



# CITY OF INGLEWOOD

Office of the City Manager



**DATE:** February 11, 2014

**TO:** Mayor and Council Members  
Chairman and Housing Authority Members

**FROM:** Section 8, Housing, and Community Development Block Grant

**SUBJECT:** Resolution Amending the FY2013-14 Budget and Award a Contract to D.A.K. Management, Inc. for the Rehabilitation of the Property located at 708 Beach Avenue

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## RECOMMENDATION:

It is recommended that the Mayor/Chairman and Council/Housing Authority Members take the following actions:

1. Reject the lowest bid from Accucon Corporation due to non-responsiveness;
2. Approve an agreement with Danny Kirkpatrick, President, and D.A.K Management for the rehabilitation of the property 708 Beach Avenue in the amount of \$42,040 (HOME Program Funds);
3. Approve a 10% contingency fee in the amount of \$4,204 for staff salaries; and
4. Adopt a resolution authorizing the Housing Program to expend the HOME allocation for Fiscal Year 2013-2014, and amending the budget to accept United States Department of Housing and Urban Development (HUD) funds in the amount of \$46,244 for Housing Program costs associated with the aforementioned expenditure.

## BACKGROUND:

On March 12, 2013, the City Council reviewed and approved the substantial amendment to the FY2012-2015 Consolidated Plan and FY2012-2013 Annual Action Plan relative to the respective grant funding under the HOME Program. During this City Council meeting, staff was directed to reallocate HOME funds for the rehabilitation of the property located at 708 Beach Avenue.

Subsequent to the March 12, 2013 City Council meeting, the CDBG Division, Housing Authority, and Budget Division, worked to reallocate \$80,000 of HOME funds in the FY2012-13 budget to rehabilitate a Housing Authority owned property located at 708 Beach Avenue. The objective was to rehabilitate the residence in order to lease the property thereby addressing the need for low-income housing within the City.

Subsequently, Housing Authority staff completed inspecting the unit for health and safety code violations, lead-based paint testing, preparing the rehabilitation report (work-write up), etc.

## DISCUSSION:

On October 22, 2013, the Purchasing and Services Division issued a Request for Quotes No. 0086(RFQ-0086) in search of a General Contractor to provide major rehabilitation on the single

**Award of Bid to D.A.K Management, Inc. for the rehabilitation of 708 W. Beach Avenue, Inglewood, CA 90301  
February 11, 2014**

family residence. The submittal deadline was on November 6, 2013, and seven (7) bids were submitted to the Purchasing and Services Division. Based upon the bids submitted, only two (2) contractors were reviewed because the proposals fell within the project budget estimate of \$50,075. (See the chart below)

<b>Rehabilitation of 708 Beach W. Beach Ave</b>		
<b>Quotes Due: November 6, 2013</b>		
<b>Work Write Up Estimate: \$44,075/\$50,075 w/option for a walk-in tub</b>		
<b>RFQ#: 0086</b>	<b>Contractors</b>	<b>Bid Amount</b>
Contractor 1:	Accucon Corporation 2222 Foothill Blvd, Suite E363 La Canada, CA 91011	\$32,400 \$36,600 w/option
Contractor 2: <b>(Recommended Contractor)</b>	D.A.K. Management Inc. 814 W. Beach Ave. Inglewood, CA 90302	\$37,240 \$42,040 w/option
Contractor 3:	Golden State Consultants & Associates 13619 Terrace Place Whittier, CA 90601	\$64,085 \$69,085 w/option
Contractor 4	CABD Construction Inc. 1114 E. Wilson Ave #5 Glendale, CA 91206	\$86,900 \$93,400 w/option
Contractor 5	RT Contractor Corp. 11531 Salinaz Ave Garden Grove, CA 92843	\$95,530
Contractor 6	Y&M Construction Inc. 18726 S. Western Ave #212 Gardena, CA 90248	\$140,680 \$142,780 w/option
Contractor 7	Omega Contractors 8039 Fulton Ave North Hollywood, CA 91605	\$161,800 \$176,800 w/option

Staff reviewed both proposals to verify the following items:

- Project Costs Comparison
- Quality of Workmanship (Site visits to the project referenced)
- Experience
- Reference (Verified the Reference-License, etc.)
- Project Management

Several attempts were made to contact the lowest bidder, Accucon Corporation, via e-mails and phones messages requesting additional information, but no response was received from the contractor. Additional information requested of the lowest bidder included providing lists of previous projects, addresses and references. While D.A.K was the second lowest bidder, the firm excelled in all aspects of staff's review and provided all necessary information, which included lists of projects, addresses and references. Therefore, due to D.A.K's construction experience,

**Award of Bid to D.A.K Management, Inc. for the rehabilitation  
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knowledge and the urgency of the completing the work, D.A.K Management, Inc. has been selected as the preferred contractor for the rehabilitation of the property located at 708 Beach Avenue.

**FINANCIAL/FUNDING ISSUES AND SOURCES**

Upon adoption of the resolution amending the FY2013-14 budget, unobligated fund balance reserves in the amount of \$46,244 will be available under Account Code No. 221-031-3158-45030 (Special Expense – Community Development & Housing)

**LEGAL REVIEW VERIFICATION:** 

This report, in its entirety, has been submitted to, reviewed and approved by the Office of the City Attorney.

