

The Successor Agency to the Compton Community Redevelopment Agency, is a distinct and separate legal entity from the City of Compton, and was established by Resolution No. 1, adopted on February 7, 2012. The Successor Agency is limited to the assets and liabilities of the dissolved Community Redevelopment Agency (CRA) of the City of Compton and shall have the authority to perform the functions and duties described in Part 1.85 to Division 24 of the California Health and Safety Code.

GOVERNING BODY OF THE SUCCESSOR AGENCY

AGENDA

07/19/2022

6:30 PM

HEARING

6:15 P.M. - PUBLIC HEARING - TO CONSIDER A PURCHASE AND SALE AGREEMENT WITH CLIFFORD AND DOLORES L. WILLIAMS FOR THE ACQUISITION OF CERTAIN AGENCY OWNED PROPERTY (408 West Alondra Boulevard)

OPENING

ROLL CALL

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

APPROVAL OF MINUTES

1. MARCH 15, 2022
JULY 5, 2022

NEW BUSINESS

2. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A FIRST AMENDMENT AGREEMENT AND ISSUE A PURCHASE ORDER TO QUALITY ENVIRONMENTAL, INC. FOR THE DEMOLITION OF CERTAIN SUCCESSOR AGENCY-OWNED PROPERTIES (\$7,170)

DIRECTORS COMMENTS

ADJOURNMENT

MARCH 15, 2022

The Governing Body of the Successor Agency meeting was called to order at 8:08 p.m. in the Council Chambers of City Hall by Chairperson Emma Sharif.

ROLL CALL

Directors Present: M. Chambers, J. Bowers, L. Darden, Chairperson E. Sharif
Directors Absent: I. Galvan

Other Officials Present: E. Perrodin, A. Godwin, B. Mims, R. Simpson

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Lynn Boone raised concerns that the Compton Bulletin is not located in the City of Compton and further indicated that the Bulletin does not deliver newspapers to the residents in Compton.

Benjamin Holifield, President/Founder of the Compton Business Chamber of Commerce, urged the Successor Agency to do something with meaning so that the residents can see that the City is improving.

APPROVAL OF MINUTES

1. DECEMBER 28, 2021
FEBRUARY 15, 2022

On motion by Darden, seconded by Chambers, the minutes were approved by the following vote on roll call:

AYES: Directors – Chambers, Bowers, Darden, Sharif
NOES: Directors – None
ABSENT: Directors – Galvan

NEW BUSINESS

2. A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH EVERFENCE CORPORATION AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$28,416.00 FOR FENCING AT 110-114 NORTH BOWEN AVENUE AND 1425 EAST COMPTON BOULEVARD

On motion by Chambers, seconded by Darden, **Resolution Number 139** entitled ‘**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH EVERFENCE CORPORATION AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$28,416.00 FOR FENCING AT 110-114 NORTH BOWEN AVENUE AND 1425 EAST COMPTON BOULEVARD**’ was adopted by the following vote on roll call:

AYES: Directors – Chambers, Bowers, Darden, Sharif

NOES: Directors – None

ABSENT: Directors – Galvan

DIRECTORS’ COMMENTS

Director Darden offered a special ‘Thank You’ to Director Chambers for her timely assistance in obtaining a commendatory birthday celebration resolution.

WAIVER OF AGENDA TO CONSIDER SUBSEQUENT NEED ITEM – RESIGNATION OF MICHELLE CHAMBERS

On motion by Chambers, seconded by Darden, the agenda was waived to consider a subsequent need item by the following vote on roll call:

AYES: Directors – Chambers, Bowers, Darden, Sharif

NOES: Directors – None

ABSENT: Directors – Galvan

RESIGNATION OF CITY COUNCILMEMBER /DIRECTOR MICHELLE CHAMBERS

Director Chambers indicated that she would like to tender her resignation from the City Council effective March 17, 2022. Director Chambers stated that it has been a true honor and a privilege to proudly represent the residents of the great 1st District of the City of Compton.

