DATE: February 28, 2023

TO: Mayor and Council Members

FROM: Parks, Recreation and Community Services Department
Public Works Department

SUBJECT: Darby Park Restroom Project Phase I (Bid No. CB-22-03)

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:
1) Adopt a resolution voiding and/or terminating the September 13, 2022 Agreement (Agreement No. 22-307) with Doja, Inc., for the Darby Park Restroom Project, to correct the amount noted for liquidated damages; and
2) Approve a new agreement with Doja, Inc., in a total amount not to exceed $693,000 (includes a City controlled contingency in an amount not to exceed $63,000), for the Darby Park Restroom Project Phase I, per Bid No. CB-22-03. (General Fund)

BACKGROUND:
The Darby Park Restroom Project Phase I (Bid No. CB-22-03) was developed to replace the restroom located at the south side of the park. The project includes demolition of the existing wading pool area, regrading, and construction of a new restroom in the same area.

On September 13, 2022, the City Council approved Agreement No. 22-307 awarding the Darby Park Restroom Project Phase I (Bid No. CB-22-03) to Doja, Inc. (Contractor), the lowest responsive bidder. Staff later determined that there was a clerical error noted in Agreement No. 22-307, regarding the amount of the liquidated damages, which should be $750 per day instead of $9,000 per day.

DISCUSSION:
A resolution and modified agreement was prepared by the City Attorney’s Office to reflect the voiding and termination of Agreement No. 22-307. A new modified agreement was also prepared to include the corrected liquidated damages language. Approving a new agreement will allow for a correction of this error and allow the project to proceed.

After the approval of the original Agreement No. 22-307, two purchase orders were issued for the project. Purchase Order PC22-001547 was issued in the amount of $630,000 for construction. Purchase Order PC 22-001548 was issued in the amount of $63,000 for project contingency. These two purchase orders will need to be closed and replaced with new purchase orders charged to the new agreement.
FINANCIAL/FUNDING ISSUES AND SOURCES:
Upon adoption of a resolution voiding and terminating Agreement No. 22-307, staff requests that the Purchasing Division cancel and disencumber Purchase Orders PC22-001547 and PC22-001548. The unencumbered funds will then result in an available balance of $693,000 under Account Code No. 001-100-P942-44870 (General Fund – Capital Projects – Park Restrooms Project - Contract Services – PR&CS).

Upon approval of a new agreement with the Contractor, staff requests issuance of a new purchase order in the amount of $630,000 for project construction, and a second new purchase order in the amount of $63,000 for project contingency. Adequate budget appropriation balance will be available in the Fiscal Year 2022-2023 Budget under Account Code No. 001-100-P942-44870 (General Fund – Capital Projects – Park Restrooms Project - Contract Services – PR&CS).

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1: Agreement No. 22-307
Attachment No. 2: Resolution – Terminating Agreement No. 22-307
Attachment No. 3: Modified Agreement
Attachment No. 4: Insurance

PREPARED BY:
Sabrina Barnes, Parks, Recreation and Community Service Director
Boytrese Osias, Senior PW Engineer
Kenrick Sanderlin, Associate Engineer

COUNCIL PRESENTER:
Sabrina Barnes, Parks, Recreation and Community Service Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:  
Sabrina Barnes, Parks, Rec., & Comm Svcs Director

ASSISTANT CITY MANAGER APPROVAL:  
Louis Atwell, Asst. City Manager/PW Director

CITY MANAGER APPROVAL:  
Artie Fields, City Manager
Attachment No. 1
AGREEMENT NO.: 22-307

THIS AGREEMENT is made and entered into this 13th day of September, 2022, by and between the CITY OF INGLEWOOD (hereinafter referred to as the “City”), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and DOJA INC., (hereinafter referred to as the “Contractor”) a California corporation, with a corporate number of C1781122, duly organized and in good standing in the State of California, with a Contractors State License Board number of 597764 and a local place of business located at 5050 W. Mission Boulevard, Ontario, California 91762.

RECITALS

WHEREAS, Darby Park is a 14-acre park located at 3400 W. Arbor Vitae Street in the City of Inglewood; and

WHEREAS, the park has baseball fields, tennis and basketball courts, a skate boarding area, and two public restrooms; and

WHEREAS, the ballfields, tennis and basketball courts have been renovated in recent years but additional improvements are needed at the park; and

WHEREAS, the public restrooms are old, in disrepair and need to be replaced so the Darby Park Restroom Project (the “Project”) was developed to replace these restroom on the south side of the park; and

WHEREAS, on March 18, 2022, the Project was advertised and five contractors responded; and

WHEREAS, on May 4, 2022, the City Clerk’s Office received and opened bids and the Contractor was the lowest monetary bidder; and

WHEREAS, the Contractor represents that it is validly registered with the California Department of Industrial Relations as required by law with a PWC Registration Number of 1000007950; and

WHEREAS, the Contractor represents that its listed subcontractor(s), if any, is in good standing in the State of California and validly registered with the California Department of Industrial Relations as required by law; and
WHEREAS, the Contractor represents that it and its subcontractor(s), if any, will remain validly licensed as required by law; and

WHEREAS, the Contractor represents that it has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

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

ARTICLE 1 – INCORPORATION OF RECITALS

All of the recitals are incorporated herein by reference.

ARTICLE 2 – SCOPE OF WORK

Contractor shall:

1. Perform City’s Project, in a good, workmanlike, and timely manner and in accordance with Exhibit “A,” Darby Park Restroom Project Phase 1, Bid No.: CB-22-03,” and Exhibit “B,” the Contractor’s Proposal. Each Exhibit 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. Change orders and Amended Agreements (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A;”
   d. Exhibit “B.”

2. Ensure that all work is done in a workmanlike and professional manner and in accordance with standard industry practices.

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

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

5. 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.
6. Secure the payment of workers' compensation to its employees as provided in California Labor Code Sections 1860 and 3700 and agree, that pursuant to California Labor Code Section 1810, that eight (8) hours' labor constitutes a legal day's work.

7. Correct all defects detected in workmanship and materials and agree that all defects shall be corrected at the expense of the Contractor and approved by the Public Works Director or his designee. No payment shall be made to the Contractor until corrections are completed and approved.

8. Agree that should disputes arise respecting the true value of any work done, of any work omitted, or any extra work, which the Contractor may be required to do, or respecting the size of payment to the Contractor during the performance of this contract, such dispute shall be initially decided by the Director of Public Works.

9. Abide by California Public Contract Code Section 7104 and California Labor Code Section 6705 whenever such Codes are relevant.

10. Agree to comply with the applicable provisions of California Labor Code Section 1777.5 relating to employment by the Contractor and all subcontractors under it, of journeymen, or apprentices, or workmen in any apprentice craft or trade. The Contractor specifically agrees to comply with the applicable provisions of California Labor Code Section 1770 through and including Section 1776 relating to compliance monitoring and enforcement, payment of prevailing wages to all workmen employed in the performance of the services contemplated by this Agreement by the Contractor and all subcontractors under it and to keep and maintain accurate certified payment records.

11. Agree that any digging of trenches or other excavations that extend deeper than four (4) feet below the surface, then the Contractor shall:

   a. Promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

ii. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

12. Agree that, in the event a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor’s cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided by this Agreement first and then by relevant law which pertain to the resolution of disputes and protests between the Parties.

13. Agree that statutory provisions for penalties for failure to pay prevailing wages will be enforced and that the statutory provisions for penalties for failure to comply with the state’s wage and hour laws will be enforced.

14. Provide a written guarantee of workmanship and safety to the Public Works Director or his designee. No payment shall be made to the Contractor without said written guarantee.

ARTICLE 3 – 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 Contractor to perform the services contemplated by this Agreement.
ARTICLE 4 – TERM

Time is of the essence with respect to all time limits set forth in this Agreement. The Contractor shall diligently prosecute the Work to Substantial Completion within one hundred and forty (140) Working Days after the date specified in the City’s Notice to Proceed (“NTP”). The term of this Agreement shall run from the date first written above until the final acceptance of all work by the City.