**FINANCE REVIEW VERIFICATION:** 

This report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

**DESCRIPTION ON ANY ATTACHMENTS**

- Attachment No. 1: Agreement with D.A.K Management, Inc.
- Attachment No. 2: Budget Resolution
- Attachment No. 3: D.A.K Management Bid Submitted

Award of Bid to D.A.K Management, Inc. for the rehabilitation  
of 708 W. Beach Avenue, Inglewood, CA 90301  
February 11, 2014

APPROVAL VERIFICATION SHEET

**PREPARED BY:**

David L. Esparza, Assistant City Manager/CFO  
Angie Pacheco, Housing Manager  
Chris Cain, Development Coordinator  
Damian Pipkins, Senior Grants Coordinator  
Marco Cuevas Jr., Project Coordinator

**COUNCIL PRESENTER:**

Angie Pacheco, Housing Manager

**DEPARTMENT HEAD APPROVAL:**

  
\_\_\_\_\_  
Angie Pacheco, Housing Manager

**ASSISTANT CITY MANAGER APPROVAL:**

  
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David L. Esparza, Assistant City Manager

**CITY MANAGER APPROVAL:**

  
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Artie Fields, City Manager

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**AGREEMENT No.: 14- \_\_\_\_\_**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of February, 2014, by and between the City of Inglewood, a municipal corporation and charter city ("City") and D.A.K. Management, Inc. ("Contractor"), with its principal place of business located at 814 W. Beach Avenue, Inglewood, CA 90302.

**WHEREAS**, City desires to retain the services of an experienced residential rehabilitation contractor as required in City's Request for Bid No. RFB-0086; and

**WHEREAS**, Contractor holds itself out as capable, competent and qualified to perform the required residential rehabilitation contractor services and has submitted a proposal, dated November 6, 2013, in response to City's Request for Bid No. RFB-0086; and

**WHEREAS**, Contractor agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research; and

**NOW THEREFORE**, the parties hereto agree as follows:

**ARTICLE 1 -- SCOPE OF CONTRACTOR'S SERVICES**

1.1 Scope of Services. Contractor shall provide all labor, tools, materials, equipment, supplies and transportation necessary to provide City with residential rehabilitation contractor services for the property located at 708 W. Beach as required in City's Request for Bid No. RFB-0086 that is attached and incorporated by reference as Exhibit "A". Such services shall include, but not limited to: (1) exterior work – removal, disposal, and installation of rain gutters, lighting, fencing and gate, garage door springs, windows, doors, landscaping; (2) interior work – installation of new carbon dioxide/smoke detectors; painting; kitchen and bathroom remodeling; new garbage disposal, stove, refrigerator, washer and dryer; and (3) final clean up.

1           1.2 Licenses/Permits. Contractor shall obtain, at its own expense, all  
2 necessary licenses and permits, including but not limited to those required by the City  
3 of Inglewood, to perform the services contemplated by this Agreement.

4           1.3 Conflict of Interest. Contractor covenants that neither it, nor any of its  
5 employees, agents, contractors, and/or subcontractors has any interest, nor shall they  
6 acquire any interest, direct or indirect, in the subject of the Contract, nor any other  
7 interest which would conflict in any manner or degree with the performance of its  
8 services hereunder.

9           1.4 Warranty. Contractor warrants that it shall perform the services required  
10 by this Agreement in compliance with all applicable Federal and California  
11 employment laws including, but not limited to, those laws related to minimum hours  
12 and wages; occupational health and safety; fair employment and employment  
13 practices; workers' compensation insurance and safety in employment; and all other  
14 Federal, State and local laws and ordinances applicable to the services required under  
15 this Agreement.

16           1.5 Professional Practices. It is mutually agreed that City is relying upon the  
17 professional skill of Contractor as a specialist in the work. Contractor shall perform all  
18 services required by this Agreement in a first-class manner and shall conform to the  
19 highest and best professional standards of quality observed by a person practicing in  
20 Contractor's profession. Acceptance of the Contractor's work by City does not  
21 operate as a release of Contractor's representations.

## 22                           **ARTICLE 2 -- SCOPE OF CITY'S DUTIES**

23           2.1 City shall provide Contractor with such necessary and appropriate  
24 information which it possesses and which are necessary for carrying out the work as  
25 outlined in Scope of Services.

## 26                           **ARTICLE 3 -- COMPENSATION**

27           3.1 Maximum Compensation. The total maximum compensation paid to  
28 Contractor for all labor, tools, materials, equipment, supplies and transportation in

1 performance of all services shall not exceed the sum of **forty two thousand forty**  
2 **dollars (\$42,040.00)**. Contractor shall not charge and City shall not pay any finance  
3 charges and/or late fees on any overdue invoices.

4 3.2 Invoices. All invoices submitted by Contractor shall be submitted on a  
5 monthly basis and shall contain: (1) date of invoice; (2) sequential invoice number; (3)  
6 City Agreement Number; (4) total Agreement Amount; (5) total invoice amount; (6)  
7 description of service or supplies provided; (7) Contractor's employee name providing  
8 service and time spent; (8) total billed to date; and (9) total amount remaining on  
9 Agreement. Any additional services approved and performed pursuant to this  
10 Agreement shall be designated as "Additional Services", and shall identify the number  
11 of the authorized change order, where applicable, on all invoices.

