DATE: December 11, 2018

TO: Mayor and Council Members
    Chairman and Successor Agency Members

FROM: Office of the City Manager/Executive Director

SUBJECT: Amended and Restated Agreement with Gwynne Pugh Urban Studio, Inc.

RECOMMENDATION:

City Council-
It is recommended that the Mayor and Council Members take the following actions:
   1. Approve an Amended and Restated Agreement with Gwynne Pugh Urban Studio, Inc. (Agreement No. 17-464), extending the term for a period of one year, in an additional amount of $10,653 (total allocation of $16,178.81);
   2. Authorize payments of contract allocation following approval of monthly invoicing by the City Manager or City Manager designee; and
   3. Authorize the Mayor to execute the Amended and Restated Agreement.

Successor Agency-
It is recommended that the Chairman and Successor Agency Members take the following actions:
   1. Approve an Amended and Restated Agreement with Gwynne Pugh Urban Studio, Inc. (Agreement No.17-464), extending the term for a period of one year, in an additional amount of $10,653 (total contract allocation of $16,178);
   2. Authorize payments of contract allocation following approval of monthly invoicing by the Executive Director or Executive Director designee;
   3. Re-approve the use of tax-exempt bond funds to fund the remaining work and payments totaling $16,178.81 to be performed by Gwynne Pugh Urban Studio, Inc., as contemplated in the Amended and Restated Agreement (Bond funds 190.100.P343.44830); and
   4. Authorize the Chairman to execute the Amended and Restated Agreement.

BACKGROUND:
Parking Structure No. 2 located at 115 North Locust Street (the "Structure") has been undergoing certain capital improvements to preserve life, health, property, and protect the public welfare as well as address public safety concerns. Gwynne Pugh Urban Studio, Inc. (“Contractor”) was selected to provide architectural, design, and consulting mechanical engineering consulting services as well as construction management in connection with the capital improvements for the Structure.

On June 27, 2017, the City Council/Successor Agency approved Agreement No. 17-464 with the Contractor to provide certain services, including, but not limited to, consulting mechanical engineering services of E2Di for the server and electrical room and elevator machine room, as well
as all Structure signage and overall plan preparation through building plan check for all capital improvements to the Structure. The initial compensation was $15,870.

On September 19, 2017, the First Amendment to Agreement No. 17-464 was approved allowing additional time to be expended by the Contractor on tasks in the initial agreement, and increasing the scope of architectural and design consulting services and related construction management for the security camera, audio, ticket machine, bicycle enclosure, revised elevator requirements, and painting. The first amendment increased the compensation by $19,642. The maximum contract amount following the first amendment was $35,512. Agreement No. 17-464 expired on its own terms June 27, 2018.

DISCUSSION:
Gwynne Pugh Urban Studio, Inc., has completed most of their support consulting work and a total of $29,986.19 had already been expended prior to June 27, 2018. Due to incidental delays outside of the control of the City, Successor Agency, and Contractor, all work was not completed. Staff is requesting that an Amended and Restated Agreement be entered into with Gwynne Pugh Urban Studio, Inc., to add a one (1) year term from the date of approval. This will provide the Contractor the necessary amount of time to complete any remaining services contemplated by the initial Agreement that were not performed prior to the expiration.

In addition to the services already included in the original agreement, the Contractor is being asked to make modifications as required by plan check, and provide consulting, management, and coordination of unexpected graffiti abatement, related security upgrades in connection with the graffiti abatement, painting contractor work required by the Contractor’s plan, and completion of all internal signage design. Staff is requesting approval of an additional $10,653 to be added to the Amended and Restated Agreement.

The Amended and Restated Agreement would increase the balance of the original contract, $5,525.81 by an additional $10,653 bringing the total remaining contract allocation for the Amended and Restated Agreement to $16,178.81.

Internal controls exist in the Amended and Restated Agreement to require the Contractor to set out details of time expended for their work on monthly invoices. The allocation would be expended only after approval of the Contractor’s monthly invoices by the City Manager/Executive Director or the designee. Payments to the Contractor would be allowed only following remittance of Inglewood-reviewed and approved Contractor invoices.

Because this is an Amended and Restated Agreement, the contract submitted for approval shows the maximum contract amount of $46,165. As noted above, $29,986.19 was previously expended prior to the contract expiration. Therefore, the amount being allocated and authorized for the extended one-year term is $16,178.81.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Tax-exempt bond funds will be used to cover all project costs under the tax-exempt bond guidelines. The remaining expenditures for this amended and restated agreement will be funded
from bond funding as authorized by the DOF determination letter dated October 26, 2018 (190.100.P343.44830.00 Tax Exempt Bond Funds).

LEGAL REVIEW VERIFICATION: 
Administrative staff has verified that the legal documents accompanying this report have been submitted to, reviewed and approved by the Office of the City Attorney/General Counsel.

