. Local Agency Representative’s Signature  
26. Date  
27. Local Agency Representative’s Name  
28. Phone  
29. Local Agency Representative’s Title

26/6/2022

15. TOTAL CLAIMED DBE PARTICIPATION  
1 %

16. Preparer’s Signature  
17. Date  
18. Preparer’s Name  
19. Phone  
20. Preparer’s Title

**General Manager**  

**Todd A. Howard**  
(909) 390-2833

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective Item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3990 or write Records and Forms Management, 1120 N Street, MS-89 Sacramento, CA 95814

DISTRIBUTION: 1. Original – Local Agency  
2. Copy – Caltrans District Local Assistance Engineer (DLAE) Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

F-30  
January 2019
Clarifications Letter
City of Inglewood
Bid No. CB-23-01
Inglewood Well No. 4 Rehabilitation Clarifications

Layne assumes the time of completion is 180 working days and not the 200 working days stated on the Federal contract portion of the specifications provided.

Layne assumes that the time of completion will be adjusted due to current material procurement lead times, upwards of 30 weeks.

Layne has excluded any portion of the bid in reference to Booster pump #3.

Layne assumes that the final pump design will be based on information collected from testing the well and that the equipment provided as part of the bid is for bid purposes only.

Layne assumes that any LD’s implemented will be at the rate of $400 (four hundred dollars) per day in lieu of the stated $8,300 (eight thousand, three hundred dollars) as stated in the Federal Contract portion of the bid specifications provided.

Bid Item 10 – Layne has calculated the volume of chemistry to be used based on the wells original bore hole volume to aid in fully cleaning all three layers of casing.

Bid Item 10, Section 3.3 – Chemical treatment does not include removal of the chemistry in the well. Layne assumes bid item 9, Airlifting, will be performed to remove the chemistry, and billed at the hourly rate.

Bid Item 15 – Layne is taking exception to Furnish and supply new CI discharge head or the use of the existing head due to possible limitations for the use of submersible pump cable. Layne will furnish a new fabricated steel submersible pump surface plate (discharge head). The surface plate will accommodate the existing pipeline height and fitment.

Section 3.4 - Layne takes exception to providing a test pump capable of producing 1500gpm or 3000gpm. Layne will furnish, install and remove a test pump capable of producing 500gpm with a tdp of 540', set to a depth of 500'.

Section 3.6 – Layne assumes that samples can be collected by competent Layne crew member and tested by a certified laboratory and excludes having a lab tech collect samples at the site.

Section 3.8 – Disinfection of the well be performed utilizing the test pump prior to removal. This is due to the permanent pumping equipment to be designed with a check valve and will not allow surging whereas the test pump will not be equipped with a check valve and will allow surging.

Section 3.8 – Layne will perform a second round of disinfection treatment if the results from the initial disinfection are not satisfactory. If additional disinfection is required beyond a second round, Layne will issue a change order to perform additional disinfection methods.

Section 3.9 – Layne takes exception to the specification pertaining to rewinding motors. The motor being provided is new and of the submersible type.

Electrical scope of work:
• Supply and install a conduit run from the existing MV switchgear switch to a new 150 kva transformer 4160 v – 480 v.
• Supply and install conduit apparatus, conduit supports & strapping for a new feeder to the transformer
  • Supply and install a new 150kva transformer outside of the pump building on a serviced pad
  • Supply and install appropriately sized medium voltage cabling from the main distribution to the new transformer
  • Supply and install medium voltage termination kits
  • Test cable and termination kits installed
  • Makeup terminations on the primary side of the transformer and the main distribution
  • Supply and install conduit between the secondary side of the new transformer and the motor starter unit
  • Test cables
  • Makeup terminations on the secondary side of the transformer and the new starter unit
  • Supply and install a conduit run from the new starter unit to the pump motor
  • Supply and install conduit apparatus, conduit supports & strapping for a conduit between the starter unit and the pump motor
  • Supply and install appropriately sized cables between the starter unit and the pump motor
  • Test cables
  • Makeup terminations on the starter unit and the pump motor
• Removal of existing Programmable Logic Controller (PLC) system and cleanup. The existing Bristol 3330 unit will be removed and replaced with the new Control Wave Micro PLC mounted on a panel designed to fit in place of the legacy PLC. Other components and wiring in the enclosure will remain in place.
• Furnish and Install Control Wave Micro PLC System, including a mount, I/O Cards, and retro-fit kit. Provide a Control Wave Micro PLC assembly that is designed to fit into the wall mounted control panel that is currently housing the existing Bristol 3330 at the Well 4 Pump Station facility. The Control Wave Micro will contain the appropriate complement of I/O cards to maintain its current function, communicate with the Data Concentrator via radio, and communicate to Wells
  • The new Control Wave Micro PLC System will include
    • 1. Control Wave Micro Chassis 8-Slot
    • 2. Control Wave Micro 150 MHz CPU
    • 3. Control Wave Micro PSU 24V
    • 4. Control Wave Micro 20-Button Keypad
    • 5. Control Wave Micro Communication Card, 2 Serial, 1 Ethernet
    • 6. Control Wave Micro I/O Card - 16 DO
    • 8. AI
    • 9. Control Wave Micro I/O Card - 4 AO, QTY x2
10. Radio Cable, 3-6 Feet, for Micro to a MDS Transnet 900 Radio
11. Radio Cable, 3-6 Feet, for CWMicro to a MDS 9810 Radio

Furnish and install a new power supply and backup battery unit for new PLC system

Programming PLC software and communication setup service.
The existing Bristol ACCOL load/program will be converted to Control Wave Designer using the Bristol ACCOL Translator Tool.
The results will be reviewed and modified as needed and configured to accommodate the ACCOL names.
Replacement and termination of the replacement sub-panel, on-site startup assistance, troubleshooting, and debugging is included in this scope of work.

Supply and install conduit and wiring for controls from the starter unit back to the new scada system

Note: Approximately Lead time schedule at this time to procure equipment
Scada Panel ....................................180 days
Starter unit ....................................120 Days
Transformer ....................................15-30 weeks

Pricing does not include permit and plan check fees.
Addendum(s)
November 2, 2022

ADDENDUM NO. 1

Inglewood Well No. 4 Rehabilitation & North Inglewood Booster Pump #3 Replacement Project
CB-23-01

TO: PROSPECTIVE BIDDERS

SUBJECT: MODIFICATION OF PLAN AND BID SPECIFICATIONS

The following modifications have been made to the Project Plan and Bid Specifications:

1. Per City Manager’s office in regard to ARPA funding, the project is now changed to “Inglewood Well No. 4 Rehabilitation Project” from “Inglewood Well No 4 Rehabilitation & North Inglewood Booster Pump #3 Replacement Project” for removing bid items for North Inglewood Booster Pump #3 Replacement. On Page 7, 8, 99, and 100, Bid Item #23, #24, #25, and #26 will be changed and Item #27 will be deleted. Prospective bidders were notified.

2. On Page 97, for Bid Item #15, a new paragraph is added as “Contractor can use the existing discharge modified and reconditioned/repainted. The newly modified discharge head must fit the new pump/motor, pump column, and downstream raw water pipe.” Please see the attached updated Page 97. Prospective bidders are asked to bid based on this.

3. On Page 7, 97, and 98, for Bid Item #16, city is asking for new submersible pump/motor assembly with 100-HP motor, flow of 300 gallon per minute, and 575-feet total dynamic head (TDH). Please see the attached updated Page 7, 97, and 98. Prospective bidders are asked to bid based on this.

4. On Page 99, for Bid Item #21, a new sentence is added to bid explanation as “It shall include replacement of wirings, interrupters, and fuses plus new step-down electrical transformer.” Please see the attached updated Page 99. Prospective bidders are asked to bid based on this.

5. On Page 7 and Page 99, for Bid Item #23, city is asking to change to “Removal of existing Programmable Logic Controller (PLC) system and cleanup” from “Using crane to Remove & Re-Install Motor, Column Tube Shaft, Discharge Manifold, & Pump assembly, plus storage & protection” of deleted NIBP#3 pump. The bid explanation will change accordingly per updated Page 99. Prospective bidders are asked to bid based on this. Please see the attached updated Page 7 and 99.

