RESOLUTION NO. 15-OB-10

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER INGLEWOOD REDEVELOPMENT AGENCY APPROVING (1) THE AGREEMENTS TO IMPLEMENT PUBLIC SAFETY CAPITAL IMPROVEMENTS TO PARKING STRUCTURE NO. 2 LOCATED AT 115 NORTH LOCUST STREET, AND (2) THE EXPENDITURE OF BOND FUNDS FOR THE PUBLIC SAFETY CAPITAL IMPROVEMENT PLAN IN AN AMOUNT NOT TO EXCEED ONE MILLION SIXTY NINE THOUSAND SIX HUNDRED SEVENTY THREE AND 85/100 DOLLARS ($1,069,673.85) TO FUND THE PRIVATE CONTRACTS AND PAY CERTAIN CITY STAFF COSTS TO IMPLEMENT AFORESAID PUBLIC SAFETY CAPITAL IMPROVEMENTS TO PARKING STRUCTURE NO. 2 FROM BOND PROCEEDS ISSUED PRIOR TO DECEMBER 31, 2010 UNDER HEALTH & SAFETY CODE SECTION 34191.4(c)(1) FUNDED FROM ACCOUNT CODE 190.030.3020.44830

WHEREAS, Assembly Bill x1 26 ("AB 26") and AB x 27 ("AB 27") were passed by the State Legislature on June 15, 2011, and signed by the Governor on June 28, 2011, and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, subject to all reservations herein stated, the Inglewood Redevelopment Agency was dissolved as February 1, 2012, such that the Inglewood Redevelopment Agency is
now deemed to be the former redevelopment agency under Health and Safety Code section 34173(a); and

WHEREAS, Health and Safety Code section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

WHEREAS, on January 10, 2012, by Resolution H12-01/12-02, the City Council of the City of Inglewood, subject to all reservation stated in the subject Resolution, declared the City of Inglewood, as Successor Agency to the former Inglewood Redevelopment Agency (sometimes referred to herein as the “Successor Agency”);

WHEREAS, the California Supreme Court in California Redevelopment Association v. Matosantos, Case No. S194861 upheld the constitutionality of AB 26 and found AB 27 to be unconstitutional;

WHEREAS, AB 26 requires that there shall be an oversight board (“Oversight Board) established for each of the former California redevelopment agency's successor agencies to supervise the activities of the Successor Agency and the wind down of the dissolved Redevelopment Agency’s affairs pursuant to AB 26; and

WHEREAS, upon satisfaction of the conditions in AB 26, specifically, Health & Safety Code section 34179.7, the Successor Agency received its finding of completion on December 29, 2014; and

WHEREAS, in furtherance of Health & Safety Code section 34191.4(c)(1), the bond proceeds derived from the former Inglewood Redevelopment Agency bonds issued before December 31, 2010 shall be used by the Successor Agency for the purposes for which the bonds were sold; the Successor Agency desires to expend
available proceeds from these bonds to implement the Public Safety Capital
Improvements to Parking Structure No. 2 located at 115 North Locust Street; and

**WHEREAS**, to implement the Public Safety Capital Improvements to Parking
Structure No. 2, the following contractors submitted agreements for consideration
which are summarized below and included in the staff report:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Work</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Machineous Consultants</td>
<td>Public Safety Improvements securing</td>
<td>$350,443.40</td>
</tr>
<tr>
<td></td>
<td>openings of the building</td>
<td></td>
</tr>
<tr>
<td>Santa Monica Electric</td>
<td>Upgrade lighting and install electrical</td>
<td>$151,149.20</td>
</tr>
<tr>
<td>Company</td>
<td>components</td>
<td></td>
</tr>
<tr>
<td>J&amp;S Systems</td>
<td>Install Video Cameras, Panic Buttons, and</td>
<td>$232,472.79</td>
</tr>
<tr>
<td></td>
<td>other Public Safety Improvements</td>
<td></td>
</tr>
<tr>
<td>Fujitec America, Inc.</td>
<td>Reconstruct two elevators</td>
<td>$193,479.00</td>
</tr>
<tr>
<td>Pacific Parking Systems, Inc.</td>
<td>Install Ticket Machines</td>
<td>$39,939.36</td>
</tr>
</tbody>
</table>

**WHEREAS**, the five private contracts include contingency amounts allowing for
discretionary increases to account for price fluctuations and the overall budget of One
Million Sixty Nine Thousand Six Hundred Seventy Three and 85/100 Dollars ($1,069,673.85) funds all five private contracts along with City staff to implement the Public Safety Capital Improvement Plan for Parking Structure No. 2; and

WHEREAS, pursuant to Health & Safety Code section 34191.4(c)(1), the Successor Agency desires to expend certain available bond proceeds to implement the Public Safety Capital Improvements to Parking Structure No. 2 located at 115 North Locust Street in an amount of One Million Sixty Nine Thousand Six Hundred Seventy Three and 85/100 Dollars ($1,069,673.85) comprised of One Million Three Thousand One Hundred Twenty Three and 85/100 Dollars ($1,003,123.85) in bond proceeds and Sixty Six Thousand Five Hundred Fifty Dollars ($66,550) in parking revenues from account code 190.030.3020.44830.

NOW, THEREFORE, the Oversight Board Successor Agency to the Inglewood Redevelopment Agency does hereby resolve as follows:

Section 1. The Recitals set forth above are true and correct and are incorporated into the Resolution by this reference.

Section 2. The Oversight Board approves (a) the Public Safety Capital Improvement Plan for Parking Structure No. 2 located at 115 North Locust Street, and (b) the agreements to implement the Public Safety Capital Improvements to Parking Structure No. 2, and (c) the expenditure of up to One Million Sixty Nine Thousand Six Hundred Seventy Three and 85/100 Dollars ($1,069,673.85) from account code 190.030.3020.44830 and directs the authorized signatory of the Successor Agency to negotiate, finalize, and submit the contracts, or such acceptable form thereof, when and as appropriate.
Section 3. The Oversight Board directs staff to submit copies of this Resolution and its attachments to the State Department of Finance and the Controller's office for review and approval.

Section 4. The Oversight Board Secretary shall certify as to the adoption of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

Section 6. The Secretary of the Oversight Board shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the Oversight Board to the Successor Agency of the former Inglewood Redevelopment Agency, at a regularly scheduled public meeting held this 22 day of SEPTEMBER, 2015.

James F. Butts, Chairman
City of Inglewood
Former Redevelopment Agency
Oversight Board

ATTEST:

Olga J. Castañeda
County of Los Angeles, Board of Supervisors
Acting as Secretary to the City of Inglewood
Former Redevelopment Agency Oversight Board
SUCCESSOR AGENCY OF THE
FORMER INGLEWOOD REDEVELOPMENT AGENCY

AGREEMENT NO. 15–____

THIS AGREEMENT is made and entered into this ______ day of
______________, 2015 (the “Effective Date”), by and between 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”), and FUJITEC AMERICA, INC., a Delaware corporation, with its
principal place of business located at 19840 Hamilton Avenue, Torrance, CA 90502
(“CONTRACTOR”).

RECITALS

WHEREAS, the SUCCESSOR AGENCY is the fee owner of two (2) public
parking garages located within the City of Inglewood and specifically identified as: (1)
Civic Center Plaza, One W. 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 is 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 SUCCSEESOR AGENCY to the CITY OF
INGLEWOOD pursuant to a DOF-approved Long Range Property Management Plan
officially providing for fee conveyance and transfer of the Parking Garages;

WHEREAS, the SUCCESSOR AGENCY has 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 elevator equipment upgrades
(the “Capital Improvements”), all as more specifically identified and provided in the
“Scope of Services” attached to this Agreement as Attachment “A” which is fully incorporated herein by this reference;

WHEREAS, the CONTRACTOR has submitted a response to the SUCCESSOR AGENCY’S request to perform the Capital Improvements and desires to perform such Capital Improvements in accordance with the terms and conditions of this AGREEMENT;

WHEREAS, the CONTRACTOR holds itself out as being capable and competent to perform the Capital Improvements requested by the SUCCESSOR AGENCY; 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 AGREEMENT, and its decision to execute this AGREEMENT is based on such independent investigation and research,

NOW THEREFORE, the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY in accordance with the terms and conditions of this AGREEMENT. In the event of any conflict, the following order of precedence shall govern: (1) this AGREEMENT (including Attachment “A”); and (2) 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 of Inglewood (“CITY”) and SUCCESSOR AGENCY to perform the Capital Improvements
contemplated in and required by this AGREEMENT. The CONTRACTOR shall notify
the SUCCESSOR AGENCY 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 the SUCCESSOR
AGENCY, be treated as a material breach of this AGREEMENT authorizing
termination of this Agreement by the SUCCESSOR AGENCY.

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 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 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
AGREEMENT. CONTRACTOR is liable for any penalty imposed for a violation
thereof.

It is mutually agreed by the Parties that the SUCCESSOR AGENCY is relying
upon the professional skill of CONTRACTOR and CONTRACTOR shall perform the
Capital Improvements as well as all other services required by this AGREEMENT to
the highest and best professional standards. Acceptance of CONTRACTOR’S work by
SUCCESSOR AGENCY 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. There shall be at least one CONTRACTOR supervisor onsite at Parking Garage #2 during the days and hours of performance of the Capital Improvements. The SUCCESSOR AGENCY 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 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.

The SUCCESSOR AGENCY reserves the right to require the CONTRACTOR to replace any employee performing the Capital Improvements under this AGREEMENT for any or no reason. Any replacement employee is subject to the SUCCESSOR AGENCY’S written approval prior to performing any services under this 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 AGREEMENT. All expenditures made by CONTRACTOR outside of the COMPENSATION payable to CONTRACTOR pursuant to the terms of this AGREEMENT, shall require prior written approval from the SUCCESSOR AGENCY and all such expenditures made without such approval shall be at the sole cost of the CONTRACTOR for which the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY’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 – SUCCESSOR AGENCY’S RESPONSIBILITIES

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

Termination. The SUCCESSOR AGENCY may terminate this 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 the SUCCESSOR AGENCY is prevented from proceeding with this AGREEMENT by law, or by official action of a public authority having jurisdiction over the PARKING GARAGES. The SUCCESSOR AGENCY 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 AGREEMENT, unless otherwise directed to continue by
the SUCCESSOR AGENCY, and shall submit its final invoice to the SUCCESSOR
AGENCY 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 ONE HUNDRED NINETY-THREE
THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS ($193,479) (the
“COMPENSATION”) which also includes a ten percent (10%) contingency of
Seventeen Thousand Five Hundred Eighty-Nine Dollars ($17,589), all as set forth in
Attachment “B” which is fully incorporated by reference into this Agreement.

No charges shall be incurred by CONTRACTOR under this 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 the SUCCESSOR AGENCY from the CONTRACTOR
and approved by the SUCCESSOR AGENCY in accordance with this AGREEMENT.
SUCCESSOR AGENCY may withhold any payment to the CONTRACTOR in any
instance in which the SUCCESSOR AGENCY, in its sole discretion, determines that
CONTRACTOR has failed or refused to satisfy any material obligation under this
AGREEMENT.

CONTRACTOR agrees that any work performed outside of the scope of this
AGREEMENT without the prior written approval of the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY.

