AGENDA FOR THE REGULAR MEETING OF THE
CITY COUNCIL
SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY REDEVELOPMENT AGENCY
HOUSING AUTHORITY

MAY 24, 2017
5:30 P.M. - CLOSED SESSION
6:30 P.M. - OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER

CLOSED SESSION – CITY HALL CONFERENCE ROOM
REGULAR MEETING – CITY HALL COUNCIL CHAMBER

Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).
As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL
1. **Conference with Real Property Negotiators**
Pursuant to California Government Code Section 54956.8

   A) Property: Gore Point Vacant Lot  
      APN 8532-001-900  
      Negotiating Parties: Successor Agency and Irwindale Partners LP  
      Under Negotiation: Price and terms of sale  
      Conflict of Interest: None  

   B) Property: 15990 Foothill Boulevard (Vulcan Reliance II)  
      Negotiating Parties: Vulcan Materials & City Of Irwindale  
      Under Negotiation: Price and terms of sale  
      Conflict of Interest: None  

2. **Conference with Legal Counsel — Existing Litigation**
Pursuant to California Government Code Section 54956.9

   A) Case Name: Jane Doe CB v. City of Irwindale  
      Case Number: BC 578440  

   B) Case Name: Jane Doe CR v. City of Irwindale  
      Case Number: BC 623450  

   C) Case Name: Jane Doe CV and Jane Doe CA v. City of Irwindale  
      Case Number: BC 660422  

   D) Case Name: Casimiro v. City of Irwindale  
      Case Number: 2:16-CV-03454 SVW (JPRx)  

**ADJOURN**
OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

D. ROLL CALL: Councilmembers: Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda

E. REPORT FROM CLOSED SESSION

F. CHANGES TO THE AGENDA

G. COUNCIL MEMBER TRAVEL REPORTS

H. ANNOUNCEMENTS

I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1. Presentation to Chamber of Commerce Business of the Month – Embassy Suites Arcadia/Pasadena

2. Presentation by Upper San Gabriel Valley Municipal Water District

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 2 minutes and each subject limited to 6 minutes, unless such time limits are extended.
1. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held May 10, 2017

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Award of Contract for the Replacement of the Existing Flooring in Recreation Office and Foyer Located Next to the Elevator

Recommendation: Authorize the City Manager to enter into an agreement with ACE CD, Inc. in the amount of $53,160.00 for the replacement of the existing flooring in the Recreation Office and foyer located next to the elevator.

D. Approval of Plans & Specifications for the City Council Chamber / City Hall / Police Facility Roof Replacement and HVAC Upgrade Improvement Project

Recommendation: (1) Approve the project and find it categorically exempt from the provisions of the California Environmental Quality Act; (2) approve the plans and specifications for City Council Chamber / City Hall / Police Facility Roof Replacement and HVAC Upgrade Improvement Project; and (3) authorize staff to solicit bids for construction of the project.

E. Project Acceptance for Irwindale Avenue Resurfacing from 1st Street to Foothill Boulevard Project

Recommendation: (1) Ratify the changes in the work and accept the improvements and maintenance responsibility for the constructed improvements of the Irwindale Avenue Resurfacing Project, (2) approve the final construction contract amount of $467,831.68, (3) approve the final construction management / inspection and geotechnical contract
amount of $78,232.50, (4) authorize the City Clerk to record the Notice of Completion and (5) authorize the Finance Director to release of the five percent (5%) retention amount for the construction project.

F. Approval of Final Parcel Map 74770 – Medical Office Building / Restaurant Site

Recommendation: (1) Approve Parcel Map No. 74770 and authorize the City Clerk, City Treasurer and the City Engineer to sign the map on behalf of the City; and (2) direct the City Engineer to submit Parcel Map No. 74770 to the Los Angeles County Registrar Recorder’s office for recordation and return a recorded copy of this Parcel Map to the City Clerk’s office.

G. Appropriation of Asset Forfeiture Funds


2. NEW BUSINESS

A. Project Update: 2016-2017 Capital Improvements Project (CIP)

Recommendation: Receive and file the report regarding the status of the current projects on the City approved list of 2016-2017 Capital Improvement Projects (CIP).