FINANCE REVIEW VERIFICATION: 
Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 Amended and Restated Agreement Gwynne Pugh Urban Studio
APPROVAL VERIFICATION SHEET

PREPARED BY:
Margarita Cruz, Successor Agency

COUNCIL PRESENTER:
Margarita Cruz, Successor Agency

CITY MANAGER APPROVAL: [Signature]
Artie Fields, City Manager/Executive Director
Attachment 1
CITY OF INGLEWOOD AND SUCCESSOR AGENCY OF THE FORMER INGLEWOOD REDEVELOPMENT AGENCY


THIS AMENDED AND RESTATED AGREEMENT NO. 17-464 AMONG THE CITY OF INGLEWOOD, SUCCESSOR AGENCY OF THE FORMER INGLEWOOD REDEVELOPMENT AGENCY, AND GWYNNE PUGH URBAN STUDIO, INC., A CALIFORNIA CORPORATION, AMENDING AND RESTATING THAT CERTAIN AGREEMENT NO. 17-464 DATED JUNE 27, 2017, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT DATED SEPTEMBER 19, 2017 is made and entered into this ______ day of ___________________, 201__ (the “Effective Date”), by and among the City of Inglewood, a municipal corporation (“City”), and the City of Inglewood as Successor Agency of the former Inglewood Redevelopment Agency, a public entity created under Part 1.85 of Assembly Bill No. 26 (1st Ex. Sess.) as set forth in California Health & Safety Code sections 34170 through 34191 (“Successor Agency”), on the one hand (collectively referred to herein as “Inglewood”), and GWYNNE PUGH URBAN STUDIO, INC., a California corporation, with a principal place of business and registered agent for service of process of Mr. Gwynne Pugh, Principal, 2800 Twenty-Eighth Street, Suite 171, Santa Monica, CA 90405 (“Contractor”).

RECITALS

WHEREAS, in 2015, the Successor Agency was the fee owner of two (2) public parking garages located within the City of Inglewood and specifically identified as:
(1) Civic Center Plaza, One West Manchester Boulevard “Parking Garage #1”); and
(2) 115 South Locust Street (Parking Garage #2”)(Parking Garage #1 and Parking
Garage #2 are sometimes collectively referred to herein as the “Parking Garages”);

WHEREAS, the Successor Agency was previously responsible for operating
and maintaining the Parking Garages subject to California Department of Finance
(“DOF”) budgetary and operational oversight until such time as fee ownership of the
Parking Garages is transferred by the Successor Agency to the City, or otherwise,
pursuant to a DOF-approved Long Range Property Management Plan officially
providing for fee conveyance and transfer of the Parking Garages;

WHEREAS, in 2015, the Successor Agency informally solicited the services of
certain qualified and experienced contractors to perform certain major capital
improvements required to address and correct major public safety concerns at Parking
Garage #2. Such services include but are not limited to various visual and public safety
capital improvements to Parking Garage #2 (the “Capital Improvements”), all as more
specifically identified and provided in the “Scope of Services” attached herein as
Attachment “A” which is fully incorporated herein by this reference;

WHEREAS, the Contractor submitted a response to the Successor Agency’s
request to perform the architectural design and related support services as part of the
implementation of the Capital Improvements and desires to perform such consulting
services as part of the Capital Improvements in accordance with the terms and
conditions herein;

WHEREAS, pursuant to Redevelopment Dissolution Law, the Successor
Agency transferred Parking Garage #2 to the City on October 26, 2016 and the City is
the current owner and operator of Parking Garage #2;

WHEREAS, the City, Successor Agency, and Contractor entered into that
certain Agreement No. 17-464 dated June 27, 2017, as amended by the First
Amendment dated September 19, 2017 (collectively the “Original Agreement”) which
expired on its own terms with the most recent payment dated on or about April 27, 2018
in the amount of One Thousand Three Hundred Ten Dollars ($1,310) and outstanding consulting services required by the Successor Agency and performance of certain additional consulting services by the Contractor to complete the Capital Improvements. The parties herein desire to amend and fully restate the Original Agreement with this Amended and Restated Agreement No. 17-464 among the City, Successor Agency, and Contractor bearing the Effective Date set out above (the “Amended Agreement”); to the extent there are any conflicts in terms or definitions between the Original Agreement, the terms and definitions of this Amended Agreement shall govern;

WHEREAS, the Contractor holds itself out as being capable and competent to perform the Capital Improvements requested by the Amended Agreement; and

WHEREAS, the Contractor agrees and acknowledges that it has investigated and researched all matters and conditions pertinent to and affecting the performance and completion of the Capital Improvements including the necessary labor and materials needed and required by this Amended Agreement, and its decision to execute this Amended Agreement is based on such independent investigation and research,

NOW THEREFORE, Inglewood and Contractor (collectively referred to as the “Parties”) agree as follows:

ARTICLE 1 – SCOPE OF SERVICES
Contractor shall provide all labor, tools, materials, equipment, supplies, and transportation necessary to supervise, operate, administer and perform the Capital Improvements at Parking Garage #2 as required by Inglewood in accordance with the terms and conditions of this Amended Agreement. In the event of any conflict concerning this scope of services, the following order of precedence shall govern:
(1) this Amended Agreement (including Attachment “A” to this Amended Agreement);
(2) the Original Agreement (including Attachment “A” to the Original Agreement) and
(3) Contractor’s proposal and any supplemental responses. In case of any ambiguity or discrepancy between words and figures used in the aforementioned documents, the words shall control.
Contractor shall obtain at its own expense, all necessary licenses, permits, and certificates, including, but not limited to, those required by the City to perform the Capital Improvements contemplated in and required by this Amended Agreement. The Contractor shall notify Inglewood immediately of any suspension, termination, lapse, restriction, or non-renewal of the required licenses, permits, certificates or other documents. Failure to comply with these terms may, at the option of Inglewood, be treated as a material breach of this Amended Agreement authorizing termination of this Agreement by Inglewood.

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

Contractor warrants that it shall perform the Capital Improvements required by this Amended Agreement in compliance with all applicable Federal, State and local employment laws, including, but not limited to, those related to work hours and minimum wage; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws or ordinances applicable to the services required under this Amended Agreement. Contractor is liable for any penalty imposed for a violation thereof.