On motion by Chambers, seconded by Darden, the Agency voted to accept the resignation of Michell Chambers by the following vote on roll call:

AYES: Directors – Chambers, Bowers, Darden, Sharif

NOES: Directors – None

ABSENT: Directors – Galvan

ADJOURNMENT

On motion by Bowers, seconded by Darden, the meeting was adjourned at 8:22 p.m. by the following vote on roll call:

AYES: Directors – Chambers, Bowers, Darden, Sharif

NOES: Directors – None

ABSENT: Directors – Galvan

Secretary of the Successor Agency

Chairperson of the Successor Agency

JULY 5, 2022

The Governing Body of the Successor Agency meeting was called to order at 7:02 p.m. in the Council Chambers of City Hall by Chairperson Emma Sharif.

ROLL CALL

Directors Present: D. Duhart, A. Spicer, J. Bowers, L. Darden, Chairperson E. Sharif

Directors Absent: None

Other Officials Present: E. Perrodin, A. Godwin, B. Mims, T. Thomas

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

Anthony Lewis discussed the development of 930 W. Compton Boulevard.

Mark Smith addressed issues not related to the Successor Agency.

Lynn Boone asserted that the rules of decorum allow for residents to address non-agenda items.

Secretary Alita Godwin informed the audience and Directors that the audience comments must be germane to the particular governing Body that is in session.

6:15 P.M. - PUBLIC HEARING - TO CONSIDER A PURCHASE AND SALE AGREEMENT WITH CLIFFORD AND DOLORES L. WILLIAMS FOR THE ACQUISITION OF CERTAIN AGENCY OWNED PROPERTY (408 West Alondra Boulevard)

On motion by Duhart, seconded by Spicer, the public hearing was re-scheduled for **July 19, 2022**, at **6:15 p.m.** by the following vote on roll call:

AYES: Directors – Duhart, Spicer, Bowers, Darden, Sharif

NOES: Directors – None

ABSENT: Directors – None

ADJOURNMENT

On motion by Darden, seconded by Spicer, the meeting was adjourned at 7:08 p.m. by the following vote on roll call:

AYES: Directors – Duhart, Spicer, Bowers, Darden, Sharif

NOES: Directors – None

ABSENT: Directors – None

Secretary of the Successor Agency

Chairperson of the Successor Agency

July 19, 2022

TO: HONORABLE CHAIRPERSON AND DIRECTORS
FROM: EXECUTIVE DIRECTOR
SUBJECT: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A FIRST AMENDMENT AGREEMENT AND ISSUE A PURCHASE ORDER TO QUALITY ENVIRONMENTAL, INC. FOR THE DEMOLITION OF CERTAIN SUCCESSOR AGENCY-OWNED PROPERTIES (\$7,170)

SUMMARY

Staff requests that the Board of Directors of the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Agency") authorize the Executive Director to enter into this first amendment agreement for Quality Environmental, Inc. to provide demolition and asbestos abatement services for Successor Agency-owned properties for Fiscal Year 2021-2022.

BACKGROUND

On April 6, 2021, the Board of Directors of the Agency adopted Resolution No. 125, which authorized the Executive Director to enter into a Demolition and Abatement Agreement with Quality Environmental, Inc. for Fiscal Year 2021-2022 to perform specified work (structural demolition and asbestos abatement) at specified properties owned by the Successor Agency in the amount of \$169,700.

STATEMENT OF ISSUE

Currently, Quality Environmental, Inc. has exhausted the existing Purchase Order. Quality Environmental, Inc. provided additional services to the Successor Agency at a cost that exceeded the initial \$169,700. The Successor Agency has an outstanding balance for work performed in the amount of \$7,170, in which funds are available in FY 2022-2023 budget in account number 1201-910-000-4269.

FISCAL IMPACT

This first amendment agreement for Quality Environmental, Inc. will not impact the General Fund. The Successor Agency has funds available in the amount of \$7,170 in account number 1201-910-000-4269.

**Staff Report – Resolution Authorizing Contract
First Amendment Quality Environmental, Inc.
Demolition and Abatement
Housing Successor Agency-owned Properties
Page 2**

RECOMMENDATION

Staff recommends that the Board of Directors adopt the attached Resolution.