ARTICLE 5 – COMPENSATION

1. Contractor shall be paid, pursuant to the bid items in the bid table in Exhibit "B," a not-to-exceed amount of six hundred and thirty thousand dollars ($630,000) for all work faithfully performed.

2. Contractor shall invoice, from the date of NTP, the City every thirty (30) days for services contemplated hereunder and which have been completed within that thirty (30) day period.

3. Contractor shall invoice City within ten (10) working days after the completion of the project. City shall pay Contractor in the ordinary course of City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing Contractor’s invoices.

4. Contractor 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 Contractor, and Contractor shall have no claim against the City for reimbursement.

ARTICLE 6 – TERMINATION

1. Without limitation to any of the City’s other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, the City shall have the right to terminate or suspend this Agreement, in whole or in part, if it encounters conditions during the work contemplated hereunder that make it impossible or impracticable to proceed; or if the City is prevented from proceeding with the Agreement by law or by official action of a public authority; or if there is an unavailability of City Funds; or if the Contractor violates any
material provisions of this agreement; or if the Contractor fails to provide the services
required of this Agreement in a satisfactory manner as determined by the City Engineer.
Upon the failure of the Contractor to promptly cure any default, the City's election to
terminate the Agreement for default shall be communicated by giving the Contractor a
written notice of termination in the manner specified in Article 7 – Notices, of this
Agreement.

2. The City shall have the option, at its sole discretion and without cause, of
terminating this Agreement in part or in whole by giving thirty (30) Days written notice to the
Contractor. The Contractor agrees to accept such sums as allowed under this Paragraph 2 as
its sole and exclusive compensation and waives any claim for other compensation or Losses,
including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or
other consequential, direct, indirect or incidental damages of any kind.

a. Following such termination and within forty-five (45) Days after receipt of a
   billing from the Contractor seeking payment of sums authorized by this
   Paragraph 2, the City shall pay to the Contractor as its sole compensation
   for performance of the Work the following:

i. For Work Performed. The amount of the Contract Sum allocable to
   the portion of the Work properly performed by the Contractor as of
   the date of termination, less sums previously paid to the
   Contractor. In no event, however, shall the compensation paid
   pursuant to this Paragraph 2 exceed the amount which would have
   been payable pursuant to Article 5 of this Agreement.

ii. For Close-out Costs. Reasonable costs of the Contractor and its
    Subcontractors for:

    1. Demobilizing and
    2. Administering the close-out of its participation in the Project
       (including the amount for any and all materials and/or
       equipment ordered [which cannot be cancelled]) for a
period of no longer than thirty (30) Days after receipt of the notice of termination.

iii. For Fabricated Items. Previously unpaid cost of any items delivered to the Project Site, which were fabricated for subsequent incorporation in the Work.

b. Subcontractors. The Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by the Contractor on terms that are consistent with this Agreement and that afford no greater rights of recovery against the Contractor than are afforded to the Contractor under this Paragraph 2.

c. Contractor’s Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, the Contractor shall, unless the notice directs otherwise, do the following:

i. Immediately discontinue the Work to the extent specified in the notice;

ii. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued;

iii. Provide to the City a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as the City may determine necessary in order to decide whether to accept assignment of or request the Contractor to terminate the subcontract, purchase
order or contract;

iv. Promptly assign to the City those subcontracts, purchase orders or contracts, or portions thereof, that the City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that the City does not elect to accept by assignment; and

v. Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

ARTICLE 7 — NOTICES

1. All notices required or permitted to be given under this Agreement shall be in writing or sent by certified mail and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party.
2. Any notice given pursuant to this Agreement shall be deemed received and effective when properly addressed, posted and deposited in the United States Mail addressed to the respective parties as follows:

Notice

If notice to either Party is given, it shall be by personal delivery thereof or by depositing same in United States Mail, enclosed in a sealed envelope postage prepaid and return receipt requested and addressed as follows:

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

CONTRACTOR:
Ayad Jaber, 
President 
Doja Inc. 
5050 W. Mission Boulevard, 
Ontario, California 91762 

WITH COPY TO: 
Director Public Works 
One Manchester Boulevard 
Inglewood, California 90301 

AGENT FOR SERVICE OF PROCESS ONLY
Ayad Jaber 
2197 Saratoga Lane, 
Glendora, California 91741 

Notice of Surety

If notice is given to Surety, it shall be by personal delivery to the Surety or by depositing same in United States Mail, enclosed in a sealed envelope, addressed to the Surety at the address of the Surety shown in the applicable Performance Bond or Payment Bond (or, if none is shown, the last known address for the Surety), and sent by registered or certified mail with postage prepaid.

Effective Date of Notice

Notice shall be deemed 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, properly addressed, with postage prepaid and return receipt requested.
ARTICLE 8 – INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor. 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 (ISO) 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 CA 0001 covering Code 1 (any auto), with limits 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 Employers’ Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. Surety Bonds as described below.

6. Professional Liability (if Design/Build), with limits no less than $2,000,000 per occurrence or claim, and $4,000,000 policy aggregate.

7. Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $2,000,000
per occurrence or claim, and $4,000,000 policy aggregate.

If the contractor 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.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City Attorney's Office. The City may require the Contractor 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.

**Other Insurance Provisions**

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

1. **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 Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, CG 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).

2. For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance 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 Contractor’s insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

**Builder’s Risk (Course of Construction) Insurance**

The Contractor may submit evidence of Builder’s Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City’s site.

**Claims Made Policies**

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution 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 contract work.

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

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.
If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

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

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

The Contractor shall furnish the City 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. All certificates and endorsements are to be received and approved by the Inglewood City Attorney's Office before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor'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

The Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and the Contractor shall ensure that the City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
ARTICLE 9 – INDEMNIFICATION

1. Contractor 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 Contractor, 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 negligence, or willful misconduct of the City.

2. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Contractor has agreed to indemnify Indemnitees as provided above, Contractor, upon notice from the City, shall defend Indemnitees at Contractor’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 Contractor under this Article shall ensure Contractor’s obligations under this section, but the limits of such insurance shall not limit the liability of the Contractor hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10 – BONDS

Contractor agrees that, at all times during the performance of the services contemplated by this Agreement, it shall keep and maintain the following Contract Bonds in the amount set forth below:

1. Performance Bond
2. Payment Bond

Said bonds shall be in the form approved by the Inglewood City Attorney and shall be satisfactory to City.

Performance Bond

The Contractor agrees to at all times during the performance of the agreement to obtain, keep, and maintain a faithful performance bond in the amount equal to one hundred
percent (100%) of the Contract price. Said bond shall guarantee to the City the prompt,
faithful and competent performance of each and every term, condition and provision set
forth in the Contract Documents, said Contract Documents to be incorporated into the
Performance Bond by express reference therein. Said Bond and the obligations of Surety
thereunder shall remain in full force and effect for as long as the Principal/Contractor's
obligations remain in effect with the City. Said bond shall also be in the form and have the
content required for approval by the City Attorney.

Payment Bond

Upon demand by the City, and before Contractor begins Work, of any kind for the
Project, the Contractor shall post a Payment Bond pursuant to the requirements of Civil Code
section 3247 et. Seq. Contractor shall keep such bond in force and effect as required by
applicable law, but in no case less than seven (7) months from the date of acceptance of the
Project by the City. Said Bond shall be in an amount equal to one hundred percent (100%) of
the Contract price. Said bond shall be in the form approved by the City Attorney.