It is mutually agreed by the Parties that Inglewood is relying upon the professional skill of Contractor and Contractor shall perform the Capital Improvements as well as all other services required by this Amended Agreement to the highest and best professional standards. Acceptance of Contractor’s work by Inglewood shall not operate as a release of Contractor’s representations.
Staffing and Schedule

Contractor shall provide the necessary onsite coverage and supervision during all periods of time the Capital Improvements are being performed at Parking Garage #2. When, and as to the extent, Contractor performs consulting services onsite, there shall be at least one Contractor supervisor onsite at Parking Garage #2 during the days and hours of performance of the Capital Improvements. Inglewood reserves the right to request a change in the staffing level and the days and hours of performance of the Capital Improvements, and shall provide the Contractor forty-eight (48) hours written notice of any requested change. The Contractor reserves the right to determine the assignment of employees performing the Capital Improvements under this Amended Agreement.

If any scheduled employee of Contractor is unable to adequately perform any services required for the completion of the Capital Improvements at Parking Garage #2 for any reason, the Contractor shall immediately find and provide a qualified replacement. Contractor’s failure to meet this time commitment may result in a reduction in Compensation commensurate with any delay caused by an untimely replacement.

Inglewood reserves the right to require the Contractor to replace any employee performing the Capital Improvements under this Amended Agreement for any or no reason. Any replacement employee is subject to Inglewood’s written approval prior to performing any services under this Amended Agreement. Any such approval shall not be unreasonably conditioned, delayed or withheld.

Records, Reports and Accounting

Contractor shall maintain a system of internal controls to account for all work performed for the Capital Improvements in full compliance with the terms of this Amended Agreement. All expenditures made by Contractor outside of the Compensation payable to Contractor pursuant to the terms of this Amended Agreement, shall require prior written approval from Inglewood and all such expenditures made
without such approval shall be at the sole cost of the Contractor for which Inglewood shall have no liability or responsibility.

Contractor shall maintain records and reports of any incident or occurrence giving rise to any claim for loss or damages in the performance of the Capital Improvements, and submit said documents to Inglewood’s designated representative within twenty-four (24) hours of the reported incident. The report shall include the names, addresses and telephone numbers of the involved persons and any witnesses. Contractor shall contact the Inglewood Police Department and any other appropriate authority where such incident directly or indirectly involves any type of criminal or potential criminal matter.

ARTICLE 2 – INGLEWOOD’S RESPONSIBILITIES

Inglewood shall provide reasonable access to Contractor and any authorized employees of Contractor to Parking Garage #2 for the sole and limited purpose of providing the services pursuant to this Amended Agreement and necessary to perform and complete the Capital Improvements as specified in Attachment “A,” which is attached hereto and fully incorporated herein by reference.

ARTICLE 3 – TERM AND TERMINATION

Term. The term of this Amended Agreement is for the earlier of the expiration of one (1) year following the Effective Date of this Amended Agreement, or until such time as Inglewood approves and accepts the Capital Improvements as complete.

Termination. Inglewood may terminate this Amended Agreement in its own discretion, or when conditions involving the services required for the performance of the Capital Improvements make it impossible to proceed, or if Inglewood is prevented from proceeding with this Amended Agreement by law, or by official action of a public authority having jurisdiction over the Parking Garages. Inglewood shall provide five (5) days written notice of termination to the Contractor, unless a shorter notice time is reasonable or necessary. In the event of termination, Contractor shall immediately stop rendering services under this Amended Agreement, unless otherwise directed to
continue by Inglewood, and shall submit its final invoice to Inglewood within ten (10) days of receipt of the notice.

**ARTICLE 4 – COMPENSATION**

The Maximum Contract Amount and compensation payable to the Contractor for the cost of performing all services required to complete the Capital Improvements shall not exceed the sum of FORTY SIX THOUSAND ONE HUNDRED SIXTY FIVE DOLLARS ($46,165) (the “Compensation”) which also includes a contingency of Four Thousand Thirty Two and 87/100 Dollars ($4,632.87) or about 10.0354%, all as set forth in Attachment “B” which is fully incorporated by reference into this Amended Agreement.

