AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KORADE AND ASSOCIATES BUILDERS, INC. FOR REMOVAL OF LOOSE BRICK VENEER AT THE SOUTHWEST CORNER OF THE 221 NORTH CRESCENT PARKING STRUCTURE

NAME OF CONTRACTOR: Korade And Associates Builders, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: David Korade, President

CONTRACTOR'S ADDRESS: PO Box 268
Topanga, CA 90290

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Alan Schneider,
Director of Project Administration

COMMENCEMENT DATE: Upon receipt of Notice to Proceed

TERMINATION DATE: 120 Days from Notice to Proceed

CONSIDERATION: Base Bid $10,100;
Contingency for additional work not to exceed $3,000;
Total not to exceed $13,100.00 (includes all applicable sales tax);
and more particularly described in Exhibit B-1
AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KORADE AND ASSOCIATES BUILDERS, INC. FOR REMOVAL OF LOOSE BRICK VENEER AT THE SOUTHWEST CORNER OF THE 221 NORTH CRESCENT PARKING STRUCTURE

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Korade And Associates Builders, Inc. (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services provided ("the services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Services. CONTRACTOR shall perform the services as described in Exhibit A to the full satisfaction of CITY.

Section 2. Time of Performance. CONTRACTOR shall perform the services on or by the Termination Date set forth above, unless extended in writing by the City Manager or his designee pursuant to the same terms and conditions of the Agreement.

Section 3. Compensation. CITY agrees to compensate CONTRACTOR, and CONTRACTOR agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of CONTRACTOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. CONTRACTOR shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.
Section 6. CONTRACTOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for CONTRACTOR’s obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without the prior written consent of CITY.

Section 7. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR’s services under this Agreement.

Section 8. Changes to the Scope of Services. CITY may by written notice initiate any change to the scope of services. A corresponding equitable change in the Consideration of this Agreement will be made for each change ordered as mutually agreed upon by the parties in writing.

Section 9. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 10. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars ($2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(b) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the services required by this Agreement.

(c) CONTRACTOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(d) CONTRACTOR shall require each of its sub-consultants or subcontractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(e) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(f) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is
available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(g) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(h) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(i) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 11. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 12. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid full compensation for all services performed by CONTRACTOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONTRACTOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONTRACTOR for the full performance of the services required by this Agreement.

Section 13. Notice. Any notice required to be given to CONTRACTOR shall be deemed duly and properly given upon delivery, if sent to CONTRACTOR postage prepaid to
the CONTRACTOR's address set forth above or personally delivered to CONTRACTOR at such address or other address specified to CITY in writing by CONTRACTOR.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY’s address set forth above or personally delivered to CITY at such address or other address specified to CONTRACTOR in writing by CITY.

Section 14. Prevailing Wages. In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. CONTRACTOR will be required to pay to all persons employed on the project by the CONTRACTOR sums not less than the sums set forth in the documents entitled “General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1.” These documents can be reviewed in the office of the City Clerk or may be obtained from the State of California.

Section 15. Affirmative Action in Contracting Policy. CITY is an equal opportunity employer. Qualified firms owned by women, minorities and disabled persons are encouraged to submit bids or proposals. CONTRACTOR expressly agrees to comply with the CITY’s ordinances and regulations concerning Equal Opportunity Employment and Affirmative Action principles. CONTRACTOR and every supplier of materials and services shall be an “Equal Opportunity Employer” as defined by Section 2000(E) of Chapter 21 of Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by reason of race, creed, color, religion, age, sex or physical handicap with respect to the application for employment, hiring, tenure, or terms or conditions of employment of any person.

Section 16. Standard Specifications. In connection with contracts to which it may apply, and except as otherwise provided below, all public works construction Work shall be done in accordance with the provisions of the most current edition of “Standard Specifications for Public Works Construction” (commonly known as “the Green Book”) including Supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California, which specifications are hereinafter referred to as the “Standard Specifications.” The provisions of these General Specifications shall apply and/or shall supersede, as the case may be, provisions of the above referenced Standard Specifications.

Section 17. Compliance with Labor Laws. CONTRACTOR shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, prevailing wages, etc. CONTRACTOR shall comply with the provisions of Sections 1770-1777.5 of the California Labor Code, and Section 7-2 of the Standard Specifications, entitled “Labor.” The California Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the Work is to be done. A copy of the general prevailing rate of wages is on file with the City Clerk of CITY and is available for inspection and reference during regular business hours.
Section 18. Materials and Workmanship. CITY shall have the right to inspect any material used. Material furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer’s current specifications and catalogs, unless otherwise specified. Equipment, supplies or services that fail to comply with the Agreement requirements regarding design, material or workmanship may be rejected at the option of CITY. Any materials rejected shall be removed from CITY premises at the CONTRACTOR’s sole expense.