ARTICLE 11 – LIQUIDATED DAMAGES

It is agreed to by the parties to the contract that in case all the work called for under
the contract is not completed expeditiously, safely, and per all of the rules set forth in the
contract documents before or upon the expiration of the time limit as set forth in these
specifications, damage will be sustained by the City of Inglewood (in terms of inconvenience,
lost productivity, additional administrative costs, and other costs both tangible and
intangible). It is also agreed by the parties that it is and will be impracticable to determine the
actual damage which the City will sustain in the event of and by reason of such delay; and it
is, therefore, agreed that the Contractor will pay to the City the sum of nine thousand
dollars ($9,000) for each and every day delay beyond the time prescribed to complete the
work; and the Contractor agrees to pay such liquidated damages as herein provided, and in
case the same are not paid, agrees that the City of Inglewood may deduct the amount thereof
from any money due or that may become due the Contractor under the contract.

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Multiple Correction Notices

The Contractor shall receive only one Correction Notice for the same issue, or issues within the same specification section, without sanction. Additional Correction Notices indicate an unwillingness of the contractor to abide by the contract that he/she has entered into. The City may impose Liquidated Damages of Three Hundred Dollars ($300) for each correction notice, which is written on the same issue, or concerning the same section of the specifications.

The City of Inglewood will issue a change order credit to the contract (thereby reducing the contract value) by Three Hundred Dollars ($300) in the case of repetitive correction notices.

ARTICLE 12 — INGLEWOOD BUSINESS LICENSE

The Contractor agrees to at all times during the performance of the Agreement, obtain and maintain an Inglewood City business license. A copy of said license must be forwarded to the City Clerk and Public Works Department prior to issuing the Notice to Proceed (NTP).

ARTICLE 13 — “OR EQUAL” CLAUSE

Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer of equal substance and function. Said materials, article or equipment shall not be purchased or installed by the Contractor without the Engineer's written approval.

Anyone wishing to make an “or equal” request must such request in writing to the Engineer within (7) seven days after the bid opening date.

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ARTICLE 14 – PERMITS, COSTS AND NOTICES

City Permits

Wherever the property of the Federal Government, the State of California, the County of Los Angeles, the City of Inglewood, any local utilities, or of any other agency is affected by the work included in this contract, the Contractor shall procure all permits, give all notices necessary, and bear the cost of all permits and inspection lawfully exacted by said Government, State, County, City, District, Department, or other agency during the time of performing the work affecting said property. In addition, the Contractor shall bear all cost of traffic regulation and traffic control devices lawfully exacted by said State, County, City, or other agency during the time of performing the work affecting said property. Work may not start unless all permits are pulled. The Contractor will bear all the burden of construction delays caused by delays in pulling permits. Permits for all trades for all units must be pulled at one time.

Work within the Public Rights of Way

Contractor shall notify, verbally or in writing the “Permit Section” of City’s Public Works Department at least seventy-two (72) hours prior to starting any Work within a public street or right-of-way. If notice is verbal, Contractor shall prepare and maintain a written record of such notice. Neither the terms hereof nor anything shown on the drawings in connection with rights-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or be subject to erosion from such flow.

The Contractor shall be responsible for making their own arrangements for parking facilities, storage areas, and staging area; the Contractor shall obtain written permission from the owners of the affected property for such use, and a copy of each such written permit shall be furnished to the City and property owners for their protection and records. The
Contractor shall indemnify and hold harmless the City from all claims for damages occasioned by such actions.

Encroachment Permits

Contractor shall obtain encroachment permit(s) from the City’s Public Work Department prior to start of any Project Work. The costs of such permits are included on the Contract Sum.

Liability Insurance for Permits

Where required under the terms of the permits, the Contractor shall obtain liability insurance acceptable to and in an amount required by the public agency having jurisdiction. The policy shall insure said agency against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The Contractor shall furnish to each such agency a certificate of protective liability insurance showing the protection afforded and the amount thereof.

Neither the terms hereof nor anything shown on the Drawings in connection with right-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or subject to erosion from such flow.

ARTICLE 15 – RESPONSIBILITIES OF PROJECT SUPERINTENDENT

The Contractor shall submit, at the initial pre-construction meeting, written qualification of the proposed Project Superintendent (the “Superintendent”), for City review. The approved Superintendent shall be on the project site full time and will be responsible for all general contract and subcontract work on the project. The approved Superintendent shall be assigned to one construction project only. The approved Superintendent shall attend all field measurement verifications.

The Superintendent shall be fully capable of scheduling, monitoring, and controlling
the work of all trades that are performing work for this Project and of answering questions
and concerns without consulting other off-site persons unless design or contractual issues
require special consultation. Superintendent must be responsible for a maximum of one
project at any time and shall be assigned for a time period that at least includes the period
from Notice to Proceed through Notice of Completion.

ARTICLE 16 – AUTHORITY OF THE ENGINEER

All work of the Contract will be supervised by the City Engineer (the “Engineer,” see
Division 1 of the General Provisions). The Engineer shall have authority over the
administrative aspects of the Contract including provisions for time for commencing and
completing work and extension of time, if any.

The Engineer shall have the authority to approve a contingency of up to ten percent
(10%) of Article 5 of this Agreement and to give such general directions and exercise such
control as may be necessary to ensure that work on the Project is in strict compliance with
the Contract Documents. The Engineer shall determine the adequacy of the Contractor’s
methods, plant, and equipment and may issue such directions relative to the sufficiency of
forces as may be reasonably necessary to insure proper and continuous execution of the
work. The Engineer shall have the authority to stop the work, if necessary, to prevent its
improper execution and shall determine the amount, quality, and fitness of the several kinds
of work. The Engineer shall have the authority to reject all work which does not conform to
the requirements of the Contract and shall have power to make such other decisions as
provided in these specifications. All instructions, rulings, and decisions of the Engineer shall
be final and binding unless formal protest is made under the provisions for “Rights and
Remedies; Claims and Protests” in Article 17 of this Contract.

ARTICLE 17 – RIGHTS AND REMEDIES; CLAIMS AND PROTESTS

Duties and obligations imposed by the Contract Documents and rights and remedies
available hereunder shall be in addition to and not a limitation of duties, obligations, rights
and remedies otherwise imposed or available by Applicable Law.
Section 45 of the General Provisions is deleted in its entirety and replaced with the following: If the Contractor considers any work demanded of him/her to be outside the requirements of the Contract, or considers any instruction, ruling, or decision of the Engineer to be unfair, the Contractor shall within ten (10) working days after any such demand is made, or any such instruction, ruling, or decision is given, file a written protest with the Engineer stating the nature of the protest and the reasons therefore. Except for such protests and objections as are made of record in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for any extra work, damages, and extensions of time on account of such demands, instructions, rulings, and decisions of the Engineer.

Upon receipt of any such protest from the Contractor, the Engineer will review the demand, instruction, ruling, or decision objected and will, within thirty (30) calendar days, advise the Contractor, in writing, of his/her final decision, which shall be binding upon all parties unless, within ten (10) working days after the date of said final decision, the Contractor shall file with the Public Works Director (the "Director") formal protest against said final decision of the Engineer. The Director will then consider and render his/her final decision on any such protest within thirty (30) calendar days after receipt of such protest. Said decision shall be final.

Except for such protests and objections as are made of record in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for any extra work, damages, and extensions of time on account of such demands, instructions, rulings, and decisions of the Engineer.

Claims Based on Differing Site Conditions. Save and except as provided in this paragraph, Contractor agrees to solely bear the risk of Loss and Delay due to concealed or unknown conditions, surface or subsurface, at a Site or in Existing Improvements at the Site, without adjustments to the Contract Sum or Contract Time. If Contractor encounters conditions it believes constitutes Differing Site Conditions, then notice of such conditions shall, before such conditions are disturbed, be promptly reported to Engineer within twenty-
four (24) hours by a written notice stating a detailed description of the condition
encountered. Failure to submit a timely written notice to the Engineer shall be deemed a
waiver of any right by Contractor for an adjustment to the Contract Sum or Contract Time by
reason of such conditions.