The Compensation under this Amended Agreement supports all of Contractor participation in the Capital Improvements. Prior to the expiration of the Original Agreement, Twenty Nine Thousand Nine Hundred Eighty Six and 19/100 Dollars ($29,986.19) had been paid to the Contractor; the last payment remitted by the Successor Agency thereunder was on or about April 27, 2018 in the amount of Thirteen Hundred Ten Dollars ($1,310). Furthermore, prior to expiration of the Original Agreement, Four Thousand Six Hundred Thirty Two and 87/100 Dollars ($4,632.87) had been approved by the Successor Agency as a draw against the aforesaid contingency of about 10.0354%, eliminating the entire contingency amount included in the Compensation of this Amended Agreement; in addition to the approved contingency draw, Eight Hundred Ninety Two and 94/100 Dollars ($892.94) of consulting services remained outstanding under the Original Agreement as the Successor Agency had not yet issued a notice to proceed to Contractor to commence the required consulting services, which at that time, totaled Five Thousand Five Hundred Twenty Five and 81/100 Dollars ($5,525.81) [calculated as the sum of both the approved contingency draw of Four Thousand Six Hundred Thirty Two and 87/100 Dollars ($4,632.87) and the remaining outstanding consulting services of Eight Hundred Ninety Two and 94/100 Dollars ($892.94)].
The Compensation under this Amended Agreement provides Ten Thousand Six Hundred Fifty Three Dollars ($10,653), or thirty percent (30%) above the compensation payable to Contractor under the Original Agreement, for additional consulting services the Successor Agency requires of the Contractor. To wit, prior to issuing the notice to proceed such work under the Original Agreement, it was ascertained additional consulting services in the amount of Ten Thousand Six Hundred Fifty Three Dollars ($10,653) would be required to complete the Contractor’s work to support the completion of the Capital Improvements under this Amended Agreement; such additional consulting services would be for, among other things, specifically overseeing (a) unexpected graffiti abatement, (b) related security upgrades in connection with the graffiti abatement, (c) painting contractor work required by the Contractor’s plan, and (d) completion of all internal signage design. As noted in the prior paragraph, at the time of approval consideration of this Amended Agreement, only Five Thousand Five Hundred Twenty Five and 81/100 Dollars ($5,525.81) had remained under the Original Agreement. With these additional consulting services of Ten Thousand Six Hundred Fifty Three Dollars ($10,653), the total payable by the Successor Agency from the Compensation to the Contractor under this Amended Agreement is Sixteen Thousand One Hundred Seventy Eight and 81/100 Dollars ($16,178.81) [calculated as the sum of (a) the approved contingency draw of Four Thousand Six Hundred Thirty Two and 87/100 Dollars ($4,632.87), (b) the remaining outstanding consulting services of Eight Hundred Ninety Two and 94/100 Dollars ($892.94), and (c) the additional consulting services of Ten Thousand Six Hundred Fifty Three Dollars ($10,653)].

No charges shall be incurred by Contractor under this Amended Agreement nor shall any payments become due and payable to the Contractor until the services and related invoices for the Capital Improvement work has been performed and such invoices have been received by Inglewood from the Contractor and approved by Inglewood in accordance with this Amended Agreement. Inglewood’s approval of the monthly invoices submitted by the Contractor is demonstrated by written approved by
the City Manager and Executive Director, or their designee. Inglewood may withhold any payment to the Contractor in any instance in which Inglewood, its sole discretion, determines that Contractor has failed or refused to satisfy any material obligation under this Amended Agreement.

Contractor agrees that any work performed outside of the scope of this Amended Agreement without the prior written approval of Inglewood shall be deemed gratuitous on the part of the Contractor and Contractor shall neither be reimbursed nor have any recognizable claim for payment or reimbursement against Inglewood.

All invoices submitted by the Contractor to Inglewood shall include: (1) date of invoice; (2) sequential invoice number; (3) Inglewood Agreement number; (4) total Amended Agreement amount payable; (5) total invoice amount; (6) description of services provided and any reimbursable expenses; (7) Contractor’s employee(s) name providing service; (8) total billed Inglewood to date; (9) if applicable, the hourly rate of any of Contractor’s employees performing work under this Amended Agreement; (10) if applicable, the number of hours expressed in minimum increments of tenths of an hour of time expended by any of Contractor’s employees; (11) if applicable, the total billable by any of said Contractor’s employees expressed by multiplying the hourly rate by the tenths of an hour in time expended, and (12) total amount remaining on Amended Agreement. Payment on any invoice may be withheld for failure to abide by the foregoing invoice requirements. Payment may only be made to the Contractor after invoices are approved in writing by Inglewood’s City Manager and Executive Director or designee.

Contractor shall be responsible for the cost of supplying all documentation necessary to verify amounts invoiced and requested for payment to the satisfaction of Inglewood and shall certify on each invoice that it is entitled to the amount invoiced.

No compensation will be provided for any other task, service or expense not specifically authorized by this Amended Agreement without prior written approval of Inglewood.
Contractor shall not charge and Inglewood shall not pay any finance charges and/or late fees on any overdue invoices.

ARTICLE 5 – CONTRACT ADMINISTRATION

INGLEWOOD

Unless otherwise designated in writing, the City Manager of the City shall serve as Inglewood’s representative for the administration of this Amended Agreement.

CONTRACTOR

Unless otherwise designated in writing, GWYNNE PUGH shall serve as the Contractor’s project manager for this Amended Agreement.

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

ARTICLE 6 – INGLEWOOD’S RESERVATION OF RIGHTS

Inglewood reserves the right to do the following:

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

2. Modify, add, delete or restrict access to parking spaces in Parking Garage #2 during the performance of the Capital Improvements by Contractor.
ARTICLE 7 – NOTICE

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

SUCCESSOR AGENCY: CONTRACTOR:
One Manchester Boulevard 2800 Twenty Eight Street
Inglewood, CA 90301 Suite 171
ATTN: Executive Director Santa Monica, CA 90405
CITY: ATTN: Gwynne Pugh
One Manchester Boulevard
Inglewood, CA 90301
ATTN: City Manager

ARTICLE 8 – INSURANCE

Required Insurance Coverage

Contractor shall obtain and maintain at its expense, until completion of performance and acceptance by Inglewood, the following insurance issued by an insurance company currently authorized by the Insurance Commissioner to transact the business of insurance in the State of California and having a rating of or equivalent to A:VIII by A.M. Best Company:

a. Commercial General Liability

Commercial General Liability (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) forms CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One Million Five Hundred Thousand Dollars ($1,500,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate. Such insurance shall include products and completed operations liability, independent contractor’s liability, broad form contractual liability and cross liability protection.
The “City of Inglewood as Successor Agency of the Inglewood Redevelopment Agency, its board members, officials, officers, agents, contractors employees and volunteers” must be separately endorsed to the policy as additional insured’s on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

b. **Automobile Liability**

   Automobile liability (including any owned, non-owned, hired or rented and equivalent in coverage scope to ISO form CA 00 01 06 92) in an amount not less than One Million Five Hundred Thousand Dollars ($1,500,000) combined single limit per accident for bodily injury and personal property damage covering Auto Symbol 1 (Any Auto).