**THOMAS THOMAS
EXECUTIVE DIRECTOR**

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A FIRST AMENDMENT AGREEMENT AND ISSUE A PURCHASE ORDER TO QUALITY ENVIRONMENTAL, INC. FOR THE DEMOLITION OF CERTAIN SUCCESSOR AGENCY-OWNED PROPERTIES (\$7,170)

WHEREAS, on April 6, 2021, the Board of Directors of the Agency adopted Resolution No. 125, which authorized the Executive Director to enter into a Demolition and Abatement Agreement with Quality Environmental, Inc. for Fiscal Year 2021-22 to perform specified work (structural demolition and asbestos abatement at specified properties owned by the Successor Agency in the amount of \$169,700; and

WHEREAS, staff request authorization that the Board of Directors of the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Agency") authorize the Executive Director to enter into this first amendment agreement for Quality Environmental, Inc. to provide demolition and asbestos abatement services for Successor Agency-owned properties for Fiscal Year 2021-2022; and

WHEREAS, currently, Quality Environmental, Inc. has exhausted the existing Purchase Order. Quality Environmental, Inc. provided additional services to the Successor Agency at cost that exceeded the initial \$169,700. The Successor Agency has an outstanding balance for work performed in the amount of \$7,170, in which funds are available in Fiscal Year 2021-2022 budget in account number 1201-910-000-4269; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS.

SECTION 1. That a purchase order in the amount of \$7,170 be authorized to Quality Environmental, Inc. to provide compensation for services provided.

SECTION 2. That funds are available in Fiscal Year 2022 - 2023 budget in account number 1201-910-000-4269.

SECTION 3. That a copy of this resolution shall be filed in the offices of the Secretary, General Counsel, City Controller.

SECTION 4. That the Chairperson shall sign and the Secretary shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2022

**CHAIRPERSON OF THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**

ATTEST:

**SECRETARY OF THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, Secretary to the Successor Agency of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Chairperson and attested by the Secretary at a regular meeting thereof held on the _____ day of _____, 2022.

That said resolution was adopted by the following vote, to wit:

AYES:	DIRECTORS-
NOES:	DIRECTORS-
ABSENT:	DIRECTORS-
ABSTAINS:	DIRECTORS-

**SECRETARY OF THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**

**FIRST AMENDMENT TO
DEMOLITION AND ABATEMENT AGREEMENT
BETWEEN
QUALITY ENVIRONMENTAL, INC. AND
THE CITY OF COMPTON**

This **FIRST AMENDMENT** to the Property Maintenance Services Agreement is made by and between THE **CITY OF COMPTON**, (hereinafter referred to as "**CITY**") and **QUALITY ENVIRONMENTAL, INC.** (hereinafter referred to a "**CONTRACTOR**").

RECITALS:

WHEREAS, on April 6, 2021, the City Council adopted Resolution No. 125, which authorized the City Manager to enter into a Demolition and Abatement Agreement with Quality Environmental, Inc. for Fiscal Year 2021-22 to perform specified work (structural demolition and asbestos abatement) at specified properties owned by the Successor Agency in the amount of \$169,700; and

WHEREAS, pursuant to the provisions of the Demolition and Abatement Services Agreement, Quality Environmental, Inc. is to perform specified work (structural demolition and asbestos abatement) at specified properties owned by the Successor Agency; and

WHEREAS, currently, Quality Environmental, Inc. has exhausted the existing Purchase Order. Quality Environmental, Inc. provided additional services to the Successor Agency at cost that exceeded the initial \$169,700. The Successor Agency has an outstanding balance for work performed in the amount of \$7,170; and

WHEREAS, the parties desire to amend the original Agreement with the Contractor to provide additional compensation in the amount of \$7,170 for additional services contracted for during the Fiscal Year 2021-2022; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of ____, 2022, the City Council authorized the City Manager to amend the Demolition and Abatement Agreement with Quality Environmental, Inc. to provide additional compensation in the amount of \$7,170.00 for services rendered during Fiscal Year 2021-2022.

WITNESSETH:

That the City and Contractor, for the consideration, terms and conditions herein described, mutually agree to amend the original Agreement as follows:

AMENDMENTS

1. The parties agree to amend **Section 3 – Compensation** of the original Agreement to revise the maximum amount of compensation payable to Consultant for services performed and completed pursuant to the Agreement during the Fiscal Year 2021-2022 by providing additional compensation in the not-to-exceed the amount of **Seven Thousand One Hundred Seventy dollars (\$7,170)**.

The parties agree to amend **Section 3** of the original Agreement to revise the agreed maximum compensation of \$169,700 to \$176,870 for Fiscal Year 2021-2022.

2. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Consultant all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **FIRST AMENDMENT** to the above-identified **DEMOLITION AND ABATEMENT AGREEMENT**.

