

CITY'S ORIGINAL

SUCCESSOR AGENCY OF THE FORMER INGLEWOOD REDEVELOPMENT AGENCY

AGREEMENT NO. 16- 209

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4 **THIS AGREEMENT** is made and entered into this 19th day of
5 July, 2016 (the "Effective Date"), by and between the City of
6 Inglewood as Successor Agency of the former Inglewood Redevelopment Agency, a
7 public entity created under Part 1.85 of Assembly Bill No. 26 (1st Ex. Sess.) as set forth
8 in California Health & Safety Code sections 34170 through 34191 ("SUCCESSOR
9 AGENCY"), and E ENGINEERS, with its principal place of business located at 1238
10 Seventh Street, Santa Monica, CA 90401 ("CONTRACTOR").

RECITALS

11
12 **WHEREAS**, the SUCCESSOR AGENCY is the fee owner of two (2) public
13 parking garages located within the City of Inglewood and specifically identified as:
14 (1) Civic Center Plaza, One W. Manchester Boulevard "Parking Garage #1"); and
15 (2) 115 South Locust Street (Parking Garage #2")(Parking Garage #1 and Parking
16 Garage #2 are sometimes collectively referred to herein as the "Parking Garages");

17 **WHEREAS**, the SUCCESSOR AGENCY is responsible for operating and
18 maintaining the Parking Garages subject to California Department of Finance ("DOF")
19 budgetary and operational oversight until such time as fee ownership of the Parking
20 Garages is transferred by the SUCCSEESOR AGENCY to the CITY OF
21 INGLEWOOD pursuant to a DOF-approved Long Range Property Management Plan
22 officially providing for fee conveyance and transfer of the Parking Garages;

23 **WHEREAS**, the SUCCESSOR AGENCY has informally solicited the services
24 of certain qualified and experienced contractors to perform certain major capital
25 improvements required to address and correct major public safety concerns at Parking
26 Garage #2. Such services include but are not limited to various visual and public safety
27 capital improvements to Parking Garage #2 (the "Capital Improvements"), all as more
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1 specifically identified and provided in the "Scope of Services" attached to this
2 Agreement as Attachment "A" which is fully incorporated herein by this reference;

3 **WHEREAS**, the CONTRACTOR has submitted a response to the
4 SUCCESSOR AGENCY'S request to perform the Capital Improvements and desires to
5 perform the Capital Improvements in accordance with the terms and conditions of this
6 AGREEMENT;

7 **WHEREAS**, the CONTRACTOR holds itself out as being capable and
8 competent to perform the Capital Improvements requested by the SUCCESSOR
9 AGENCY; and

10 **WHEREAS**, the CONTRACTOR agrees and acknowledges that it has
11 investigated and researched all matters and conditions pertinent to and affecting the
12 performance and completion of the Capital Improvements including the necessary labor
13 and materials needed and required by this AGREEMENT, and its decision to execute
14 this AGREEMENT is based on such independent investigation and research,

15 **NOW THEREFORE**, the SUCCESSOR AGENCY and CONTRACTOR
16 (collectively referred to as the "PARTIES") agree as follows:

17 **ARTICLE 1 – SCOPE OF SERVICES**

18 CONTRACTOR shall provide all labor, tools, materials, equipment, supplies,
19 and transportation necessary to supervise, operate, administer and perform the Capital
20 Improvements at Parking Garage #2 as required by the SUCCESSOR AGENCY in
21 accordance with the terms and conditions of this AGREEMENT. In the event of any
22 conflict, the following order of precedence shall govern: (1) this AGREEMENT
23 (including Attachment "A"); and (2) CONTRACTOR'S proposal and any supplemental
24 responses. In case of any ambiguity or discrepancy between words and figures used in
25 the aforementioned documents, the words shall control.