6. On Page 7 and 99, for Bid item #24, city is asking to change to “Furnish and Install ControlWave Micro PLC System, including a mount, I/O Cards, and retro-fit kit.” from “Furnish and install new water-lube pump assembly (2600-gpm at 125-feet TDH) upon City
Engineer approval" of deleted NIBP#3 pump. The bid explanation will change accordingly per updated Page 99. Prospective bidders are asked to bid based on this. Please see the attached updated Page 7 and 99. Please see the attached updated Page 7 and 99.

7. On Page 8, 99 and 100, for Bid Item #25, city is asking to change to "Furnish and Install a new power supply and battery, and backup battery unit for new PLC system. Explosion/Leak Free Battery Required" from "Furnish and install 12-inch Stainless Steel Column Pipe Assembly (including SS416 shaft)" of deleted NIBP#3 pump. The bid explanation will change accordingly per updated Page 99 and 100. Prospective bidders are asked to bid based on this. Please see the attached updated Page 8, 99, and 100.

8. On Page 8 and 100, for Bid Item #26, city is asking to change to "Provide PLC software programming and communication setup service." from "Repair & Replace Wiring Onsite for NIBP #3 pump assembly" of deleted NIBP#3 pump. The bid explanation will change accordingly on updated Page 100. Prospective bidders are asked to bid based on this. Please see the attached updated Page 8 and 100.

9. On Page 8 and 100, for Bid Item #27, this bid item is deleted. Prospective bidders are asked to bid based on this. Please see the attached updated Page 8 and 100.

10. Per new bid item #23, #24, #25, and #26 stated above, a 60-page document of new PLC system from City's consultant shall be added.

Please acknowledge receipt of Addendum No. 1. If you have any questions, please contact Thomas C. Lee @ tjlee@cityofinglewood.org.

Sincerely,

Louis A. Atwell, P.E.
Public Works Director

Todd A. Howard, General Manager
Layne Christensen Company
ADDENDUM NO. 2

Inglewood Well No. 4 Rehabilitation Project
CB-23-01

TO: PROSPECTIVE BIDDERS

SUBJECT: MODIFICATION OF PLAN AND BID SPECIFICATIONS

The following modifications have been made to the Project Plan and Bid Specifications:

1. On Exhibit 15-G Construction Contract DBE Commitment form, project name shall be changed to “Inglewood Well No. 4 Rehabilitation project” from “Centinela Avenue Medians & Traffic Signal Improvements”. Project location shall be changed to “3630 West 118th Place, Inglewood, CA 90303” from “Centinela Avenue from La Cienega Blvd. to La Brea Avenue.” Due the limited contractor and specialty, the DBE goals shall be changed to “1%” from “27%”. Prospective bidders are asked to bid based on this.

2. On Exhibit 15-H Proposer Contractor Good Faith Efforts form, Federal-aid Project No(s) shall be changed to “N/A” from “HSIPL-51643(033)”. The DBE goal shall be changed to “1%” from “27%”. Prospective bidders are asked to bid based on this.

Please acknowledge receipt of Addendum No. 2. If you have any questions, please contact Thomas C. Lee @ tlee@cityofinglewood.org.

Sincerely,

Louis A. Atwell, P.E.
Public Works Director

Todd A. Howard, General Manager
Layne Christensen Company
Attachment No. 3
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF INGLEWOOD, CALIFORNIA, REJECTING
ALL BIDS SUBMITTED FOR BID CB-23-01 WELL
NUMBER 4 REHABILITATION PROJECT AND
AUTHORIZING STAFF TO REVISE AND REBID THE
PROJECT.

WHEREAS, on October 3, 2022, Public Works staff prepared and completed project
specification and bid document for the Inglewood Well No. 4 Rehabilitation Project (Bid No.
CB-23-01); and

WHEREAS, on October 13, 2022, the City Clerk's Office sent out advertisement for an
invitation to submit bids on Inglewood local newspaper. Public Works department posted an
invitation to submit proposals in the PlanetBids.com bid services portal. Public Works staff also
notified two prospective contractors by email about a new bid; and

WHEREAS, on October 26, 2022, Public Works staff conducted a mandatory job walk
meeting at 3630 West 18th Place, Inglewood, California, 90303. Twelve (12) attendees from
ten (10) prospective companies attended the pre-bid meeting; and

WHEREAS, on December 7, 2022, the City Clerk's office received and opened one (1)
bid; and

WHEREAS, Public Works staff reviewed the bid proposal and determined that the bid
amount was substantially higher than the Engineer's estimate of $500,000; and

WHEREAS, staff is now requesting the City Council to reject the bid and authorized staff
to rebid the project; and

WHEREAS, upon rebidding approval, staff will modify the bid documents and re-
advertise the project. Rebidding the project will provide the City the opportunity to receive
more bids after the bid documents are updated.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inglewood,
California as follows:
SECTION 1.

1. The recitals were considered by this Council in making its determination and found them to be true and correct and are incorporated herein by this reference.

2. The City reserved for itself, in the bid documents, the right to reject all bids.

3. The City Council rejects all bids submitted relating to Bid Number CB-23-01, Well Number 4, Rehabilitation Project and authorizes staff to revise and rebid the project.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the adoption of this resolution and the same shall be in full force and effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Inglewood, California, this _______ day of _________ 2023.

__________________________
James T. Butts, Jr.,
Mayor

ATTEST:

__________________________
Aisha L. Thompson,
City Clerk
DATE: January 24, 2023

TO: Mayor and Council Members

FROM: Public Works Department

SUBJECT: Agreement with Southern California Edison for a Method of Service Study for the Inglewood Transit Connector (ITC) Project

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Approve an Agreement with Southern California Edison (SCE) for a Method of Service Study (MOS) for the ITC Project;
2. Authorize the Mayor to execute the Agreement for the Study;
3. Adopt a resolution amending the Fiscal Year 2022-2023 Budget to fund the Method of Service Study deposit, in the amount of $100,000, performed by SCE for the Inglewood Transit Connector Project; and
4. Approve a City controlled and directed 15% contingency in an amount not to exceed $15,000.

BACKGROUND:
The ITC Project is an approximately 1.6-mile long, three-station, fully elevated, automated transit system (ATS) that will connect passengers directly from the Metro K Line’s Downtown Inglewood station to new housing and employment centers, and regionally serving sports and entertainment venues in the City of Inglewood, including the Kia Forum, the Los Angeles Sports and Entertainment District (LASED) at Hollywood Park/SoFi Stadium, and the Inglewood Basketball and Entertainment Center (IBEC). The ITC Project will specifically create a new transit connection to the Opening and Closing Ceremonies of the 2028 Summer Olympic Games at the SoFi Stadium.

The ITC Project will support the City’s ongoing economic revitalization and growth opportunities for transit-oriented development (TOD) within the Downtown TOD Plan area, including creating public parking facilities. The ITC Project will be vital in connecting Los Angeles County’s residents and visitors to jobs, education, entertainment, shopping, and housing via Metro’s countywide transit system.

DISCUSSION:
The ATS and fixed facilities associated with the ITC Project are anticipated to be entirely powered by electricity provided by SCE. Power will be supplied to the ITC Project either through SCE’s existing power distribution system or via sub-transmission to a dedicated substation constructed...
for the ITC Project. The MOS will determine which service options have sufficient power capacity to meet the ITC Project’s demand.

The City submitted a Method of Service Study Application to SCE dated October 7, 2022, along with technical information defining the ITC Power Demand, including electrical system diagrams, location map, load forecast data for the ATS, and fixed facilities site plan.

The application and the project information included therewith served as the basis for SCE to prepare a scope of work, cost estimate, and schedule for the Study only that are reflected in the SCE standard MOS Agreement for which City Council approval is requested.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Upon adoption of the resolution amending the Fiscal Year 2022-2023 Budget, funds in the amount of $115,000 for the Method Study Deposit will be expended from Account Code No. 074.100.P673.44860 (Measure R Grant Reimbursement Fund-Capital Improvement Project-ITC Project- Contract Services).