QUALITY ENVIRONMENTAL, INC./CONTRACTOR

Dated: _____

By _____
Gustavo Escutia S, President

CITY OF COMPTON

Approved by:

Dated: _____

By _____
Thomas Thomas, Executive Director

Approved as to form:

By _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

**DEMOLITION AND ABATEMENT AGREEMENT
BETWEEN
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON
AND
QUALITY ENVIRONMENTAL, INC.**

This **AGREEMENT** is entered into by and between the **SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a distinct and separate legal entity from the City of Compton created pursuant to the laws of the State of California (hereinafter referred to as "**SUCCESSOR AGENCY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and **QUALITY ENVIRONMENTAL, INC.** (hereinafter referred to as "**CONTRACTOR**") located at 13123 Lakeland Road, Suite A, Santa Fe Springs, California 90670, (each a "Party" and collectively, the "Parties").

RECITALS

A. Successor Agency is a distinct and separate legal entity from the City of Compton created pursuant to the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California (License No. 876494) and has the background, knowledge, experience, skills, certifications and expertise to perform the obligations set forth in this Contract.

C. Successor Agency and Contractor enter into this Contract for the purpose of retaining Quality Environmental, Inc. (Contractor) to perform that specified work (structural demolition and asbestos abatement at specified properties owned by the Successor Agency) ("Project"/"Sites").

D. Authorization to enter into this Contract is pursuant to Resolution No. 125, adopted by the Board of Directors of the Successor Agency on April 6th, 2021.

NOW, THEREFORE, the Parties, for the consideration, terms and conditions herein described, mutually agree as follows:

1. Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for performing demolition and disposal of structures and debris with removal of asbestos required prior to demolition at the following Successor Agency-owned properties in the City of Compton:

<u>SITE</u>	<u>APN#</u>
601 West Compton Boulevard	6166-023-901
607 West Compton Boulevard	6166-023-902
625 East Compton Boulevard	6166-023-904
515 East Compton Boulevard	6166-022-900
14904 South Central Avenue	6143-011-902
501, 505 and 509 East Compton Boulevard	6166-022-901

Demolition and Abatement Services Agreement – Quality Environmental, Inc.
Demolition of Successor Agency-owned Properties
Resolution No. 125

More specifically, Contractor shall comply with, provide and perform that work specified within Successor Agency's "**Request for Proposals for Demolition Services**", released on February 11, 2021 and Contractor's "**Proposal for Demolition Services**" dated February 25, 2021, both of which are incorporated herein.

Contractor will be responsible for the professional quality, technical accuracy and coordination of the work. Contractor will, without additional compensation, correct or revise any errors or deficiencies in the work. Contractor agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the Successor Agency.

Contractor shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical work, materials, tools, equipment, transportation, telephone, etc. (except for those items that go beyond the scope of work specified above or that the Successor Agency expressly agrees to provide or perform), used by Contractor in connection with this work.

Contractor shall keep itself fully informed of and in compliance with all local, **state** and federal laws, rules and regulations in any manner affecting the performance of the Project, and shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Contractor shall be liable for all violations of such laws and regulations in connection with the Contractor's obligations on this Project. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Successor Agency, Contractor shall be solely responsible for all costs arising therefrom. Successor Agency is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a Successor Agency are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold Successor Agency, its officials, directors, officers, employees and agents (hereinafter "Successor Agency") free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

2. Key Personnel.

2.1 Contractor's Representative. Contractor hereby designates **Pedro Delval, Project Manager**, who shall be deemed to be Contractor's agent charged with administering this Contract and with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

2.2 Successor Agency's Representative. Successor Agency hereby designates **Victor Orozco, Chief Building Official** or his authorized designee as Successor Agency's Representative for this Project.

3. Compensation. The method of payment for this Contract shall be based on an agreed maximum flat lump sum for all services of **One Hundred Sixty-Nine Thousand Seven Hundred Dollars (\$169,700.00)**, payable at completion of all of the services.