All invoices submitted by the CONTRACTOR shall include: (1) date of invoice;
(2) sequential invoice number; (3) SUCCESSOR AGENCY Agreement number; (4)
total 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 SUCCESSOR AGENCY to date; and (9) total amount remaining on AGREEMENT.

CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify amounts invoiced and requested for payment to the satisfaction of the SUCCESSOR AGENCY 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 AGREEMENT without prior written approval of the SUCCESSOR AGENCY.

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

ARTICLE 5 – CONTRACT ADMINISTRATION

SUCCESSOR AGENCY

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

CONTRACTOR

Unless otherwise designated in writing, LEO MARTINEZ shall serve as the CONTRACTOR’S project manager for this 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 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 – SUCCESSOR AGENCY’S RESERVATION OF RIGHTS

The SUCCESSOR AGENCY reserves the right to do the following:
1. Enter into agreements with third parties for use and the performance of 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 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:**

**One Manchester Boulevard**

**Inglewood, CA 90301**

**ATTN: Executive Director**

**CONTRACTOR:**

**19840 Hamilton Ave.**

**Torrance, CA 90502**

**ATTN: Leo Martinez**

**ARTICLE 8 – INSURANCE**

**Required Insurance Coverage**

CONTRACTOR shall obtain and maintain at its expense, until completion of performance and acceptance by the SUCCESSOR AGENCY, 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) in an
amount not less than One Million Dollars ($1,000,000) 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 the
SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY, 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 the SUCCESSOR AGENCY. At the SUCCESSOR AGENCY’S option, the insurer shall either reduce or eliminate such deductibles or self-insured retentions with respect to the SUCCESSOR AGENCY, its board members, officials, officers, agents, contractors, employees, and volunteers or the insurer shall provide a financial guarantee.
satisfactory to the SUCCESSOR AGENCY guaranteeing payment of losses and related
investigations, claims, administration and defense expenses.

Other Insurance Provisions

CONTRACTOR shall obtain and cause to remain in full force and effect for the
term of this 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 the SUCCESSOR AGENCY with original
certificates and amendatory endorsements affecting coverage required by this
AGREEMENT. The endorsements should be on forms provided by the SUCCESSOR
AGENCY or forms other than the SUCCESSOR AGENCY’S forms, provided those
endorsements or policies conform to the SUCCESSOR AGENCY’S requirements. All
certificates and endorsements are to be received and approved by the SUCCESSOR
AGENCY before any work commences under this AGREEMENT. The SUCCESSOR
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 AGREEMENT as an independent contractor
and not as an employee of the SUCCESSOR AGENCY. CONTRACTOR shall have
no power or authority by this AGREEMENT to bind the SUCCESSOR AGENCY in
any respect. Nothing in this 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 the SUCCESSOR
AGENCY. The SUCCESSOR AGENCY 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 AGREEMENT.

ARTICLE 10 – INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend,
protect and hold harmless the SUCCESSOR AGENCY, CITY and their respective
board members, officials, officers, contractors, agents, employees and volunteers
(collectively “Indemnities”) 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 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 the SUCCESSOR AGENCY.

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

ARTICLE 11 – CONTRACTOR NONASSIGNABILITY/SUCCESSOR
AGENCY ASSIGNABILITY

The expertise and experience of the CONTRACTOR are material considerations
of this AGREEMENT. The SUCCESSOR AGENCY has an interest in the
qualifications and capabilities of the CONTRACTOR which is required to 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
SUCCESSOR AGENCY. Any unauthorized assignment shall be ineffective, null and
void, and shall constitute a material breach of this AGREEMENT entitling the
SUCCESSOR AGENCY to any and all remedies at law or 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 SUCCESSOR AGENCY.

However, notwithstanding anything contained in this AGREEMENT to the
contrary, SUCCESSOR AGENCY shall have the right to assign this AGREEMENT to
the CITY upon written notice to CONTRACTOR. Upon receipt of such notice
CONTRACTOR shall perform the Capital Improvements on the behalf of the CITY
and the City Manager shall be deemed the CITY’S representative for purposes of
administering this 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 AGREEMENT. The SUCCESSOR
AGENCY shall have access to and the right to examine, audit, copy or transcribe any
pertinent document, transaction, activity, or record relating to this AGREEMENT.
CONTRACTOR shall cooperate and comply with all requests of SUCCESSOR
AGENCY’S auditors with regard to access and review of all records necessary to
conduct audits in compliance with this AGREEMENT and any applicable requirements.
SUCCESSOR AGENCY auditors shall be allowed to interview any employee of
CONTRACTOR and its subcontractors throughout the term of this 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 the SUCCESSOR AGENCY.

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

**ARTICLE 13 – OWNERSHIP OF DOCUMENTS**

The SUCCESSOR AGENCY shall own all data, information, documents and other work product of the CONTRACTOR prepared, assembled or maintained in connection with this AGREEMENT. The SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY upon written request.

CONTRACTOR shall assist the SUCCESSOR AGENCY 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. The SUCCESSOR AGENCY shall make an independent determination as to the confidentiality of these documents to the extent permitted by law.

**ARTICLE 14 – NONDISCRIMINATION**

California Labor Code section 1735

No discrimination shall be made in the employment of persons working on behalf of or as an agent for the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY violating Labor Code section 1735 is subject to all the penalties imposed for a violation of this law.

**ARTICLE 15 – AMENDMENTS, CHANGES OR MODIFICATIONS**

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

**ARTICLE 16 – CHOICE OF LAW AND 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 17 – WAIVER OF BREACH OR DEFAULT**

Waiver of a breach or default of any term, condition or covenant under this AGREEMENT shall not constitute a continuing waiver thereof, nor shall it constitute a waiver of any other term, condition or covenant. Acceptance by the SUCCESSOR AGENCY of any work or services performed required to complete the Capital Improvements by the CONTRACTOR shall not constitute a waiver of the SUCCESSOR AGENCY’S right to seek correction for any breach or default under this 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 AGREEMENT and shall in no way affect any other term, condition or covenant contained herein so long as its severance does not render this AGREEMENT meaningless with regard to a material term, in which event the entire 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 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
AGREEMENT, or of any particular provision, and no part of this AGREEMENT shall
be construed against any party on the basis that the particular party is the drafter of this
AGREEMENT.

**ARTICLE 21 – COUNTERPARTS**

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 and effective as to all Parties hereto.

**ARTICLE 22 – ENTIRE AGREEMENT**

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

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

By: ____________________
James T. Butts, Jr.
CHAIRPERSON

CONTRACTOR:
Fujitec America, Inc.

By: ____________________
Name: Leo Martinez
Title:

ATTEST:

By: ____________________
Yvonne Horton
AGENCY SECRETARY

APPROVED AS TO FORM:

By: ____________________
Kenneth Campos
GENERAL COUNSEL FOR SUCCESSOR AGENCY

APPROVED:

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

SCOPE OF WORK

This Scope of Work is affixed to the AGREEMENT between the SUCCESSOR AGENCY and FUJITEC AMERICA, INC. (“CONTRACTOR”) concerning modernization of elevator equipment at Parking Garage #2 which is owned and operated by the SUCCESSOR AGENCY. Any capitalized terms not defined herein shall have the meanings ascribed in the AGREEMENT.

In furtherance of the AGREEMENT, CONTRACTOR specifically agrees to

(1) Controller

Remove existing elevator controllers and install new non-proprietary microprocessor controllers to (a) current code compliance, 2004 or newer with (b) a new motor starter; (c) new machine room; (d) hoistway and cab wiring including all applicable conduit, duct and fittings; (e) new landing system; (f) new pit switch; and (g) emergency battery lowering feature;

(2) Pump and Tank Unit

Replace existing worn power units with new submersible pump assemblies; included with the new unit will be a 3-phase motor, reservoir tank, muffler, over speed valve, displacement pump, jack head packing, new oil and any required piping, fittings or supports. This upgrade will provide smoother starts, stops and precise leveling at all landings.

(3) Car Guides

The existing guides will be retained and refurbished to a like new condition to provide an overall smoother ride quality.

(4) Door Equipment

Remove existing door operating equipment and replace with a new GAL door operating package to include (a) a new GAL MOVFR closed loop door operator; (b) new car door hangers, tracks, rollers, gate switch and clutch assembly; (c) hoistway door hangers,
tracks, rollers, closers and interlocks; (d) all new hall and car door gibbs and fire tabs as
required; and (e) a new car apron to meet all applicable and current code requirements.

(5) Car Operating Station
Replace existing car operating station system with a new applied car push button panel
mounted per current ADA height and guidelines including (a) a stainless steel #4 satin
finish panel; (b) current California Code compliant push buttons with LED
illumination; (c) adjacent Braille tags with white on black coloring; (d) all required fire
service features with Fire Service instructions; (e) current ADA compliant push-to-talk
speakerphone with intercom grille for two-way communication; (f) certificate holder;
(g) emergency light unit; and (h) digital car position indicator.

(6) Hall Push Button Stations
Replace existing hall push button stations with new hall push button plates and stations
mounted per current ADA height and guidelines, including: (a) stainless steel #4 satin
finish plates at all floors; (b) California Code compliant push buttons with LED
illumination to match the car push buttons; (c) keyed lockout switch in hall push button
station; and (d) the push button plate at the designated “fire floor” shall include the Fire
Service key switch stating “in case of fire…” verbiage will be included either on the
push station or on a separate plate

(7) Car / Hall Lanterns
Replace existing car and hall lanterns with new fixtures to meet all current ADA
requirements. This fixture will announce the next direction of travel of the elevator.

(8) Car Top Inspection Station
Install new current code compliant car top inspection station and emergency exit
switch.

(9) Door Protection Device
Replace existing door protection equipment with new Adams Gatekeeper full length
infrared detector unit; this gatekeeper device is to have infrared detector beams to
monitor the door opening and any obstruction will cause the doors to retract to the open
position; this is accomplished without having to physically touch the doors.
(10) Tactile Hoistway Braille Tags
Install new adhesive backed Braille tags in each hall door entrance, two (2) per
opening; the Braille plates to be used are four inch by four inch with two inch high
raised characters and Braille symbols. Finish shall be white on black background.
(11) Inspections and Permits
Obtain all applicable and necessary elevator permits and pay all applicable and
necessary inspection fees at no additional cost to the SUCCESSOR AGENCY as these
fees are included as part of the COMPENSATION section Attachment “B”.
The terms of this Scope of Work shall supersede the CONTRACTOR’s
proposal, unless otherwise referenced herein.
A. General Terms
   1. CONTRACTOR agrees to cooperate with SUCCESSOR AGENCY and
      CITY staff, along with any and all other contractors performing work and/or operating
      on or about Parking Garage #2.
   2. At no additional expense to the SUCCESSOR AGENCY,
      CONTRACTOR agrees to dispose of all waste generated in connection with this
      AGREEMENT according to the terms of all permits and applicable local, State, and
      Federal laws.
   3. SUCCESSOR AGENCY does not agree to incur any additional costs
      other than those set out in herein and for which payment is set out in the Compensation
      section of the AGREEMENT and Attachment “B” to the AGREEMENT.
B. Elevator Modernization
   1. The PARTIES agree the AGREEMENT is to perform those Capital
      Improvements to Parking Garage #2 to allow the SUCCESSOR AGENCY and CITY to
      protect the health and safety of the public.
2. Specifically, the AGREEMENT is to provide a fully automated and operational state-of-the-art elevator system in Parking Garage #2 and replace the existing dated elevator system.