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 - Southern California Edison Study Agreement
Attachment No. 2 - Resolution

PREPARED BY:
Louis Atwell, Assistant City Manager/Public Works Director

COUNCIL PRESENTER:
Louis Atwell, Assistant City Manager/Public Works Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/ ASSISTANT CITY MANAGER APPROVAL:

Louis A. Atwell, PW Director/Asst. City Mgr.

CITY MANAGER APPROVAL:

Artie Fields, City Manager
Attachment No. 1
SOUTHERN CALIFORNIA EDISON COMPANY
STUDY AGREEMENT

The City of Inglewood ("Customer") requested Southern California Edison Company ("SCE") to conduct a Method-Of-Service ("MOS") Study to provide 10 MVA of service with redundancy, for their Inglewood Transit Connector Project ("Project"). The Project alignment is located entirely within the city of Inglewood along Market St., East Manchester Blvd., and South Prairie Ave. and consists of three train stations and one maintenance and storage facility. This Study will be evaluating Method of Service to provide power to the entire traction power including customer facilities located at each of the train stations. The MOS Study will be as follows:

Serve the load of 10 MVA with line and transformer redundancy.

A. 66/16 kV 10 MVA Substation
   a. Two (2) 66/12 kV Transformers

B. 66 kV Line
   a. Two (2) 66 kV lines, with diverse paths

C. 16 kV Lines
   a. Two (2) 16 kV Feeders into the customer owned switchgear.

NOTE: Customer will own and operate their own distribution system

1. Southern California Edison (SCE) will perform for City of Inglewood a Study to determine the effective plan of service required to connect the Customer load to SCE’s electrical system. The Study will analyze the technical requirements and determine an estimate of costs for all elements required for the plan of service. A detailed proposal will be prepared for presentation to the Customer identifying the estimated cost of each element, including a list of major equipments. A preliminary one-line diagram and plot plan will be included. Options for financing the project will also be addressed.

2. SCE will use its best efforts to complete the Study and provide results to the Customer within 180 business days upon receipt of all of the required information described in Section 3, and the estimated study deposit of $100,000.00.

3. Prior to starting the Study, SCE requires the following information and proof of document(s) from the Customer:

   a) Signed Study Agreement and the CEII Non-Disclosure and Use Agreement

   b) Study estimated cost/deposit

Note: Delays in providing the required information in Sections 2 and 3 of this document may result in additional time to perform the overall Study.

4. SCE and Customer shall confer with one another as necessary to exchange information that will minimize assumptions and ensure that the Study provides the most accurate analysis based on the information available at the time the Study is performed.

5. The Study will be for one substation site and for no more than one substation design variation for the proposed location.
6. Customer shall reimburse SCE for all costs of performing the Study up to $100,000.00. Amounts in excess of $100,000.00 are covered in Section 7 of this document.

7. At any time, SCE determines the Study is expected to cost more than $100,000.00, SCE shall promptly notify Customer and provide an estimate of any additional costs. Upon receipt of such notice, Customer shall: either (a) request that SCE terminate the Study, or (b) provide a written request to SCE to continue the Study and advance any additional estimated cost to SCE. SCE shall be under no obligation to incur costs in excess of $100,000.00 for the Study, unless, and until noticed pursuant to this Section 7, and an advance for said costs have been received by the Customer.

8. The deposit to perform the Study is estimated to be $100,000.00. Any unused portion of the deposit will be refunded to Customer after all presentations of the Study to Customer are complete and all interaction with Customer is mutually agreed to be completed.

9. Any changes in scope requested by Customer for the Study or work required beyond expectations will extend the time and cost to perform the Study.

10. SCE shall maintain records and accounts of all costs incurred in performing the Study in sufficient detail to allow verification of all costs, including but not limited to, labor and associated labor burden costs, materials and supplies, outside services, and administrative and general expenses. Customer shall have the right, upon reasonable notice, at a mutually agreed-upon time and place, and at its own expense, to audit SCE's records as necessary and as appropriate in order to verify costs incurred by SCE for performing the Study.

11. Customer may demand that SCE terminate the Study at any time. Immediately following receipt of written notice of such termination from Customer, SCE shall terminate the Study as instructed. In such case, Customer shall reimburse SCE only for the costs actually incurred for the performance of the terminated Study.

This agreement shall become effective upon the date accepted and agreed to by Customer.

Accepted and Agreed:

City of Inglewood

By: ____________________________
Print Name: _______________________
Title: ____________________________
Date: ____________________________

SOUTHERN CALIFORNIA EDISON COMPANY

By: Jerome Brabb
Print Name: _______________________
Title: Sr. Manager Customer Interconnections/ Method of Service
Date: ____________________________

Attachment(s):
A- Non-Disclosure and Use Agreement
B- Advance Payment Form (Estimated Study Cost/Deposit)
Attachment No. 2
RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INGLEWOOD, CALIFORNIA, AMENDING THE FISCAL YEAR
2022-23 BUDGET

WHEREAS, on September 27, 2022, the City Council adopted the Fiscal Year (FY) 2022-2023
Budget; and

WHEREAS, the ATS and fixed facilities are entirely powered by electricity provided by
Southern California Edison (SCE); and

WHEREAS, a Method of Service is required to determine which service options has sufficient
power capacity to meet the Projects demand; and

WHEREAS, the city has submitted a Method of Service Study Application to Southern
California Edison; and

WHEREAS, Southern California Edison (SCE) submitted an agreement detailing the scope of
services to be provided by the Method of Service Study, and

WHEREAS, the FY 2022-2023 Budget needs to be amended to include $115,000 in funding for
the services to be performed under the agreement; and

WHEREAS, funds are available in the Measure R Reimbursable Grant Fund; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Inglewood,
California, does hereby:

Section 1. Amend the City’s 2022-2023 fiscal year budget to reflect the adjustments shown
in Exhibit “A”, which Exhibit is incorporated herein by this reference as if set forth in full.

Section 2. The City Clerk shall certify to the adoption of this resolution and the same shall
be in full force and effect immediately upon adoption.

Passed, approved and adopted this _______ day of _______ 2022.

CITY OF INGLEWOOD

______________________________

James T. Butts, Jr., Mayor
ATTEST:

Aisha L. Thompson, City Cle
EXHIBIT “A”
EXHIBIT “A”
BUDGET AMENDMENT

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Total for 169 Checks $5,096,209.07
DATE: January 24, 2023

TO: Chairman and Housing Authority Members

FROM: Section 8, Housing, and Community Development Block Grant Department

SUBJECT: Lease Agreement with Laerte Martins

RECOMMENDATION:
It is recommended that the Chairman and Housing Authority Members approve a month-to-month lease agreement with Laerte Martins to occupy 340 square feet of office space at 243 East Queen Street, Inglewood, California 90301, in a monthly amount of $775.20.

BACKGROUND:
On May 28, 2013, the City of Inglewood Housing Authority purchased 101 North Market Street, Inglewood, California 90301 (APN # 4021-008-912). The property had several tenants at the time, who have subsequently moved to other locations. The only tenant remaining at this location is Laerte Martins, an individual who is the sole proprietor of Martins Watch, Clock & Jewelry Repair located within a unit with the address of 243 East Queen Street, Inglewood, California 90301. Mr. Martins is currently paying a monthly rent of $565.

DISCUSSION:
It has recently come to the attention of staff that there is no written agreement on file for Mr. Martins’ tenancy. However, Mr. Martin has been paying the City $565 monthly for rent. The Housing Authority believes that for liability purposes, a written lease agreement and an appropriate level of insurance coverage is required. Upon execution of the new Lease Agreement, the monthly rent for 340 square feet of office space will be $775.20. This monthly rent will be escalated five percent (5%) on an annual basis. Staff completed a rent analyses for the area and determined that the new rent amount is consistent with similar local rents on a per square foot bases.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Revenues received in the Fiscal Year 2022-2023 budget will be recorded under Account Code No. 179.031.3150.4025.00 (Affordable Housing Fund-Tenants Rent).