The fees charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor work, expenses and subcontracted work. Any changes in the general scope of the work or a particular task, whether initiated by Successor Agency or Contractor, must be

Demolition and Abatement Services Agreement – Quality Environmental, Inc.
Demolition of Successor Agency-owned Properties
Resolution No. 125

made in writing and accepted by the Parties. If the Parties believe that an adjustment to compensation or any scheduled completion dates is justified as a result of a significant change, the Parties will negotiate in good faith and agree to an adjustment to the work. Each adjustment to the work or an assigned task shall detail the agreed changes to the applicable work/task, responsibility, duty, pricing, time line or other matters. The contract/task adjustment will become effective upon the execution of a Change Order by both Parties, and shall be made part of this Contract and the applicable agreed work adjustment. Contractor shall not incur any costs or modify its performance of the work based on the modifications set forth in a Change Order unless and until such Change Order is executed the Parties. Should any contract/task adjustments result in exceeding the maximum compensation authorized, authorization of the Successor Agency's legislative body may be required.

Contractor's invoice(s) shall be delivered or mailed to the **Executive Director of the Successor Agency of the City of Compton** at the following address: **Successor Agency of the City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, the Contractor shall be entitled to compensation for the undisputed reasonable value of work performed to the effective date of termination, including any non-cancellable obligations incurred prior to termination; provided, however, that the Successor Agency may condition payment of such compensation upon the Contractor's delivery to the Successor Agency of any and all Successor Agency property, documents, reports, records and materials associated with the performance of this Contract. If the Contract is terminated, in no event shall the amount(s) paid Contractor exceed the total agreed payable compensation of **\$169,700.00.**

4. **Commencement of Work.** Time is of the essence with respect to all time limits set forth in this Contract.

4.1 **Asbestos Abatement, Demolition and Removal Services.** Contractor agrees to commence the work provided for herein within **ten (10) calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Chief Building Official Director of his/her designee, and continue in a diligent, professional and worker-like manner without interruption until the work is completed. The Parties anticipate that the work may be completed within **sixty (60) working days** after commencement of the work (this period is inclusive of time to procure needed materials, mobilization, etc.), unless the Parties agree to a different completion schedule or this Contract is extended, suspended or terminated as provided herein.

.a Notwithstanding any other provisions of this Contract, Contractor shall not be obligated to perform any work and the Successor Agency shall not be obligated to accept or pay for any work performed by the Contractor prior to issuance of a Notice to Proceed. The Successor Agency's knowledge of work being performed prior to issuance of the Notice to Proceed shall not obligate the Successor Agency to accept or pay for such work. Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work pursuant to this Contract.

4.2 **Supervision of Work.** Contractor shall supervise and direct the work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over all services means, methods, techniques, sequences and procedures and for coordinating all portions of the work. Contractor's work, and the result thereof, will be performed with and be the product of a high degree of professional skill and expertise.

5. **Indemnity.** Contractor shall indemnify and save harmless the Successor Agency, its officials, officers, employees, agents and volunteers (collectively hereafter the "Successor Agency") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the Successor Agency and shall defend, indemnify and save the Successor Agency from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or

Demolition and Abatement Services Agreement – Quality Environmental, Inc.
Demolition of Successor Agency-owned Properties
Resolution No. 125

omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

This indemnification and hold harmless obligation does not extend to claims arising out of the sole negligence or willful misconduct of the Successor Agency.

6. Insurance.

6.1 Insurance Requirements. The Contractor shall not commence work under this Contract until it has provided evidence satisfactory to the Successor Agency that it has secured all insurance coverage required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until such subcontractor(s) has secured all insurance required under this Section 6.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the Successor Agency, Contractor will maintain the types of coverage's and minimum limits indicated below, unless the Successor Agency Executive Director, in consultation with the Successor Agency General Counsel approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Contract. Successor Agency, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Contract are adequate to protect Contractor. The coverage will contain no special limitations on the scope of its protection to the below-designated insureds except for Workers Compensation insurance. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the Successor Agency may immediately terminate this Contract.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Successor Agency.

6.2 Minimum Scope of Insurance. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work. All insurance required hereunder shall be primary with respect to any insurance maintained by the Successor Agency and shall not call on the Successor Agency's program for contributions. Program(s) of insurance shall include:

.a Commercial General Liability. Contractor shall provide and maintain at its own expense during the term of this Contract a policy of Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 11 88, with minimum limits of at least **One Million Dollars (\$1,000,000.00)** per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

.b Workers' Compensation Insurance and Employer's Liability. Contractor shall provide and maintain at its own expense during the term of this Contract a policy of Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of **One Million Dollars (\$1,000,000)** per accident for bodily injury and which specifically covers all persons providing work by or on behalf of the Contractor and all risks to such persons under the Contract. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

.c Automobile Liability. Contractor shall provide and maintain at its own expense during the term of this Contract a policy of Automobile Liability Insurance with coverage with minimum limits of **One Million Dollars (\$1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the

Demolition and Abatement Services Agreement – Quality Environmental, Inc.
Demolition of Successor Agency-owned Properties
Resolution No. 125

Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident."