3. At the conclusion of the AGREEMENT, delivery of the final product by the CONTRACTOR to the SUCCESSOR AGENCY as contemplated herein, and at no additional cost other than what is set forth in Attachment “B” to the AGREEMENT, the SUCCESSOR AGENCY expects two (2) elevators to be fully operational and ready to use by the public.

-0-
ATTACHMENT “B”

COMPENSATION

CONTRACT AMOUNT:
(1) $175,890.00
(2) $17,589.00 (10.0% Contingency)
(3) $193,479.00 (Total Contract, includes 10.0% Contingency)

PAYMENT TERMS:
(1) $35,178 down payment upon approval of AGREEMENT by PARTIES
(2) Monthly Invoice Payments.
(3) 05% Successor Agency retention to be paid 30 days after acceptance of Capital Improvements by Successor Agency
SUCCESSOR AGENCY OF THE
FORMER INGLEWOOD REDEVELOPMENT AGENCY

AGREEMENT NO. 15-____

THIS AGREEMENT is made and entered into this ______ day of
______________, 2015 (the “Effective Date”), by and between 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”), and J&S SYSTEMS, INC., a California corporation, with an address at
care of Mr. Steve Munoz, Chief Executive Officer, 12270 Martinique Street,
Victorville, CA 92392, its principal place of business located at 26141 Manzanita
Street, Murrieta, CA 92563, and registered agent for service of process Ms. Suzanne
Castino, 27710 Jefferson Avenue, Suite 201, Temecula, CA 92590
(“CONTRACTOR”).

RECITALS

WHEREAS, the SUCCESSOR AGENCY is the fee owner of two (2) public
parking garages located within the City of Inglewood and specifically identified as: (1)
Civic Center Plaza, One W. 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 is 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 OF INGLEWOOD,
or otherwise, pursuant to a DOF-approved Long Range Property Management Plan
officially providing for fee conveyance and transfer of the Parking Garages;

WHEREAS, the SUCCESSOR AGENCY has 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 to this
Agreement as Attachment “A” which is fully incorporated herein by this reference;

WHEREAS, the CONTRACTOR has submitted a response to the
SUCCESSOR AGENCY’S request to perform the Capital Improvements and desires to
perform the Capital Improvements in accordance with the terms and conditions of this
AGREEMENT;

WHEREAS, the CONTRACTOR holds itself out as being capable and
competent to perform the Capital Improvements requested by the SUCCESSOR
AGENCY; 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 AGREEMENT, and its decision to execute
this AGREEMENT is based on such independent investigation and research,

NOW THEREFORE, the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY in
accordance with the terms and conditions of this AGREEMENT. In the event of any
conflict, the following order of precedence shall govern: (1) this AGREEMENT
(including Attachment “A”); and (2) 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 of Inglewood ("CITY") and SUCCESSOR AGENCY to perform the Capital Improvements contemplated in and required by this AGREEMENT. The CONTRACTOR shall notify the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY, be treated as a material breach of this AGREEMENT authorizing termination of this Agreement by the SUCCESSOR AGENCY.

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 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 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 AGREEMENT. CONTRACTOR is liable for any penalty imposed for a violation thereof.

It is mutually agreed by the Parties that the SUCCESSOR AGENCY is relying upon the professional skill of CONTRACTOR and CONTRACTOR shall perform the Capital Improvements as well as all other services required by this AGREEMENT to the highest and best professional standards. Acceptance of CONTRACTOR’S work by SUCCESSOR AGENCY 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. There shall be at least one CONTRACTOR supervisor onsite at Parking Garage #2 during the days and hours of performance of the Capital Improvements. The SUCCESSOR AGENCY 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 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.

The SUCCESSOR AGENCY reserves the right to require the CONTRACTOR to replace any employee performing the Capital Improvements under this AGREEMENT for any or no reason. Any replacement employee is subject to the SUCCESSOR AGENCY’S written approval prior to performing any services under this 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 AGREEMENT. All expenditures made by CONTRACTOR outside of the COMPENSATION payable to CONTRACTOR pursuant to the terms of this AGREEMENT, shall require prior written approval from the SUCCESSOR AGENCY
and all such expenditures made without such approval shall be at the sole cost of the CONTRACTOR for which the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY’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 – SUCCESSOR AGENCY’S RESPONSIBILITIES

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

Termination. The SUCCESSOR AGENCY may terminate this 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 the SUCCESSOR AGENCY is prevented from proceeding with this AGREEMENT by law, or by official action of a public authority having jurisdiction over the PARKING GARAGES. The SUCCESSOR AGENCY 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 AGREEMENT, unless otherwise directed to continue by the SUCCESSOR AGENCY, and shall submit its final invoice to the SUCCESSOR AGENCY 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 TWO HUNDRED THRITY TWO THOUSAND FOUR HUNDRED SEVENTY TWO AND 79/100 DOLLARS ($232,472.79) (the “COMPENSATION”) which also includes a ten percent (10%) contingency of Twenty-One Thousand One Hundred Thirty Three and 89/100 Dollars ($21,133.89), all as set forth in Attachment “B” which is fully incorporated by reference into this Agreement.

No charges shall be incurred by CONTRACTOR under this 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 the SUCCESSOR AGENCY from the CONTRACTOR and approved by the SUCCESSOR AGENCY in accordance with this AGREEMENT. SUCCESSOR AGENCY may withhold any payment to the CONTRACTOR in any instance in which the SUCCESSOR AGENCY, its sole discretion, determines that CONTRACTOR has failed or refused to satisfy any material obligation under this AGREEMENT.

CONTRACTOR agrees that any work performed outside of the scope of this AGREEMENT without the prior written approval of the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY.
All invoices submitted by the CONTRACTOR shall include: (1) date of invoice; (2) sequential invoice number; (3) SUCCESSOR AGENCY Agreement number; (4) total 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 SUCCESSOR AGENCY to date; and (9) total amount remaining on AGREEMENT.

CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify amounts invoiced and requested for payment to the satisfaction of the SUCCESSOR AGENCY 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 AGREEMENT without prior written approval of the SUCCESSOR AGENCY.

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

**ARTICLE 5 – CONTRACT ADMINISTRATION**

**SUCCESSOR AGENCY**

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

**CONTRACTOR**

Unless otherwise designated in writing, STEVE MUNOZ shall serve as the CONTRACTOR’S project manager for this 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 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 – SUCCESSOR AGENCY’S RESERVATION OF RIGHTS
The SUCCESSOR AGENCY 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 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 12270 Martinique Street
Inglewood, CA 90301 Victorville, CA 92392
ATTN: Executive Director ATTN: Steve Munoz

ARTICLE 8 – INSURANCE
Required Insurance Coverage
CONTRACTOR shall obtain and maintain at its expense, until completion of
performance and acceptance by the SUCCESSOR AGENCY, 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) in an amount not less than One Million Dollars ($1,000,000) 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 the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY, 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 the SUCCESSOR AGENCY. At the SUCCESSOR AGENCY’S option, the insurer
shall either reduce or eliminate such deductibles or self-insured retentions with respect

to the SUCCESSOR AGENCY, its board members, officials, officers, agents,

contractors, employees, and volunteers or the insurer shall provide a financial guarantee

satisfactory to the SUCCESSOR AGENCY guaranteeing payment of losses and related

investigations, claims, administration and defense expenses.

Other Insurance Provisions

CONTRACTOR shall obtain and cause to remain in full force and effect for the

term of this 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 the SUCCESSOR AGENCY with original

certificates and amendatory endorsements affecting coverage required by this

AGREEMENT. The endorsements should be on forms provided by the SUCCESSOR

AGENCY or forms other than the SUCCESSOR AGENCY’S forms, provided those

endorsements or policies conform to the SUCCESSOR AGENCY’S requirements. All

certificates and endorsements are to be received and approved by the SUCCESSOR

AGENCY before any work commences under this AGREEMENT. The SUCCESSOR

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 AGREEMENT as an independent contractor

and not as an employee of the SUCCESSOR AGENCY. CONTRACTOR shall have

no power or authority by this AGREEMENT to bind the SUCCESSOR AGENCY in

any respect. Nothing in this 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 the SUCCESSOR
AGENCY. The SUCCESSOR AGENCY 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 AGREEMENT.

ARTICLE 10 – INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend,
protect and hold harmless the SUCCESSOR AGENCY, CITY and their respective
board members, officials, officers, contractors, agents, employees and volunteers
(collectively “Indemnites”) 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 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 the SUCCESSOR AGENCY.

If any action or proceeding is brought against the Indemnites by reason of any
of the matters against which CONTRACTOR has agreed to indemnify Indemnites as
provided above, CONTRACTOR, upon notice from the SUCCESSOR AGENCY, shall
defend the Indemnites at CONTRACTOR’S sole expense by counsel acceptable to the
SUCCESSOR AGENCY. Such acceptance shall not be unreasonably withheld.
Indemnites need not have first paid for any of the matters to which Indemnites are
entitled to indemnification in order to be so indemnified. The insurance required to be
maintained by CONTRACTOR under this 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 AGREEMENT.
ARTICLE 11 – CONTRACTOR NONASSIGNABILITY/SUCCESSOR AGENCY ASSIGNABILITY

The expertise and experience of the CONTRACTOR are material considerations of this AGREEMENT. The SUCCESSOR AGENCY has an interest in the qualifications and capabilities of the CONTRACTOR which is required to 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 SUCCESSOR AGENCY. Any unauthorized assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling the SUCCESSOR AGENCY to any and all remedies at law or 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 SUCCESSOR AGENCY.

However, notwithstanding anything contained in this AGREEMENT to the contrary, SUCCESSOR AGENCY shall have the right to assign this AGREEMENT to the CITY upon written notice to CONTRACTOR. Upon receipt of such notice CONTRACTOR shall perform the Capital Improvements on the behalf of the CITY and the City Manager shall be deemed the CITY’S representative for purposes of administering this 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 AGREEMENT. The SUCCESSOR AGENCY shall have access to and the right to examine, audit, copy or transcribe any pertinent document, transaction, activity, or record relating to this AGREEMENT. CONTRACTOR shall cooperate and comply with all requests of SUCCESSOR
AGENCY’S auditors with regard to access and review of all records necessary to
cconduct audits in compliance with this AGREEMENT and any applicable requirements.
SUCCESSOR AGENCY auditors shall be allowed to interview any employee of
CONTRACTOR and its subcontractors throughout the term of this 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 the SUCCESSOR AGENCY.

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

ARTICLE 13 – OWNERSHIP OF DOCUMENTS

The SUCCESSOR AGENCY shall own all data, information, documents and
other work product of the CONTRACTOR prepared, assembled or maintained in
connection with this AGREEMENT. The SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY upon written request.

CONTRACTOR shall assist the SUCCESSOR AGENCY 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. The SUCCESSOR
AGENCY shall make an independent determination as to the confidentiality of these
documents to the extent permitted by law.