3. PUBLIC HEARINGS

4. CITY MANAGER’S REPORT

5. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

A. Report from Closed Session
SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR
   A. Minutes

   Recommendation: Approve the following minutes:

   1. Regular meeting held May 10, 2017

   B. Warrants

   Recommendation: Approve

2. NEW BUSINESS

3. PUBLIC HEARINGS

4. ADJOURN

HOUSING AUTHORITY

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Housing Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR
   A. Minutes

   Recommendation: Approve the following minutes:

   1. Regular meeting held April 26, 2017
2. NEW BUSINESS

A. Approving the Purchase and Sale Agreement for the Property Located at 4826 Baca Avenue (APN: 8417-033-010)


3. PUBLIC HEARINGS
4. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on May 24, 2017 be posted at the City Hall, Library, and Post Office on May 18, 2017.

Laura M. Nieto, CMC
Laura M. Nieto, CMC
Deputy City Clerk
The Irwindale CITY COUNCIL met in regular session at the above time and place.

ROLL CALL: Present: Councilmembers Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda

Also present: John Davidson, City Manager; Fred Galante, City Attorney; William Tam, Director of Public Works / City Engineer; Anthony Miranda, Police Chief; Eva Carreon, Director of Finance; Gus Romo, Director of Community Development; Mary Hull, Human Resources Manager, and Laura Nieto, Deputy City Clerk

RECESS TO CLOSED SESSION

At 5:30 p.m., the City Council recessed to Closed Session to discuss the following:

Conference With Labor Negotiator
Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: Colin Tanner, Labor Counsel
Employee Organizations: IMEA, ICEA, IPOA

ACTION: Update given, direction provided; no further reportable action taken.

Conference with Legal Counsel – Threat of Litigation
Threat of Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9

Number of cases: Two

ACTION: One item discussed – update provided; no further reportable action. The second item was not discussed.

RECONVENE IN OPEN SESSION

At 6:32 p.m., the City Council reconvened in Open Session.

CHANGES TO THE AGENDA

None.

COUNCILMEMBER TRAVEL REPORTS

None.

ANNOUNCEMENTS

COUNCILMEMBER ORTIZ

Councilmember Ortiz reported on his attendance at the Southern California Association of Governments Regional Conference in Palm Desert.
INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

INTRODUCTION OF NEWLY PROMOTED IRWINDALE POLICE SERGEANT MICHAEL ARIAS
The introduction was made.

INTRODUCTION OF NEWLY PROMOTED IRWINDALE POLICE CORPORAL DIEGO CORNEJO
The introduction was made.

INTRODUCTION OF NEWLY PROMOTED IRWINDALE POLICE DETECTIVE ARMANDO LOPEZ
The introduction was not made.

INTRODUCTION OF NEWLY PROMOTED IRWINDALE POLICE DETECTIVE MANUEL CAMPOS
The introduction was not made.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

PROCLAMATION PROCLAIMING NATIONAL PUBLIC WORKS WEEK
The proclamation was made.

ENHANCED INFRASTRUCTURE FINANCING DISTRICT, COMMUNITY REDEVELOPMENT INVESTMENT AUTHORITY PRESENTATION BY JIM SIMON OF RSG, INC.
The presentation was made.
FRED BARBOSA questioned the city’s fiscal state and asked whether staff’s recommendation regarding Councilmember Garcia’s case against the city was privileged information, to which City Attorney Galante advised that anything discussed in Closed session is privileged. Mr. Barbosa also asked whether the city has liability insurance, to which City Attorney Galante noted that the city is part of an insurance pool with the California Joint Powers Insurance Authority, and that the city pays its share into the insurance in order to participate.

CONSENT CALENDAR

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof, with the exception of Item No. 1E, which was removed for separate consideration. The motion was unanimously approved; Councilmember Garcia abstaining on Item No. 1B.

ITEM NO. 1A MINUTES

The following minutes were approved:

1) Regular meeting held April 26, 2017

ITEM NO. 1B WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved; Councilmember Garcia abstaining.

ITEM NO. 1C APPROVING A TENTATIVE AGREEMENT TITLED “SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF IRWINDEALE AND THE IRWINDEALE CITY EMPLOYEES ASSOCIATION (ICEA) REGARDING COMBINING REST AND LUNCH PERIODS
Resolution No. 2017-20-2918, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE CITY EMPLOYEES ASSOCIATION,” was adopted, thereby adopting the agreement titled “Side Letter Agreement between the City and ICEA”, until such time as a successor memorandum of understanding is approved by the parties or impasse is reached.