.d Contractors Pollution Liability. Contractors Pollution Liability Insurance covering all of the Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of **Two Million Dollars (\$2,000,000.00)** per loss and **Five Million Dollars (\$5,000,000.00)** total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

6.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Successor Agency for approval.

.a The policy or policies of insurance required by Section 6.2.a (Commercial General Liability) shall be endorsed to provide the following:

(1) Additional Insured: The Successor Agency, its officials, officers, employees, agents, and volunteers shall be named as "*additional insured*" with regard to liability and defense of suits or claims arising out of the performance of the Contract.

(2) Additional Insured Endorsements shall not (a) be restricted to "ongoing operations"; (b) exclude "contractual liability"; (c) restrict coverage to "sole" liability of Contractor; or (d) contain any other exclusions contrary to the Contract.

(3) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Successor Agency, except ten (10) days written notice shall be provided for non-payment of premium.

.b The policy or policies of insurance required by Section 6.2.b (Workers' Compensation) shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified Parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Successor Agency, except ten (10) days written notice shall be provided for non-payment of premium.

.c The policy or policies of insurance required by Section 6.2.c (Automobile Liability) shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Successor Agency, except ten (10) days written notice shall be provided for non-payment of premium.

.d The policy or policies of insurance required by Section 6.2.d (Contractor's Pollution Liability) shall be endorsed to provide the following:

(1) Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

Demolition and Abatement Services Agreement – Quality Environmental, Inc.
Demolition of Successor Agency-owned Properties
Resolution No. 125

(2) For projects involving transportation of hazardous waste/materials, include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

(3) If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

6.4 Waiver of Subrogation. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified Parties. Policies shall contain or be endorsed to contain such provisions.

6.5 Deductible. Any deductible or self-insured retention must be approved in writing by the Successor Agency and shall protect the indemnified Parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.6 Evidence of Insurance. *The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the Successor Agency.* The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Successor Agency. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Successor Agency evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subcontractors. All subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Successor Agency as an "additional insured" to the subcontractor's policies.

7. Safety.

7.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the work.

7.2 Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

.a Employees and all other persons at the location(s) where work is rendered ("Site(s)");

.b Materials and equipment stored on the Site(s) or off the Site(s) at locations for use in performance of the work; and

.c The assigned project Site(s) and all property located at the Site(s), whether or not said property or structures are part of the project or involved in the work.

Demolition and Abatement Services Agreement – Quality Environmental, Inc.
Demolition of Successor Agency-owned Properties
Resolution No. 125

7.3 Contractor shall designate an individual at the Site(s) of the assigned project in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

7.4 Losses not insured under property insurance which may arise from the performance of the work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by Successor Agency as a cost of work, or in any other manner.

7.5 If Successor Agency deems any part of the work or Site unsafe, Successor Agency may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the work or take corrective measures. Neither Successor Agency's order nor Contractor's action in response thereto shall be the basis for adjustment in the contract price or contract time.

8. **Successors and Assigns.** Successor Agency and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to partners, successors, assigns and legal representatives of such other Party in respect to all covenants, contracts and obligations contained in the Contract. Neither Party to the Contract shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Successor Agency. Any attempted assignment of this Contract without the written consent of both Parties is void.

9. **Warranties.** The Contractor guarantees work performed at the location from defective workmanship for a period of one (1) year following completion of the project.

If within one (1) year after the date of completion of the Contract, any of the work is found to be defective or not in accordance with the Contract, the Contractor shall correct it promptly after receipt of a written notice from the Successor Agency to do so, at the Contractor's expense. This obligation shall survive termination of the Contract. The Successor Agency shall give notice promptly after discovery of the condition.

10. **Termination.** Notwithstanding any other provisions of this Contract, this Contract may be terminated as follows:

10.1 If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the Successor Agency may, without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice, terminate this Contract.