Section 19. Licenses and Permits. Except as provided herein below, CONTRACTOR shall obtain and pay for all permits and licenses required by federal, state or local law, rule or regulation. Costs for obtaining CITY permits required under this Agreement will be waived. All requirements for obtaining permits (including CITY permits) remain in effect and are not waived; only the costs of CITY permits are waived.

Section 20. Assignment of Unfair Business Practices. In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, CONTRACTOR or its subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arises from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

Section 21. Safety and Protection of Workers. Pursuant to Public Contract Code Section 7104, if any work under this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface:

(a) CONTRACTOR shall promptly, and before the following conditions are disturbed, notify CITY, in writing, of any:

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

(ii) Subsurface or latent physical conditions at the site differing from those indicated.

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

(b) CITY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR’s cost of, or the time required for, performance of any part of the work shall be in the form of a written amendment to the Agreement.
Section 22. Special Conditions.

(a) Hours of Work. All construction activity shall be performed only between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday. For any construction activity to be performed after these hours or on weekends, CONTRACTOR shall obtain the written approval of the CITY’s representative.

(b) Conduct of the Work. Workmen shall behave, at all times, in a courteous, professional manner. While on site, or entering or exiting the site, there shall be no loud noise, shouting or other extraneous activity that might cause disruption to City Hall staff or patrons. The operations of City Hall will remain open throughout the construction period.

(c) Storage will be limited to the Project area.

(d) CONTRACTOR shall have a competent representative on the Project site at all times Work is in progress. Communication given to the representative shall be binding as if given to the CONTRACTOR. CONTRACTOR shall immediately replace any individual who ceases to perform his duties satisfactorily, in the opinion of the CITY’s representative, with a qualified, competent replacement acceptable to the CITY’s representative.

(e) CONTRACTOR shall submit schedule information to the CITY’s representative for integration into the overall Project schedule. Activity information shall be of sufficient detail to ensure adequate coordination, planning and execution of the work within the Time of Performance required by the Agreement.

(f) Rubbish, debris, waste, dust or surplus materials, shall not be allowed to accumulate and shall be removed continuously and disposed of by the CONTRACTOR as the work progresses. The CITY may elect if required, upon written notice to the CONTRACTOR, to perform cleanup, the cost for which will be deducted from the Agreement amount.

Section 23. Attorney’s Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney’s fees and costs of such litigation.

Section 24. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.
Section 25. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 26. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the _________ day of ______________________. 200___, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

________________________
SCOTT G. MILLER
Director of Public Works and Transportation

________________________
CONTRACTOR: KORADE AND ASSOCIATES BUILDERS, INC.

________________________
DAVID KORADE
President

________________________
LINDA KORADE
Secretary

APPROVED AS TO FORM

APPROVED AS TO CONTENT:

________________________
LAURENCE S. WIENER
City Attorney

________________________
DAVID D. GUSTAVSON
Director of Public Works & Transportation
EXHIBIT A

SCOPE OF SERVICES

CONTRACTOR shall provide all materials, necessary equipment, and labor to perform the work described herein on the Beverly Hills Parking Structure located at 221 North Crescent Drive. CONTRACTOR shall safely remove and dispose of a portion the existing brick veneer measuring approximately 55 feet in length and 12 feet in height at the southwest corner of the building exterior. CONTRACTOR guarantees that the work shall be performed in accordance with the Scope of Work, specified herein and to CITY’s full satisfaction.

SCHEDULE OF WORK

Start work 10 days after receipt of approved agreement and Notice To Proceed
Complete work in 120 days after commencement

WARRANTY

One (1) year materials and labor
EXHIBIT B-1

SCHEDULE OF PAYMENTS

CITY shall compensate CONTRACTOR for the satisfactory performance of the work described in this Agreement to not to exceed amount of Ten Thousand One Hundred Dollars ($10,100.00).

The Contingency in the amount not to exceed Three Thousand Dollars ($3,000.00), is for additional, unforeseen and unanticipated work outside the scope of services described in Exhibit A, and shall not be undertaken without the express direction by the City in writing.

Compensation for said additional work shall be mutually agreed upon by the parties in writing.

The Fee and the Contingency together shall not exceed Eleven Thousand One Hundred Dollars ($11,100.00).
EXHIBIT B-2

Schedule of Payment

CONTRACTOR shall submit an itemized statement to CITY on a CITY approved form for its services performed, which shall include documentation setting forth in detail a description of the services rendered, and the hours of service, if appropriate. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of same.
EXHIBIT C
CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

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**ADDRESS**

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It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor’s officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company’s liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE:__________________________  BY:__________________________
Authorized Insurance Representative

AGENCY:________________________  ADDRESS:________________________

RM02.DOC REVISED 10/14/96.