26 CONTRACTOR shall obtain at its own expense, all necessary licenses, permits,
27 and certificates, including, but not limited to, those required by the City of Inglewood
28 ("CITY") and SUCCESSOR AGENCY to perform the Capital Improvements

1 contemplated in and required by this AGREEMENT. The CONTRACTOR shall notify
2 the SUCCESSOR AGENCY immediately of any suspension, termination, lapse,
3 restriction, or non-renewal of the required licenses, permits, certificates or other
4 documents. Failure to comply with these terms may, at the option of the SUCCESSOR
5 AGENCY, be treated as a material breach of this AGREEMENT authorizing
6 termination of this Agreement by the SUCCESSOR AGENCY.

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

12 CONTRACTOR warrants that it shall perform the Capital Improvements
13 required by this AGREEMENT in compliance with all applicable Federal, State and
14 local employment laws, including, but not limited to, those related to work hours and
15 minimum wage; occupational health and safety; fair employment and employment
16 practices; workers' compensation insurance and safety in employment; and all other
17 Federal, State and local laws or ordinances applicable to the services required under this
18 AGREEMENT. CONTRACTOR is liable for any penalty imposed for a violation
19 thereof.

20 It is mutually agreed by the Parties that the SUCCESSOR AGENCY is relying
21 upon the professional skill of CONTRACTOR and CONTRACTOR shall perform the
22 Capital Improvements as well as all other services required by this AGREEMENT to
23 the highest and best professional standards. Acceptance of CONTRACTOR'S work by
24 SUCCESSOR AGENCY shall not operate as a release of CONTRACTOR'S
25 representations.

26 Staffing and Schedule

27 CONTRACTOR shall provide the necessary onsite coverage and supervision
28 during all periods of time the Capital Improvements are being performed at Parking

1 Garage #2. There shall be at least one CONTRACTOR supervisor onsite at Parking
2 Garage #2 during the days and hours of performance of the Capital Improvements. The
3 SUCCESSOR AGENCY reserves the right to request a change in the staffing level and
4 the days and hours of performance of the Capital Improvements, and shall provide the
5 CONTRACTOR forty-eight (48) hours written notice of any requested change. The
6 CONTRACTOR reserves the right to determine the assignment of employees
7 performing the Capital Improvements under this AGREEMENT.

8 If any scheduled employee of CONTRACTOR is unable to adequately perform
9 any services required for the completion of the Capital Improvements at Parking
10 Garage #2 for any reason, the CONTRACTOR shall immediately find and provide a
11 qualified replacement. CONTRACTOR'S failure to meet this time commitment may
12 result in a reduction in COMPENSATION commensurate with any delay caused by an
13 untimely replacement.

14 The SUCCESSOR AGENCY reserves the right to require the CONTRACTOR
15 to replace any employee performing the Capital Improvements under this
16 AGREEMENT for any or no reason. Any replacement employee is subject to the
17 SUCCESSOR AGENCY'S written approval prior to performing any services under this
18 AGREEMENT. Any such approval shall not be unreasonably conditioned, delayed or
19 withheld.

20 Records, Reports and Accounting

21 CONTRACTOR shall maintain a system of internal controls to account for all
22 work performed for the Capital Improvements in full compliance with the terms of this
23 AGREEMENT. All expenditures made by CONTRACTOR outside of the
24 COMPENSATION payable to CONTRACTOR pursuant to the terms of this
25 AGREEMENT, shall require prior written approval from the SUCCESSOR AGENCY
26 and all such expenditures made without such approval shall be at the sole cost of the
27 CONTRACTOR for which the SUCCESSOR AGENCY shall have no liability or
28 responsibility.

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

9 **ARTICLE 2 – SUCCESSOR AGENCY'S RESPONSIBILITIES**

10 The SUCCESSOR AGENCY shall provide reasonable access to
11 CONTRACTOR and any authorized employees of CONTRACTOR to Parking
12 Garage #2 for the sole and limited purpose of providing the services necessary to
13 perform and complete the Capital Improvements as specified in Attachment "A," which
14 is attached hereto and fully incorporated herein by reference.