Approval of Plans and Specifications for the 2016-2017 Resurfacing Program for Irwindale Avenue

The specifications for the 2016-2017 Resurfacing Program was approved and staff was authorized to solicit bids for construction of the project.

Resolution No. 2017-24-2992, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE OUT-OF-STATE TRAVEL TO THE 2017 INTERNATIONAL COUNCIL OF SHOPPING CENTERS CONFERENCE IN LAS VEGAS, NEVADA, FOR ECONOMIC DEVELOPMENT STAFF,” was adopted.

End of Consent Calendar

Waive Formal Bidding Requirements and Approve an Additional One-Time Cost to an Existing Contract for the Removal and Replacement of Dead/Diseased Trees in the Median Islands and Public Right-Of-Way
Responding to several questions from Councilmember Burrola, Director Tam advised that: 1) the proposed contract would be funded through the General Fund and a grant from the Gold Line Construction Authority; 2) mining funds cannot be used for the contract; 3) the types of trees to be installed will conform to the city’s approved landscape design; 4) a total of 69 trees will be replaced since they are dead and/or diseased; the remaining trees are healthy; 5) staff will ensure that routine maintenance on the trees, including proper irrigation, is conducted; 6) the palm trees near the Speedway pertain to an agreement between the city and the Speedway, so those trees will probably not be replaced; 7) staff intends to replace every tree that is removed; 8) the maintenance of trees on median islands will be handled through contract work, whereas city public works staff will focus on public right-of-ways and the sides of streets.

Councilmember Burrola expressed his desire for the city’s public works employees do more in removing dead/diseased trees in order to save on costs, and suggested holding off from replacing trees that do not need to be replaced immediately, to which Director Tam indicated that he would work with the contract arborist to discuss the recommendation.

Replying to a question by Mayor Breceda, Director Tam advised that staff will work on ensuring that all lights along the street medians are operational.

Mayor Pro Tem Ambriz noted the degree of difficulty of the proposed work and advised that it needs to be handled by experts, and stated the need to consider the safety of city employees.

Mayor Breceda added that the city does not have the specialized equipment necessary to conduct the work.

Councilmember Ortiz requested that Director Tam look into the project to search for ways of reducing costs.

Councilmember Burrola requested tabling this matter for future consideration.

Resolution No. 2017-22-2920, entitled:

BIDDING CONTRACT FOR THE REMOVAL AND REPLACEMENT OF DEAD/DISEASED TREES IN THE MEDIAN ISLANDS AND PUBLIC RIGHT-OF-WAY" was adopted, and the City Manager was authorized to execute the First Amendment for Tree Trimming, Maintenance, and Arborist Inspection Services by and between the City of Irwindale and West Coast Arborists (WCA) requiring an additional one-time costs of $40,162.50 to remove and replace approximately 69 dead trees in the median islands and public right-of-way, on the motion of Mayor Breceda, seconded by Mayor Pro Tem Ambriz (who voted with the understanding that the motion approved staff’s recommendation as delineated in the staff report), and approved; Councilmember Ortiz in favor (who voted with the understanding that the motion approved staff’s recommendation, including the cost-saving direction that was discussed); Councilmember Garcia in favor and Councilmember Burrola opposed.

**NEW BUSINESS**

**ITEM NO. 2A**

**CITY CLASSIFICATION AND COMPENSATION STUDY**

**CITY MANAGER DAVIDSON**

City Manager Davidson discussed the qualifications of Ralph Andersen & Associates, which prepared the classification and compensation study, and introduced Doug Johnson, Vice President of the company.

**DOUG JOHNSON**

Doug Johnson made a PowerPoint presentation discussing the classification and compensation study.

**COUNCILMEMBER BURROLA**

Responding to a question by Councilmember Burrola, Mr. Johnson indicated that various factors, such as the size of the organization and the compensation in comparable cities, were all considered when preparing the study.

**CITY MANAGER DAVIDSON**

City Manager Davidson noted that the list of comparable cities was previously approved by the City Council.

**FRED BARBOSA**

Fred Barbosa suggested conducting a feasibility/sustainability test before approving a classification and compensation study.

**CITY MANAGER DAVIDSON**

City Manager Davidson noted the need for this study since the city will soon begin negotiations with the various employee organizations. Additionally, the city does not currently possess proper job descriptions or job titles, something that this study would help remedy.
COUNCIL CONSENSUS
Council consensus was reached to receive and file the study.