ARTICLE 14 – NONDISCRIMINATION

California Labor Code section 1735

No discrimination shall be made in the employment of persons working on
behalf of or as an agent for the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY violating Labor Code section 1735 is subject to all the penalties imposed for a violation of this law.

**ARTICLE 15 – AMENDMENTS, CHANGES OR MODIFICATIONS**

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

**ARTICLE 16 – CHOICE OF LAW AND 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 17 – WAIVER OF BREACH OR DEFAULT**

Waiver of a breach or default of any term, condition or covenant under this AGREEMENT shall not constitute a continuing waiver thereof, nor shall it constitute a waiver of any other term, condition or covenant. Acceptance by the SUCCESSOR AGENCY of any work or services performed required to complete the Capital Improvements by the CONTRACTOR shall not constitute a waiver of the SUCCESSOR AGENCY’S right to seek correction for any breach or default under this 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 AGREEMENT and shall in no way affect any other term,
condition or covenant contained herein so long as its severance does not render this
AGREEMENT meaningless with regard to a material term, in which event the entire
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 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
AGREEMENT, or of any particular provision, and no part of this AGREEMENT shall
be construed against any party on the basis that the particular party is the drafter of this
AGREEMENT.

**ARTICLE 21 – COUNTERPARTS**

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 and effective as to all Parties hereto.

**ARTICLE 22 – ENTIRE AGREEMENT**

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

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

SUCCESSOR AGENCY:

City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency

By: __________________________
    James T. Butts, Jr.
    CHAIRPERSON

ATTEST:

By: __________________________
    Yvonne Horton
    AGENCY SECRETARY

CONTRACTOR:

J&S SYSTEMS, INC.

By: __________________________
    Name: Steve Munoz
    Title: CEO

APPROVED AS TO FORM:

By: __________________________
    Kenneth Campos
    GENERAL COUNSEL FOR SUCCESSOR AGENCY

APPROVED:

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

SCOPE OF WORK

This Scope of Work is affixed to the AGREEMENT between the SUCCESSOR AGENCY and J&S SYSTEMS, INC., a California corporation (“CONTRACTOR”) concerning Internet Protocol Closed Circuit Television and Code Blue lighting security camera modernization of Parking Garage #2 which is owned and operated by the SUCCESSOR AGENCY. Any capitalized terms not defined herein shall have the meanings ascribed in the AGREEMENT.

In furtherance of the AGREEMENT, CONTRACTOR specifically agrees to (i) demolish the old analog closed circuit television wiring and system and install a new Internet Protocol video system, (ii) provide a modular Internet Protocol based audio system with two (2) speakers on each of the five (5) floors of Parking Garage #2 using licensed TalkMaster EE remote console operator’s software, and (iii) provide fire alarm parts and labor to install Fire Lite alarm system for two elevators to meet NFPA72 National Fire Alarm Code guidelines, all of which are set out in more detail in the excerpted exhibits from that certain Proposal No. CSL C10 #958470 ACO #1010 dated August 28, 2015 consisting of nine (9) pages (“CONTRACTOR’s proposal”). The terms of this Scope of Work shall supersede the CONTRACTOR’s proposal, unless otherwise referenced herein.

A. Specific Contract Terms

1. CONTRACTOR’s proposal contains Exhibits A through H summarized below. To the extent there are any changes to the CONTRACTOR’s proposal, the summary below governs.

A. Remove, demolish, and dispose of old analog CCTV wiring and system. Provide new cable, conduit, and hardware to include new Internet Protocol (IP) cameras, Network Recording Systems, POE and Networking Devices, and Wireless Network Antennas. Provide all labor to pull wires, install conduits and junction boxes to install Forty (40) new IP cameras, including
in-elevator cameras. Terminate and dispose of field and head in equipment rendered obsolete by new IP Video System. Provide programming for Forty (40) IP cameras and network video recorder in the server room; provide and install new patch for server rack for cameras; provide and install new server rack and UPS battery backup for devices; provide and install and program Wireless Antenna at parking structure and City Hall to provide wireless network connection for remote viewing (Local Area Network). Provide new Help Point devices from Code Blue for each level of the parking structure. Static IP addresses required for VOIP connection to call a defined phone number via Internet connection. CONTRACTOR advises of Contractor’s License C10 #958470 and that required proof of insurance to be provided prior to start of project. Final diagrams of equipment location and wiring details will be submitted prior to start of project. Work includes new cable, conduit, and hardware for new IP Cameras. Cameras compatible with current Inglewood PD leverage VMS Platform. (Exhibit A – IP CCTV Equipment – one (1) page totals $64,557.43 includes tax)

B. Provide, program wireless antenna at parking structure and City Hall to provide wireless network connection for remote viewing. (Exhibit B – Wireless Antenna Equipment – one (1) page totals $3,921.82 includes tax)

C. Provide new Help Point device (Code Blue-Emergency Phone Box)) for each level of parking structure (5 levels total). (Exhibit C – Code Blue Help Point Equipment – shared on one (1) page totals $22,219.65 includes tax)

D. Labor for installation of items A through C, including removal and disposal of existing support infrastructure. This includes complete all installation and labor for above-referenced 40 IP cameras and programming, run ⅜ inch conduits and CAT6 cables with 18/2 power cable for all sections of labor,
complete all installation and labor for Ubiquiti Wireless Antenna for Local WiFi between City Hall and Parking Structure, and complete all installation and labor for Code Blue Help Point System from each CB2-e field device on each floor to head in unit. Approximately thirty (30) days to complete with one (1) year warranty for labor from time of completion. (Exhibit D – Labor – shared on one (1) page totals $58,300).

E. Provide IP based audio system with 2 speakers on each floor of the parking structure using remote talk software. IP Audio equipment includes IP 7 SS20 20 Head in 20 Watt Audio Amplifier; five (5) IP 7 SS8 – 8 Watt Audio Amplifier (one per floor); ten (10) outdoor speakers; one (1) 24 Port POE+switch; and one (1) IP 7 TalkMaster Enterprise Software (remote console) (Exhibit E – Digital Acoustics IP Audio Paging System – shared on one (1) page totals $21,255.00 includes tax)

F. Labor for installation of audio system, includes running all conduit, installation and programming system. (Exhibit F – Labor to run conduit, installation and programming of Digital Acoustics IP Based Audio System – shared on one (1) page totals $8,000)

G. Provide fire alarm system for the two elevators as required by National Fire Alarm Code Guidelines, including one (1) fire lite panel; twelve (12) smoke detectors; two (2) heat detectors; ten (10) horn strobes; ten (10) pull stations; two (2) monitor modules; two (2) power supplies; one (1) lot including miscellaneous conduit, boxes, hardware, etc.. (Exhibit G – Fire Lite System – one (1) page totals $7,085.00 includes taxes)

H. All labor to run conduit, installation and programming of Fire Lite Alarm System, including pre-testing of all equipment with scheduled onsite testing schedules with LA County Fire Department, Elevator Contractor, and State Compliance Department; all parts and installation to meet NFPA72 National Fire Alarm Code guidelines; total one hundred twenty (120) hours
estimated for installation and testing with one (1) year warranty for labor from time of completion. (Exhibit H – Labor for Fire Lite System Installation – shared on one (1) page totals $26,000.00)

2. Notwithstanding the foregoing, SUCCESSOR AGENCY agrees with the CONTRACTOR’s proposal clarification:

   A. Customer will provide any additional 110V power necessary to complete work.
   B. Elevator contractor will be responsible for providing traveler cable with correct elevator cab camera.
   C. Customer will provide LAN IP addresses to be assigned to each IP camera, Video Management Server, and wireless Antenna located at Parking Garage #2.
   D. If for any reason CONTRACTOR is unable to get cable to any location due to unforeseen issues or need to make modifications from initial scope of work or do additional construction work to cut out existing wall, such additional expenses will, if approved and within the contingency, be incurred by the SUCCESSOR AGENCY; otherwise unrelated expenses or costs in excess of the COMPENSATION (which includes the contingency) will require an amendment to the AGREEMENT and approval of said amendment to the AGREEMENT by the SUCCESSOR AGENCY.
   E. CITY and SUCCESSOR AGENCY to use their best effort to avail CONTRACTOR of the CITY’s bucket truck/boom if required.

B. General Terms

   1. CONTRACTOR agrees to cooperate with SUCCESSOR AGENCY and CITY staff, along with any and all other contractors performing work and/or operating on or about Parking Garage #2.
   2. At no additional expense to the SUCCESSOR AGENCY, CONTRACTOR agrees to dispose of all waste generated in connection with this
AGREEMENT according to the terms of all permits and applicable local, State, and Federal laws.

3. SUCCESSOR AGENCY has provided a contingency into the AGREEMENT and does not agree to incur any additional costs above the COMPENSATION amount set out in Attachment “B”. SUCCESSOR AGENCY 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; this specifically includes, but is not limited to, a reservation of rights by the SUCCESSOR AGENCY to expend the per diem rental rate of Four Hundred Ninety Nine Dollars ($499), if necessary and appropriate, should CITY-owned bucket truck/boom be necessary for other public use. 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 AGREEMENT approved in writing by the SUCCESSOR AGENCY.

C. Security System Modernization

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

2. Specifically, the AGREEMENT is to provide a fully automated and operational state-of-the-art video and audio system throughout Parking Garage #2 to assist in curtailing crime, vagrancy, and malfeasance and enhance the health and safety of Parking Garage #2 to enable the public to fully utilize all parking spaces therein.

3. At the conclusion of the AGREEMENT, delivery of the final product by the CONTRACTOR to the SUCCESSOR AGENCY as contemplated herein, and at no additional cost other than what is set forth in Attachment “B” to the AGREEMENT, the SUCCESSOR AGENCY expects the following to be fully operational and ready to use by SUCCESSOR AGENCY, CITY, and their contractors and assigns working at Parking Garage #2 and Inglewood City Hall:
(i) a new Internet Protocol video system with Code Blue wiring and system;
(ii) a new modular Internet Protocol based audio system with two (2) speakers on each of the five (5) floors of Parking Garage #2 using licensed TalkMaster EE remote console operator’s software, and
(iii) a new Fire Lite alarm system for two elevators meeting NFPA72 National Fire Alarm Code guidelines.
ATTACHMENT “B”

COMPENSATION

CONTRACT AMOUNT:
- $211,338.90
- $21,133.89 (10.0% Contingency)
- $232,472.79 (Total Contract, includes 10.0% Contingency)

PAYMENT TERMS:
- 50% Down Payment required before starting work.
- 45% Balance due upon completion of work.
- 05% Successor Agency retention to be paid 30 days after project completion.
SUCCESSOR AGENCY OF THE  
FORMER INGLEWOOD REDEVELOPMENT AGENCY  

AGREEMENT NO. 15-____

THIS AGREEMENT is made and entered into this _______ day of  
______________, 2015 (the “Effective Date”), by and between 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”), and MACHINEOUS CONSULTANTS, with its principal place of  
business located at 2807 Highland Avenue, Suite #1, Santa Monica, CA 90405  
(“CONTRACTOR”).