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Lease Agreement
Attachment No. 2 – Insurance Documents
Chairman and Housing Authority Members
Lease Agreement with Laerte Martins
January 24, 2023

PREPARED BY:
Harjinder Singh, Deputy to the City Manager

COUNCIL PRESENTER:
Harjinder Singh, Deputy to the City Manager
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/
DEPUTY TO THE CITY MANAGER APPROVAL:

Harjinder Singh, Dep. to the City Mgr.

EXECUTIVE DIRECTOR APPROVAL:
Artie Fields, Executive Director
Attachment No. 1
LEASE NO.: __________

This lease agreement ("Lease") is made and entered this ______ day of _____, 2023, by and between the INGLEWOOD HOUSING AUTHORITY, ("AUTHORITY") and Laerte Martins, ("LESSEE") an individual who is the sole proprietor of Martin's Watch, Clock & Jewelry Repair with a business address of 243 E. Queen Street, Inglewood, California 90301. The AUTHORITY and the LESSEE are hereinafter referred to collectively as the "Parties" and individually as "Party."

SECTION 1: USES

1.1 **Leased Premises.**

AUTHORITY leases to LESSEE certain premises ("Premises") situated in the City of Inglewood, County of Los Angeles, State of California, and more particularly described as follows: a 340 square foot (20' x 17") parcel, APN # 4021-008-912, currently being used as a business by Martin's Watch, Clock & Jewelry Repair with an address of 243 E. Queen, Inglewood, CA 90301.

1.2 **Uses.**

LESSEE shall use the Premises solely and exclusively as office space to conduct its business.

1.3 **Quiet Possession.**

Except as provided for in this Lease, LESSEE, paying the rent and performing the covenants and agreements in this Lease, shall at all times during the Term (defined in Section 2.1) peaceably and quietly have, hold, and enjoy the Premises. If AUTHORITY for any reason cannot deliver possession of the Premises to LESSEE on the Commencement Date (defined in Section 2.1), or if during the Term LESSEE is temporarily dispossessed through action or claim of a title superior to AUTHORITY'S, then this Lease shall not be voidable nor shall AUTHORITY be liable to LESSEE for any loss or resulting damage, but there shall be determined and stated in writing by the Executive Director / City Manager a proportionate reduction of the rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the Premises.
1.4 **Hazardous Substances.**

No goods, merchandise or material shall be kept, stored in or on the Premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon, and nothing shall be done on said Premises, which will cause an increase in the rate of or cause a suspension or cancellation of the insurance upon the Premises or the improvements thereon.

**SECTION 2: TERM**

2.1 **Term.**

This Agreement shall be considered a month-to-month lease. LESSEE shall be allowed to occupy the Premises on a month-to-month arrangement starting on February 1, 2023 and ending upon notice of 90 days from either Party to the other Party. Such notice is to be delivered in the manner specified in Section 7.1.

2.2 **Holdover.**

Any holding over by LESSEE after the expiration or earlier termination of this Lease shall not be considered a renewal or extension of this Lease. The occupancy of the Premises after the expiration or earlier termination of this Lease constitutes a month-to-month tenancy, and all other terms and conditions of this Lease shall continue in full force and effect. AUTHORITY shall have the right to apply a reasonable increase in rent and to terminate the holdover tenancy at will.

2.3 **Surrender of Premises.**

At the expiration or termination of this Lease, except for changes made by LESSEE that were approved by AUTHORITY, LESSEE shall surrender the Premises in the same condition, less reasonable wear and tear, as they were in upon delivery of possession thereto under this Lease and shall deliver all keys to AUTHORITY. Before surrendering the Premises, LESSEE shall remove all of its personal property and trade fixtures and such property or the removal thereof shall in no way damage the Premises, and LESSEE shall be responsible for all costs, expenses and damages incurred in the removal thereof. If LESSEE fails to remove its personal property
and fixtures upon the expiration of this Lease, the same shall be deemed abandoned and shall
become the property of AUTHORITY.

SECTION 3: RENT

3.1 **Time and Place of Payment.**

The Rent described in Section 3.2 is due monthly in arrears on or before the last day of
each Month. All payments required under this Lease must be made payable to the
INGLEWOOD HOUSING AUTHORITY and hand delivered or mailed to:

Inglewood Housing Authority
c/o Finance Department
One Manchester Boulevard
Inglewood, California 90301

The place of payment may be changed at any time by AUTHORITY upon thirty (30) days
written notice to LESSEE. Mailed rental payments shall be deemed paid upon the date the
payment is postmarked by the postal authorities. If postmarks are illegible the payment shall
be deemed paid upon actual receipt by the AUTHORITY. LESSEE assumes all risk of loss and
responsibility if payments are made by mail.

3.2 **Rent.**

Rent Amount. LESSEE shall pay a monthly base rate of seven hundred seventy-five
dollars and twenty cents ($775.20) for 340 square feet of office space. The monthly base rate
will be escalated five percent (5%) on an annual basis. Upon LESSEE’S execution of the Lease,
LESSEE shall pay the Base Rent for the first calendar month of the LEASE term for which rent
is payable. Thereafter, rent shall be due by the first (1st) of each succeeding month. LESSEE
shall pay the Base Rent for the Premises and any additional charges provided herein without
deduction or offset. Rent or any additional charges not paid when due shall bear interest at
the rate of one-and-one-half percent (1 1/2%) per month until paid in full. AUTHORITY may at
its option impose a late charge of .10 for each $1 due or $50.00, whichever is greater, for rent
or other additional charges paid made more than 10 days after its due date in lieu of interest
for the first month of delinquency, without waiving any other remedies available for default.
3.3 Delinquent Rent.

Acceptance of any late charges and any portion of the late payment by AUTHORITY shall in no event constitute a waiver of LESSEE default with respect to late payment, nor prevent AUTHORITY from exercising any of the other rights and remedies granted in this lease.

SECTION 4: ASSIGNMENT

4.1 Assignment and Subletting.

LESSEE shall not assign this Lease or any interest in this Lease and shall not sublet the Premises or any part of the Premises, or any right or privilege appurtenant to the Premises, or allow any other person, except employees, agents, and guests of LESSEE, to use or occupy the Premises or any part of the Premises, without the prior written consent of AUTHORITY in each instance. A consent to assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any assignment or subletting without consent shall be void and shall, at the option of AUTHORITY, terminate this Lease. This Lease shall not, nor shall any interest in this Lease, be assignable as to the interest of LESSEE by operation of law, without the written consent of AUTHORITY. “Assignment” for the purposes of this section shall include any transfer of any ownership interest in this Lease by LESSEE or by any partners, principals, or stockholders, as the case may be, from the original LESSEE, its general partners, or principals. Approval of any assignment or sublease shall be in AUTHORITY’S sole discretion and shall be conditioned upon the assignee or sub-lessee agreeing in writing that it will assume the rights and obligations assigned or subleased and that it will keep and perform all covenants, conditions, and provisions of this Lease which are applicable to the rights acquired. AUTHORITY may require, as a condition to approval of any assignment that this Lease be revised to comply with standard AUTHORITY lease requirements that are then current. AUTHORITY may also require, as a condition to approval of any sublease of a commercial nature, that LESSEE pay AUTHORITY market rents for uses.
4.2 **Time is of Essence; Provisions Binding on Successors.**

Time is of the essence of all of the terms, covenants, and conditions of this Lease, and, except as otherwise provided in this Lease, all of the terms, covenants, and conditions of this Lease shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.