Public Contract Code Section 9204

The provisions of Public Contract Code Section 9204 govern claims by the Contractor
to the City. The provisions of Section 9204 are as follows:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens
to ensure that all construction business performed on a public works project in the state that
is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with
Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2,
and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall
apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

1. “Claim” means a separate demand by a contractor sent by registered mail or certified mail
with return receipt requested, for one or more of the following:

A. A time extension, including, without limitation, for relief from damages or penalties for
delay assessed by a public entity under a contract for a public works project.

B. Payment by the public entity of money or damages arising from work done by, or on
behalf of, the contractor pursuant to the contract for a public works project and payment for
which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

C. Payment of an amount that is disputed by the public entity.

2. “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing
with Section 7000) of Division 3 of the Business and Professions Code who has entered into a
direct contract with a public entity for a public works project.

3. (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a
state agency, department, office, division, bureau, board, or commission, the California State
University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.
(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

2. (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed
portion of the claim. Each party shall bear the fees and costs charged by its respective
mediator in connection with the selection of the neutral mediator. If mediation is
unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable
procedures outside this section.
(C) For purposes of this section, mediation includes any nonbinding process, including, but
not limited to, neutral evaluation or a dispute review board, in which an independent third
party or board assists the parties in dispute resolution through negotiation or by issuance of
an evaluation. Any mediation utilized shall conform to the timeframes in this section.
(D) Unless otherwise agreed to by the public entity and the contractor in writing, the
mediation conducted pursuant to this section shall excuse any further obligation under
Section 20104.4 to mediate after litigation has been commenced.
(E) This section does not preclude a public entity from requiring arbitration of disputes under
private arbitration or the Public Works Contract Arbitration Program, if mediation under this
section does not resolve the parties' dispute.
(3) Failure by the public entity to respond to a claim from a contractor within the time periods
described in this subdivision or to otherwise meet the time requirements of this section shall
result in the claim being deemed rejected in its entirety. A claim that is denied by reason of
the public entity's failure to have responded to a claim, or its failure to otherwise meet the
time requirements of this section, shall not constitute an adverse finding with regard to the
merits of the claim or the responsibility or qualifications of the claimant.
(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7
percent per annum.
(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim
against a public entity because privity of contract does not exist, the contractor may present
to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A
subcontractor may request in writing, either on his or her own behalf or on behalf of a lower
tier subcontractor, that the contractor present a claim for work which was performed by the
subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The
subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Public Contract Code Section 20104, et seq.

20104

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three
hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to
all written claims within 60 days of receipt of the claim, or may request, in writing, within 30
days of receipt of the claim, any additional documentation supporting the claim or relating to
defenses to the claim the local agency may have against the claimant.
(2) If additional information is thereafter required, it shall be requested and provided
pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
(3) The local agency’s written response to the claim, as further documented, shall be
submitted to the claimant within 30 days after receipt of the further documentation, or
within a period of time no greater than that taken by the claimant in producing the additional
information or requested documentation, whichever is greater.
(d) If the claimant disputes the local agency’s written response, or the local agency fails to
respond within the time prescribed, the claimant may so notify the local agency, in writing,
either within 15 days of receipt of the local agency’s response or within 15 days of the local
agency’s failure to respond within the time prescribed, respectively, and demand an informal
conference to meet and confer for settlement of the issues in dispute. Upon a demand, the
local agency shall schedule a meet and confer conference within 30 days for settlement of the
issue.
(e) Following the meet and confer conference, if the claim or any portion remains in dispute,
the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and
Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the
Government Code. For purposes of those provisions, the running of the period of time within
which a claim must be filed shall be tolled from the time the claimant submits his or her
written claim pursuant to subdivision (a) until the time that claim is denied as a result of the
meet and confer process, including any period of time utilized by the meet and confer
process.
(f) This article does not apply to tort claims and nothing in this article is intended nor shall be
construed to change the time periods for filing tort claims or actions specified by Chapter 1
(commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of
Division 3.6 of Title 1 of the Government Code.

20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs
and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

The City shall treat any time written notice as a claim for damages and shall be resolved in accordance with this Article 17 of the Contract.

ARTICLE 18 – INDEPENDENT CONTRACTOR

Contractor enters into this Agreement as an independent contractor and not as an employee of the City. Contractor 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 Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement.

ARTICLE 19 – RETENTION

1. Provisions of California Public Contract Code §22300 et. seq., substitution of eligible and equivalent securities for retention held by the City to ensure the Contractor's performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Public Contract Code §22300. The foregoing notwithstanding, the Contractor shall have ten (10) days following action by the City to award the Agreement to the Contractor to submit its written request to the City to permit the
substitution of securities for retention under California Public Contract Code §22300. The
failure of such Contractor to make such written request to the City within said ten (10) day
period shall be deemed a waiver of the Contractor’s rights under California Public Contract
Code §22300.

2. In the event the Contractor wishes to choose to exercise its rights under
California Public Contract Code Section §22300, the Contractor shall enter into an escrow
agreement with the City, and the escrow agent, a state or federally chartered bank in
California with a current BauerFinancial, Inc. of not less than “5 Stars,” unless otherwise
agreed to by the City Attorney, in the form specified by said Section §22300. Contractor shall
have the obligation of ensuring that such securities deposited are sufficient to maintain, in
total fair market value, an amount equal to the cash amount of the sums to be withheld
under the Agreement. If upon written notice from the City or from the appropriate escrow
agent, indicating that the fair market value of the securities has dropped below the dollar
amount of monies to be withheld by the City to ensure performance, Contractor shall, within
five (5) days of the date of such notice, post additional securities as necessary to ensure that
the total fair market value of all such securities held by the City, or in escrow, is equivalent to
the amount of money to be withheld by the City under the Agreement.

ARTICLE 20 – NON-ASSIGNABILITY

The expertise and experience of the Contractor are material considerations for this
Agreement. The City has an interest in qualifications of and capability of the Contractor,
which will fulfill the duties and obligations, imposed under this Agreement. In recognition of
that interest, the Contractor shall not assign or transfer this Agreement or any portion of this
Agreement or the performance of any of the Contractor’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 Contractor 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 21 – PROHIBITED INTERESTS

No official, employee, or agent of City, nor any member of his or her immediate
family, shall have any direct or indirect interest in the contract.

ARTICLE 22 – EQUAL EMPLOYMENT

Contractor 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 23 – 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 24 – 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 25 – 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, or a waiver of any subsequent breach or violation of any provision of this
Agreement. Acceptance by the City of any work or services by Contractor shall not constitute
a waiver of any of the provisions of this Agreement.
ARTICLE 26 – ENTIRE AGREEMENT

This Agreement, including all Exhibits 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 Contractor 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 of their authorized representatives.

ARTICLE 27 – 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 28 – MISCELLANEOUS

1. The Parties waive any benefits from the principle of contra proferentum 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.

2. 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.

3. 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

DOJA INC.

Ayad Jaber,
President

See following page

DOJA INC.

See following page

Fatina Jaber,
Secretary

APPROVED AS TO FORM:

Aisha L. Thompson,
City Clerk

For: Kenneth A. Campos,
City Attorney
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

DOJA INC.

Ayad Jaber,
President

DOJA INC.

Fatima Jaber,
Secretary

ATTEST:

Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

Kenneth R. Campos,
City Attorney
Attachment No. 2
RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF INGLEWOOD, CALIFORNIA, VOIDING
AND/OR TERMINATING THE SEPTEMBER 13,
2022, AGREEMENT NO. 22-307 WITH DOJA, INC.,
FOR THE DARBY PARK RESTROOM PROJECT.

WHEREAS, on September 13, 2022, the City Council approved Agreement No. 22-307,
with DOJA, Inc., for restroom repairs at Darby Park, however, the amount of liquidated
damages was incorrect; and

WHEREAS, the contractor signed a new Agreement that includes the corrected
liquidated damages; and

WHEREAS, that new Agreement has, or will be presented to City Council for approval
consideration; and

WHEREAS, the City Council, by the adoption of this resolution, therefore voids and/or
terminates Agreement No. 22-307 which was approved by this Council on September 13,
2022.