c. **Workers’ Compensation and Employer’s Liability**

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

d. **Commercial Crime Coverage**

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

e. **Professional Liability**

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

**Required Insurance Documentation**

a. **Certificate of Insurance**

   The Contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder must be the “City of Inglewood as Successor Agency of the former Inglewood Redevelopment Agency,” and the Certificate Holders address must be addressed to One Manchester Boulevard, Inglewood, CA 90301.
b. **Endorsements**

In addition to the Certificate of Insurance, the Contractor must provide the following endorsements:

1) Additional insured endorsements to the general liability and auto liability insurance policies. The “City of Inglewood as Successor Agency of the former Inglewood Redevelopment Agency, its board members, officials, officers, agents, contractors, employees and volunteers” must be separately endorsed to the Contractor’s commercial general liability policy and the auto liability policy as additional insured’s on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

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

3) Primary and noncontributory coverage endorsements. The commercial general liability and (if required) professional liability policies must be endorsed to provide that each policy shall on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to Inglewood, its board members, officials, officers, agents and employees.

**Deductibles and Self-insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by Inglewood. At Inglewood’s option, the insurer shall either reduce or eliminate such deductibles or self-insured retentions with respect to Inglewood, its board members, officials, officers, agents, contractors, employees, and volunteers or the insurer shall provide a financial guarantee satisfactory to Inglewood guaranteeing payment of losses and related investigations, claims, administration and defense expenses.

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Other Insurance Provisions

Contractor shall obtain and cause to remain in full force and effect for the term of this Amended Agreement and for six (6) months thereafter, all of the required insurance coverage in the minimum amounts specified above.

Verification of Coverage Prior to Commencement of Services

Contractor shall furnish Inglewood with original certificates and amendatory endorsements affecting coverage required by this Amended Agreement. The endorsements should be on forms provided by Inglewood or forms other than Inglewood’s forms, provided those endorsements or policies conform to Inglewood’s requirements. All certificates and endorsements are to be received and approved by Inglewood before any work commences under this Amended Agreement. The SUCCESSION AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

ARTICLE 9 – INDEPENDENT CONTRACTOR

Contractor enters into this Amended Agreement as an independent contractor and not as an employee of Inglewood. Contractor shall have no power or authority by this Amended Agreement to bind Inglewood in any respect. Nothing in this Amended Agreement shall be construed to be inconsistent with this independent contractor 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 Inglewood. Inglewood is not obligated in any way to pay any wage claims or other claims made against the Contractor by any such employee, agent, contractor or subcontractor, or by any other person resulting from the performance of any work with regard to the Capital Improvements pursuant to this Amended Agreement.
ARTICLE 10 – INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, protect and hold harmless Inglewood, and their respective board members, officials, officers, contractors, agents, employees and volunteers (collectively “Indemniteses”) from and against any loss, injury, damage, claim, lawsuit, expense, attorneys’ fees, or any other cost arising out of or in any way related to the performance of any services pursuant to this Amended Agreement, to the extent caused in whole or in part by the 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 sole negligence or willful misconduct of Inglewood.

If any action or proceeding is brought against the Indemniteses by reason of any of the matters against which Contractor has agreed to indemnify Indemniteses as provided above, Contractor, upon notice from Inglewood, shall defend the Indemniteses at Contractor’s sole expense by counsel acceptable to Inglewood. Such acceptance shall not be unreasonably withheld. Indemniteses need not have first paid for any of the matters to which Indemniteses are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Contractor under this Amended Agreement shall ensure Contractor’s obligations under this Article, 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 Amended Agreement.

ARTICLE 11 – CONTRACTOR NONASSIGNABILITY/INGLEWOOD ASSIGNABILITY

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

However, notwithstanding anything contained in this Amended Agreement to the contrary, Inglewood shall have the right to assign this Amended Agreement to the City alone upon written notice to Contractor. Upon receipt of such notice Contractor shall perform the Capital Improvements on the behalf of Inglewood and the City Manager shall be deemed Inglewood’s representative for purposes of administering this Amended Agreement.

ARTICLE 12 – RECORDS AND AUDIT

Contractor shall maintain copies of all data, information, documents, timesheets, invoices and other materials of work attributable to the performance of the Capital Improvements in connection with this Amended Agreement. Inglewood shall have access to and the right to examine, audit, copy or transcribe any pertinent document, transaction, activity, or record relating to this Amended Agreement. Contractor shall cooperate and comply with all requests of Inglewood’s auditors with regard to access and review of all records necessary to conduct audits in compliance with this Amended Agreement and any applicable requirements. Inglewood auditors shall be allowed to interview any employee of Contractor and its subcontractors throughout the term of this Amended Agreement and for a period of two (2) years after termination of this Agreement or any longer period if required by law.
All materials, including all pertinent financial records and proprietary data, shall be stored and maintained by Contractor at its main facility. Originals and/or copies of such documents or records shall be provided, at Contractor’s expense, directly to Inglewood.

Access to such documents and records shall be granted to Inglewood, as well as its successors-in-interest and designated representatives.