4.3 **Defaults and Remedies.**

On the occurrence of a default by LESSEE, AUTHORITY shall have the right to pursue any one or more of the remedies listed in this section in addition to any other remedies now or later available to AUTHORITY in law or equity. These remedies are not exclusive but cumulative.

a. **Defaults.** Each of the following shall constitute an event of default under this Lease:

1. LESSEE’S failure to make any payment required under this Lease when due; or
2. LESSEE or AUTHORITY defaults in the performance of any covenant or condition required by this Lease, other than those requiring payments to AUTHORITY, and fails to cure the default within thirty (30) days following written notice from the other party; or if any default, other than those not requiring payment to AUTHORITY, is not curable within thirty (30) days, and LESSEE or AUTHORITY fails to commence to cure the default(s) within thirty (30) days and diligently pursue the cure to completion; or
3. LESSEE uses the Premises for any unauthorized purpose.

b. **Remedies**

1. **For Default Based Upon Nonpayment.** Upon default by LESSEE for nonpayment, AUTHORITY may, at its option, give LESSEE, or any person claiming rights through LESSEE, a written Three-Day Notice to Pay or Quit or AUTHORITY may terminate the Lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the Premises or to possession of the Premises, and AUTHORITY may enter and take possession of the Premises and may recover the sum set forth below.
2. **Abandonment by LESSEE.** If LESSEE breaches the Lease and abandons the Premises, this Lease shall continue in effect for so long as AUTHORITY does not terminate this

Page 5 of 15
Lease, and AUTHORITY may enforce all its rights and remedies under this Lease, including but not limited to the right to recover the Rents as they become due, plus damages.

3. **Waiver.** Any AUTHORITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by AUTHORITY in order to constitute a valid and binding waiver. AUTHORITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this Lease. The use of one remedy or right is not a waiver of that or any other remedy or right under this Lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. AUTHORITY'S acceptance of any Rent is not a waiver or any default preceding the Rent payment. Any failure by the AUTHORITY or AUTHORITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but AUTHORITY shall at all times have the legal right to require the cure of any default when and as the defaults are discovered or when and as the AUTHORITY directs the Executive Director / City Manager to take action or require the cure of any default after the default is brought to the attention of the AUTHORITY by the Executive Director / City Manager or by any concerned citizen.

**SECTION 5: INSURANCE RISK/SECURITY**

5.1 **Indemnity.**

LESSEE shall defend, indemnify, protect, and hold AUTHORITY, its elected officials, officer, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LESSEE'S employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the work and operations to be performed under this Lease, and all expenses of investigating and defending against damage or injuries. LESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of AUTHORITY, its elected officials, officers, representatives, agents, or employees.
5.2 **Insurance.**

LESSEE may provide AUTHORITY with evidence of self-insurance of comparable coverage, that is acceptable to AUTHORITY'S attorney, or provide a certificate of insurance which contains the coverage listed below:

1. **Commercial General Liability Insurance.** Commercial general liability coverage with limits of not less than two million dollars ($2,000,000) per occurrence. This policy shall cover all claims for property damage and/or bodily injury, including death, suffered by any party or parties from acts or failures to act by AUTHORITY or LESSEE or by authorized representatives of AUTHORITY or LESSEE on or in connection with the use or operation of the Premises.

2. **Fire, Extended Coverage, and Vandalism.** Fire, extended coverage and vandalism insurance policies on all insurable property on the Premises in an amount to cover one hundred percent (100%) of the replacement cost. Any proceeds from a loss shall be payable jointly to AUTHORITY and LESSEE. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property.

   a. LESSEE'S responsibility to maintain the insurance also includes the following:

   1. **Additional Insured.** All insurance policies, by separate endorsement, shall name AUTHORITY, its elected officials, officers, representatives, agents, and employees as additional insureds, protect AUTHORITY against any legal costs in defending claims, and shall not terminate without sixty (60) days prior written notice to AUTHORITY.

   2. **Primary and Non-Contributory.** All insurance policies, by a separate endorsement, shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects AUTHORITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by AUTHORITY, its officers, officials, employees, or volunteers shall be excess of the LESSEE'S insurance and shall not contribute with it.

   3. **Insurer Qualifications.** All insurance companies must be satisfactory to AUTHORITY and licensed to do business in California. The insurer must be rated "A-, VI" or better by the AM Best Rating Guide and must be acceptable to AUTHORITY. Non-admitted or
“surplus lines” carriers will be accepted if the carrier appears on the current California List of Eligible Surplus Lines Insurers (ESLI) list.

4. **Effective Date of Policy.** All policies will be in effect on or before the Commencement Date, except “course of construction fire insurance” shall be in force on commencement of all authorized construction on the Premises, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement.

5. **Evidence of Insurance.** A copy of the insurance policy or insurance certificate along with any required endorsement shall be furnished to AUTHORITY prior to the Commencement Date and shall remain on file with AUTHORITY during the entire Term of this Lease. At least thirty (30) days prior to the expiration of each policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this Lease. All evidence of insurance shall clearly identify the Premises.

6. **Modification.** AUTHORITY, at its discretion, may require the revision of amounts and coverage at any time during the Term of this Lease by giving LESSEE sixty (60) days prior written notice. AUTHORITY'S requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Premises. LESSEE shall obtain any additional insurance required by AUTHORITY for new improvements, in order to meet the requirements of this Lease.

7. **Accident Reports.** LESSEE shall report to AUTHORITY any accident causing more than one thousand dollars ($1,000.00) worth of property damage or any serious injury to persons on the Premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses, and other pertinent information.

8. **Failure to Comply.** If LESSEE fails or refuses to take out and maintain the required insurance or fails to provide the proof of coverage, AUTHORITY has the right to obtain the insurance. LESSEE shall reimburse AUTHORITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. AUTHORITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of
the insurer(s), and rate of interest. The reimbursement and interest shall be paid by LESSEE on the first (1st) day of the month following the notice of payment by AUTHORITY. If LESSEE fails or refuses to take out or maintain insurance as required in this Lease or fails to provide the proof of insurance, AUTHORITY has the right to declare this Lease in default without further notice to LESSEE, and AUTHORITY shall be entitled to exercise all legal remedies in the event of a default.

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

6.1 Acceptance of Premises.

By signing this Lease, LESSEE represents and warrants that it has visually inspected the Premises. LESSEE acknowledges that the Premises are in the condition called for by this Lease and that it is not aware of any defects in the Premises. LESSEE shall notify AUTHORITY if LESSEE becomes aware of the presence of any hazardous substances on the Premises.

6.2 Entry and Inspection.

AUTHORITY reserves and shall always have the right, but not the obligation, to enter the Premises, upon reasonable notice, for the purpose of viewing and ascertaining the condition of the Premises, or to protect its interests in the Premises, or to inspect the operations conducted on the Premises. If entry or inspection by AUTHORITY discloses that the Premises are not in a decent, safe, healthy, and sanitary condition, AUTHORITY shall have the right, but not the obligation, after ten (10) days written notice to LESSEE, to have any necessary maintenance work done at the expense of LESSEE, and LESSEE shall pay promptly any and all costs incurred by AUTHORITY in having the necessary maintenance work done, in order to keep the Premises in a decent, safe, healthy, and sanitary condition. If at any time AUTHORITY determines that the Premises are not in a decent, safe, healthy, and sanitary condition, AUTHORITY may at its sole option, without additional notice, require LESSEE to file with AUTHORITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. The bond shall be in an amount adequate in the opinion of AUTHORITY to correct the unsatisfactory condition. LESSEE shall pay the cost of said
bond. The rights reserved in this section shall not create any obligations on AUTHORITY or
increase obligations elsewhere in this Lease imposed on AUTHORITY.

6.3 Maintenance.

AUTHORITY shall maintain the Premises in good repair, except in the case of damage
arising from the actions of LESSEE’s agent, invitees or employees.

(a) LESSEE shall be responsible for hanging plaques, pictures and/or other items in
the Premises. LESSEE shall also pay a replacement service fee of $25.00 for any lost, destroyed,
damaged or misplaced key and/or access card.

6.4 Improvements/Alterations.

LESSEE shall not construct any improvements or make any alterations to the Premises
without prior written approval by the Executive Director / City Manager. LESSEE shall not make
major structural or architectural design alterations to approved improvements, structures, or
installations on the Premises without prior written approval by the Executive Director / City
Manager and that approval shall not be unreasonably withheld. LESSEE shall notify Executive
Director / City Manager of improvement projects on the Premises and shall inform the
permitting authority that the Premises are owned by either the AUTHORITY or the City of
Inglewood. This provision shall not relieve LESSEE of any obligation under this Lease to
maintain the Premises in a decent, safe, healthy, and sanitary condition. AUTHORITY shall not
be obligated by this Lease to make or assume any expense for any improvements or
alterations.