15 **ARTICLE 3 – TERM AND TERMINATION**

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

19 Termination. The SUCCESSOR AGENCY may terminate this AGREEMENT
20 in its own discretion, or when conditions involving the services required for the
21 performance of the Capital Improvements make it impossible to proceed, or if the
22 SUCCESSOR AGENCY is prevented from proceeding with this AGREEMENT by
23 law, or by official action of a public authority having jurisdiction over the PARKING
24 GARAGES. The SUCCESSOR AGENCY shall provide five (5) days written notice of
25 termination to the CONTRACTOR, unless a shorter notice time is reasonable or
26 necessary. In the event of termination, CONTRACTOR shall immediately stop
27 rendering services under this AGREEMENT, unless otherwise directed to continue by
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1 the SUCCESSOR AGENCY, and shall submit its final invoice to the SUCCESSOR
2 AGENCY within ten (10) days of receipt of the notice.

3 **ARTICLE 4 – COMPENSATION**

4 The Maximum Contract Amount and compensation payable to the
5 CONTRACTOR for the cost of performing all services required to complete the Capital
6 Improvements shall not exceed the sum of TWENTY SEVEN THOUSAND ONE
7 HUNDRED FORTY AND 00/100 DOLLARS (\$27,140.00)(the “COMPENSATION”)
8 which also includes a fifteen percent (15%) contingency of Three Thousand Five
9 Hundred Forty and 00/100 Dollars (\$3,540.00) and, if desired by the SUCCESSOR
10 AGENCY, Three Thousand and 00/100 Dollars (\$3,000.00) for hourly electrical
11 engineering service consulting, all as set forth in Attachment “B” which is fully
12 incorporated by reference into this Agreement.

13 No charges shall be incurred by CONTRACTOR under this AGREEMENT nor
14 shall any payments become due and payable to the CONTRACTOR until the services
15 and related invoices for the Capital Improvement work has been performed and such
16 invoices have been received by the SUCCESSOR AGENCY from the CONTRACTOR
17 and approved by the SUCCESSOR AGENCY in accordance with this AGREEMENT.
18 SUCCESSOR AGENCY may withhold any payment to the CONTRACTOR in any
19 instance in which the SUCCESSOR AGENCY, in its sole discretion, determines that
20 CONTRACTOR has failed or refused to satisfy any material obligation under this
21 AGREEMENT.

22 CONTRACTOR agrees that any work performed outside of the scope of this
23 AGREEMENT without the prior written approval of the SUCCESSOR AGENCY shall
24 be deemed gratuitous on the part of the CONTRACTOR and CONTRACTOR shall
25 neither be reimbursed nor have any recognizable claim for payment or reimbursement
26 against the SUCCESSOR AGENCY.

27 All invoices submitted by the CONTRACTOR shall include: (1) date of invoice;
28 (2) sequential invoice number; (3) SUCCESSOR AGENCY Agreement number;

1 (4) total AGREEMENT amount payable; (5) total invoice amount; (6) description of
2 services provided and any reimbursable expenses; (7) CONTRACTOR'S employee(s)
3 name providing service; (8) total billed SUCCESSOR AGENCY to date; and (9) total
4 amount remaining on AGREEMENT.

5 CONTRACTOR shall be responsible for the cost of supplying all documentation
6 necessary to verify amounts invoiced and requested for payment to the satisfaction of
7 the SUCCESSOR AGENCY and shall certify on each invoice that it is entitled to the
8 amount invoiced.

9 No compensation will be provided for any other task, service or expense not
10 specifically authorized by this AGREEMENT without prior written approval of the
11 SUCCESSOR AGENCY.

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

14 **ARTICLE 5 – CONTRACT ADMINISTRATION**

15 SUCCESSOR AGENCY

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

19 CONTRACTOR

20 Unless otherwise designated in writing, ANDREAS FROECH shall serve as the
21 CONTRACTOR'S project manager for this AGREEMENT.