12 3.3 Documentation. Contractor shall be responsible for the cost of supplying  
13 all documentation necessary to verify the monthly billings to the satisfaction of City and  
14 shall certify, on each invoice, that it is entitled to receive the amount invoiced.

15 3.4 Additional Services. No compensation will be provided for any other task  
16 service(s) or expenses without the specific prior written consent from the City.

#### 17 **ARTICLE 4 – NOTICES**

18 4.1 Notices. Any notices given pursuant to this Agreement shall be deemed  
19 received and effective when properly addressed, postage prepaid, and deposited in  
20 the United States mail to the respective parties as follows:

21 **City:**  
22 City Clerk  
23 City of Inglewood  
24 One Manchester Boulevard  
25 Inglewood, CA 90301  
26 **with a copy to:**  
27 Housing Manager  
28 One Manchester Boulevard  
Inglewood, CA 90301

**Contractor:**  
Danny Kirkpatrick, President  
D.A.K. Management, Inc.  
814 W. Beach Avenue  
Inglewood, CA 90302

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**ARTICLE 5 – TERM & TERMINATION**

5.1 Term. This Agreement shall expire on **March 31, 2014**, unless otherwise terminated or suspended.

5.2 Notice of Termination. The City reserves and has the right and privilege of immediately canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

5.3 Compensation. In the event of termination, Contractor shall within fifteen (15) days submit its final accounting report to City. Additionally, City shall pay Contractor for reasonable costs incurred and professional services, that are not in dispute and satisfactorily performed, in the opinion of the City Manager, up to and including the date of City's written notice of termination.

**ARTICLE 6 -- NO AGENCY RELATIONSHIP**

6.1 Independent Contractor. No agency relationship between Contractor and City is intended or created by this Agreement. Contractor is not authorized and shall not at any time or in any manner represent that it is an agent, servant, or employee of City; it being expressly understood that Contractor is and at all times shall remain a wholly independent contractor. Contractor shall have no authority to bind City in any manner, to incur any obligation, debt, or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred in writing by an authorized representative of City.

6.2 No Retirement/Health Benefits. Neither Contractor, nor any of Contractor's officers, employees, or agents, shall obtain rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees.



1 Contractor expressly waives any claim Contractor may have to any such rights.  
2 Contractor agrees to purchase its own worker's compensation insurance for California.

3       6.3 CalPERS Eligibility Indemnification. In the event that Contractor or any  
4 employee, agent, or subcontractors under this Agreement claims or is determined by a  
5 court of competent jurisdiction or the California Public Employees Retirement System  
6 (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City,  
7 Contractor shall indemnify, defend, and hold harmless City for the payment of any  
8 employee and/or employer contributions for CalPERS benefits on behalf of Contractor  
9 or its employees, agents, or subcontractors, as well as for the payment of any  
10 penalties and interest on such contributions, which would otherwise be the  
11 responsibility of City.

12       Notwithstanding any other agency, state or federal policy, rule, regulation, law  
13 or ordinance to the contrary, Contractor and any of its employees, agents, and  
14 subcontractors providing service under this Agreement shall not qualify for or become  
15 entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any  
16 incident of employment by City, including but not limited to eligibility to enroll in  
17 CalPERS as an employee of City and entitlement to any contribution to be paid by City  
18 for employer contributions and/or employee contributions for CalPERS benefits.

#### 19                                   **ARTICLE 7 – OWNERSHIP OF DOCUMENTS**

20       7.1 Ownership of Documents. All documents prepared, developed, or  
21 discovered by Contractor in the course of providing any services pursuant to this  
22 Agreement including but not limited to original studies, surveys, reports, data, notes,  
23 computer files, and all other documents are and shall remain the sole property of the  
24 City and may not be used, reused, or otherwise disposed of without the permission of  
25 the City. Upon completion, expiration, or termination of this Agreement, Contractor  
26 shall give City all such documents, including but not limited to original studies, surveys,  
27 reports, data, notes, computer files, files, and other documents within ten (10) days of  
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1 delivery of termination notice, completion or expiration of this Agreement, at no cost to  
2 City.

3 **ARTICLE 8 --**

4 **CONFIDENTIAL INFORMATION, RELEASE OF INFORMATION**

5 8.1 Confidentiality. All information gained or work product produced by  
6 Contractor in performance of this Agreement shall be considered confidential, unless  
7 such information is in the public domain. Contractor shall not release or disclose any  
8 such information or work product to persons or entities other than City without prior  
9 written authorization from the City Manager, except as may be required by law.

10 8.2 Subpoena Response. Contractor, its officers, employees, agents, or  
11 subcontractors, shall not voluntarily provide declarations, letters of support, and  
12 testimony at depositions, respond to a court order or subpoena, response to  
13 interrogatories, or other information concerning the work performed under this  
14 Agreement without City's prior written approval.

15 Contractor shall promptly notify City should Contractor, its officers, employees,  
16 agents, or subcontractors are served with any summons, complaint, subpoena, notice  
17 of deposition, request for documents, interrogatories, request for admissions, or other  
18 discovery request, court order, or subpoena from any party regarding this Agreement  
19 and the work performed thereunder. City retains the right to be present at any  
20 deposition, hearing, or similar court-ordered proceeding. Contractor agrees to  
21 cooperate fully with City and to provide City with the opportunity to review any  
22 response to discovery requests served on Contractor and proposed responses  
23 thereto. However, this right to review any response does not imply or mean the right  
24 by City to control, direct, or rewrite said response.