6.5 Utilities.

AUTHORITY shall pay reasonable usage of water, gas and electrical service. LESSEE shall
be responsible for all other utilities and services.

6.6 Taxes.

LESSEE shall pay, before delinquency, all taxes, assessments, and fees assessed or
levied upon LESSEE or the Premises, machines, equipment, appliances, or other improvements
or property of any nature whatsoever erected, installed, or maintained by LESSEE or levied by
reason of the business or other LESSEE activities related to the Premises, including any licenses
or permits. LESSEE payment of taxes, fees, and assessments will not reduce any Rents due AUTHORITY.

6.7 [Deleted].

[deleted]

6.8 Ownership of Improvements and Personal Property.

a. Any and all improvements, trade fixtures, structures, and installations or additions to the Premises, now existing or constructed on the Premises by LESSEE shall at the expiration or earlier termination of this Lease be deemed to be part of the Premises and shall become, at AUTHORITY’S option, AUTHORITY’S property free of all liens and claims, except personal property loaned to LESSEE for public display, and any other items specifically exempted in this Lease.

b. If AUTHORITY elects not to assume ownership of all or any improvements, trade fixtures, structures, and installations, AUTHORITY shall notify LESSEE thirty (30) days prior to termination of this Lease or one hundred eighty (180) days prior to expiration of this Lease, and LESSEE shall remove all the improvements, structures and installations as directed by AUTHORITY at LESSEE ’S sole cost on or before the expiration or earlier termination of this Lease. If LESSEE fails to remove any improvements, structures, and installations as directed, LESSEE shall pay AUTHORITY the full cost of any removal.

c. LESSEE shall remove LESSEE -owned machines, appliances, equipment (other than trade fixtures), and other items of personal property by the date of the expiration or earlier termination of this Lease. Any items which LESSEE fails to remove will be considered abandoned and become AUTHORITY’S property free of all claims and liens, or AUTHORITY may, at its option, remove the items at LESSEE’S expense.

d. If any removal of personal property by LESSEE results in damage to the remaining improvements on the Premises, LESSEE shall repair all the damage at its expense.

e. For any necessary removal by either AUTHORITY or LESSEE which takes place beyond the expiration or earlier termination of this Lease, LESSEE shall pay a charge to AUTHORITY at
the rental rate in effect immediately prior to the expiration or earlier termination of this Lease
until all of LESSEE'S property has been removed from the Premises.

6.9 Unavoidable Delay.

If the performance of any act required of AUTHORITY or LESSEE is directly prevented or
delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of
God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control
of the party required to perform an act, the party shall be excused from performing that act
for the period equal to the period of the prevention or delay. This provision shall not apply to
obligations to pay the Rent required by this Lease. If LESSEE or AUTHORITY claims the existence
of a delay, the party claiming the delay shall notify the other party in writing of the fact within
ten (10) days after the beginning of any such claimed delay.

6.10 Total or Partial Destruction of Premises

In the event the Premises or any essential part thereof shall be destroyed by fire or
other casualty, this Lease shall, in the case of total destruction of the Premises, immediately
terminate and, in case of partial destruction or damage, terminate at the option of LESSEE
upon giving AUTHORITY within fifteen (15) days after such fire or casualty.

SECTION 7: GENERAL PROVISIONS

7.1 Notices.

a. Any notice required or permitted to be given under this Lease shall be in writing and
may be served personally or by United States mail, postage prepaid, addressed as
follows:

If to AUTHORITY:
INGLEWOOD HOUSING AUTHORITY
Attn: Secretary
One Manchester Blvd.
Inglewood, CA 90301

If to LESSEE:
Laerte Martins
Martin’s Watch, Clock & Jewelry Repair
243 E. Queen St.
Inglewood, CA 90301

with a copy to:
INGLEWOOD HOUSING AUTHORITY
Attn: Finance Department
One Manchester Boulevard
Inglewood, CA 90301
b. Notice served pursuant to the terms of this section shall be effective upon personal
service or five (5) days after service by mail.

7.2 Compliance with Law.
LESSEE shall at all times in the construction, maintenance, occupancy, and operation of
the Premises comply with all applicable laws, statutes, ordinances, and regulations of
AUTHORITY, the City of Inglewood, county, state, and federal governments at LESSEE’S sole
cost and expense. LESSEE shall comply with any and all notices issued by the Executive Director
/ City Manager or his authorized representative under the authority of any law, statute,
ordinance, or regulation.

7.3 Partial Invalidity.
If any term, covenant, condition, or provision of this Lease is found invalid, void, or
unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full
force and effect.

7.4 Number and Gender.
Words of any gender used in this Lease shall include any other gender, and words in
the singular number shall include the plural, when the tense requires.

7.5 Captions.
The Lease Outline, section headings, and captions for various articles and paragraphs
shall not be held to define, limit, augment or describe the scope, content, or intent of any or
all parts of this Lease. The numbers of the paragraphs and pages of this Lease may not be
consecutive. The lack of consecutive numbers is intentional and shall have no effect on the
enforceability of this Lease.

7.6 Entire Understanding.
This Lease contains the entire understanding of the parties. LESSEE, by signing this
Lease, agrees that there is no other written or oral understanding between the parties with
respect to the Premises. Each party has relied on its own examination of the Premises, advice
from its own attorneys, and the warranties, representations, and covenants of the Lease itself.
Each of the parties in this Lease agrees that no other party, agent, or attorney of any other
party has made any promise, representation, or warranty whatsoever which is not contained
in this lease. The failure or refusal of any party to read the Lease or other documents, inspect
the Premises, and obtain legal or other advice relevant to this transaction constitutes a waiver
of any objection, contention, or claim that might have been based on these actions. No
modification, amendment, or alteration of this Lease will be valid unless it is in writing and
signed by all parties.
7.7 [deleted]
7.8 **Signatory Authority.**
Each individual executing this lease on behalf of LESSEE represents and warrants that
he/she is duly authorized to execute and deliver this Lease on behalf of the LESSEE.
7.9 **Standards of Employees.**
LESSEE agrees that it shall operate and manage the services and facilities offered upon
or from the Premises in a manner comparable to other similar facilities within the Los Angeles
County and Southern California areas.
7.10 **Survival.**

Any obligation which accrues under this Lease prior to its expiration or termination shall survive the expiration or earlier termination of this Lease.

7.11 **Venue.**

This Lease shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

**IN WITNESS WHEREOF,** this lease has been executed by the parties hereto as of the date first above written.

**INGLEWOOD HOUSING AUTHORITY**

---

James T. Butts, Jr., Chairman

**LAERTE MARTINS**

Laerte Martins
Sole Proprietor, Martin's Watch, Clock & Jewelry Repair

**ATTEST:**

---

Aisha L. Thompson, Secretary

**APPROVED AS TO FORM:**

---

Kenneth R. Campos,
General Counsel
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 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
Rick Curtis Agency
319 E. Hillcrest Blvd.
Inglewood, CA 90301

CONTACT NAME: Kyle Miller
PHONE: 310-674-9557 FAX: 310-674-3853
EMAIL: kyle.r.curtis@flemingsagency.com

INSURER A: Liberty Mutual NAIC #: 23043

INSURED
Laerte Martins
243 E Queen St
Inglewood CA 90301

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 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.