**ARTICLE 13 – OWNERSHIP OF DOCUMENTS**

Inglewood shall own all data, information, documents and other work product of the Contractor prepared, assembled or maintained in connection with this Amended Agreement. Inglewood shall have the sole right to use such materials within its discretion and without further compensation to the Contractor. The Contractor shall at its sole expense provide all such documents or work product to Inglewood upon written request.

Contractor shall assist Inglewood in timely responding to requests made under the California Public Records Act to inspect any of the above described items under Contractor’s possession or control. Inglewood shall make an independent determination as to the confidentiality of these documents to the extent permitted by law.

**ARTICLE 14 – NONDISCRIMINATION/LOCAL, STATE & FEDERAL LAWS**

California Labor Code section 1735 - Nondiscrimination

No discrimination shall be made in the employment of persons or any subcontractor of the Contractor working on behalf of or as an agent for Inglewood because of the race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status of any person, or any other cognizable group protected by law, except as provided in section 12940 of the Government Code. Every contractor for Inglewood violating Labor Code section 1735 is subject to all the penalties imposed for a violation of this law. All
contracts made relative to the Capital Improvements, or any part thereof, shall contain
or be subject to substantially the following nondiscrimination or nonsegregation
clauses: “There shall be no discrimination against or segregation of any person or group
of persons on account of sex, sexual orientation, marital status, race, color, creed,
religion, national origin or ancestry in the sale, lease, sublease, transfer, use,
occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person
claiming under or through it, establish or permit any such practice or practices of
discrimination or segregation with reference to the selection, location, number, use or
occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land.”

Local, State, and Federal Laws

The Contractor shall carry out the Capital Improvements and implement the
Amended Agreement, as it may be amended, in conformity with all applicable laws,
including all applicable federal and state labor standards. The Contractor shall carry out
development, construction (as defined by applicable law) and implementation of the
Amended Agreement, as it may be amended, including, without limitation, any and all
public works (as defined by applicable law), in conformity with all applicable local,
state and federal laws, including, without limitation, all applicable federal and state
labor laws (including, without limitation, the requirement to pay state prevailing wages
to the extent applicable). The Contractor hereby expressly acknowledges and agrees
that Inglewood has ever previously affirmatively represented to the Contractor or its
contractor(s) for the construction or Capital Improvement or implementation of the
Amended Agreement, as it may be amended, in writing or otherwise, in a call for bids
or otherwise, that the work to be covered by this Amended Agreement, as it may be
amended, is not a “public work,” as defined in Labor Code Section 1720. Contractor
hereby agrees that Contractor shall have the obligation to provide any and all
disclosures or identifications required by Labor Code Section 1781, as the same may be
enacted, adopted or amended from time to time, or any other similar law. The
Contractor shall indemnify, protect, defend and hold harmless Inglewood and their
respective officers, employees, contractors and agents, with counsel selected by
Inglewood, from and against any and all loss, liability, damage, claim, cost, expense
and/or “increased costs” (including reasonable attorneys’ fees, court and litigation
costs, and fees of expert witnesses) which, in connection with the Capital
Improvements, construction (as defined by applicable law) and/or implementation of
the Amended Agreement, as it may be amended, including, without limitation, any and
all public works (as defined by applicable law), results or arises in any way from any of
the following: (1) the noncompliance by the Contractor of any applicable local, state
and/or federal law, including, without limitation, any applicable federal and/or state
labor laws (including, without limitation, the requirement to pay state prevailing
wages); (2) the implementation of SB 966; (3) the implementation of Labor Code
Section 1781, as the same may be enacted, adopted or amended from time to time, or
any other similar law; and/or (4) failure by the Contractor to provide any required
disclosure or identification as required by Labor Code Section 1781, as the same may
be enacted, adopted or amended from time to time, or any other similar law. It is
mutually agreed by the parties that, in connection with the development, construction
(as defined by applicable law) and implementation of the Second Amended Agreement,
as it may be amended, including, without limitation, any and all public works (as
defined by applicable law), the Contractor shall bear all risks of payment and/or non-
payment of state prevailing wages and/or the implementation of SB 966 and/or Labor
Code Section 1781, as the same may be enacted, adopted or amended from time to
time, and/or any other similar law. “Increased costs” as used in this paragraph shall
have the meaning ascribed to it in Labor Code Section 1781, as the same may be
enacted, adopted or amended from time to time. The foregoing indemnity shall survive
termination of the Amended Agreement, as it may be amended.
ARTICLE 15 – AMENDMENTS, CHANGES OR MODIFICATIONS

No amendments, changes or modifications to this Amended Agreement shall be effective unless in writing and signed by authorized representatives of the Parties hereto.

ARTICLE 16 – CHOICE OF LAW AND VENUE

This Amended 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 17 – WAIVER OF BREACH OR DEFAULT

Waiver of a breach or default of any term, condition or covenant under this Amended Agreement shall not constitute a continuing waiver thereof, nor shall it constitute a waiver of any other term, condition or covenant. Acceptance by Inglewood of any work or services performed required to complete the Capital Improvements by the Contractor shall not constitute a waiver of Inglewood’s right to seek correction for any breach or default under this Amended Agreement.

ARTICLE 18 – SEVERABILITY

In the event that any term, 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 Amended Agreement and shall in no way affect any other term, condition or covenant contained herein so long as its severance does not render this Amended Agreement meaningless with regard to a material term, in which event the entire Amended Agreement shall be void. If such term, condition, covenant or other provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.
ARTICLE 19 – TITLES AND CAPTIONS

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 Amended Agreement or any provision hereof.