RECITALS

WHEREAS, the SUCCESSOR AGENCY is the fee owner of two (2) public  
parking garages located within the City of Inglewood and specifically identified as: (1)  
Civic Center Plaza, One W. 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 is 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 OF  
INGLEWOOD pursuant to a DOF-approved Long Range Property Management Plan  
officially providing for fee conveyance and transfer of the Parking Garages;

WHEREAS, the SUCCESSOR AGENCY has informally solicited the services  
of certain qualified and experienced contractors to perform certain major capital  
improvements 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 to this Agreement as Attachment “A” which is fully incorporated herein by this reference;

WHEREAS, the CONTRACTOR has submitted a response to the SUCCESSOR AGENCY’S request to perform the Capital Improvements and desires to perform the Capital Improvements in accordance with the terms and conditions of this AGREEMENT;

WHEREAS, the CONTRACTOR holds itself out as being capable and competent to perform the Capital Improvements requested by the SUCCESSOR AGENCY; 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 AGREEMENT, and its decision to execute this AGREEMENT is based on such independent investigation and research,

NOW THEREFORE, the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY in accordance with the terms and conditions of this AGREEMENT. In the event of any conflict, the following order of precedence shall govern: (1) this AGREEMENT (including Attachment “A”); and (2) 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 of Inglewood (“CITY”) and SUCCESSOR AGENCY to perform the Capital Improvements
contemplated in and required by this AGREEMENT. The CONTRACTOR shall notify
the SUCCESSOR AGENCY 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 the SUCCESSOR
AGENCY, be treated as a material breach of this AGREEMENT authorizing
termination of this Agreement by the SUCCESSOR AGENCY.

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 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 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
AGREEMENT. CONTRACTOR is liable for any penalty imposed for a violation
thereof.

It is mutually agreed by the Parties that the SUCCESSOR AGENCY is relying
upon the professional skill of CONTRACTOR and CONTRACTOR shall perform the
Capital Improvements as well as all other services required by this AGREEMENT to
the highest and best professional standards. Acceptance of CONTRACTOR’S work by
SUCCESSOR AGENCY 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. There shall be at least one CONTRACTOR supervisor onsite at Parking Garage #2 during the days and hours of performance of the Capital Improvements. The SUCCESSOR AGENCY 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 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.

The SUCCESSOR AGENCY reserves the right to require the CONTRACTOR to replace any employee performing the Capital Improvements under this AGREEMENT for any or no reason. At the time of exercising this right, the SUCCESSOR AGENCY agrees to notify the CONTRACTOR of its desire to exercise this right, and if necessary, meet and request replacement of said employee(s). Any replacement employee is subject to the SUCCESSOR AGENCY’S written approval prior to performing any services under this 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 AGREEMENT. All expenditures made by CONTRACTOR outside of the COMPENSATION payable to CONTRACTOR pursuant to the terms of this AGREEMENT, shall require prior written approval from the SUCCESSOR AGENCY and all such expenditures made without such approval shall be at the sole cost of the
CONTRACTOR for which SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY’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 – SUCCESSOR AGENCY’S RESPONSIBILITIES

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

Termination. The SUCCESSOR AGENCY may terminate this 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 the SUCCESSOR AGENCY is prevented from proceeding with this AGREEMENT by law, or by official action of a public authority having jurisdiction over the PARKING GARAGES. The SUCCESSOR AGENCY 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 AGREEMENT, unless otherwise directed to continue by
the SUCCESSOR AGENCY, and shall submit its final invoice to the SUCCESSOR
AGENCY 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 THREE HUNDRED FIFTY THOUSAND
FOUR HUNDRED FORTY THREE AND 40/100 DOLLARS ($350,443.40)(the
“COMPENSATION”) which also includes a fifteen percent (15%) contingency of
Forty-Three Thousand Two Hundred Dollars ($43,200), all as set forth in Attachment
“B” which is fully incorporated by reference into this Agreement.

No charges shall be incurred by CONTRACTOR under this 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 the SUCCESSOR AGENCY from the CONTRACTOR
and approved by the SUCCESSOR AGENCY in accordance with this AGREEMENT.
SUCCESSOR AGENCY may withhold any payment to the CONTRACTOR in any
instance in which the SUCCESSOR AGENCY, in its sole discretion, determines that
CONTRACTOR has failed or refused to satisfy any material obligation under this
AGREEMENT.

CONTRACTOR agrees that any work performed outside of the scope of this
AGREEMENT without the prior written approval of the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY.

All invoices submitted by the CONTRACTOR shall include: (1) date of invoice;
(2) sequential invoice number; (3) SUCCESSOR AGENCY Agreement number; (4)
total 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 SUCCESSOR AGENCY to date; and (9) total amount remaining on AGREEMENT.

CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify amounts invoiced and requested for payment to the satisfaction of the SUCCESSOR AGENCY 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 AGREEMENT without prior written approval of the SUCCESSOR AGENCY.

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

ARTICLE 5 – CONTRACT ADMINISTRATION

SUCCESSOR AGENCY

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

CONTRACTOR

Unless otherwise designated in writing, ANDREAS FROECH shall serve as the CONTRACTOR’S project manager for this 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 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 – SUCCESSOR AGENCY’S RESERVATION OF RIGHTS

The SUCCESSOR AGENCY reserves the right to do the following:
1. Enter into agreements with third parties for use and the performance of 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 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:**

**One Manchester Boulevard**

**Inglewood, CA 90301**

**ATTN: Executive Director**

**CONTRACTOR:**

**2897 Highland Ave, Suite #1**

**Santa Monica, CA 90405**

**ATTN: Andreas Froech**

**ARTICLE 8 – INSURANCE**

**Required Insurance Coverage**

CONTRACTOR shall obtain and maintain at its expense, until completion of performance and acceptance by the SUCCESSOR AGENCY, 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) in an
amount not less than One Million Dollars ($1,000,000) 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 the
SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY, 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 the SUCCESSOR AGENCY. At the SUCCESSOR AGENCY’S option, the insurer shall either reduce or eliminate such deductibles or self-insured retentions with respect to the SUCCESSOR AGENCY, its board members, officials, officers, agents, contractors, employees, and volunteers or the insurer shall provide a financial guarantee.
satisfactory to the SUCCESSOR AGENCY guaranteeing payment of losses and related investigations, claims, administration and defense expenses.

**Other Insurance Provisions**

CONTRACTOR shall obtain and cause to remain in full force and effect for the term of this 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 the SUCCESSOR AGENCY with original certificates and amendatory endorsements affecting coverage required by this AGREEMENT. The endorsements should be on forms provided by the SUCCESSOR AGENCY or forms other than the SUCCESSOR AGENCY’S forms, provided those endorsements or policies conform to the SUCCESSOR AGENCY’S requirements. All certificates and endorsements are to be received and approved by the SUCCESSOR AGENCY before any work commences under this AGREEMENT. The SUCCESSOR 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 AGREEMENT as an independent contractor and not as an employee of the SUCCESSOR AGENCY. CONTRACTOR shall have no power or authority by this AGREEMENT to bind the SUCCESSOR AGENCY in any respect. Nothing in this 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 the SUCCESSOR AGENCY. The SUCCESSOR AGENCY 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 AGREEMENT.

**ARTICLE 10 – INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, protect and hold harmless the SUCCESSOR AGENCY, CITY and their respective board members, officials, officers, contractors, agents, employees and volunteers (collectively “Indemnities”) 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 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 the SUCCESSOR AGENCY.

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

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

The expertise and experience of the CONTRACTOR are material considerations of this AGREEMENT. The SUCCESSOR AGENCY has an interest in the
qualifications and capabilities of the CONTRACTOR which is required to 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
SUCCESSOR AGENCY. Any unauthorized assignment shall be ineffective, null and
void, and shall constitute a material breach of this AGREEMENT entitling the
SUCCESSOR AGENCY to any and all remedies at law or 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 SUCCESSOR AGENCY.

However, notwithstanding anything contained in this AGREEMENT to the
contrary, SUCCESSOR AGENCY shall have the right to assign this AGREEMENT to
the CITY upon written notice to CONTRACTOR. Upon receipt of such notice
CONTRACTOR shall perform the Capital Improvements on the behalf of the CITY
and the City Manager shall be deemed the CITY’S representative for purposes of
administering this 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 AGREEMENT. The SUCCESSOR
AGENCY shall have access to and the right to examine, audit, copy or transcribe any
pertinent documents, transaction, activity, or record relating to this AGREEMENT.
CONTRACTOR shall cooperate and comply with all requests of SUCCESSOR
AGENCY’S auditors with regard to access and review of all records necessary to
conduct audits in compliance with this AGREEMENT. SUCCESSOR AGENCY
auditors shall be allowed to interview any employee of CONTRACTOR and its
subcontractors throughout the term of this 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 the SUCCESSOR AGENCY.

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

**ARTICLE 13 – OWNERSHIP OF DOCUMENTS**

The SUCCESSOR AGENCY shall own all data, information, documents and other work product of the CONTRACTOR prepared, assembled or maintained in connection with this AGREEMENT. The SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY upon written request.

CONTRACTOR shall assist the SUCCESSOR AGENCY 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. The SUCCESSOR AGENCY shall make an independent determination as to the confidentiality of these documents to the extent permitted by law.

**ARTICLE 14 – NONDISCRIMINATION**

California Labor Code section 1735

No discrimination shall be made in the employment of persons working on behalf of or as an agent for the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY violating Labor Code section 1735 is subject to all the penalties imposed for a violation of this law.

**ARTICLE 15 – AMENDMENTS, CHANGES OR MODIFICATIONS**

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

**ARTICLE 16 – CHOICE OF LAW AND 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 17 – WAIVER OF BREACH OR DEFAULT**

Waiver of a breach or default of any term, condition or covenant under this AGREEMENT shall not constitute a continuing waiver thereof, nor shall it constitute a waiver of any other term, condition or covenant. Acceptance by the SUCCESSOR AGENCY of any work or services performed required to complete the Capital Improvements by the CONTRACTOR shall not constitute a waiver of the SUCCESSOR AGENCY’S right to seek correction for any breach or default under this 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 AGREEMENT and shall in no way affect any other term, condition or covenant contained herein so long as its severance does not render this AGREEMENT meaningless with regard to a material term, in which event the entire 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 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
AGREEMENT, or of any particular provision, and no part of this AGREEMENT shall
be construed against any party on the basis that the particular party is the drafter of this
AGREEMENT.

ARTICLE 21 – COUNTERPARTS

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 and effective as to all Parties hereto.