ITEM NO. 2B DISCUSSION OF DUST CONTROL CONCERNS AND MITIGATION RELATED TO THE OLIVE PIT PROJECT FOR THE RESIDENTS ON THE WEST SIDE OF AZUSA CANYON ROAD

COUNCILMEMBER ORTIZ
Councilmember Ortiz declared a conflict of interest with this item and exited the Council Chambers.

COUNCILMEMBER BURROLA
Councilmember Burrola spoke on dust complaints regarding the mining operations along Azusa Canyon Road and requested that staff work with United Rock to mitigate the issue.

MAYOR BRECEDA
Mayor Breceda noted that another street sweeper has been added to the operation, to which City Attorney Galante advised that United Rock is currently constructing a road, but until that road is completed, they will need to continue moving through Olive, which contributes to the dust issues. The goal is to have the permanent road built with appropriate controls installed.

COUNCILMEMBER BURROLA
Councilmember Burrola suggested implementing a water-based system, to which Mayor Breceda warned that too much water would create mud.

DIRECTOR TAM
Director Tam advised that staff has met with representatives of Untied Rock, who seem to be willing to work with the city to discuss options and identify mitigation measures. He requested additional time for city staff to continue working with United Rock to continue working on the matter.

COUNCILMEMBER BURROLA
Councilmember Burrola also spoke on dust issues along Arrow Highway and Alice Rodriguez Circle, to which Director Tam said that he could reach out to United Rock to discuss this issue also. Director Tam added that there are other factors at play which compound the issue along Arrow Highway.

Councilmember Burrola requested that staff return with a staff report to discuss the progress of the issues.

PUBLIC HEARINGS
None.
CITY MANAGER'S REPORT

CITY MANAGER DAVIDSON

City Manager Davidson noted the special budget meeting that will be held on May 16, 2017.

PUBLIC WORKS ANALYST RODRIGUEZ

Public Works Analyst Rodriguez reminded that the Spring bulky item pickup event will be held on May 12, and that the Irwindale Chamber of Commerce will host an E-waste event the same day at the Irwindale Speedway.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:58 p.m.

Laura M. Nieto, CMC
Deputy City Clerk
## Accounts Payable
### Checks by Date - Summary By Check Number

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**Printed:** 5/4/2017 - 10:50 AM

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Report Total: 436,922.69
Date: May 24, 2017

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Subject: AWARD OF CONTRACT FOR THE REPLACEMENT OF THE EXISTING FLOORING IN THE RECREATION OFFICE AND FOYER LOCATED NEXT TO THE ELEVATOR

City Manager's Recommendation:

That the City Council authorize the City Manager to enter into an agreement with ACE CD, Inc. in the amount of $53,160.00 for the replacement of the existing flooring in the Recreation Office and foyer located next to the elevator.

Analysis:

1) As reported by Recreation staff, the existing carpet in the Recreation Office is fringed, stained and lifting from the seams. The pad under the carpet has turned into dust and thence created an uneven walking surface making it a safety hazard. The Recreation department is requesting a more resilient tile flooring to be installed as it is easier to maintain and safer to walk on.

2) This Maintenance project was advertised in the San Gabriel Tribune on April 21 and 28, 2017, for construction bids.

3) On May 9, 2017, the City received one (1) bid for the construction of this project. The bid results are as follows:

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4) The lowest bidder is ACE CD, Inc. who submitted a bid totaling $53,160.00.
5) The scope of work for this project includes the removal of existing carpet, the installation of commercial grade carpet, repainting the affected area, and installing new vinyl flooring in the Foyer located next to the elevator. The removal and disposal of the existing vinyl asbestos tile per the appropriate abatement procedures outlined in the City approved Asbestos Abatement Report prepared by Global Environmental Training and Consulting, Inc. is included in this project.

6) The construction for this project will be funded by two funding accounts as follows:

   a. Recreation Department Gym/Lobby Division Maintenance Account 01-40-409-42250-0000 in the amount of $39,000.00
   b. Public Works Department CIP Construction Account 01-52-800-45200-8206 in the amount of $19,480.00

7) The total construction budget for this project is $58,480.00, which will include a 10% contingency to cover any unforeseeable conditions during construction. Upon approval by the City Council for the award of the construction contract, it is anticipated that the project will begin in June 2017, and be completed by July 2017.