ARTICLE 20 – WAIVER OF PRINCIPLE OF CONTRA PROFERENTUM

The Parties waive any benefit from the principle of contra proferentum and interpreting ambiguities against the drafter. No party shall be deemed the drafter of this Amended Agreement, or of any particular provision, and no part of this Amended Agreement shall be construed against any party on the basis that the particular party is the drafter of this Amended Agreement.

ARTICLE 21 – COUNTERPARTS

This Amended 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 and effective as to all Parties hereto.

ARTICLE 22 – ENTIRE AGREEMENT

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

CITY:
City of Inglewood,
a municipal corporation

By: __________________________
James T. Butts, Jr.
Mayor

ATTEST:
By: __________________________
Yvonne Horton
City Clerk

CONTRACTOR:
Gwynne Pugh Urban Studio, Inc.,
a California corporation

By: __________________________
Gwynne Pugh
Principal and President

APPROVED AS TO FORM:

By: __________________________
Kenneth Campos
City Attorney

APPROVED:

By: __________________________
Royce K. Jones
KANE BALLMER & BERKMAN
Special Counsel for the City

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

By: __________________________
James T. Butts, Jr.
CHAIRPERSON

ATTEST:
By: __________________________
Yvonne Horton
AGENCY SECRETARY

APPROVED AS TO FORM:

By: __________________________
Kenneth Campos
GENERAL COUNSEL FOR
SUCCESSOR AGENCY
APPROVED:

By: ______________________
Royce K. Jones
KANE BALLMER & BERKMAN
SPECIAL COUNSEL FOR
SUCCESSOR AGENCY
ATTACHMENT “A”

SCOPE OF WORK

This Scope of Work is affixed to the Amended and Restated Agreement ("Amended Agreement") among the City of Inglewood, a municipal corporation ("City"), and the City of Inglewood as Successor Agency of the former Inglewood Redevelopment Agency, a public entity created under Part 1.85 of Assembly Bill No. 26 (1st Ex. Sess.) as set forth in California Health & Safety Code sections 34170 through 34191 ("Successor Agency"), on the one hand (collectively referred to herein as "Inglewood"), and GWYNNE PUGH URBAN STUDIO, INC., a California corporation ("Contractor") concerning architectural, design, and consulting mechanical engineering services for the Capital Improvements for Parking Garage #2 which is owned and operated by Inglewood. Contractor is to provide aforesaid services for the drafting of plan for the server/electrical room, mechanical engineering for ventilation, along with a new parking plan to include electrical vehicle parking, as well as a bicycle area, along with construction management over the new server/electrical room. Contractor’s services are required to meet certain Federal, State, and local building and safety requirements, including those of the City. Any capitalized terms not defined herein shall have the meanings ascribed in the Amended Agreement.

In furtherance of the Amended Agreement, Contractor specifically agrees to provide architectural, design, and consulting mechanical engineering services for the Capital Improvements, including, but not limited to, completion of plans and specifications to meet all of Federal, State, and local requirements, and:

A. Specific Terms related to initial scope of services of $13,800 with $2,070 contingency from the Original Agreement

1. The Successor Agency budgeted an additional five (5) hours of principal architect/engineer time in the amount of One Thousand Two Hundred Dollars ($1,200) above the Contractor’s estimate of Twelve Thousand Six Hundred Dollars ($12,600) to
assure Contractor and the Building Department for the City of Inglewood may fully negotiate the work product to be delivered by the Contractor for the project. A fifteen percent (15%) contingency in the amount Two Thousand Seventy Dollars ($2,070) was added above the Thirteen Thousand Eight Hundred Dollar ($13,800) budget. The Contractor, as part of Contractor's scope of services and within aforesaid budget and contingency in the prior sentence, shall pay Two Thousand Six Hundred Dollars ($2,600) within the services Contractor performs for the Successor Agency for the work product of consulting mechanical engineer E2Di, Inc., a California corporation, for the following limited consulting mechanical engineering work: (a) providing drawings and specifications that are "bid ready"; drawings to be done in AutoCAD; (b) design to be based upon complete architectural drawings (floor plans, roof plans, reflected ceiling plans, building sections) provided by Contractor to E2Di, Inc.; (c) design HVAC for electrical transformer room; (d) design HVAC for elevator machine rooms; (e) review of submittals and requests for information in connection therewith; (f) attendance at necessary team meetings to accomplish aforesaid mechanical engineering work product; and (g) conducting necessary site visits through project completion. This Scope of Services anticipates and contemplates at least two drawings to be issued by Contractor, as well as E2Di, Inc., in addition to plan check drawings/revisions for review and correction by the City, a separate public entity from the Successor Agency. In addition, this Scope of Services includes as many site visits by the Contractor as well as E2Di, Inc., to conform the project is completed in conformance with the terms agreed upon between the Successor Agency and Contractor.

B. Project and Description from Original Agreement

1. Parking layout and striping plans, electrical room and location and content of directional signage for an existing five-level parking garage, Parking Garage #2.
C. Basic Services included as part of Original Agreement

1. Dimensional plans for parking layout, design and construction documents for electrical room with as many site visits required during construction administration and signage program with consulting mechanical engineer E2Di, Inc. Engineering for block wall is included.

2. Contractor shall coordinate this project with the consulting mechanical engineer E2Di, Inc. selected by the Contractor.

3. Contractor, as well as E2Di, Inc., which is under contractual control by Contractor shall satisfy any and all requirements and specifications of for the project, as and when required by the City or Successor Agency, and said specifications will be provided on the plans and drawings submitted and approved for aforesaid project.