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

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1 Two Million Dollars (\$2,000,000) general aggregate. Such insurance shall include
2 products and completed operations liability, independent contractor's liability, broad
3 form contractual liability and cross liability protection.

4 The "City of Inglewood as Successor Agency of the Inglewood Redevelopment
5 Agency, its board members, officials, officers, agents, contractors employees and
6 volunteers" must be separately endorsed to the policy as additional insured's on an
7 endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

8 b. Automobile Liability

9 Automobile liability (including any owned, non-owned, hired or rented) in an
10 amount not less than One Million Dollars (\$1,000,000) combined single limit per
11 accident for bodily injury and personal property damage covering Auto Symbol 1 (Any
12 Auto).

13 c. Workers' Compensation and Employer's Liability

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

17 d. Omitted

18 e. Omitted

19 **Required Insurance Documentation**

20 a. Certificate of Insurance

21 The CONTRACTOR must provide a Certificate of Insurance evidencing the
22 required insurance set forth above. The Certificate Holder must be the "City of
23 Inglewood as Successor Agency of the former Inglewood Redevelopment Agency," and
24 the Certificate Holders address must be addressed to One Manchester Boulevard,
25 Inglewood, CA 90301.

26 b. Endorsements

27 In addition to the Certificate of Insurance, the CONTRACTOR must provide the
28 following endorsements:

1 1) Additional insured endorsements to the general liability and auto liability
2 insurance policies. The "City of Inglewood as Successor Agency of the former
3 Inglewood Redevelopment Agency, its board members, officials, officers, agents,
4 contractors, employees and volunteers" must be separately endorsed to the
5 CONTRACTOR'S commercial general liability policy and the auto liability policy as
6 additional insured's on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG
7 20 26 11 85.

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

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

18 **Deductibles and Self-insured Retentions**

19 Any deductibles or self-insured retentions must be declared to and approved by
20 the SUCCESSOR AGENCY. At the SUCCESSOR AGENCY'S option, the insurer
21 shall either reduce or eliminate such deductibles or self-insured retentions with respect
22 to the SUCCESSOR AGENCY, its board members, officials, officers, agents,
23 contractors, employees, and volunteers or the insurer shall provide a financial guarantee
24 satisfactory to the SUCCESSOR AGENCY guaranteeing payment of losses and related
25 investigations, claims, administration and defense expenses.

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1 **Other Insurance Provisions**

2 CONTRACTOR shall obtain and cause to remain in full force and effect for the
3 term of this AGREEMENT and for six (6) months thereafter, all of the required
4 insurance coverage in the minimum amounts specified above.

5 **Verification of Coverage Prior to Commencement of Services**

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

16 **ARTICLE 9 – INDEPENDENT CONTRACTOR**

17 CONTRACTOR enters into this AGREEMENT as an independent contractor
18 and not as an employee of the SUCCESSOR AGENCY. CONTRACTOR shall have
19 no power or authority by this AGREEMENT to bind the SUCCESSOR AGENCY in
20 any respect. Nothing in this AGREEMENT shall be construed to be inconsistent with
21 this independent contractor relationship or status. All employees, agents, contractors or
22 subcontractors hired or retained by the CONTRACTOR are employees, agents,
23 contractors or subcontractors of the CONTRACTOR, and not the SUCCESSOR
24 AGENCY. The SUCCESSOR AGENCY is not obligated in any way to pay any wage
25 claims or other claims made against the CONTRACTOR by any such employee, agent,
26 contractor or subcontractor, or by any other person resulting from the performance of
27 any work with regard to the Capital Improvements pursuant to this AGREEMENT.

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1 **ARTICLE 10 – INDEMNIFICATION**

2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend,
3 protect and hold harmless the SUCCESSOR AGENCY, CITY and their respective
4 board members, officials, officers, contractors, agents, employees and volunteers
5 (collectively “Indemnities”) from and against any loss, injury, damage, claim, lawsuit,
6 expense, attorneys’ fees, or any other cost arising out of or in any way related to the
7 performance of any services pursuant to this AGREEMENT, to the extent caused in
8 whole or in part by the negligent act or omission, recklessness or willful misconduct of
9 the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any
10 of them or anyone for whose acts any of them may be liable, except where caused by
11 the sole negligence or willful misconduct of the SUCCESSOR AGENCY.