25 8.3 Indemnification/Reimbursement. If Contractor, or any officer, employee,  
26 agent, or subcontractor of Contractor, provides any information of work product in  
27 violation of this Agreement, then City shall have the right to reimbursement and  
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1 indemnity from Contractor for any damages, costs, and fees, including attorney fees,  
2 caused by or incurred as a result of Contractor's negligence and/or wrongful conduct.

3 **ARTICLE 9 – INSURANCE, HOLD HARMLESS AND BOND**

4 9.1 Insurance Requirements:

5 9.1.1 Acceptability of Insurers. Insurance is to be placed with insurers  
6 authorized to conduct business in the State of California and have a current A.M. Best  
7 rating of not less than A:VII.

8 9.1.2 Insurance Verification. Contractor shall furnish the City with original  
9 certificates and amendatory endorsements affecting coverage required by this clause.  
10 The endorsements should be on forms provided by the City or on other than the City's  
11 forms, provided those endorsements or policies conform to the requirements. All  
12 certificates and endorsements are to be received and approved by the City before  
13 work commences. The City reserves the right to require complete, certified copies of  
14 all required insurance policies, including endorsements affecting the coverage required  
15 by these specifications at any time.

16 9.1.3 Commencement of Services. Contractor, and/or sub-contractor, shall  
17 not commence services under this Agreement until it has provided evidence  
18 satisfactory to the City Attorney that it has secured all insurance required under this  
19 section. Contractor shall procure and maintain for the duration of the Agreement  
20 insurance against claims for injuries to persons or damages to property that may arise  
21 from or in connection with the performance of work hereunder by the Contractor, his  
22 agents, representatives, or employees. The cost of such insurance shall be borne by  
23 the Contractor.

24 9.2.0 Minimum Scope and Limits of Insurance. Contractor shall obtain and  
25 maintain during the life of this Agreement all of the following insurance coverage:

26 9.2.1 Comprehensive general liability, including premises-operations,  
27 products/completed operations, broad form property damage, blanket contractual  
28 liability, independent contractors, personal injury with a policy limit of not less than One

1 Million Five Hundred Thousand Dollars (\$1,500,000.00), combined single limits, per  
2 occurrence and aggregate.

3 9.2.3 Automobile liability for any vehicle (Code 1) with a policy limit of not less  
4 than One Million Five Hundred Thousand Dollars (\$1,500,000.00), combined single  
5 limits, per occurrence and aggregate.

6 9.2.4 Workers' compensation insurance as required by the State of California.  
7 Contractor agrees to waive, and to obtain endorsements from its workers'  
8 compensation insurer waiving, subrogation rights under its workers' compensation  
9 insurance policy against the City and to require each of its subcontractors, if any, to do  
10 likewise under their workers' compensation insurance policies.

11 9.2.5 Professional errors and omissions ("E&O") liability insurance with policy  
12 limits of not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00),  
13 combined single limits, per occurrence and aggregate. Contractor shall obtain and  
14 maintain, said E&O liability insurance during the life of this Agreement and for three  
15 years after completion of the work hereunder. **(NOT REQUIRED)**

16 9.3.0 Endorsements. The comprehensive general liability insurance and auto  
17 insurance policies shall contain or be endorsed to contain the following provisions:

18 9.3.1 Additional insureds: "The City of Inglewood and its elected and  
19 appointed boards, officers, agents, and employees are additional insureds with respect  
20 to this subject project and contract with City."

21 9.3.2 Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the  
22 coverage reduced, until thirty (30) days after written notice is given to City. City will  
23 accept ten (10) days prior written notice for non-payment of premium.

24 9.3.3 Primary Insurance & Non-Contributing insurance: "This insurance is  
25 primary and any other insurance maintained by the City of Inglewood shall be excess  
26 and not contributing with the insurance provided by this policy."

27 9.4 Deductibles. If any of such policies provide for a deductible or self-  
28 insured retention to provide such coverage, the amount of such deductible or self-

1 insured retention shall be approved in advance by City. No policy of insurance issued  
2 as to which the City is an additional insured shall contain a provision which requires  
3 that no insured except the named insured can satisfy any such deductible or self-  
4 insured retention.

5 9.5 Hold Harmless: Contractor agrees to hold City harmless from any  
6 liability for bodily or personal injury to or death of any person and for injury to or loss of  
7 any property resulting from or arising out of the negligent or wrongful acts of  
8 Contractor, its officers, employees, agents, or representatives, in performance or  
9 failure to perform any services required by this Agreement.

#### 10 **ARTICLE 10 -- MISCELLANEOUS**

11 10.1 Extra Work. Contractor shall not receive compensation for any services  
12 provided outside the scope of services listed above unless approved in writing by the  
13 City Council. It is specifically understood that oral requests and/or approvals of such  
14 additional services or additional compensation shall be barred and are unenforceable.

15 10.2 Authority to Sign Agreement. The person executing this Agreement on  
16 behalf of the Contractor warrants that: (1) the Contractor is duly organized and  
17 existing; (2) he/she is duly authorized to execute this Agreement on behalf of the  
18 Contractor; (3) by so executing this Agreement, the Contractor is formally bound to the  
19 provisions of this Agreement; and (4) the entering into this Agreement does not violate  
20 any provision of any other Agreement to which the Contractor is bound.