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 Council voids and/or terminates Agreement 22-307 with DOJA, Inc., for the
Darby Park Restroom 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
Attachment No. 3
AGREEMENT NO.:

THIS AGREEMENT is made and entered into this __________ day of __________, 2022, by and between the CITY OF INGLEWOOD (hereinafter referred to as the "City"), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and DOJA INC., (hereinafter referred to as the "Contractor") a California corporation, with a corporate number of C1781122, duly organized and in good standing in the State of California, with a Contractors State License Board number of 597764 and a local place of business located at 5050 W. Mission Boulevard, Ontario, California 91762.

RECITALS

WHEREAS, Darby Park is a 14-acre park located at 3400 W. Arbor Vitae Street in the City of Inglewood; and

WHEREAS, the park has baseball fields, tennis and basketball courts, a skate boarding area, and two public restrooms; and

WHEREAS, the ballfields, tennis and basketball courts have been renovated in recent years but additional improvements are needed at the park; and

WHEREAS, the public restrooms are old, in disrepair and need to be replaced so the Darby Park Restroom Project (the "Project") was developed to replace these restroom on the south side of the park; and

WHEREAS, on March 18, 2022, the Project was advertised and five contractors responded; and

WHEREAS, on May 4, 2022, the City Clerk's Office received and opened bids and the Contractor was the lowest monetary bidder; and

WHEREAS, the Contractor represents that it is validly registered with the California Department of Industrial Relations as required by law with a PWC Registration Number of 1000007950; and

WHEREAS, the Contractor represents that its listed subcontractor(s), if any, is in good standing in the State of California and validly registered with the California Department of Industrial Relations as required by law; and
WHEREAS, the Contractor represents that it and its subcontractor(s), if any, will remain validly licensed as required by law; and

WHEREAS, the Contractor represents that it has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

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

ARTICLE 1 – INCORPORATION OF RECITALS

All of the recitals are incorporated herein by reference.

ARTICLE 2 – SCOPE OF WORK

Contractor shall:

1. Perform City’s Project, in a good, workmanlike, and timely manner and in accordance with Exhibit “A,” Darby Park Restroom Project Phase 1, Bid No.: CB-22-03;“ and Exhibit “B,” the Contractor’s Proposal. Each Exhibit 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. Change orders and Amended Agreements (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A;”
   d. Exhibit “B.”

2. Ensure that all work is done in a workmanlike and professional manner and in accordance with standard industry practices.

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

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

5. 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.
6. Secure the payment of workers' compensation to its employees as provided in California Labor Code Sections 1860 and 3700 and agree, that pursuant to California Labor Code Section 1810, that eight (8) hours' labor constitutes a legal day's work.

7. Correct all defects detected in workmanship and materials and agree that all defects shall be corrected at the expense of the Contractor and approved by the Public Works Director or his designee. No payment shall be made to the Contractor until corrections are completed and approved.

8. Agree that should disputes arise respecting the true value of any work done, of any work omitted, or any extra work, which the Contractor may be required to do, or respecting the size of payment to the Contractor during the performance of this contract, such dispute shall be initially decided by the Director of Public Works.

9. Abide by California Public Contract Code Section 7104 and California Labor Code Section 6705 whenever such Codes are relevant.

10. Agree to comply with the applicable provisions of California Labor Code Section 1777.5 relating to employment by the Contractor and all subcontractors under it, of journeymen, or apprentices, or workmen in any apprentice craft or trade. The Contractor specifically agrees to comply with the applicable provisions of California Labor Code Section 1770 through and including Section 1776 relating to compliance monitoring and enforcement, payment of prevailing wages to all workmen employed in the performance of the services contemplated by this Agreement by the Contractor and all subcontractors under it and to keep and maintain accurate certified payment records.

11. Agree that any digging of trenches or other excavations that extend deeper than four (4) feet below the surface, then the Contractor shall:

   a. Promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

ii. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

12. Agree that, in the event a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided by this Agreement first and then by relevant law which pertain to the resolution of disputes and protests between the Parties.

13. Agree that statutory provisions for penalties for failure to pay prevailing wages will be enforced and that the statutory provisions for penalties for failure to comply with the state's wage and hour laws will be enforced.

14. Provide a written guarantee of workmanship and safety to the Public Works Director or his designee. No payment shall be made to the Contractor without said written guarantee.

ARTICLE 3 – 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 Contractor to perform the services contemplated by this Agreement.

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ARTICLE 4 – TERM

Time is of the essence with respect to all time limits set forth in this Agreement. The Contractor shall diligently prosecute the Work to Substantial Completion within one hundred and forty (140) Working Days after the date specified in the City’s Notice to Proceed ("NTP"). The term of this Agreement shall run from the date first written above until the final acceptance of all work by the City.

ARTICLE 5 – COMPENSATION

1. Contractor shall be paid, pursuant to the bid items in the bid table in Exhibit "B," a not-to-exceed amount of six hundred and thirty thousand dollars ($630,000) for all work faithfully performed.

2. Contractor shall invoice, from the date of NTP, the City every thirty (30) days for services contemplated hereunder and which have been completed within that thirty (30) day period.

3. Contractor shall invoice City within ten (10) working days after the completion of the project. City shall pay Contractor in the ordinary course of City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing Contractor’s invoices.

4. Contractor 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 Contractor, and Contractor shall have no claim against the City for reimbursement.

ARTICLE 6 – TERMINATION

1. Without limitation to any of the City’s other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, the City shall have the right to terminate or suspend this Agreement, in whole or in part, if it encounters conditions during the work contemplated hereunder that make it impossible or impracticable to proceed; or if the City is prevented from proceeding with the Agreement by law or by official action of a public authority; or if there is an unavailability of City Funds; or if the Contractor violates any
material provisions of this agreement; or if the Contractor fails to provide the services required of this Agreement in a satisfactory manner as determined by the City Engineer.

Upon the failure of the Contractor to promptly cure any default, the City's election to terminate the Agreement for default shall be communicated by giving the Contractor a written notice of termination in the manner specified in Article 7 - Notices, of this Agreement.

2. The City shall have the option, at its sole discretion and without cause, of terminating this Agreement in part or in whole by giving thirty (30) Days written notice to the Contractor. The Contractor agrees to accept such sums as allowed under this Paragraph 2 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind.

a. Following such termination and within forty-five (45) Days after receipt of a billing from the Contractor seeking payment of sums authorized by this Paragraph 2, the City shall pay to the Contractor as its sole compensation for performance of the Work the following:

i. For Work Performed. The amount of the Contract Sum allocable to the portion of the Work properly performed by the Contractor as of the date of termination, less sums previously paid to the Contractor. In no event, however, shall the compensation paid pursuant to this Paragraph 2 exceed the amount which would have been payable pursuant to Article 5 of this Agreement.

ii. For Close-out Costs. Reasonable costs of the Contractor and its Subcontractors for:

1. Demobilizing and

2. Administering the close-out of its participation in the Project (including the amount for any and all materials and/or equipment ordered [which cannot be cancelled]) for a
period of no longer than thirty (30) Days after receipt of the
notice of termination.

iii. For Fabricated Items. Previously unpaid cost of any items delivered
to the Project Site, which were fabricated for subsequent
incorporation in the Work.

b. Subcontractors. The Contractor shall include provisions in all of its
subcontracts, purchase orders and other contracts permitting termination
for convenience by the Contractor on terms that are consistent with this
Agreement and that afford no greater rights of recovery against the
Contractor than are afforded to the Contractor under this Paragraph 2.