8) The attached contract agreement has been reviewed and approved by the City Attorney's office.

Fiscal Impact: [Initial of CFO] (Initial of CFO) See Note 6.
Legal Impact: [Initial of Legal Counsel] (Initial of Legal Counsel) See Note 8.

Contact person/Prepared by: Edgar Rojas, Engineering & Mining Manager
Phone: (626) 430-2210

Attachment: Contract Agreement with Bid Results
AGREEMENT

THIS AGREEMENT made and entered into at Irwindale, California, by and between the City of Irwindale, (hereinafter "Agency"), and ACE CD, Inc., 147 W. Route 66 #431, Glendora, California 91740 (hereinafter "Contractor").

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE I

That the Contract consists of this Agreement, the Notice to Bidders, the Accepted Proposal, Incorporation Statement, List of Subcontractors, Licensed Contractor’s Declaration, Bid Form, Bid Security Form, Bid Bond, Bid Sheet/Non-Collusion Affidavit, Labor and Material Bond, Performance Bonds, Warranty Bond, the Specifications, and Special Provisions, the Construction Drawings, the Standard Drawings and all addenda as prepared prior to date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. All of the provisions of all said Contract Documents are hereby incorporated in and made a part of this Agreement as if fully set forth herein. In the event of any inconsistency between the terms of the Contract Documents and the terms of this Contract, the terms of the Contract Documents shall govern.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by the Agency as set forth in said Contract Documents, the Contractor agrees with the Agency to do the work and furnish the materials in accordance with said Contract Documents, which work is generally referred to as

CITY OF IRWINDALE RECREATION CENTER IMPROVEMENT PROJECT; P-943

and to furnish at its cost and expense all tools, equipment, services, labor and materials necessary therefore, and to pay all applicable taxes, and to do everything required herein and by said Contract Documents.
ARTICLE III

For, and only in the event of, the furnishing of all said services and materials, the obtaining of all permits and licenses of a temporary nature, the furnishing and removing of all debris and temporary work structures and temporary work installations, tools, and equipment, and the doing of all the work contemplated and embraced in said Contract Documents, also in full payment for all loss and damage arising out of the nature or performance of the aforesaid work during its progress or prior to its acceptance, from the action of the elements, and from any unforeseen difficulties which may arise or be encountered in the prosecution of the work, and for and from all other risks of any description connected with said work, also in full payment for all expenses incurred by or in consequence of the suspension or discontinuance of said work, except such as in said Contract Documents are expressly stipulated to be borne by the Agency and for well and faithfully completing the work and the whole thereof within the stipulated time and in the manner shown and described in said Contract Documents and in accordance with the requirements of the Engineer of said Agency under them; the Agency will pay and the Contractor shall receive in full compensation therefor the prices set forth in the Accepted Proposal.

ARTICLE IV

The Agency hereby promises and agrees with said Contractor to employ, and does hereby employ said Contractor, to provide the material and to do the work according to the terms and conditions contained and referred to in said Contract Documents for the bid prices filled in on the Bid Sheet, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in said Contract Documents, and that the obligations and benefits set forth in said Contract shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

ARTICLE V

No work, services, material or equipment shall be performed or furnished under this Agreement unless and until a notice to proceed has been given in writing to the Contractor by the Agency which notice shall be given by the Engineer of said Agency within five (5) days from the date of signing this Contract by the Agency and the Contractor shall complete work within the time limit stated in the Notice to Bidders.
IN WITNESS WHEREOF, Agency and Contractor have caused this Contract to be executed this 24th day of May 2017, by their respective officers or agents herein duly authorized.

CITY OF IRWINDALE

By: ____________________________
    John Davidson, City Manager

ATTEST:

By: ____________________________
    Laura M. Nieto, CMC Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLC

By: ____________________________
    Fred Galante, City Attorney

ACE CD, Inc.
147 W. Route 66 #431,
Glendora, California 91740

By: ____________________________

By: ____________________________
City of Irwindale
California

PROPOSAL
FOR
CITY OF IRWINDALE RECREATION CENTER IMPROVEMENTS PROJECT
P- 943

The undersigned, as bidder, declares that he or she has carefully examined the location of the proposed work, the proposed form of agreement, and the plans and specifications herein referred to. He or she proposes and agrees that, if this proposal is accepted, he or she will contract with the City of Irwindale to provide all equipment, materials and labor to the satisfaction, and under the supervision of, the City Engineer at the following prices.
This is a document from the City of Irwindale, California, detailing a bidder's proposal for the City of Irwindale Recreation Center Improvements Project, P-943.