ARTICLE 22 – ENTIRE AGREEMENT

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

SUCCESSOR AGENCY:

City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency

By: __________________________
    James T. Butts, Jr.
    CHAIRPERSON

CONTRACTOR:

Machineous Consultants

By: __________________________
    Name: Andreas Froech
    Title:

ATTEST:

By: __________________________
    Yvonne Horton
    AGENCY SECRETARY

APPROVED AS TO FORM:

By: __________________________
    Kenneth Campos
    GENERAL COUNSEL FOR SUCCESSOR AGENCY

APPROVED:

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

SCOPE OF WORK

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

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

Phase One

(a) design engineering and detailed plans for all galvanized steel screen panels and steel support structures; (b) prepare shop drawing and structural calculation book for approval by the SUCCESSOR AGENCY; (c) fabricate about Six Thousand (6,000) square feet of galvanized steel screen panels and sufficient galvanized steel support structure for said Six Thousand (6,000) square feet of galvanized steel screen panels; (d) fabricate three (3) galvanized open screen rollup doors; two (2) of which are of single passenger car lane width and height for use as the exit and entry and the last rollup is to be of the appropriate width and height to fully prevent, shield, and close off the exposed rooftop level from the penultimate highest interior level of Parking Garage #2; (e) fabricate Four (4) exit doors and screens—two (2) for street level with panic bars and two (2) for roof level from stairs; and (f) fabricate screens and manual gate to roof level on parking ramp. Phase One costs are One Hundred Thirty Three Thousand Dollars ($133,000).
Phase Two
(a) deliver and install all materials to complete contractual requirement for Phase One
for perforated galvanized steel screen with its support structure and four (4) electric
rollup doors and street and roof exit doors; and (b) rent all equipment for installation of
items above in Phase One, including scaffolding as needed; and (c) perform sufficient
site visits and updates to SUCCESSOR AGENCY. Phase Two costs are One Hundred
Fifty Five Thousand Dollars ($155,000).

Plan Check Fees, Building Permit fees and Site Plan Review fees
The amount of Nineteen Thousand Two Hundred Forty Three Dollars ($19,243)
has been included in the COMPENSATION and segregated to pay for the
SUCCESSOR AGENCY responsibility for payment of plan check fees, building permit
fees, and site plan review fees.
The terms of this Scope of Work shall supersede the CONTRACTOR’s
proposal, unless otherwise referenced herein.

A. General Terms

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

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

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

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

B. Design, Fabrication, and Installation of Screens and Rollup Doors

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

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

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

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

COMPENSATION

CONTRACT AMOUNT:

$288,000.00
$43,200.00 (15.0% Contingency)
$19,243.40 (CITY Plan Check Fees, Building Permit fees, and Site Plan Review fees)
$350,443.40 (Total Contract, includes 15.0% Contingency and aforesaid CITY fees)

PAYMENT TERMS:

- 24.57% Down Payment totaling $86,243 which is 50% of Phase 1 to place order.
- 41.03% Progress Payment of $144,000 when Phase 1 ends and Phase 2 begins.
- 9.39% Progress Payment of $32,914.15 for Phase 2.
- 20% Down Payment of $70,188.68 for completion of Phase 2.
- 05% Successor Agency retention of $17,548.17 to be paid 30 days after project completion.
SUCCESSOR AGENCY OF THE  
FORMER INGLEWOOD REDEVELOPMENT AGENCY  

AGREEMENT NO. 15-____  

THIS AGREEMENT is made and entered into this ______ day of  
______________, 2015 (the “Effective Date”), by and between 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”), and PACIFIC PARKING SYSTEMS, INC., a California corporation, with  
its principal place of business located at 216 C Technology Dr., Irvine, CA 92618  
(“CONTRACTOR”).  

RECITALS  

WHEREAS, the SUCCESSOR AGENCY is the fee owner of two (2) public  
parking garages located within the City of Inglewood and specifically identified as: (1)  
Civic Center Plaza, One W. 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 is 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 SUCCSEESOR AGENCY to the CITY OF  
INGLEWOOD pursuant to a DOF-approved Long Range Property Management Plan  
officially providing for fee conveyance and transfer of the Parking Garages;  

WHEREAS, the SUCCESSOR AGENCY has 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 to this Agreement as Attachment “A” which is fully incorporated herein by this reference;

WHEREAS, the CONTRACTOR has submitted a response to the SUCCESSOR AGENCY’S request to perform the Capital Improvements and desires to perform the Capital Improvements in accordance with the terms and conditions of this AGREEMENT;

WHEREAS, the CONTRACTOR holds itself out as being capable and competent to perform the Capital Improvements requested by the SUCCESSOR AGENCY; 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 AGREEMENT, and its decision to execute this AGREEMENT is based on such independent investigation and research,

NOW THEREFORE, the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY in accordance with the terms and conditions of this AGREEMENT. In the event of any conflict, the following order of precedence shall govern: (1) this AGREEMENT (including Attachment “A”); and (2) 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 of Inglewood (“CITY”) and SUCCESSOR AGENCY to perform the Capital Improvements
contemplated in and required by this AGREEMENT. The CONTRACTOR shall notify
the SUCCESSOR AGENCY 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 the SUCCESSOR
AGENCY, be treated as a material breach of this AGREEMENT authorizing
termination of this Agreement by the SUCCESSOR AGENCY.

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 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 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
AGREEMENT. CONTRACTOR is liable for any penalty imposed for a violation
thereof.

It is mutually agreed by the Parties that the SUCCESSOR AGENCY is relying
upon the professional skill of CONTRACTOR and CONTRACTOR shall perform the
Capital Improvements as well as all other services required by this AGREEMENT to
the highest and best professional standards. Acceptance of CONTRACTOR’S work by
SUCCESSOR AGENCY 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. There shall be at least one CONTRACTOR supervisor onsite at Parking Garage #2 during the days and hours of performance of the Capital Improvements. The SUCCESSOR AGENCY 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 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.

The SUCCESSOR AGENCY reserves the right to require the CONTRACTOR to replace any employee performing the Capital Improvements under this AGREEMENT for any or no reason. Any replacement employee is subject to the SUCCESSOR AGENCY’S written approval prior to performing any services under this 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 AGREEMENT. All expenditures made by CONTRACTOR outside of the COMPENSATION payable to CONTRACTOR pursuant to the terms of this AGREEMENT, shall require prior written approval from the SUCCESSOR AGENCY and all such expenditures made without such approval shall be at the sole cost of the CONTRACTOR for which the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY’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 – SUCCESSOR AGENCY’S RESPONSIBILITIES

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

Termination. The SUCCESSOR AGENCY may terminate this 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 the SUCCESSOR AGENCY is prevented from proceeding with this AGREEMENT by law, or by official action of a public authority having jurisdiction over the PARKING GARAGES. The SUCCESSOR AGENCY 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 AGREEMENT, unless otherwise directed to continue by
the SUCCESSOR AGENCY, and shall submit its final invoice to the SUCCESSOR
AGENCY 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 THIRTY-NINE THOUSAND NINE
HUNDRED THIRTY-NINE AND 46/100 DOLLARS ($39,939.46)(the
“COMPENSATION”) which also includes a ten percent (10%) contingency of Three
Thousand Six Hundred Thirty and 36/100 Dollars ($3,630.36), all as set forth in
Attachment “B” which is fully incorporated by reference into this Agreement.

No charges shall be incurred by CONTRACTOR under this 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 the SUCCESSOR AGENCY from the CONTRACTOR
and approved by the SUCCESSOR AGENCY in accordance with this AGREEMENT.
SUCCESSOR AGENCY may withhold any payment to the CONTRACTOR in any
instance in which the SUCCESSOR AGENCY, in its sole discretion, determines that
CONTRACTOR has failed or refused to satisfy any material obligation under this
AGREEMENT.

CONTRACTOR agrees that any work performed outside of the scope of this
AGREEMENT without the prior written approval of the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY.

All invoices submitted by the CONTRACTOR shall include: (1) date of invoice;
(2) sequential invoice number; (3) SUCCESSOR AGENCY Agreement number; (4)
total 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 SUCCESSOR AGENCY to date; and (9) total amount remaining on AGREEMENT.

CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify amounts invoiced and requested for payment to the satisfaction of the SUCCESSOR AGENCY 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 AGREEMENT without prior written approval of the SUCCESSOR AGENCY.

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

**ARTICLE 5 – CONTRACT ADMINISTRATION**

**SUCCESSOR AGENCY**

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

**CONTRACTOR**

Unless otherwise designated in writing, GLENN MOSSMAN shall serve as the CONTRACTOR’S project manager for this 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 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 – SUCCESSOR AGENCY’S RESERVATION OF RIGHTS**

The SUCCESSOR AGENCY reserves the right to do the following:
1. Enter into agreements with third parties for use and the performance of 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 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   216 C Technology Dr.
Inglewood, CA 90301   Irvine, CA 92618
ATTN: Executive Director   ATTN: Glenn Mossman

ARTICLE 8 – INSURANCE

Required Insurance Coverage

   CONTRACTOR shall obtain and maintain at its expense, until completion of performance and acceptance by the SUCCESSOR AGENCY, 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) in an
amount not less than One Million Dollars ($1,000,000) 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. Omitted

e. Omitted

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 the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY, 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 the SUCCESSOR AGENCY. At the SUCCESSOR AGENCY’S option, the insurer shall either reduce or eliminate such deductibles or self-insured retentions with respect to the SUCCESSOR AGENCY, its board members, officials, officers, agents, contractors, employees, and volunteers or the insurer shall provide a financial guarantee satisfactory to the SUCCESSOR AGENCY guaranteeing payment of losses and related investigations, claims, administration and defense expenses.
Other Insurance Provisions

CONTRACTOR shall obtain and cause to remain in full force and effect for the term of this 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 the SUCCESSOR AGENCY with original certificates and amendatory endorsements affecting coverage required by this AGREEMENT. The endorsements should be on forms provided by the SUCCESSOR AGENCY or forms other than the SUCCESSOR AGENCY’S forms, provided those endorsements or policies conform to the SUCCESSOR AGENCY’S requirements. All certificates and endorsements are to be received and approved by the SUCCESSOR AGENCY before any work commences under this AGREEMENT. The SUCCESSOR 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 AGREEMENT as an independent contractor and not as an employee of the SUCCESSOR AGENCY. CONTRACTOR shall have no power or authority by this AGREEMENT to bind the SUCCESSOR AGENCY in any respect. Nothing in this 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 the SUCCESSOR AGENCY. The SUCCESSOR AGENCY 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 AGREEMENT.
ARTICLE 10 – INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, protect and hold harmless the SUCCESSOR AGENCY, CITY and their respective board members, officials, officers, contractors, agents, employees and volunteers (collectively “Indemnities”) 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 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 the SUCCESSOR AGENCY.

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

ARTICLE 11 – CONTRACTOR NONASSIGNABILITY/SUCCESSOR AGENCY ASSIGNABILITY

The expertise and experience of the CONTRACTOR are material considerations of this AGREEMENT. The SUCCESSOR AGENCY has an interest in the qualifications and capabilities of the CONTRACTOR which is required to 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
SUCCESSOR AGENCY. Any unauthorized assignment shall be ineffective, null and
void, and shall constitute a material breach of this AGREEMENT entitling the
SUCCESSOR AGENCY to any and all remedies at law or 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 SUCCESSOR AGENCY.

However, notwithstanding anything contained in this AGREEMENT to the
contrary, SUCCESSOR AGENCY shall have the right to assign this AGREEMENT to
the CITY upon written notice to CONTRACTOR. Upon receipt of such notice
CONTRACTOR shall perform the Capital Improvements on the behalf of the CITY
and the City Manager shall be deemed the CITY’S representative for purposes of
administering this 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 Improvement work in connection with this AGREEMENT. The SUCCESSOR
AGENCY shall have access to and the right to examine, audit, copy or transcribe any
pertinent document, transaction, activity, or record relating to this AGREEMENT.
CONTRACTOR shall cooperate and comply with all requests of SUCCESSOR
AGENCY’S auditors with regard to access and review of all records necessary to
conduct audits in compliance with this AGREEMENT. SUCCESSOR AGENCY
auditors shall be allowed to interview any employee of CONTRACTOR and its
subcontractors throughout the term of this 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 the SUCCESSOR AGENCY.