c. Contractor’s Duties Upon Termination. Upon receipt of a notice of
termination for default or for convenience, the Contractor shall, unless the
notice directs otherwise, do the following:

i. Immediately discontinue the Work to the extent specified in the
notice;

ii. Place no further orders or subcontracts for materials, equipment,
services or facilities, except as may be necessary for completion of
such portion of the Work as is not discontinued;

iii. Provide to the City a description, in writing no later than fifteen (15)
days after receipt of the notice of termination, of all subcontracts,
purchase orders and contracts that are outstanding, including,
without limitation, the terms of the original price, any changes,
payments, balance owing, the status of the portion of the Work
covered and a copy of the subcontract, purchase order or contract
and any written changes, amendments or modifications thereto,
together with such other information as the City may determine
necessary in order to decide whether to accept assignment of or
request the Contractor to terminate the subcontract, purchase
order or contract;

iv. Promptly assign to the City those subcontracts, purchase orders or contracts, or portions thereof, that the City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that the City does not elect to accept by assignment; and

v. Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

ARTICLE 7 - NOTICES

1. All notices required or permitted to be given under this Agreement shall be in writing or sent by certified mail and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party.
2. Any notice given pursuant to this Agreement shall be deemed received and effective when properly addressed, posted and deposited in the United States Mail addressed to the respective parties as follows:

**Notice**

If notice to either Party is given, it shall be by personal delivery thereof or by depositing same in United States Mail, enclosed in a sealed envelope postage prepaid and return receipt requested and addressed as follows:

**CITY:**

**CONTRACTOR:**

Aisha L. Thompson, Ayad Jaber,
City Clerk President
City of Inglewood Doja Inc.
One Manchester Boulevard 5050 W. Mission Boulevard,
Inglewood, California 90301-1750 Ontario, California 91762

**WITH COPY TO:**

**AGENT FOR SERVICE OF PROCESS ONLY**

Director Public Works Ayad Jaber
One Manchester Boulevard 2197 Saratoga Lane,
Inglewood, California 90301 Glendora, California 91741

**Notice of Surety**

If notice is given to Surety, it shall be by personal delivery to the Surety or by depositing same in United States mail, enclosed in a sealed envelope, addressed to the Surety at the address of the Surety shown in the applicable Performance Bond or Payment Bond (or, if none is shown, the last known address for the Surety), and sent by registered or certified mail with postage prepaid.

**Effective Date of Notice**

Notice shall be deemed 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, properly addressed, with postage prepaid and return receipt requested.
ARTICLE 8 – INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor. 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 (ISO) 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 CA 0001 covering Code 1 (any auto), with limits 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 Employers’ Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Builder’s Risk (Course of Construction)** insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. **Surety Bonds** as described below.

6. **Professional Liability** (if Design/Build), with limits no less than $2,000,000 per occurrence or claim, and $4,000,000 policy aggregate.

7. **Contractors’ Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $2,000,000
per occurrence or claim, and $4,000,000 policy aggregate.

If the contractor 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.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City Attorney's Office. The City may require the Contractor 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.

**Other Insurance Provisions**

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

1. 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 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).

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance 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 Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be
canceled, except with notice to the City.

*Builder's Risk (Course of Construction) Insurance*

The Contractor may submit evidence of Builder's Risk insurance in the form of Course
of Construction coverage. Such coverage shall name the City as a loss payee as their interest
may appear.

If the project does not involve new or major reconstruction, at the option of the City,
an Installation Floater may be acceptable. For such projects, a Property Installation Floater
shall be obtained that provides for the improvement, remodel, modification, alteration,
conversion or adjustment to existing buildings, structures, processes, machinery and
equipment. The Property Installation Floater shall provide property damage coverage for any
building, structure, machinery or equipment damaged, impaired, broken, or destroyed during
the performance of the Work, including during transit, installation, and testing at the City's
site.

*Claims Made Policies*

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution
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 contract work.

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

4. A copy of the claims reporting requirements must be submitted to the City for
review.

5. If the services involve lead-based paint or asbestos identification/remediation, the
Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.
If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

**Acceptability of Insurers**

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

**Waiver of Subrogation**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

**Verification of Coverage**

The Contractor shall furnish the City 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. All certificates and endorsements are to be received and approved by the Inglewood City Attorney's Office before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor'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**

The Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and the Contractor shall ensure that the City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
ARTICLE 9 – INDEMNIFICATION

1. Contractor 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 Contractor, 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 negligence, or willful misconduct of the City.

2. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Contractor has agreed to indemnify Indemnitees as provided above, Contractor, upon notice from the City, shall defend Indemnitees at Contractor’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 Contractor under this Article shall ensure Contractor’s obligations under this section, but the limits of such insurance shall not limit the liability of the Contractor hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10 – BONDS

Contractor agrees that, at all times during the performance of the services contemplated by this Agreement, it shall keep and maintain the following Contract Bonds in the amount set forth below:

1. Performance Bond
2. Payment Bond

Said bonds shall be in the form approved by the Inglewood City Attorney and shall be satisfactory to City.

Performance Bond

The Contractor agrees to at all times during the performance of the agreement to obtain, keep, and maintain a faithful performance bond in the amount equal to one hundred
percent (100%) of the Contract price. Said bond shall guarantee to the City the prompt, faithful and competent performance of each and every term, condition and provision set forth in the Contract Documents, said Contract Documents to be incorporated into the Performance Bond by express reference therein. Said Bond and the obligations of Surety thereunder shall remain in full force and effect for as long as the Principal/Contractor's obligations remain in effect with the City. Said bond shall also be in the form and have the content required for approval by the City Attorney.

Payment Bond

Upon demand by the City, and before Contractor begins Work, of any kind for the Project, the Contractor shall post a Payment Bond pursuant to the requirements of Civil Code section 3247 et. Seq. Contractor shall keep such bond in force and effect as required by applicable law, but in no case less than seven (7) months from the date of acceptance of the Project by the City. Said Bond shall be in an amount equal to one hundred percent (100%) of the Contract price. Said bond shall be in the form approved by the City Attorney.

ARTICLE 11 – LIQUIDATED DAMAGES

It is agreed to by the parties to the contract that in case all the work called for under the contract is not completed expeditiously, safely, and per all of the rules set forth in the contract documents before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City of Inglewood (in terms of inconvenience, lost productivity, additional administrative costs, and other costs both tangible and intangible). It is also agreed by the parties that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that that the Contractor will pay to the City the sum of seven hundred and fifty dollars ($750) for each and every day delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Inglewood may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

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Multiple Correction Notices

The Contractor shall receive only one Correction Notice for the same issue, or issues within the same specification section, without sanction. Additional Correction Notices indicate an unwillingness of the contractor to abide by the contract that he/she has entered into. The City may impose Liquidated Damages of Three Hundred Dollars ($300) for each correction notice, which is written on the same issue, or concerning the same section of the specifications.

The City of Inglewood will issue a change order credit to the contract (thereby reducing the contract value) by Three Hundred Dollars ($300) in the case of repetitive correction notices.

ARTICLE 12 – INGLEWOOD BUSINESS LICENSE

The Contractor agrees to at all times during the performance of the Agreement, obtain and maintain an Inglewood City business license. A copy of said license must be forwarded to the City Clerk and Public Works Department prior to issuing the Notice to Proceed (NTP).

ARTICLE 13 – “OR EQUAL” CLAUSE

Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers’ or vendors’ names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer of equal substance and function. Said materials, article or equipment shall not be purchased or installed by the Contractor without the Engineer’s written approval.

Anyone wishing to make an “or equal” request must such request in writing to the Engineer within (7) seven days after the bid opening date.

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ARTICLE 14 – PERMITS, COSTS AND NOTICES

City Permits

Wherever the property of the Federal Government, the State of California, the County of Los Angeles, the City of Inglewood, any local utilities, or of any other agency is affected by the work included in this contract, the Contractor shall procure all permits, give all notices necessary, and bear the cost of all permits and inspection lawfully exacted by said Government, State, County, City, District, Department, or other agency during the time of performing the work affecting said property. In addition, the Contractor shall bear all cost of traffic regulation and traffic control devices lawfully exacted by said State, County, City, or other agency during the time of performing the work affecting said property. Work may not start unless all permits are pulled. The Contractor will bear all the burden of construction delays caused by delays in pulling permits. Permits for all trades for all units must be pulled at one time.