21 10.3 Right to Audit. City shall have access to and the right to examine,  
22 audit, excerpt copy or transcribe any pertinent transaction, activity, or record relating  
23 to this Agreement. City auditors, at all reasonable times, shall have access to the  
24 offices of Contractor and its subcontractors, and all necessary records, and shall be  
25 provided adequate working area for the City auditors to conduct audits in compliance  
26 with this Agreement. Such working area shall include: a desk, chair, calculator and  
27 telephone, and shall have ready access to a photocopy and facsimile machine. City  
28 auditors shall be allowed to interview any employee of Contractor and its

1 subcontractors throughout the term of this Agreement and for a period of three (3)  
2 year after final payment or longer if required by law.

3 All materials, including all pertinent financial records and proprietary data, shall  
4 be stored and maintained by Contractor at its main facility. Originals and/or copies of  
5 such documents or records shall be provided, at Contractor's expense, directly to the  
6 City.

7 Where City has reason to believe that any of the documents or records required  
8 to be maintained pursuant to this section may be lost or discarded due to dissolution  
9 or termination of Contractor's business, City may, by written request, require that  
10 custody of such documents or records be maintained by the requesting party. Access  
11 to such documents and records shall be granted to City, as well as to its successors-  
12 in-interest and authorized representatives.

13 10.4 Non-Assignability. Contractor shall not assign any interest in this  
14 Agreement and shall not transfer any interest in the same, whether by assignment or  
15 novation, without prior written approval of City.

16 10.5 Prevailing Wages. Contractor is aware of the requirements of California  
17 Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of  
18 Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require  
19 the payment of prevailing wage rates and the performance of other requirements on  
20 "public works" and "maintenance" projects. If the Services are subject to the  
21 Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage  
22 Laws.

23 10.6 Equal Opportunity Employment. Contractor shall not engage in unlawful  
24 employment discrimination. Such unlawful employment discrimination includes, but is  
25 not limited to, employment discrimination based upon a person's race, religious creed,  
26 color, national origin, ancestry, physical handicap, medical condition, marital status,  
27 gender, citizenship or sexual orientation.

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1           10.7 Labor Certification. By its signature hereunder, Contractor certifies that  
2 it is aware of the provisions of Section 3700 of the California Labor Code which  
3 require every employer to be insured against liability for Worker's Compensation or to  
4 undertake self-insurance in accordance with the provisions of that Code, and agrees  
5 to comply with such provisions before commencing the performance of the Services.

6           10.8 No Third Party Beneficiaries. There are no intended third party  
7 beneficiaries of any right or obligation assumed by the Parties.

8           10.9 Interpretation. The parties waive any benefits from the principles of  
9 *contra proferentum* and interpreting ambiguities against drafters. No party shall be  
10 deemed to be the drafter of this Agreement, or of any particular provision or  
11 provisions, and no part of this Agreement shall be construed against any party on the  
12 basis that the particular party is the drafter of any part of this Agreement.

13           10.10 Titles. Article titles, paragraph titles or captions contained herein are  
14 inserted as a matter of convenience and for reference, and in no way define, limit,  
15 extend, or describe the scope of this Agreement or any provision hereof.

16           10.11 Counterparts. This Agreement may be executed in counterparts, and  
17 when each party hereto has signed and delivered at least one such counterpart, each  
18 counterpart shall be deemed an original and, when taken together with the other  
19 signed counterparts, shall constitute one Agreement, which shall be binding upon and  
20 effective as to all parties hereto.

21           10.12 Severability; Invalidity. In the event that any condition or covenant  
22 herein is held to be invalid or void by any court of competent jurisdiction, the same  
23 shall be deemed severable from the remainder of the Agreement and shall in no way  
24 affect any other covenant or condition herein contained as long as the invalid provision  
25 does not render the Agreement meaningless with regard to a material term in which  
26 event the entire Agreement shall be void. If such condition, covenant, or other  
27 provision shall be deemed invalid due to its scope of breadth, such provision shall be  
28 deemed valid to the extent of the scope of breadth permitted by law.

1           10.13 Governing Law; Venue. This Agreement shall be interpreted, construed  
2 and governed according to the laws of the State of California. In the event of litigation  
3 between the parties, venue in state trial courts shall lie exclusively in the County of  
4 Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue,  
5 Torrance, California 90503-5058. In the event of litigation in the United States District  
6 Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

7           10.14 Entire Agreement. This Agreement is the entire, complete, final and  
8 exclusive expression of the parties with respect to the matters addressed therein and  
9 supersedes all other Agreements or understandings, whether oral or written, or  
10 entered into between Contractor and City prior to the execution of this Agreement. No  
11 statements, representations or other Agreements, whether oral or written, made by  
12 any party which are not embodied herein shall be valid and binding unless in writing  
13 and duly executed by the parties or their authorized representatives.

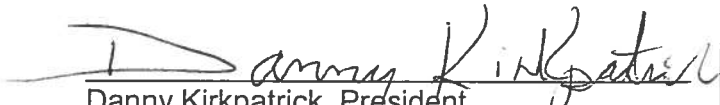
14           **IN WITNESS WHEREOF**, the City of Inglewood and Contractor, have executed  
15 this Agreement as of the date first above written.