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

**ARTICLE 13 – OWNERSHIP OF DOCUMENTS**

The SUCCESSOR AGENCY shall own all data, information, documents and other work product of the CONTRACTOR prepared, assembled or maintained in connection with this AGREEMENT. The SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY upon written request.

CONTRACTOR shall assist the SUCCESSOR AGENCY 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. The SUCCESSOR AGENCY shall make an independent determination as to the confidentiality of these documents to the extent permitted by law.

**ARTICLE 14 – NONDISCRIMINATION**

California Labor Code section 1735

No discrimination shall be made in the employment of persons working on behalf of or as an agent for the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY violating Labor Code section 1735 is subject to all the penalties imposed for a violation of this law.
ARTICLE 15 – AMENDMENTS, CHANGES OR MODIFICATIONS

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

ARTICLE 16 – CHOICE OF LAW AND 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 17 – WAIVER OF BREACH OR DEFAULT

Waiver of a breach or default of any term, condition or covenant under this AGREEMENT shall not constitute a continuing waiver thereof, nor shall it constitute a waiver of any other term, condition or covenant. Acceptance by the SUCCESSOR AGENCY of any work or services performed required to complete the Capital Improvements by the CONTRACTOR shall not constitute a waiver of the SUCCESSOR AGENCY’S right to seek correction for any breach or default under this 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 AGREEMENT and shall in no way affect any other term, condition or covenant contained herein so long as its severance does not render this AGREEMENT meaningless with regard to a material term, in which event the entire 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 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 AGREEMENT, or of any particular provision, and no part of this AGREEMENT shall be construed against any party on the basis that the particular party is the drafter of this AGREEMENT.

ARTICLE 21 – COUNTERPARTS

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 and effective as to all Parties hereto.

ARTICLE 22 – ENTIRE AGREEMENT

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

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

By: ______________________
   James T. Butts, Jr.
   CHAIRPERSON

CONTRACTOR:  
Pacific Parking Systems, Inc.

By: ______________________
   Name: Glenn Mossman
   Title: 

ATTEST:  
By: ______________________
   Yvonne Horton
   AGENCY SECRETARY

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

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

SCOPE OF WORK

This Scope of Work is affixed to the AGREEMENT between the SUCCESSOR AGENCY and PACIFIC PARKING SYSTEMS, INC. ("CONTRACTOR") concerning the installation of two automated pay-by-space parking machines to accept cash, coins, and credit cards hardwired for cellular and wi-fi modem communication with on-site training, three-year extended warranty and quarterly maintenance, as well as three-year server hosting, license subscription, and extended data security compliance PCI/PA-DSS at Parking Garage #2 which is owned and operated by the SUCCESSOR AGENCY. Any capitalized terms not defined herein shall have the meanings ascribed in the AGREEMENT.

In furtherance of the AGREEMENT, CONTRACTOR specifically agrees to
(a) install, setup, and program two (2) new 2015 venSTATION M400 Pay-By-Space Multi-Rate Permit Machines (part no. VS/400) with stacking bill acceptor, coin acceptor, thermal printer, 110 volt AC in factory standard color VS-Grey to accept cash bills and coins as well as credit cards along with hardwiring for cellular and wi-fi modem communication; price per unit to be Nine Thousand Eight Hundred Seventy Dollars ($9,870) for a total of Nineteen Thousand Seven Hundred Forty Dollars ($19,740); (b) install, setup, and program two (2) credit card reader kits PCI-PA/DSS Level 1 Certified Compliant (part no. CCR) for use with part no. VS/400; price per unit to be Four Hundred Fifty Dollars ($450) for a total of Nine Hundred Dollars ($900); (c) install, setup, and program two (2) hardwired CDMA cellular or wi-fi wireless, modems for online real-time communication for use with part no. VS/400; price per unit to be One Thousand Four Hundred Fifty Dollars ($1,450) for a total of Two Thousand Nine Hundred Dollars ($2,900); (d) all necessary and appropriate setup,
programming, and placement of two (2) units in operation to the satisfaction of the
SUCCESSOR AGENCY; (e) provide on-site training to SUCCESSOR AGENCY and
CITY staff on all pay station facets; (f) provide a three-year extended warranty and
maintenance contract to include, on-site labor, shop labor and parts including quarterly
preventative maintenance, cleaning, and servicing of pay stations on-site; the warranty
for both parking stations is to be Three Thousand Dollars ($3,000); (g) provide three-
year server hosting for both pay stations; the server hosting for both pay stations is to be
Three Thousand Two Hundred Forty Dollars ($3,240); (h) provide three-year venVUE
license subscription for use with part no. VS/400 as described in this AGREEMENT;
the license subscription for both pay stations is One Thousand Four Hundred Eighty
Five Dollars ($1,485); and (i) provide a three-year venDIRECT PCI/PA-DSS data
security service; this security service for both pay stations is Two Thousand Nine
Hundred Twenty Five Dollars ($2,925). The terms of this Scope of Work shall
supersede the CONTRACTOR’s proposal, unless otherwise referenced herein.

A. General Terms

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

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

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

4. At the conclusion of the AGREEMENT, delivery of the final product by
the CONTRACTOR to the SUCCESSOR AGENCY as contemplated herein, and at no
additional cost other than what is set forth in Attachment “B” to the AGREEMENT, the
SUCCESSOR AGENCY expects both pay-by-space pay stations to be fully operational and ready to use by the public.

-0-
ATTACHMENT “B”

COMPENSATION

CONTRACT AMOUNT:

$36,308.60

$3,630 (10.0% Contingency)

$39,939.60 (Total Contract, includes 10.0% Contingency)

PAYMENT TERMS:

95% after delivery, installation and setup.

05% Successor Agency retention to be paid thirty (30) days after installation is completed.
SUCCESSOR AGENCY OF THE  
FORMER INGLEWOOD REDEVELOPMENT AGENCY  

AGREEMENT NO. 15-____

THIS AGREEMENT is made and entered into this ______ day of  
________________, 2015 (the “Effective Date”), by and between 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”), and SANTA MONICA ELECTRIC COMPANY, with its principal place  
of business located at 2428 Main Street, Santa Monica, CA 90405 (“CONTRACTOR”).

RECITALS

WHEREAS, the SUCCESSOR AGENCY is the fee owner of two (2) public  
parking garages located within the City of Inglewood and specifically identified as: (1)  
Civic Center Plaza, One W. 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 is 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 SUCCESEESOR AGENCY to the CITY OF  
INGLEWOOD pursuant to a DOF-approved Long Range Property Management Plan  
officially providing for fee conveyance and transfer of the Parking Garages;

WHEREAS, the SUCCESSOR AGENCY has 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 to this
Agreement as Attachment “A” which is fully incorporated herein by this reference;

WHEREAS, the CONTRACTOR has submitted a response to the
SUCCESSOR AGENCY’S request to perform the Capital Improvements and desires to
perform the Capital Improvements in accordance with the terms and conditions of this
AGREEMENT;

WHEREAS, the CONTRACTOR holds itself out as being capable and
competent to perform the Capital Improvements requested by the SUCCESSOR
AGENCY; 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 AGREEMENT, and its decision to execute
this AGREEMENT is based on such independent investigation and research,

NOW THEREFORE, the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY in
accordance with the terms and conditions of this AGREEMENT. In the event of any
conflict, the following order of precedence shall govern: (1) this AGREEMENT
(including Attachment “A”); and (2) 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 of Inglewood
(“CITY”) and SUCCESSOR AGENCY to perform the Capital Improvements
contemplated in and required by this AGREEMENT. The CONTRACTOR shall notify
the SUCCESSOR AGENCY 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 the SUCCESSOR
AGENCY, be treated as a material breach of this AGREEMENT authorizing
termination of this Agreement by the SUCCESSOR AGENCY.

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 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 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
AGREEMENT. CONTRACTOR is liable for any penalty imposed for a violation
thereof.

It is mutually agreed by the Parties that the SUCCESSOR AGENCY is relying
upon the professional skill of CONTRACTOR and CONTRACTOR shall perform the
Capital Improvements as well as all other services required by this AGREEMENT to
the highest and best professional standards. Acceptance of CONTRACTOR’S work by
SUCCESSOR AGENCY 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. There shall be at least one CONTRACTOR supervisor onsite at Parking
Garage #2 during the days and hours of performance of the Capital Improvements. The
SUCCESSOR AGENCY 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 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.

The SUCCESSOR AGENCY reserves the right to require the CONTRACTOR
to replace any employee performing the Capital Improvements under this
AGREEMENT for any or no reason. Any replacement employee is subject to the
SUCCESSOR AGENCY’S written approval prior to performing any services under this
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
AGREEMENT. All expenditures made by CONTRACTOR outside of the
COMPENSATION payable to CONTRACTOR pursuant to the terms of this
AGREEMENT, shall require prior written approval from the SUCCESSOR AGENCY
and all such expenditures made without such approval shall be at the sole cost of the
CONTRACTOR for which the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY’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 – SUCCESSOR AGENCY’S RESPONSIBILITIES

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

Termination. The SUCCESSOR AGENCY may terminate this 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 the SUCCESSOR AGENCY is prevented from proceeding with this AGREEMENT by law, or by official action of a public authority having jurisdiction over the PARKING GARAGES. The SUCCESSOR AGENCY 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 AGREEMENT, unless otherwise directed to continue by
the SUCCESSOR AGENCY, and shall submit its final invoice to the SUCCESSOR AGENCY 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 ONE HUNDRED FIFTY ONE THOUSAND ONE HUNDRED FORTY NINE AND 20/100 DOLLARS ($151,149.20) (the “COMPENSATION”) which also includes a ten percent (10%) contingency of Thirteen Thousand Seven Hundred Forty and 84/100 Dollars ($13,740.84), all as set forth in Attachment “B” which is fully incorporated by reference into this Agreement.

No charges shall be incurred by CONTRACTOR under this 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 the SUCCESSOR AGENCY from the CONTRACTOR and approved by the SUCCESSOR AGENCY in accordance with this AGREEMENT. SUCCESSOR AGENCY may withhold any payment to the CONTRACTOR in any instance in which the SUCCESSOR AGENCY, in its sole discretion, determines that CONTRACTOR has failed or refused to satisfy any material obligation under this AGREEMENT.

CONTRACTOR agrees that any work performed outside of the scope of this AGREEMENT without the prior written approval of the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY.

All invoices submitted by the CONTRACTOR shall include: (1) date of invoice; (2) sequential invoice number; (3) SUCCESSOR AGENCY Agreement number; (4) total 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 SUCCESSOR AGENCY to date; and (9) total amount remaining on AGREEMENT.

CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify amounts invoiced and requested for payment to the satisfaction of the SUCCESSOR AGENCY 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 AGREEMENT without prior written approval of the SUCCESSOR AGENCY.