Work within the Public Rights of Way

Contractor shall notify, verbally or in writing the “Permit Section” of City’s Public Works Department at least seventy-two (72) hours prior to starting any Work within a public street or right-of-way. If notice is verbal, Contractor shall prepare and maintain a written record of such notice. Neither the terms hereof nor anything shown on the drawings in connection with rights-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or be subject to erosion from such flow.

The Contractor shall be responsible for making their own arrangements for parking facilities, storage areas, and staging area; the Contractor shall obtain written permission from the owners of the affected property for such use, and a copy of each such written permit shall be furnished to the City and property owners for their protection and records. The
Contractor shall indemnify and hold harmless the City from all claims for damages occasioned by such actions.

Encroachment Permits

Contractor shall obtain encroachment permit(s) from the City's Public Work Department prior to start of any Project Work. The costs of such permits are included on the Contract Sum.

Liability Insurance for Permits

Where required under the terms of the permits, the Contractor shall obtain liability insurance acceptable to and in an amount required by the public agency having jurisdiction.

The policy shall insure said agency against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The Contractor shall furnish to each such agency a certificate of protective liability insurance showing the protection afforded and the amount thereof.

Neither the terms hereof nor anything shown on the Drawings in connection with right-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or subject to erosion from such flow.

ARTICLE 15 – RESPONSIBILITIES OF PROJECT SUPERINTENDENT

The Contractor shall submit, at the initial pre-construction meeting, written qualification of the proposed Project Superintendent (the "Superintendent"), for City review. The approved Superintendent shall be on the project site full time and will be responsible for all general contract and subcontract work on the project. The approved Superintendent shall be assigned to one construction project only. The approved Superintendent shall attend all field measurement verifications.

The Superintendent shall be fully capable of scheduling, monitoring, and controlling
the work of all trades that are performing work for this Project and of answering questions and concerns without consulting other off-site persons unless design or contractual issues require special consultation. Superintendent must be responsible for a maximum of one project at any time and shall be assigned for a time period that at least includes the period from Notice to Proceed through Notice of Completion.

**ARTICLE 16 — AUTHORITY OF THE ENGINEER**

All work of the Contract will be supervised by the City Engineer (the “Engineer,” see Division 1 of the General Provisions). The Engineer shall have authority over the administrative aspects of the Contract including provisions for time for commencing and completing work and extension of time, if any.

The Engineer shall have the authority to approve a contingency of up to ten percent (10%) of Article 5 of this Agreement and to give such general directions and exercise such control as may be necessary to ensure that work on the Project is in strict compliance with the Contract Documents. The Engineer shall determine the adequacy of the Contractor's methods, plant, and equipment and may issue such directions relative to the sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of the work. The Engineer shall have the authority to stop the work, if necessary, to prevent its improper execution and shall determine the amount, quality, and fitness of the several kinds of work. The Engineer shall have the authority to reject all work which does not conform to the requirements of the Contract and shall have power to make such other decisions as provided in these specifications. All instructions, rulings, and decisions of the Engineer shall be final and binding unless formal protest is made under the provisions for "Rights and Remedies; Claims and Protests" in Article 17 of this Contract.

**ARTICLE 17 – RIGHTS AND REMEDIES; CLAIMS AND PROTESTS**

Duties and obligations imposed by the Contract Documents and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by Applicable Law.
Section 45 of the General Provisions is deleted in its entirety and replaced with the following: If the Contractor considers any work demanded of him/her to be outside the requirements of the Contract, or considers any instruction, ruling, or decision of the Engineer to be unfair, the Contractor shall within ten (10) working days after any such demand is made, or any such instruction, ruling, or decision is given, file a written protest with the Engineer stating the nature of the protest and the reasons therefore. Except for such protests and objections as are made of record in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for any extra work, damages, and extensions of time on account of such demands, instructions, rulings, and decisions of the Engineer.

Upon receipt of any such protest from the Contractor, the Engineer will review the demand, instruction, ruling, or decision objected and will, within thirty (30) calendar days, advise the Contractor, in writing, of his/her final decision, which shall be binding upon all parties unless, within ten (10) working days after the date of said final decision, the Contractor shall file with the Public Works Director (the “Director”) formal protest against said final decision of the Engineer. The Director will then consider and render his/her final decision on any such protest within thirty (30) calendar days after receipt of such protest. Said decision shall be final.

Except for such protests and objections as are made of record in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for any extra work, damages, and extensions of time on account of such demands, instructions, rulings, and decisions of the Engineer.

Claims Based on Differing Site Conditions. Save and except as provided in this paragraph, Contractor agrees to solely bear the risk of Loss and Delay due to concealed or unknown conditions, surface or subsurface, at a Site or in Existing Improvements at the Site, without adjustments to the Contract Sum or Contract Time. If Contractor encounters conditions it believes constitutes Differing Site Conditions, then notice of such conditions shall, before such conditions are disturbed, be promptly reported to Engineer within twenty-
four (24) hours by a written notice stating a detailed description of the condition
encountered. Failure to submit a timely written notice to the Engineer shall be deemed a
waiver of any right by Contractor for an adjustment to the Contract Sum or Contract Time by
reason of such conditions.

Public Contract Code Section 9204

The provisions of Public Contract Code Section 9204 govern claims by the Contractor
to the City. The provisions of Section 9204 are as follows:
(a) The Legislature finds and declares that it is in the best interests of the state and its citizens
to ensure that all construction business performed on a public works project in the state that
is complete and not in dispute is paid in full and in a timely manner.
(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with
Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2,
and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall
apply to any claim by a contractor in connection with a public works project.
(c) For purposes of this section:
(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail
with return receipt requested, for one or more of the following:
(A) A time extension, including, without limitation, for relief from damages or penalties for
delay assessed by a public entity under a contract for a public works project.
(B) Payment by the public entity of money or damages arising from work done by, or on
behalf of, the contractor pursuant to the contract for a public works project and payment for
which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
(C) Payment of an amount that is disputed by the public entity.
(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing
with Section 7000) of Division 3 of the Business and Professions Code who has entered into a
direct contract with a public entity for a public works project.
(3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a
state agency, department, office, division, bureau, board, or commission, the California State
University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.
(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed
portion of the claim. Each party shall bear the fees and costs charged by its respective
mediator in connection with the selection of the neutral mediator. If mediation is
unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable
procedures outside this section.
(C) For purposes of this section, mediation includes any nonbinding process, including, but
not limited to, neutral evaluation or a dispute review board, in which an independent third
party or board assists the parties in dispute resolution through negotiation or by issuance of
an evaluation. Any mediation utilized shall conform to the timeframes in this section.
(D) Unless otherwise agreed to by the public entity and the contractor in writing, the
mediation conducted pursuant to this section shall excuse any further obligation under
Section 20104.4 to mediate after litigation has been commenced.
(E) This section does not preclude a public entity from requiring arbitration of disputes under
private arbitration or the Public Works Contract Arbitration Program, if mediation under this
section does not resolve the parties' dispute.
(3) Failure by the public entity to respond to a claim from a contractor within the time periods
described in this subdivision or to otherwise meet the time requirements of this section shall
result in the claim being deemed rejected in its entirety. A claim that is denied by reason of
the public entity's failure to have responded to a claim, or its failure to otherwise meet the
time requirements of this section, shall not constitute an adverse finding with regard to the
merits of the claim or the responsibility or qualifications of the claimant.
(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7
percent per annum.
(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim
against a public entity because privity of contract does not exist, the contractor may present
to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A
subcontractor may request in writing, either on his or her own behalf or on behalf of a lower
tier subcontractor, that the contractor present a claim for work which was performed by the
subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The
subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

**Public Contract Code Section 20104, et seq.**

20104

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three
hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to
all written claims within 60 days of receipt of the claim, or may request, in writing, within 30
days of receipt of the claim, any additional documentation supporting the claim or relating to
defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided
pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be
submitted to the claimant within 30 days after receipt of the further documentation, or
within a period of time no greater than that taken by the claimant in producing the additional
information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to
respond within the time prescribed, the claimant may so notify the local agency, in writing,
either within 15 days of receipt of the local agency's response or within 15 days of the local
agency's failure to respond within the time prescribed, respectively, and demand an informal
conference to meet and confer for settlement of the issues in dispute. Upon a demand, the
local agency shall schedule a meet and confer conference within 30 days for settlement of the
dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute,
the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and
Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the
Government Code. For purposes of those provisions, the running of the period of time within
which a claim must be filed shall be tolled from the time the claimant submits his or her
written claim pursuant to subdivision (a) until the time that claim is denied as a result of the
meet and confer process, including any period of time utilized by the meet and confer
process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be
construed to change the time periods for filing tort claims or actions specified by Chapter 1
(commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of
Division 3.6 of Title 1 of the Government Code.