16 **CITY OF INGLEWOOD**

**D.A.K. MANAGEMENT, INC.**

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James T. Butts, Jr., Mayor

  
\_\_\_\_\_  
Danny Kirkpatrick, President

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Yvonne Horton, City Clerk

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Cal P. Saunders, City Attorney



Attachment 2

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD,  
CALIFORNIA, AMENDING THE FISCAL YEAR 2013-2014 BUDGET RELATING TO  
CONSOLIDATED PLAN GRANT FUNDS**

**WHEREAS**, on July 16, 2013, the Mayor and Council Members adopted the Fiscal Year 2013-2014 Annual Action Plan, which allocated HOME Investment Partnership Act (HOME) Program funding; and

**WHEREAS**, subsequent to finalization of the Fiscal Year 2013-2014 budget expenditures it was determined that there were unexpended and unallocated HOME Consolidated Plan Grant funds

**WHEREAS**, the requested \$46,244 in HOME CHDO funds is currently available from uncommitted and unallocated funds in the United States Treasury Consolidated Plan Grant account for the City of Inglewood.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council Members of the City of Inglewood, California, that the City's FY 2013-2014 Annual Budget be amended to reflect the adjustments as shown in Attachment A attached hereto.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF INGLEWOOD

By \_\_\_\_\_  
Mayor, James T. Butts

ATTEST:  
\_\_\_\_\_

City Clerk, Yvonne Horton

APPROVED AS TO FORM:  
\_\_\_\_\_

Temporary City Attorney, Ken Campos

ATTACHMENT A

Fund: 221  
Agency: 031  
Orgn: 3158

GRANTS  
HOUSING, SECTION 8 AND CDBG  
HOME PROGRAM

<u>Object Code</u>	<u>FY2013-2014 Budget</u>	<u>Amended Budget</u>	<u>Increase</u>
45030 SPECIAL EXPENSE- Community Development & Housing	0	46,244	46,244
<b>Total</b>	0	46,244	46,244

**QUOTERS PROPOSAL AND STATEMENT PAGE**

To the Mayor and City Council  
City of Inglewood  
Inglewood, CA 90301

The undersigned proposes and agrees to furnish in accordance with the City's specifications:  
REHABILITATION OF 708 BEACH AVENUE PROPERTY

**EXTERIOR/SITE WORK**

- 1. Permits: \$ 750.00
  
- 2. Antennas and Satellites: \$ 150.00
  - Remove all antennas and satellite dishes from roof.
  - Remove antenna pole. Cut all metal protrusions minimum 6" below grade.
  
- 3. Roof: \$ 450.00
  - Inspect damaged section of roof. Install 1/2" exterior grade sheathing over existing lathing if applicable. Install new 30lb. Saturated felt base (ASTM), and new 3 tab dimensional intermediate-weight shingle or closest match. Install high profile hip and ridge cap SBS modified. The installation shall include all new sheet metal flashing where required - valleys, drip edges, roof jacks, pipe flashing, and vent caps. Seal all roof penetrations with appropriate mastic cement or sealant (blend as necessary) to insure integrity of the roof. Installation to be code complying and requires permits and inspection. Prep and finish all newly installed unfinished sheet metal in a color that complements new roof covering. The City shall select and approve roofing materials and color prior to application.
  
- 4. Rain Gutters: \$ ~~1000~~.00
  - Remove and dispose of existing rain gutters and downspouts throughout the dwelling and garage. Install new seamless baked enamel rain gutters and downspouts. Rain gutters shall be 5" in size and the downspouts shall be a minimum 2" x 3". Work shall include all necessary hardware and splash blocks. Apply sealer at all connecting joints to insure watertight seal.
  
- 5. Exterior Paint: \$ 3,500
  - Prepare all exterior walls, trim and fascia of dwelling and garage to receive fresh paint. Pull all nails and tacks; Fill all holes and cracks; Sand smooth all rough or paint curled surfaces; Apply primer to all bare or exposed wood. Replace all dry rotted or damaged wood prior to painting. Paint all exterior trim of dwelling and garage with exterior grade paint (minimum 2 coats), including eaves, eave overhangs, rafter tails, posts, patio trellis, etc.

6. Electrical: \$ 400.00

- Remove outlet located at rear of house. Replace vent cover if needed.
- Remove all exterior lights. Install (1) light by each door. Patch and paint where needed.

7. Plumbing: \$ 400.00

- Investigate drain line under house with inspection camera. Run a snake as necessary. Cap clean out.

8. Fence and Gates: \$ 450.00

- Remove fence and gate on driveway side of house. Install new fence and bi-swing gate.
- Remove passenger gate on north side of house and replace new dog-ear style gate.

9. Garage: \$ 500.00

- Bring electrical up to code. Install new outlet for garage door opener
- Remove and install new springs for garage door. Remove wood paneling on back of garage door.

10. Windows: (review lead report for procedure) \$ 3,675

- Remove the existing window(s) and install new retrofit. The new windows shall be vinyl, sliding, and dual glazed. In bedrooms each window shall meet egress per city code. Installation shall include all finishing elements associated with the replacement of the windows. Repair all surfaces affected by this work. The contractor shall verify opening size and color before ordering windows. Installation of new windows shall include the installation of new screens on the windows. All new windows shall have a U-value of .75 or greater, a Solar Heat Gain Coefficient (SHGC) value of .4 or greater, and the windows should be noted as being Low E windows.
- Repair security bar release in each bedroom.