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

**ARTICLE 5 – CONTRACT ADMINISTRATION**

**SUCCESSOR AGENCY**

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

**CONTRACTOR**

Unless otherwise designated in writing, ANDREAS FROECH shall serve as the CONTRACTOR’S project manager for this 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 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 – SUCCESSOR AGENCY’S RESERVATION OF RIGHTS**
The SUCCESSOR AGENCY reserves the right to do the following:

1. Enter into agreements with third parties for use and performance of 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 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:  
One Manchester Boulevard  
Inglewood, CA 90301  
ATTN: Executive Director

CONTRACTOR:  
2428 Main Street  
Santa Monica, CA 90405  
ATTN: Paul Wegner

ARTICLE 8 – INSURANCE

Required Insurance Coverage

CONTRACTOR shall obtain and maintain at its expense, until completion of performance and acceptance by the SUCCESSOR AGENCY, 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) in an
amount not less than One Million Dollars ($1,000,000) 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.  **Omitted**

e.  **Omitted**

**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 the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY, 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 the SUCCESSOR AGENCY. At the SUCCESSOR AGENCY’S option, the insurer shall either reduce or eliminate such deductibles or self-insured retentions with respect to the SUCCESSOR AGENCY, its board members, officials, officers, agents, contractors, employees, and volunteers or the insurer shall provide a financial guarantee satisfactory to the SUCCESSOR AGENCY guaranteeing payment of losses and related investigations, claims, administration and defense expenses.
Other Insurance Provisions

CONTRACTOR shall obtain and cause to remain in full force and effect for the term of this 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 the SUCCESSOR AGENCY with original certificates and amendatory endorsements affecting coverage required by this AGREEMENT. The endorsements should be on forms provided by the SUCCESSOR AGENCY or forms other than the SUCCESSOR AGENCY’S forms, provided those endorsements or policies conform to the SUCCESSOR AGENCY’S requirements. All certificates and endorsements are to be received and approved by the SUCCESSOR AGENCY before any work commences under this AGREEMENT. The SUCCESSOR 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 AGREEMENT as an independent contractor and not as an employee of the SUCCESSOR AGENCY. CONTRACTOR shall have no power or authority by this AGREEMENT to bind the SUCCESSOR AGENCY in any respect. Nothing in this 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 the SUCCESSOR AGENCY. The SUCCESSOR AGENCY 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 AGREEMENT.
ARTICLE 10 – INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, protect and hold harmless the SUCCESSOR AGENCY, CITY and their respective board members, officials, officers, contractors, agents, employees and volunteers (collectively “Indemnities”) 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 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 the SUCCESSOR AGENCY.

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

ARTICLE 11 – CONTRACTOR NONASSIGNABILITY/SUCCESSOR AGENCY ASSIGNABILITY

The expertise and experience of the CONTRACTOR are material considerations of this AGREEMENT. The SUCCESSOR AGENCY has an interest in the qualifications and capabilities of the CONTRACTOR which is required to 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 SUCCESSOR AGENCY. Any unauthorized assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling the SUCCESSOR AGENCY to any and all remedies at law or 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 SUCCESSOR AGENCY.

However, notwithstanding anything contained in this AGREEMENT to the contrary, SUCCESSOR AGENCY shall have the right to assign this AGREEMENT to the CITY upon written notice to CONTRACTOR. Upon receipt of such notice CONTRACTOR shall perform the Capital Improvements on the behalf of the CITY and the City Manager shall be deemed the CITY’S representative for purposes of administering this 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 AGREEMENT. The SUCCESSOR AGENCY shall have access to and the right to examine, audit, copy or transcribe any pertinent documents, transaction, activity, or record relating to this AGREEMENT.

CONTRACTOR shall cooperate and comply with all requests of SUCCESSOR AGENCY’S auditors with regard to access and review of all records necessary to conduct audits in compliance with this AGREEMENT and any applicable requirements. SUCCESSOR AGENCY auditors shall be allowed to interview any employee of CONTRACTOR and its subcontractors throughout the term of this 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 the SUCCESSOR AGENCY. Access to such documents and records shall be granted to the SUCCESSOR AGENCY, as well as its successors-in-interest and designated representatives.

**ARTICLE 13 – OWNERSHIP OF DOCUMENTS**

The SUCCESSOR AGENCY shall own all data, information, documents and other work product of the CONTRACTOR prepared, assembled or maintained in connection with this AGREEMENT. The SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY upon written request.

CONTRACTOR shall assist the SUCCESSOR AGENCY 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. The SUCCESSOR AGENCY shall make an independent determination as to the confidentiality of these documents to the extent permitted by law.

**ARTICLE 14 – NONDISCRIMINATION**

California Labor Code section 1735

No discrimination shall be made in the employment of persons working on behalf of or as an agent for the SUCCESSOR AGENCY 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 the SUCCESSOR AGENCY violating Labor Code section 1735 is subject to all the penalties imposed for a violation of this law.
ARTICLE 15 – AMENDMENTS, CHANGES OR MODIFICATIONS

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

ARTICLE 16 – CHOICE OF LAW AND 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 17 – WAIVER OF BREACH OR DEFAULT

Waiver of a breach or default of any term, condition or covenant under this AGREEMENT shall not constitute a continuing waiver thereof, nor shall it constitute a waiver of any other term, condition or covenant. Acceptance by the SUCCESSOR AGENCY of any work or services performed required to complete the Capital Improvements by the CONTRACTOR shall not constitute a waiver of the SUCCESSOR AGENCY’S right to seek correction for any breach or default under this 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 AGREEMENT and shall in no way affect any other term, condition or covenant contained herein so long as its severance does not render this AGREEMENT meaningless with regard to a material term, in which event the entire 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 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 AGREEMENT, or of any particular provision, and no part of this AGREEMENT shall be construed against any party on the basis that the particular party is the drafter of this AGREEMENT.

ARTICLE 21 – COUNTERPARTS

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 and effective as to all Parties hereto.

ARTICLE 22 – ENTIRE AGREEMENT

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

SUCCESSOR AGENCY:

City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency

By: __________________________
    James T. Butts, Jr.
    CHAIRPERSON

CONTRACTOR:

Santa Monica Electric Company

By: __________________________
    Name: Paul Wegner
    Title: Owner

ATTEST:

By: __________________________
    Yvonne Horton
    AGENCY SECRETARY

APPROVED AS TO FORM:

By: __________________________
    Kenneth Campos
    GENERAL COUNSEL FOR SUCCESSOR AGENCY

APPROVED:

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

SCOPE OF WORK

This Scope of Work is affixed to the AGREEMENT between the SUCCESSOR AGENCY and SANTA MONICA ELECTRIC COMPANY (“CONTRACTOR”) concerning removal of all existing lighting fixtures and replacement with new LED fixtures, install new two-port vehicle charging station with card reader along with removal and replacement of electrical power systems, including disconnects, transformers, surface mount panels, and power supplies at Parking Garage #2 which is owned and operated by the SUCCESSOR AGENCY. Any capitalized terms not defined herein shall have the meanings ascribed in the AGREEMENT.

In furtherance of the AGREEMENT, CONTRACTOR specifically agrees to
(i) remove and replace all existing lighting fixtures throughout entire Parking Garage #2 with new LED lighting fixtures;
(ii) install Ten (10) new LED wall pack fixtures for roof level parking area;
(iii) parts include One Hundred Fifty Five (155) new LED ceiling mount fixtures at Forty Five Dollars ($45) each equals Six Thousand Nine Hundred Seventy Five Dollars ($6,975);
(iv) parts include Fifteen (15) new fixtures with power supplies and LED fixtures at One Hundred Seventy Five Dollars ($175) each equals Two Thousand Six Hundred Twenty Five Dollars ($2,625);
(v) remove and replace Ten (10) existing wall pack fixtures with Ten (10) new LED wall pack fixtures at existing locations with Ten (10) LED wall pack fixtures at Seventy Five Dollars ($75) each equals Seven Hundred Fifty Dollars ($750);
(vi) One Hundred Seventy (170) units of DSXSLC 10c 10c 700 40k T5m MVolt SRM DDBXD 10 which is not available in 350na at Three Hundred Thirty One and 76/100 Dollars ($331.76) equals Fifty Six Thousand Three Hundred Ninety Nine and 20/100 Dollars ($56,399.20);
(vii) Ten (10) units of DWP1-40-50-MD-UNV_BZ at Two Hundred Fifty Four and 54/100 Dollars ($254.54) each equals Two Thousand Five Hundred Forty Five and 40/100 Dollars ($2,545.40);

(viii) 360 Degree Motion sensors in the quantity of One Hundred Seventy (170) units at Seventy Nine and 99/100 Dollars ($79.99) each for a total cost of Twelve Thousand Eight Hundred Eighty Four and 30/100 Dollars ($12,884.30);

(ix) Ten Percent (10%) upcharge on aforesaid materials due to time lapse from proposal date of May 15, 2015 equals Six Thousand Nine Hundred Twenty Nine and 46/100 ($6,929.46);

(x) remove and replace existing Four Hundred Eighty (480) volt three-phase disconnects and install Two (2) new three-phase Four Hundred Eighty (480) volt shunt trip disconnects at existing location at a rate of Three Thousand Dollars ($3,000) each equals Six Thousand Dollars ($6,000);

(xi) install Three (3) One Hundred Twenty (120) volt power supplies to pay booths (time and materials) at a rate of Three Thousand Dollars ($3,000) each equals Nine Thousand Dollars ($9,000);

(xii) CONTRACTOR agrees to cooperate with fire alarm contractor 2082 Technology to assure control wiring to shunt trip is properly installed;

(xiii) install new 75 KVA step down transformer from 277/480 to 120/208 three phase four wire as well as install new 200 amp 40/40 surface mount panel at electrical room for Seven Thousand Eight Hundred Dollars ($7,800);

(xiv) install a new unit with a two port vehicle charging station with card reader and Two (2) Forty Amp 208 power supplies per station (per unit price includes all labor and materials) for Thirteen Thousand Seven Hundred Dollars ($13,700); and

(xv) an additional two-car charging stations on sleeve by adding Eleven Thousand Eight Hundred Dollars ($11,800) per station with an additional One Thousand Dollar ($1,000) permit fee. There is a manufacturer’s warranty of three (3) years on all lamps and ballasts.
The terms of this Scope of Work shall supersede the CONTRACTOR’s proposal, unless otherwise referenced herein.

A. General Terms

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

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

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

4. SUCCESSOR AGENCY has placed a contingency into the CONTRACTOR’s proposal for these fees any overruns or additional fees, of any kind or nature, shall be the responsibility of the CONTRACTOR.

5. At the conclusion of the AGREEMENT, installation of the final product by the CONTRACTOR on the property of the SUCCESSOR AGENCY as contemplated herein, and at no additional cost other than what is set forth in Attachment “B” to the AGREEMENT, the SUCCESSOR AGENCY expects all lighting and electrical work in the CONTRACTOR’s proposal be fully operational.

-0-
ATTACHMENT “B”

COMPENSATION

CONTRACT AMOUNT:

$137,408.00

$13,740.80 (10.0% Contingency)

$151,148.80 (Total Contract, includes 10.0% Contingency)

PAYMENT TERMS:

- 10% Down payment at time of approval of AGREEMENT by PARTIES
- 70% Delivery of all Fixtures w/Evidence provided to SUCCESSOR AGENCY
- 15% Payment on project completion
- 05% Successor Agency retention to be paid thirty (30) days after project completion.