20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs
and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

The City shall treat any time written notice as a claim for damages and shall be resolved in accordance with this Article 17 of the Contract.

ARTICLE 18 – INDEPENDENT CONTRACTOR

Contractor enters into this Agreement as an independent contractor and not as an employee of the City. Contractor 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 Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement.

ARTICLE 19 – RETENTION

1. Provisions of California Public Contract Code §22300 et. seq., substitution of eligible and equivalent securities for retention held by the City to ensure the Contractor's performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Public Contract Code §22300. The foregoing notwithstanding, the Contractor shall have ten (10) days following action by the City to award the Agreement to the Contractor to submit its written request to the City to permit the
substitution of securities for retention under California Public Contract Code §22300. The failure of such Contractor to make such written request to the City within said ten (10) day period shall be deemed a waiver of the Contractor’s rights under California Public Contract Code §22300.

2. In the event the Contractor wishes to choose to exercise its rights under California Public Contract Code Section §22300, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a state or federally chartered bank in California with a current BauerFinancial, Inc. of not less than “5 Stars,” unless otherwise agreed to by the City Attorney, in the form specified by said Section §22300. Contractor shall have the obligation of ensuring that such securities deposited are sufficient to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Agreement. If upon written notice from the City or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Agreement.

ARTICLE 20 – NON-ASSIGNABILITY

The expertise and experience of the Contractor are material considerations for this Agreement. The City has an interest in qualifications of and capability of the Contractor, which will fulfill the duties and obligations, imposed under this Agreement. In recognition of that interest, the Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of the Contractor’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 determination of this Agreement. The Contractor 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 21 – PROHIBITED INTERESTS**

No official, employee, or agent of City, nor any member of his or her immediate
family, shall have any direct or indirect interest in the contract.

**ARTICLE 22 – EQUAL EMPLOYMENT**

Contractor 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 23 – 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 24 – 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 25 – 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, or a waiver of any subsequent breach or violation of any provision of this
Agreement. Acceptance by the City of any work or services by Contractor shall not constitute
a waiver of any of the provisions of this Agreement.
ARTICLE 26 – ENTIRE AGREEMENT

This Agreement, including all Exhibits 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 Contractor 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 of their authorized representatives.

ARTICLE 27 – 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 28 – MISCELLANEOUS

1. The Parties waive any benefits from the principle of contra proferentum 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.

2. 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.

3. 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

DOJA INC.

__________________________
Ayad Jaber,
President

DOJA INC.

__________________________
Fatima Jaber,
Secretary

ATTEST:

__________________________
Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

__________________________
Kenneth R. Campos,
City Attorney
Attachment No. 4
**CERTIFICATE OF LIABILITY INSURANCE**

**DOJA, INC.**

**DATE (MM/DD/YYYY): 2/10/2023**

**PRODUCER:**
Commercial The Brokerage
The Brokerage, an Alera Group Company
20261 SW Acacia St, Suite 200
Newport Beach, CA 92660

**INSURED:**
Doja, Inc.
5050 W. Mission Blvd.
Ontario, CA 91762

**CONTACT NAME:** Jessica Lopez
**PHONE (incl. ext.):** (949) 287-5677
**FAX (incl. ext.):** (949) 336-0621
**EMAIL ADDRESS:** jlopez@thobrokerageins.com

**INSURER(S) AFFORDING COVERAGE:**
- **INSURER A:** GUIDEONE NATIONAL INSURANCE COMPANY 14167
- **INSURER B:** Wesco Insurance Company
  - **NAIC #:** 25911
- **INSURER C:** Tokio Marine Specialty Insurance Company
  - **NAIC #:** 23859
- **INSURER D:** Clear Spring Property and Casualty Company
  - **NAIC #:** 15563

**COVERAGES**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101):**

RE: Doja, Inc. JOb #634-3445; Derby Park Restroom Project Phase 1; 3400 W. Arbor Vitas St, Inglewood CA 90335.

The City of Inglewood, its officials, employees, agents, and volunteers are included as Additional Insureds as respects General and Auto Liability per attached endorsements.

This Insurance shall apply as Primary and Non-Contributory per attached endorsement.

*Excess Liability follows form over the General Liability, Auto Liability, and Employers Liability.

**CERTIFICATE HOLDER:**
City of Inglewood
Public Works Department
One West Manchester Boulevard, 3rd 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.
Cancellation:
*Should this policy be cancelled before the expiration date, The Brokerage, An Alera Group Company will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement. 
*Except 10 Days Notice of Cancellation for Non-Payment of Premium.
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

<table>
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<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
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<td>As required by written contract.</td>
<td>Any Location</td>
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</tbody>
</table>

If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV – COMMERCIAL LIABILITY CONDITIONS, paragraph 4. Other insurance, subparagraph c. Method of Sharing.

The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.

All other terms and conditions remain unchanged.

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.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
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<td>All locations.</td>
</tr>
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<td>If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV – COMMERCIAL LIABILITY CONDITIONS, paragraph 4, Other Insurance, subparagraph c. Method of Sharing.</td>
<td></td>
</tr>
<tr>
<td>The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.</td>
<td></td>
</tr>
<tr>
<td>All other terms and conditions remain unchanged.</td>
<td></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.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
This Endorsement Changes The Policy. Please Read It Carefully

BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.

Item 1. Who is an Insured of Paragraph A. Coverage under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add:

d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,

(1) 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;

(2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and

(3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

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

f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Subpart (4) of a. Supplementary Payments of Item 2. Coverage Extensions of Paragraph A. Coverage under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to read:

(4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item 5. Fellow Employee of Paragraph B. Exclusions under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.
M. Aggregate Deductible

Paragraph D. Deductible under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductibles amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

N. Diminishing Deductible

Paragraph D. Deductible under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

<table>
<thead>
<tr>
<th>Loss Free Policy Periods With the Expansion Endorsement</th>
<th>Deductible Reduction on the first &quot;loss&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0%</td>
</tr>
<tr>
<td>2</td>
<td>25%</td>
</tr>
<tr>
<td>3</td>
<td>50%</td>
</tr>
<tr>
<td>4</td>
<td>75%</td>
</tr>
<tr>
<td>5</td>
<td>100%</td>
</tr>
</tbody>
</table>

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

O. Knowledge of Loss and Notice To Us

Subsection a. of Item 2. Duties In The Event of Accident, Claim, Suit or Loss of Paragraph A. Loss Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership;

(3) An "executive officer" or director, if you are a corporation;
(4) A manager or member, if you are a limited liability company;
(5) Your insurance manager; or
(6) Your legal representative.

P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item 5. Transfer Of Rights Of Recovery Against Others To Us of Paragraph A. Loss Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

Q. Insurance is Primary and Noncontributory

Subpart a. of Item 5. Other Insurance of Paragraph B. General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

a. This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

R. Other Insurance – Hired Auto Physical Damage

Subpart b. of Item 5. Other Insurance of Paragraph B. General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

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