10.2 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if it fails to make prompt payment to subcontractors or for materials or labor, or it persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the Successor Agency may, without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice, terminate this Contract.

10.3 If either Party fails to perform or breaches any material obligation under this Contract, then, the non-breaching Party may, without prejudice to any other right or remedy and after giving the three (3) days written notice, terminate this Contract.

If the Successor Agency gives notice of termination, Contractor shall cease immediately all work in progress unless otherwise directed in writing by the Successor Agency. Upon termination Contractor shall furnish to the Successor Agency a final invoice for work performed to the date of the termination.

Demolition and Abatement Services Agreement – Quality Environmental, Inc.
Demolition of Successor Agency-owned Properties
Resolution No. 125

11. **Ownership of Documents/Property.** All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other materials ("Documents") prepared, developed or discovered by or provided to Contractor during the course of providing work pursuant to this Contract and equipment/property installed shall be the property of the Successor Agency, whether or not the work is completed.

12. **Force Majeure.** In the event that performance by either Party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Contractor or any of Contractor's subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such Party, and without fault or negligence, said event shall excuse performance by such Party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, Successor Agency shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, Successor Agency shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

13. **Notice.** All notices, demands or requests to be given under this Contract shall be given in writing and conclusively shall be deemed received when: (a) delivered personally or via reputable delivery service (e.g. FedEx, etc.) or (b) on the fifth (5th) calendar day after the deposit thereof in the United States mail, postage prepaid and addressed as hereinafter provided, or (c) one business day after sent by facsimile transmission.

To Contractor:

Quality Environmental, Inc.
13123 Lakeland Road, Suite A
Santa Fe Springs, California 90670
Attn: Gustavo Escutia S, President
(562) 941-1434
(562) 941-1825 – fax.

To Successor Agency:

Successor Agency of the City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Executive Director, Successor Agency
(310) 605-5585
(310) 761-1429 – fax.

In the event of any change of address, the moving Party is obligated to notify the other Party of the change of address in writing. Each Party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

14. **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to the work, work expenditures and disbursement charges to the Successor Agency for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Contractor shall maintain all documents and records which demonstrate performance under this Contract for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Successor Agency or a designated representative. Copies of such documents shall be provided to the Successor Agency, at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Contract.

Demolition and Abatement Services Agreement – Quality Environmental, Inc.
Demolition of Successor Agency-owned Properties
Resolution No. 125

15. **Examination and Audit.** This Contract shall be subject to examination and audit of the Successor Agency, State Auditor of the State of California and/or any duly authorized representative of the federal government, at the request of the Successor Agency, or as part of any audit of the Successor Agency, for a period of three (3) years, or longer if required by law, after final payment under this Contract.

16. **Waivers.** The waiver by either Party of any breach or violation of any term, covenant, or condition of this Contract or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Contract will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Contract or any applicable law.

17. **Entire Contract/Amendments.** This Contract, together with any other written document referred to or contemplated by it embody the entire Contract and understanding between the Parties relating to the subject matter of it. The Successor Agency Manager is authorized, in consultation with the Successor Agency Attorney, to agree to non-material amendments to this Contract. Neither this Contract nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties.

18. **General Provisions.**

18.1 Governing Law and Severability. This Contract shall be governed by and construed under 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.

Should any part of this Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Contract, which shall continue in full force and effect, provided that the remainder of this Contract, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

18.2 Federal and State Withholding Taxes. Contractor shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Contract. Contractor agrees to indemnify Successor Agency for any claims, costs, losses, fees, penalties, interest, or damages suffered by Successor Agency resulting from Contractor's failure to comply with this provision. Contractor shall be responsible for paying all federal and state income withholding taxes for all earning under this Contract.

18.3 Independent Contractor. Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the Successor Agency of Compton, and is not authorized to act on behalf of the Successor Agency. Neither the Successor Agency nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner, officers, employees, agents or volunteers, joint venture or partner of the Successor Agency. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to Successor Agency officials, officers, or employees. Contractor expressly waives any claim to such rights. Contractor will not be eligible for any employee benefits, nor will Successor Agency make deductions from any amounts payable to Contractor of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Contract.