These are approximate window sizes. Field measure for accurate sizes.

Bedroom 1		
125	-36"x47"	\$ <u>225</u>
125	-36"x47" (change to 36"x60" to meet egress)	\$ <u>225</u>
Bedroom 2		
125	-36"x47"	\$ <u>225</u>
125	-36"x47" (change to 36"x60" to meet egress)	\$ <u>225</u>
Living room		
125	-36"x47"	\$ <u>225</u>
125	-36"x47"	\$ <u>225</u>
125	-36"x47"	\$ <u>225</u>
Dining Room		
140	-42"x47"	\$ <u>240</u>
Kitchen		
125.00	-36"x44"	\$ <u>225</u>
140.00	-48"x48"	\$ <u>240</u>
Bathroom		
100	-24"x23"	\$ <u>200</u>

11. Doors:

\$ 1,800.00

500.00

- Remove and replace (2) exterior entry doors with new code complying raised panel entry door with light. Install new hinges and weather stripping on all doors.
- Contractor shall provide and install new security door on front door and rear door. Provide entry lockset with deadbolt keyed to match existing front door hardware. Remove security gate at front porch.

12. Landscape:

\$ 300.00

50.00

00.00

50.00

- Trim all hedges and trees away from house, garage and back wall.
- Remove tree and any over grown plants in planter box. Repair planter box at front of house may use existing brick.
- Clean French Drain. Test to make sure water drains properly. *NOT CONNECTED*

Interior Work

1. Electrical:

\$ 850

- Install a new interconnected hardwire smoke detectors in (2) bedrooms. Include (1) interconnected carbon dioxide/ smoke detector at a point centrally located in the corridor or area giving access to each separate sleeping area in accordance with Section 310.9.1.2 of the Uniform Building Code. Use Photoelectric when within 12' of heating source.
- Remove (10) light switches and switch covers and install new white switches and covers.
- Remove (17) outlets and outlet covers and install new white outlets and covers.

2. Paint/ Drywall: (review lead report for procedure)

\$ 2,500.00

- Prepare interior walls and molding throughout the dwelling to receive fresh paint. This includes Kitchen after demo. Inspect all surfaces and fill in all holes and cracks, sand to a smooth finish, match wall texture throughout and prime areas where repairs have been done. Install one coat of primer and two coats of paint on all walls as per standard specifications. Use drop clothes to protect all that is not to be painted. Protect all hardware and all other surfaces not intended for paint. Use Swiss Coffee paint throughout the house. Use Semi-gloss in kitchen, bathrooms, wood castings, trims and moldings.

3. Flooring:

\$ 3,100.00

350.00

1300.00

650.00

100.00

700.00

- Remove all flooring throughout house to the subfloor. Replace any damaged subfloor and secure the attachment to existing floor joist, (i.e. re-nail, screw subfloor to each joist). Prepare flooring to provide for a smooth and level surface, ready to receive the new flooring.
- Install new carpet (\$12) and pad(\$3) in the living areas throughout house.
- Install Luxury Vinyl Tile (LTV) flooring medium brown with quarter round in kitchen and laundry room. Patch all holes and cracks to provide for a smooth, professional finish. The contractor shall install a new wax ring and caulk at base when setting toilet.
- Install new 3" primed pine molding throughout house.

Kitchen

- A drawing must be provided and approved by the City of Inglewood.

## 1. Upper Cabinets:

\$ 2,500.00

- Remove and dispose of the existing wall (upper) kitchen cabinets and cabinets in laundry room. Pull all nails and repair any wall damage due to the change out. Leave the area in a completed state to match existing surfaces. Install new cabinet with solid wood fronts and durable framing and with all required hardware. Cabinets should be flush to ceiling. All work to be level, plumb and true. The cabinets are to be shimmed true and screwed to each stud in the wall. Fit closely and seal all holes and openings where pipes, wire, and other materials may come through. The City shall select and approve cabinet drawer front and door styles, stain color and hardware from samples provided by the contractor.

## 2. Lower Cabinets:

\$ 3,500.00

- Remove and dispose of the existing lower (base) kitchen cabinets. Pull all nails and repair any wall damage due to the change out. Leave the area in a completed state to match existing surfaces. Install new stain grade cabinet with solid hardwood fronts and framing with no backing and with all required hardware. All work to be level, plumb and true. The cabinets are to be shimmed true and screwed to each stud in the wall. Fit closely and seal all holes and openings where pipes, wire, and other materials may come through. After installation of the tile countertop, contractor shall reinstall existing plumbing fixtures. Replace under sink drain lines, traps, angle stops, etc. Patch and repair the wall under the sink to provide watertight seal. Repair any damaged tile or install new tile if new cabinets do not reach existing floor.

## 3. Countertop:

\$ 1,200.00

- Remove existing ceramic tile countertop and back splash in the kitchen. Prepare countertop underlayment to provide for a smooth and level surface to receive the new countertop. Install the solid surface countertop and 4" back splash.

## 4. Install New Kitchen Sink and Faucet:

\$ 600.00

- Remove and replace kitchen sink and faucet. The new sink shall be double basin, stainless steel sink. The new kitchen sink faucet shall be single lever and adjustable spray showerhead with a swing spout. The sink faucet shall be chrome in color. Price shall include the replacement of all plumbing waste and water lines up to and including the angle stop.