12 If any action or proceeding is brought against the Indemnities by reason of any
13 of the matters against which CONTRACTOR has agreed to indemnify Indemnities as
14 provided above, CONTRACTOR, upon notice from the SUCCESSOR AGENCY, shall
15 defend the Indemnities at CONTRACTOR’S sole expense by counsel acceptable to the
16 SUCCESSOR AGENCY. Such acceptance shall not be unreasonably withheld.
17 Indemnities need not have first paid for any of the matters to which Indemnities are
18 entitled to indemnification in order to be so indemnified. The insurance required to be
19 maintained by CONTRACTOR under this AGREEMENT shall ensure
20 CONTRACTOR’S obligations under this Article, but the limits of such insurance shall
21 not limit the liability of the CONTRACTOR hereunder. The provisions of this Article
22 shall survive the expiration or earlier termination of this AGREEMENT.

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

25 The expertise and experience of the CONTRACTOR are material considerations
26 of this AGREEMENT. The SUCCESSOR AGENCY has an interest in the
27 qualifications and capabilities of the CONTRACTOR which is required to fulfill the
28 duties and obligations imposed under this AGREEMENT. In recognition of that

1 interest, the CONTRACTOR shall not assign or transfer this AGREEMENT, or any
2 portion of this AGREEMENT, or the performance of any of the CONTRACTOR'S
3 duties or obligations under this AGREEMENT without the prior written consent of the
4 SUCCESSOR AGENCY. Any unauthorized assignment shall be ineffective, null and
5 void, and shall constitute a material breach of this AGREEMENT entitling the
6 SUCCESSOR AGENCY to any and all remedies at law or equity, including summary
7 termination of this AGREEMENT. The CONTRACTOR shall not assign any interest
8 in this AGREEMENT and shall not transfer any interest in the same whether by
9 assignment or novation, without prior written approval of the SUCCESSOR AGENCY.

10 However, notwithstanding anything contained in this AGREEMENT to the
11 contrary, SUCCESSOR AGENCY shall have the right to assign this AGREEMENT to
12 the CITY upon written notice to CONTRACTOR. Upon receipt of such notice
13 CONTRACTOR shall perform the Capital Improvements on the behalf of the CITY
14 and the City Manager shall be deemed the CITY'S representative for purposes of
15 administering this AGREEMENT.

16 **ARTICLE 12 – RECORDS AND AUDIT**

17 CONTRACTOR shall maintain copies of all data, information, documents,
18 timesheets, invoices and other materials of work attributable to the performance of the
19 Capital Improvements in connection with this AGREEMENT. The SUCCESSOR
20 AGENCY shall have access to and the right to examine, audit, copy or transcribe any
21 pertinent documents, transaction, activity, or record relating to this AGREEMENT.
22 CONTRACTOR shall cooperate and comply with all requests of SUCCESSOR
23 AGENCY'S auditors with regard to access and review of all records necessary to
24 conduct audits in compliance with this AGREEMENT and any applicable requirements.
25 SUCCESSOR AGENCY auditors shall be allowed to interview any employee of
26 CONTRACTOR and its subcontractors throughout the term of this AGREEMENT and
27 for a period of two (2) years after termination of this Agreement or any longer period if
28 required by law.

1 All materials, including all pertinent financial records and proprietary data, shall
2 be stored and maintained by CONTRACTOR at its main facility. Originals and/or
3 copies of such documents or records shall be provided, at CONTRACTOR'S expense,
4 directly to the SUCCESSOR AGENCY.