4. At no extra charge to Inglewood, Contractor shall conduct and coordinate at least three meetings with the Successor Agency staff to assure proper implementation of the project as set out in this Amended Agreement.

5. Contractor, as well as E2Di, Inc., shall prepare and submit any and all architectural and mechanical engineering plans to Inglewood for inclusion to the construction set that meet Building and Safety's plan check requirements for the City. Contractor, as well as E2Di, Inc. shall also complete any required plan check corrections.

6. Contractor is to verify the scope of services for architectural and consulting mechanical engineering herein, including, but not limited to the plans for the new server/electrical room, shall not interfere with any of the other Capital Improvement work completed to Parking Garage #2 by third parties and, if requested by Inglewood staff, shall coordinate any work to assure there is no interruption to the Capital Improvement work of third parties.
D. Construction Administration from Original Agreement

1. Contractor, as well as E2Di, Inc., shall review any and all submittals and responses to any requests for changes from third parties providing services for the Capital Improvements.

2. Contractor, as part of the scope of services, have three meetings with the Successor Agency staff and should said staff desire Contractor to attend and participate in any construction coordination meetings, CONTRACTOR shall do so at no extra charge to Inglewood; such meetings and field inspections or visits above three visits are not authorized.

3. Contractor, independent of the meetings in the prior paragraph, shall conduct a site visit to Parking Garage #2 prior to Certificate of Occupancy to conduct an observation of the completion of the new server/electrical room, parking striping, and HVAC ventilation work and provide findings to the Successor Agency in writing as directed by Successor Agency staff.

4. Contractor shall advance and pay for all plan check and permit costs, if they are not advanced by others.

5. In the event E2Di, Inc. fails to perform any portion or all the consulting engineering under the contractual relationship between Contractor and E2Di, Inc., Contractor shall be solely responsible, at Contractor's sole cost and expense, to secure a replacement consulting mechanical engineer to complete the E2Di, Inc. consulting mechanical engineering work contemplated hereinabove.

E. Specific Terms related specifically to additional services compensation of $17,080 with $2,652 contingency from the first amendment to the Original Agreement

1. Coordinate camera, panic button, audio, and ticket machine elements into the Parking Garage #2 design for a total of One Thousand Nine Hundred Twenty Dollars ($1,920);
2. Include bicycle enclosure details into the Parking Garage #2 design for a total of Two Hundred Forty Dollars ($240);

3. Include revised elevator requirements into the Parking Garage #2 design for a total of Three Hundred Sixty Dollars ($360);

4. Coordination with other consultants participating in the Capital Improvements for a total of Six Hundred Dollars ($600);

5. Construction administration for up to four (4) hours per week for twelve (12) weeks for a total of Five Thousand Seven Hundred Sixty Dollars ($5,760);

6. Selection of exterior color for use with painting IDs for a total of Two Thousand Two Hundred Dollars ($2,200); and

7. Performance of extra plan check for a total of Six Thousand Dollars ($6,000).

F. Specific Terms related to the increase of $10,653 above the for this Amended Agreement

1. The Amended Agreement increases the Maximum Contract Amount as set out in the Compensation set out in the Amended Agreement for consulting services for (a) unexpected graffiti abatement, (b) related security upgrades in connection with the graffiti abatement, (c) painting contractor work required by the Contractor’s plan, and (d) completion of all internal signage design for Parking Garage #2. Said increase is also to allow for and include therein any unexpected overage from any of the prior scope of service items above for sections A through E. For instance, Contractor was asked to make modifications required by Inglewood plan check relating to the aforesaid services in Scope of Services section F as well as sections A through E relating to supporting consulting, management, and coordination for the work set out in this Scope of Services.
G. General Terms

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

2. At no additional expense to Inglewood, Contractor agrees to dispose of all waste generated in connection with this Amended Agreement according to the terms of all permits and applicable local, State, and Federal laws.

3. Inglewood has provided a contingency into the Amended Agreement and does not agree to incur any additional costs above the Compensation amount set out in Attachment “B”. Inglewood reserves the right to expend any unused portion of the Compensation set out in Attachment “B” on any cost related to the Contractor’s proposal and the scope of work herein. Notwithstanding the foregoing, should there be unrelated work not contemplated by or included in the Contractor’s proposal, such additional work is not approved unless there is an amendment to the Amended Agreement approved in writing by Inglewood.
ATTACHMENT “B”

COMPENSATION

CONTRACT AMOUNT:

- $13,800.00 Agreement No. 17-464 dated June 27, 2017
- $17,080.00 First Amendment to Agreement No. 17-464 dated September 19, 2017
- $4,632.00 Contingency Amount Approved as a Contingency Draw
- $10,653.00 Increased Amount under Amended Agreement
- $46,165.00 (Maximum Contract Amount)

PAID:

The Successor Agency has paid Twenty Nine Thousand Nine Hundred Eighty Six and 19/100 Dollars ($29,986.19) prior to the Effective Date of the Amended Agreement.

MAXIMUM CONTRACT AMOUNT LESS PAYMENT BY SUCCESSOR AGENCY:

|$46,165.00| Maximum Contract Amount|
|($29,986.19)| Less Payments Received by Contractor prior to Effective Date of Amended Agreement pursuant to Original Agreement|

|$16,178.81| Balance Owing on Amended Agreement payable upon written approval of Contractor’s monthly, or as may be otherwise regularly submitted, invoices by the City Manager and Successor Agency’s Executive Director or their designee without any retention as these are professional services|