Demolition and Abatement Services Agreement – Quality Environmental, Inc.
Demolition of Successor Agency-owned Properties
Resolution No. 125

18.4 Covenants Against Contingent Fees. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Contract. For breach or violation of this warranty, Successor Agency will have the right to terminate this Contract for nonperformance, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

18.5 Prohibition Against Employment Discrimination. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, gender, marital status, ethnicity, religion, age or medical condition as set forth in the California Labor Code Section 177.6, Government Code, Title VII of the Civil Rights Act and the Civil Rights Act of 1991 and any amendments to the above. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, gender, marital status, ethnicity, religion, age or medical condition.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or part and the Contractor may be declared ineligible for further Government contracts and such other sanctions may be imposed and remedies invoked as provided by law.

18.6 Prevailing Wage Requirements. Contractor's duty to pay State prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all subcontractors that prevailing wage requirements apply to this Project from commencement of the Contract through completion of the work.

18.7 Employment Eligibility. Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of this Contract. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors performing any work relating to this Project or this Contract to make the verifications and comply with all requirements and restrictions provided herein. The Successor Agency shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in this section. Should Contractor employ undocumented aliens for the performance of work covered by this Contract, and should any liability or sanctions be imposed against the Successor Agency for such use of undocumented aliens, Contractor hereby agrees to and shall reimburse Successor Agency for the cost of all liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Successor Agency.

18.8 Licenses. Contractor verifies that it possesses all required Contractor's License(s) and certifications adequate to perform the work herein described and that all subcontractors of Contractor have equivalent licenses and/or certifications for their specific trades. Contractor further verifies that it and its subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under the Labor Code, if applicable to the work.

Demolition and Abatement Services Agreement – Quality Environmental, Inc.
Demolition of Successor Agency-owned Properties
Resolution No. 125

18.9 Permits. Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining all permits, licenses and approvals that may be necessary for the Project to be completely performed and ready for acceptance or occupancy by Successor Agency. Successor Agency waives required permit fees for City of Compton permits.

Prior to or at the time of execution of this Contract, the Contractor, and all Contractor's subcontractors, shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code* and obtain applicable no-fee construction permits.

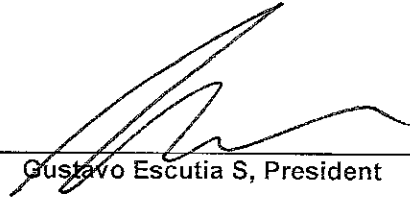
19. Miscellaneous. Contractor and Successor Agency acknowledge that the terms of this Contract have been mutually negotiated and that such documents shall not be interpreted against either Successor Agency or Contractor on the basis that either Party was responsible for or in control of the drafting of such documents.

Should either Party hereto, or any representative, successor or assign of either Party hereto, resort to litigation to enforce the provisions of this Contract, the Party or Parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the Party or Parties against whom enforcement is sought.

IN WITNESS WHEREOF, Contractor has executed this Contract, and the Successor Agency, by its Successor Agency Executive Director, who is authorized to do so, has executed this Contract.

**QUALITY ENVIRONMENTAL, INC.
CONTRACTOR**

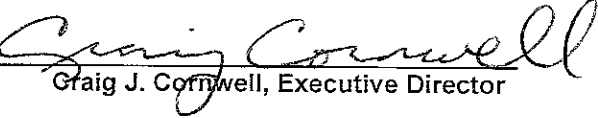
Dated: 04/21/21

By 
Gustavo Escutia S, President

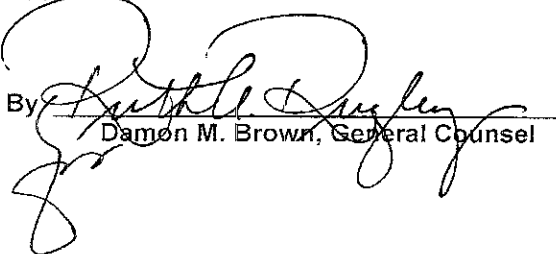
**SUCCESSOR AGENCY TO THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**

Approved by:

Dated: 4/26/2021

By 
Craig J. Cornwell, Executive Director

Approved as to form:

By 
Damon M. Brown, General Counsel

Dated: 4/26/2021

Demolition and Abatement Services Agreement – Quality Environmental, Inc.
Demolition of Successor Agency-owned Properties
Resolution No. 125

ATTEST:

Dated:

4-27-2021

By



Alita Goodwin, Agency Secretary