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

7 **ARTICLE 13 – OWNERSHIP OF DOCUMENTS**

8 The SUCCESSOR AGENCY shall own all data, information, documents and
9 other work product of the CONTRACTOR prepared, assembled or maintained in
10 connection with this AGREEMENT. The SUCCESSOR AGENCY shall have the sole
11 right to use such materials within its discretion and without further compensation to the
12 CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such
13 documents or work product to the SUCCESSOR AGENCY upon written request.

14 CONTRACTOR shall assist the SUCCESSOR AGENCY in timely responding
15 to requests made under the California Public Records Act to inspect any of the above
16 described items under CONTRACTOR'S possession or control. The SUCCESSOR
17 AGENCY shall make an independent determination as to the confidentiality of these
18 documents to the extent permitted by law.

19 **ARTICLE 14 – NONDISCRIMINATION**

20 California Labor Code section 1735

21 No discrimination shall be made in the employment of persons working on
22 behalf of or as an agent for the SUCCESSOR AGENCY because of the race, religious
23 creed, color, national origin, ancestry, physical or mental disability, medical condition,
24 genetic information, marital status, sex, gender, gender identity, gender expression, age,
25 sexual orientation, military and veteran status of any person, or any other cognizable
26 group protected by law, except as provided in section 12940 of the Government Code.

27 Every contractor for the SUCCESSOR AGENCY violating Labor Code section 1735 is
28 subject to all the penalties imposed for a violation of this law.

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

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

5 **ARTICLE 16 – CHOICE OF LAW AND VENUE**

6 This AGREEMENT shall be interpreted, construed and governed according to
7 the laws of the State of California. In the event of litigation between the Parties, venue
8 in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court,
9 Southwest District, located at 825 Maple Avenue, Torrance, California, 90503-5058. In
10 the event of litigation in the United States District Court, venue shall lie exclusively in
11 the Central District of California, in Los Angeles.

12 **ARTICLE 17 – WAIVER OF BREACH OR DEFAULT**

13 Waiver of a breach or default of any term, condition or covenant under this
14 AGREEMENT shall not constitute a continuing waiver thereof, nor shall it constitute a
15 waiver of any other term, condition or covenant. Acceptance by the SUCCESSOR
16 AGENCY of any work or services performed required to complete the Capital
17 Improvements by the CONTRACTOR shall not constitute a waiver of the
18 SUCCESSOR AGENCY’S right to seek correction for any breach or default under this
19 AGREEMENT.

20 **ARTICLE 18 – SEVERABILITY**

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

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ARTICLE 19 – TITLES AND CAPTIONS

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

**ARTICLE 20 – WAIVER OF PRINCIPLE OF CONTRA
PROFERENTUM**

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

ARTICLE 21 – COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one agreement, which shall be binding and effective as to all Parties hereto.

ARTICLE 22 – ENTIRE AGREEMENT

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

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

3 **SUCCESSOR AGENCY:**

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5 **City of Inglewood as Successor**
6 **Agency to the Inglewood**
7 **Redevelopment Agency**

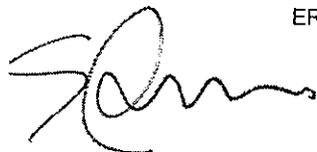
8 By: _____
9 James T. Butts, Jr.
10 CHAIRPERSON

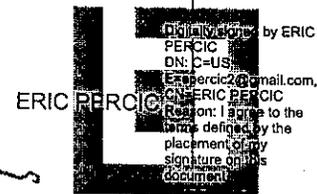
11 **ATTEST:**

12
13 By: _____
14 Yvonne Horton
15 AGENCY SECRETARY

CONTRACTOR:

E Engineers

By: 
Name: Eric Percic, PE
Title: Owner



APPROVED AS TO FORM:

By: _____
Kenneth Campos
GENERAL COUNSEL FOR
SUCCESSOR AGENCY

APPROVED:

By: _____
Royce K. Jones
KANE BALLMER &
BERKMAN
SPECIAL COUNSEL FOR
SUCCESSOR AGENCY