## 5. Lighting:

\$ 550.00

- Remove florescent lighting and install (4) 4" IC rated can lights with a standard white trim and energy saving florescent bulbs.

## 6. Installation of Exhaust Hood:

\$ 450.00

- Remove and replace the existing exhaust hood over the kitchen stove. The new exhaust hood shall match existing opening size. The contractor shall connect the new duct through to the roofline.

7. Install New Garbage Disposal:

\$ 375.00

- Remove and replace existing garbage disposal. New garbage disposal shall be Incinerator ¾ HP (or equal) garbage disposal. Price shall include replacement of plumbing and/or electrical as necessary to assure proper operation. Install per city code.

8. Stove:

\$ 725.00

- Supply and Install a new 30" freestanding gas range per city code.

9. Refrigerator:

\$ 1200.00

- Supply and Install a new 36" 25.1 cu. Ft. or equal side by side refrigerator. Refrigerator shall be energy efficient. Contractor has an allowance of \$1200 including tax. Connect water supply line.

10. Washer and dryer:

\$ 1,700.00

- Supply and install a new 27" front load Energy Star washer.
- Supply and install a new 27" front load gas dryer.

Bathroom

1. Shower Stall:

\$ 825.00

- Remove the shower floor tile and install new shower pan. Install new slip resistant tiles with 1/8" grout lines. Contractor shall have an allowance of \$3.00 per square foot.
- Install new ADA compliant folding shower seat.
- Install shower rod and floor length curtain.

250  
300  
200  
75

2. Install New Toilet:

\$ 450.00

- Remove and replace the existing toilet at bathroom. The new toilet shall be ADA compliant with low-flow (1.28 gallons per flush or lower). The contractor shall install a new wax ring and caulk at base. Prior to setting the water closet, the contractor shall snake line to make sure proper drainage is being provided. ACH shall select and approve the color of the toilet.
- Install ADA compliant grab bar.

3. Install New Bathroom Sink and Faucet:

\$ 210.00

- Remove the existing bathroom vanity. Install a new wall-mount bathroom sink. The faucet shall be all metal body equipped with a hot limit safety stop, with a 2.5 gpm/min flow restrictor. Price shall include the replacement of flex lines to the angle stop to also include the angle stop.

4. Mirror:

\$ 55.00

- Remove and install new mirror. Mirror should be proper size and centered over vanity.

OPTION- Walk in tub:

\$ 4,800.00

- Demo existing shower stall and install left hand drain walk-in bath. Bath requires its own dedicated circuit with new GFCI.
- The contractor shall build a box to fill space between tub and wall. Prepare the box and walls to provide for a smooth and level surface, ready to receive the new ceramic tile. Install new tiles with 1/8" grout lines.. Contractor shall have an allowance of \$3.00 per square foot. The tile shall be installed 72" from the tub drain.

3,800  
1,000

FINAL CLEAN

1. Debris: \$ 2,500.00  
 Remove all construction debris from residence.
2. Clean Garage: \$ 75.00  
 Broom clean; remove all dirt and cobwebs from all surfaces.
3. Residence: \$ 500.00  
 Sweep clean all exterior work areas; vacuum all interior areas, removing all visible dust, stains, labels and tags.

Grand Total \$ 37,240.00  
Grand Total with Option \$ ~~42,290.00~~  
42,040

Pricing is to include all taxes and fees



REFERENCES

PLEASE PROVIDE REFERENCES ON SIMILAR TYPE OF WORK

- 1 Organization/Agency: City of Inglewood / ACH  
Contact Person: Jeff & Justin Phone: 310-335-2090  
Work Performed: Rehab - 926 S. Inglewood  

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Contract Value 41,750.00
- 2 Organization/Agency: City of Inglewood / ACH  
Contact Person: Jeff & Justin Phone: 310-335-2090  
Work Performed: Rehab  
8708 Edmondson Place  

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Contract Value 26,000
- 3 Organization/Agency: ONE United Bank  
Contact Person: Delfino Perez Phone: 310-335-2090  
Work Performed: Rehab Remodel  

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Contract Value 200,000
- 4 Organization/Agency: ONE United Bank  
Contact Person: Delfino Perez Phone: 323-290-7532  
Work Performed: Rehab  
10055 S. Western Ave 90049  

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Contract Value 78,000
- 5 Organization/Agency: ONE United Bank  
Contact Person: Delfino Perez Phone: 323-290-7532  
Work Performed: Rehab  
2921 Frances Ave  
LA. 90005;  

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Contract Value 100,000.00
- 6 Organization/Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Work Performed: \_\_\_\_\_  

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Contract Value \_\_\_\_\_

RFQ-0086

BIDDER'S PROPOSAL AND STATEMENT PAGE

TOTAL DOLLAR AMOUNT IN WORDS

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

The undersigned understands that the City of Inglewood reserves the right to accept or reject any or all bids submitted and to re-advertise at its discretion.

D.A.K. Management Inc.

Company's Legal Name

814 W. Beach Avenue

Street Address of Company

Inglewood, California 90302 310-567-6608

City

State

Zip code

Phone number

Danny Kirkpatrick CEO

11-5-13

Authorized Signature

Title

Date

Mr. Danny Kirkpatrick

Type or Print Above Name

90-0142747

Tax Identification Number

The original copy of the BID must be signed in writing, and sealed in an envelope or package.