GENERAL LIABILITY
X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR

GEN. L. AGGREGATE LIMIT APPLIES PER:

POLICY: 65642589 01/04/2023 01/04/2024 EACH OCCURRENCE $ 2,000,000 DAMAGE TO RENTED PREMISES (as occurred) $ 2,000,000 MED EXP (Any one person) $ 15,000 PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMPS/AGG $ 4,000,000 LOC

AUTOMOBILE LIABILITY
ANY AUTO
ALL OWNED AUTOS
SCHEDULED AUTOS
NON-OWNED AUTOS
HIRED AUTOS

UMBRELLA LIABILITY
EXCESS LIABILITY
DED RETENTION $ OCCUR CLAIMS-MADE

WORKERS COMPENSATION AND EMPLOYEES' LIABILITY
Y IN
N N/A

WC STATU.
TOTAL LIMITS.
OTHERS
E.L. EACH ACCIDENT $ E.L. DISEASE - SA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

Business Personal property
65642589 01/04/2023 01/04/2024 Replacement Cost $ 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Policy Annual Premium $500.00
Paid in full

CERTIFICATE HOLDER
City of Inglewood & City of Inglewood Housing Authority, Officers, Officials, Employees and Volunteers: Address One West Manchester Bl
Inglewood CA 90301

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
Kyle Miller
Commercial Insurance Proposal

Prepared for:
Account Number: 65642589
LA ERTE MARTINS GARCIA

Presented by:
KRAFT LAKE INSURANCE AGENCY, INC

Date of Proposal: 01/04/2023
Policy Period: Effective Date: 01/05/2023
Expiration Date: 01/05/2024

Quote Numbers Included
Commercial Protector (BOP): 65642589BZS1Q2
Underwriting Company: Ohio Security Insurance Company
Commercial General Liability Proposal

POLICY LEVEL COVERSAGES

<table>
<thead>
<tr>
<th>Coverage Provided</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liability</td>
<td>$2,000,000 Liability and Medical Expenses - Occurrence</td>
</tr>
<tr>
<td>Medical Expenses</td>
<td>$15,000 (Any One Person)</td>
</tr>
<tr>
<td>Broadened Coverage For Damage To Premises Rented To You</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products-Completed Operations</td>
<td>$4,000,000 Aggregate</td>
</tr>
<tr>
<td>Other Than Products-Complete Operations</td>
<td>$4,000,000 Aggregate</td>
</tr>
</tbody>
</table>

Property Proposal

Optional Coverage: Policy Level

<table>
<thead>
<tr>
<th>Extension Endorsement</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Businessowners Extension Endorsement</td>
<td>See Endorsement</td>
</tr>
<tr>
<td>Other Policy Level Optional Coverages</td>
<td></td>
</tr>
<tr>
<td>Business Income Changes – 24 Hour Waiting Period</td>
<td>Included</td>
</tr>
<tr>
<td>Identity Recovery Coverage for Defined Individuals</td>
<td>Included</td>
</tr>
<tr>
<td>• Expense Reimbursement Annual Aggregate</td>
<td>$25,000</td>
</tr>
<tr>
<td>• Expense Reimbursement Deductible</td>
<td>$250</td>
</tr>
<tr>
<td>• Case Management Service</td>
<td>Included</td>
</tr>
</tbody>
</table>

LOCATION NUMBER: 1
ADDRESS: 243 E Queen St, Inglewood, CA 90301
CLASS DESCRIPTION: 81051 - Watch, Clock or Jewelry Repair

Business Personal Property Coverage

<table>
<thead>
<tr>
<th>Limit</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$15,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Valuation</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Replacement Cost: Automatic Increase - BPP: 2%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Equipment Breakdown</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Included</td>
</tr>
</tbody>
</table>

Optional Coverage: Location Level

<table>
<thead>
<tr>
<th>Accounts Receivable</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$35,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee Tools</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$25,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fine Arts</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ordinance Or Law</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Loss to undamaged property</td>
<td>Included</td>
</tr>
<tr>
<td>• Demolition Cost and Increased Cost of Construction</td>
<td>$150,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Outdoor Signs</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$25,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Valuable Papers and Records</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$25,000</td>
</tr>
</tbody>
</table>

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM INCLUDES:

<table>
<thead>
<tr>
<th>Coverage Description</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>KRAFT LAKE INSURANCE AGENCY, INC</td>
<td>Liberty Mutual Insurance</td>
</tr>
</tbody>
</table>
### Coverage Description

#### Additional Coverages: Time Element
- **Business Income**
  - Limit: 12 consecutive months - Actual Loss Sustained
- **Extended Business Income**
  - Limit: 30 consecutive days
- **Business Income From Dependent Properties**
  - Limit: $5,000
- **Extra Expense**
  - Limit: 12 consecutive months
- **Civil Authority**
  - Limit: 3 consecutive weeks

#### Additional Coverages: Other Than Time Element
- **Debris Removal**
  - Limit: $10,000
- **Preservation of Property**
  - Limit: 30 days
- **Fire Department Service Charge**
  - Limit: $2,500
- **Collapse**
  - Included
- **Water Damage, Other Liquids, Powder or Molten Material Damage**
  - Included
- **Pollutant Clean Up and Removal**
  - Limit: $10,000 annual aggregate
- **Money Orders and Counterfeit Paper**
  - Limit: $1,000
- **Forgery or Alteration**
  - Limit: $2,500
- **Increased Cost of Construction**
  - Limit: $10,000
- **Glass Expenses**
  - Included
- **Fire Extinguisher Systems Recharge Expense**
  - Limit: $5,000
- **Electronic Data**
  - Limit: $10,000
- **Interrupted Computer Operations**
  - Limit: $10,000
- **Limited Coverage For "Fungi", Wet Rot, Dry Rot And Bacteria**
  - Limit: $15,000

### Coverage Extensions
- **Newly Acquired or Constructed Property**
  - **Buildings**
    - Limit: $250,000 - 30 days
  - **Business Personal Property**
    - Limit: $100,000 - 30 days
  - **Personal Property Off Premises (Including While In Transit)**
    - Limit: $10,000
  - **Outdoor Property**
    - Limit: $2,500 ($500 per tree, plant or shrub)
  - **Personal Effects**
    - Limit: $2,500 at each described premises
  - **Valuable Papers and Records (Other Than Accts Receivable)**
    - Limit: $10,000 at each described premises
  - **Accounts Receivable**
    - Limit: $5,000 at premises not described

### BUSINESSOWNERS EXTENSION ENDORSEMENT INCLUDES:

If limits are increased, the coverage and increased limit appear in the Optional Coverage section for the location where the coverage is increased (When Employee Dishonesty is increased, it appears in the Policy Level Optional Coverage section).

### Optional Coverage: Location Level

<table>
<thead>
<tr>
<th>Coverage Description</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Receivable</td>
<td>$35,000 on/5,000 off</td>
</tr>
<tr>
<td>Amendment Loss Payment Provision</td>
<td>Removes coinsurance and property of others provisions</td>
</tr>
<tr>
<td>Amendment of Limitation</td>
<td>See Below</td>
</tr>
<tr>
<td>Fragile Articles Limitation</td>
<td>$5,000 All Covered Causes of Loss</td>
</tr>
<tr>
<td>Brands and Labels</td>
<td>Included in Business Personal Property Limit</td>
</tr>
<tr>
<td>Business Income From Dependent Property</td>
<td>$50,000 or 30 Days Actual</td>
</tr>
</tbody>
</table>