The bidder certifies that they have carefully examined the plans, general conditions, and specifications and agree to complete the work as covered by the City of Irwindale. They further declare that this proposal is made according to the provisions and terms of the "Notice Inviting Bids" document.

**CITY OF IRWINDALE RECREATION CENTER IMPROVEMENTS PROJECT; P943**

**ITEMS OF WORK:**

1. **INTERIOR REMOVAL AND DISPOSAL PER PLANS AND SPECIFICATIONS:**
   - Remove and dispose approximately 1,130 S.F. of floor carpet
   - Remove and dispose approximately 1,400 S.F. of walls fabric

   **BID ITEM #1:**
   - $8,990

2. **INTERIOR REMODELING PER PLANS AND SPECIFICATIONS:**
   - Install approximately 750 S.F of commercial grade carpet "Shaw" or equal approved.
   - Paint approximately 1,400 S.F of wall with approved paint and colors
   - Install approximately 380 S.F, 6 MM thick commercial vinyl floor "Smartcore" or equal approved.

   **BID ITEM #2:**
   - $25,470

**BASE BID (ITEMS 1 and 2)**
- $34,460

**TOTAL BASE BID:**
- Thirty four thousand four hundred sixty dollars
- (WRITTEN IN WORDS)

3. **ALTERNATE BID; REMOVAL AND DISPOSAL OF VINYL ASBESTOS TILE:**
   - Remove and dispose approximately 750 S.F of vinyl asbestos tile per asbestos report prepared by Global Environmental Training & Consulting, Inc.

   **ALTERNATE BID:**
   - $18,700

**BASE BID + ALTERNATE BID**
- $53,160

**TOTAL BASE BID + ALTERNATE BID:**
- Fifty three thousand six hundred sixty dollars
- (WRITTEN IN WORDS)

The undersigned bidder further certifies that they have visited the premises involved and has ascertained the extent of the work required for the Recreation Center improvement project, P-943. Contract will be awarded based on Base Bid (Items 1 and 2) of Bid Proposal.
Accompanying this bid is $_________ ("cash," "cashier's check," or "bidder's bond"-- underline one), in an amount equal to at least ten percent (10%) of the total bid.

If awarded the contract, the undersigned agrees that should he or she fail to execute the required contract, and file the necessary bonds and insurance certificates within ten (10) days (excluding Saturdays, Sundays and legal holidays) after the City Engineer has mailed notice of the award of contract to him or her, the proceeds of the security accompanying this bid shall become the property of the CITY. This bid and the acceptance hereof may then, at the City option, be considered null and void.

If an individual, so state; if a partnership, state the firm name and give the names of all individual partners, limited and general; if a corporation, state the names of the president, secretary, treasurer and manager, if any.

NAME OF CONTRACTING FIRM: ACE CO INC
ADDRESS: 147 W. ROUTE 66 # 421 TONOLI, CA 91740
TELEPHONE: (626) 6520257 FAX: (626) 6520258
STATE LICENSE NO. 147 467 EXPIRATION DATE: 10/31/2018
FEDERAL TAX IDENTIFICATION NUMBER: 94-333-7924
SIGNATURE OF BIDDER(S): ___
DATE: 5/19/2017

ALL BLANKS IN SPECIFICATIONS MUST BE FILLED IN OR BID WILL BE CONSIDERED UNRESPONSIVE.

Kwok Tam, P.E.
Director of Public Works

REFERENCES:

1. $617,500 Public Park 3/17/17
   Contract Amount Type of Work Date Completed
   CITY OF Tustin
   Name and Address of Owner
   Chiad Canton 714-573-3326
   Name and Telephone Number of Person Familiar with Project.