KRAFT LAKE INSURANCE AGENCY, INC

Liberty Mutual Insurance
<table>
<thead>
<tr>
<th>Optional Coverage: Location Level</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Income - Newly Acquired Locations</td>
<td>Loss Sustained $250,000 at each Newly Acquired Premises/60 days</td>
</tr>
<tr>
<td>Business Income-Ordinary Payroll Expense</td>
<td>Removes the 60 day limitation</td>
</tr>
<tr>
<td>Business Personal Property</td>
<td>Legal Liability requirement deleted, covered within 1,000 feet of premises</td>
</tr>
<tr>
<td>Business Personal Property - Seasonal Increase</td>
<td>33%</td>
</tr>
<tr>
<td>Cellular Phones - Coverage</td>
<td>$1,000</td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>$25,000</td>
</tr>
<tr>
<td>Consequential Loss to Stock</td>
<td>Included in Business Personal Property Limit</td>
</tr>
<tr>
<td>Deductible</td>
<td>See endorsement for Deductibles for specific coverages</td>
</tr>
<tr>
<td>Deductible - Cellular Phones</td>
<td>$50</td>
</tr>
<tr>
<td>Definitions</td>
<td>See Below</td>
</tr>
<tr>
<td>Fine Arts</td>
<td>Definition is added, see endorsement</td>
</tr>
<tr>
<td>Period of Restoration</td>
<td>The ending time is clarified, see endorsement</td>
</tr>
<tr>
<td>Electronic Data</td>
<td>$25,000</td>
</tr>
<tr>
<td>Employee Dishonesty</td>
<td>$25,000</td>
</tr>
<tr>
<td>Employee Tools</td>
<td>$25,000</td>
</tr>
<tr>
<td>ERISA</td>
<td>None</td>
</tr>
<tr>
<td>Fine Arts</td>
<td>$10,000</td>
</tr>
<tr>
<td>Fire Department Service Charge</td>
<td>$15,000</td>
</tr>
<tr>
<td>Fire Extinguisher Recharge Expense</td>
<td>$15,000</td>
</tr>
<tr>
<td>Forgery or Alteration</td>
<td>$25,000 or follows Employee Dishonesty Limit</td>
</tr>
<tr>
<td>Glass</td>
<td>includes damage to glass, encasing frames, lettering, and ornamentation</td>
</tr>
<tr>
<td>Increased Cost of Construction</td>
<td>See Ordinance or Law Coverage</td>
</tr>
<tr>
<td>Leased Building Property</td>
<td>$5,000</td>
</tr>
<tr>
<td>Limits of Insurance</td>
<td>See Endorsement for Coverages that have limits in addition to the Limits of Insurance</td>
</tr>
<tr>
<td>Lock Replacement</td>
<td>Actual Loss Sustained</td>
</tr>
<tr>
<td>Loss Adjustment Expenses</td>
<td>$5,000</td>
</tr>
<tr>
<td>Money and Securities</td>
<td>$10,000 on premises</td>
</tr>
<tr>
<td>Money and Securities</td>
<td>$5,000 off premises</td>
</tr>
<tr>
<td>Money Orders and Counterfeit Money</td>
<td>$10,000</td>
</tr>
<tr>
<td>Newly Acquired or Constructed Property</td>
<td>See Below</td>
</tr>
<tr>
<td>Building</td>
<td>$1,000,000 up to 180 days</td>
</tr>
<tr>
<td>Business Personal Property</td>
<td>$500,000 up to 180 days</td>
</tr>
<tr>
<td>Off Premises Power Failure</td>
<td>$25,000/24 hours</td>
</tr>
<tr>
<td>Ordinance or Law</td>
<td>Loss to the Undamaged Property - Included, $150,000 Demolition Cost and Increased Cost of Construction</td>
</tr>
<tr>
<td>Outdoor Property</td>
<td>All covered causes of loss</td>
</tr>
<tr>
<td>Optional Coverage: Location Level</td>
<td>Limit of Insurance</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Fences, Retaining Walls; Radio and TV Antennas</td>
<td>$25,000 aggregate</td>
</tr>
<tr>
<td>Trees and Shrubs</td>
<td>$1,000 each tree, shrub or plant</td>
</tr>
<tr>
<td>Outdoor Signs</td>
<td>$25,000 Occurrence</td>
</tr>
<tr>
<td>Personal Effects</td>
<td>$15,000</td>
</tr>
<tr>
<td>Personal Property Off Premises</td>
<td>$25,000</td>
</tr>
<tr>
<td>Preservation of Property</td>
<td>60 days</td>
</tr>
<tr>
<td>Property Not Covered</td>
<td>Stained Glass</td>
</tr>
<tr>
<td>Reward</td>
<td>$10,000</td>
</tr>
<tr>
<td>Sales Samples</td>
<td>None</td>
</tr>
<tr>
<td>Undamaged Tenant Improvements and Betterments</td>
<td>See Below</td>
</tr>
<tr>
<td>Coverage</td>
<td>Covered as Business</td>
</tr>
<tr>
<td>Loss Payment</td>
<td>Personal Property</td>
</tr>
<tr>
<td>Valuable Papers and Records</td>
<td>Valuation, See Endorsement</td>
</tr>
<tr>
<td>Water Back-up and Sump Overflow</td>
<td>$25,000 on/10,000 off</td>
</tr>
</tbody>
</table>

**LIABILITY EXTENSION ENDORSEMENT INCLUDES:**

<table>
<thead>
<tr>
<th>Coverage Description</th>
<th>Revised Limits Of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate Limits</td>
<td>Aggregate limits apply separately to each location and each project.</td>
</tr>
<tr>
<td>Amendment of Insured Contract Definition</td>
<td>Includes anyone as an additional insured the named insured has a written contract for rental or lease of premises or whom the insured is doing work.</td>
</tr>
<tr>
<td>Bail Bonds</td>
<td>Supplementary Payments for cost of Bail Bonds are increased from $1000 up to $3,000.</td>
</tr>
<tr>
<td>Blanket Additional Insureds (Owners, Contractors or Lessors)</td>
<td>Includes persons or organizations agreed to by written contract, for liability arising from ongoing operations, or premises of the named insured.</td>
</tr>
<tr>
<td>Bodily Injury Redefined</td>
<td>Includes bodily injury, sickness, disease, or incidental medical malpractice injury, including death resulting from any of these at any time.</td>
</tr>
<tr>
<td>Broadened Coverage for Damage to Premises Rented to You</td>
<td>Extends coverage to the named insured for damage to rented or temporarily occupied premises.</td>
</tr>
<tr>
<td>Duties in the Event of occurrence, Offense, Claim or Suit</td>
<td>Provision only considered breached if known to insured or “employee” authorized by the insured, to give or receive notice of “occurrence” or “claim”.</td>
</tr>
<tr>
<td>Coverage Description</td>
<td>Revised Limits Of Insurance</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Incidental Medical Malpractice</td>
<td>Included</td>
</tr>
<tr>
<td>Loss of Earnings</td>
<td>Supplementary Payments for actual loss of earnings are included up to $500, increased from $250 per day, because of time off from work.</td>
</tr>
<tr>
<td>Mobile Equipment</td>
<td>Who is An Insured includes any person driving &quot;mobile equipment&quot; with the insured's permission.</td>
</tr>
<tr>
<td>Newly Form or Acquired Organizations</td>
<td>Who is an Insured includes Newly Formed or Acquired Organizations.</td>
</tr>
<tr>
<td>Personal And Advertising Injury</td>
<td>Abuse of process is included in the definition of malicious prosecution.</td>
</tr>
</tbody>
</table>
This Quote is based on the following forms, which apply at the time of quote and may differ on policy issuance:

BP00030713 - Businessowners Coverage Form
BP01550720 - California Changes
BP04170110 - Employment - Related Practices Exclusion
BP05230115 - Cap On Losses From Certified Acts Of Terrorism
BP05650115 - Conditional Excl. of Terrorism Involving Nuclear
BP05770108 - Fungi or Bacteria Exclusion (Liability)
BP15040514 - Excl Disc Conf Pers Info Data Rel Liab Lmt Bl Ex
BP79740713 - Amend Pollution Excl Premises
BP79960916 - Businessowners Liability Extension Endorsement
BP81150311 - Exclusion - Asbestos
BP82370815 - Equipment Breakdown Coverage Endorsement
BP88040314 - Excl Professional Service Agent,Software,Operation
BP88160920 - Business Income Changes - 24 Hour Time Period
BP88770713 - Identity Theft Admin Services and Expense Coverage
BP88780713 - Business Personal Property Limit - Auto Increase
BP89380719 - Non-Cumulation of Liab Limits (Same Occurrence)
BP90251219 - CA - Businessowners Property Extension Endorsement
BP90380121 - Cyber Incident Exclusion
CNB90120121 - NP - Changes in Coverage Cyber Incident Exclusion
CN190110718 - Reporting A Commercial Claim 24 Hours A Day
ILB8541120 - Actual Cash Value
NP72420220 - NP-Terrorism Ins Prem Disclosure and Opp to Reject
NP74440906 - NP - Treasury Dept OFAC Notice to Policyholders
NP91890213 - NP - Important Information Consumer Affairs
NP98200115 - Jurisdictional Boiler & Pressure Vessel Inspect
SNI04011220 - NP - Liberty Mutual Group California Privacy Notice
SNI04051221 - NP - California Community Service Statement