2. $438,000 Public Park 5/15/17
   Contract Amount Type of Work Date Completed
<table>
<thead>
<tr>
<th>Name and Address of Owner</th>
<th>Name and Telephone Number of Person Familiar with Project</th>
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<tbody>
<tr>
<td><strong>City of Yorba Linda</strong></td>
<td>Brad Skene 714-961-7199</td>
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<tr>
<td>4435,667</td>
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<td>11/15/2016</td>
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<th>Name and Address of Owner</th>
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<tbody>
<tr>
<td><strong>City of Diamond Bar</strong></td>
<td>Claude Bradley 909-839-7088</td>
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<table>
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<th>Contract Amount</th>
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<td>5639,327</td>
<td>Public Work</td>
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<table>
<thead>
<tr>
<th>Name and Address of Owner</th>
<th>Name and Telephone Number of Person Familiar with Project</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Los Angeles Neighborhood Land Trust</strong></td>
<td>Melissa Guerena 213-572-0188</td>
</tr>
</tbody>
</table>
DESIGNATION OF SUBCONTRACTORS

Subcontractors who will perform work or render services to the contractor or who, under subcontract to the contractor, specially fabricate and install a portion of the work or improvement according to the Specifications in an amount in excess of one-half of one percent of the contractor's total bid (or in excess of ten thousand dollars [$10,000.00] whichever is greater, [to be used in cases of bids involving the construction of streets or highways, including bridges]) shall be listed. Failure of the bidding general contractor to list its subcontractors on this form or one attached to this bid shall be in violation of the law and shall be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111. If a contractor whose bid is accepted later wants to substitute any subcontractor in place of a subcontractor listed in the original bid, any changes shall be subject to City approval and must comply with California Public Contract Code Sections 4107 and 4107.5 and all applicable California Code.

The bidder shall set forth the following information below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under sub-agreement to the contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications.

2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The contractor shall list only one subcontractor for each portion of work.

3. If the contractor fails to specify a subcontractor or if the contractor specifies more than one subcontractor for the same portion of work to be performed under the agreement, he/she agrees that he/she is fully qualified to perform that portion himself or herself, and that he or she shall perform that portion himself or herself.

The contractor may submit an updated DESIGNATION OF SUBCONTRACTORS form up to 24 hours after the bid opening containing (1) the estimated amount and (2) the percentage of contract. All other information shall be submitted prior to the bid opening.

Please type or legibly print (attach additional sheets as necessary).

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>Contractor's License #</th>
<th>Classification</th>
<th>Estimated $ Amount</th>
<th>% of Contract</th>
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</thead>
<tbody>
<tr>
<td>Gamma Contracting</td>
<td>A0316</td>
<td>B1, C21, C22, A5B, H12Z</td>
<td>$98,780</td>
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</table>
Non-collusion Affidavit
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)
To the
THE CITY of IRWINDALE

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we DD Systems Inc DBA Ace CD Inc

as Principal, and Developers Surety and Indemnity Company a corporation

authorized to transact a general surety business in the State of California

as Surety, are held and firmly bound unto City of Irwindale (hereinafter called the Obligee)

in the full and just sum of Ten Percent of Total Amount Bid—

Dollars, ($ 10% of Bid ) for the payment whereof in lawful money of the United States, we bind ourselves, our

heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for

City of Irwindale Recreation Center Improvements Project P-943

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such
time as may be specified, enter into the contract in writing, then this obligation shall be void; otherwise to remain in full
force and effect.

Signed and Sealed this 8th day of May, 2017

D D Systems Inc DBA Ace CD Inc

Developers Surety and Indemnity Company

Principal

By: Rebecca Haas-Bates

Attorney-in-Fact

ID-1235 (General Bid Bond) (REV. 7/15)
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 05/08/2017 before me, R. Paramo, Notary Public

personally appeared Rebecca Haas-Bates

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Place Notary Seal Above

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Bid Bond
Document Date: 05/08/2017
Number of Pages: One (1)

Capacity(ies) Claimed by Signer(s)
Signer's Name: Rebecca Haas-Bates
Signer's Name:
□ Corporate Officer — Title(s):
□ Partner — □ Limited □ General
□ Individual □ Trustee □ Guardian or Conservator
□ Other:
Signer Is Representing: Developers Surgy and Indemnity Company

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint: 

William Syrkin, Sergio D. Bechara, Richard Adair, Rebecca Haas-Bates, jointly or severally**

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2017.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and affixed by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: 
Daniel Young, Senior Vice-President
By: 
Mark Landon, Vice-President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange
On February 6, 2017 before me, personally appeared ____________________________________________

Dated ____________________________

Daniel Young and Mark Landon

Who made affidavit before me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: ____________________________

LUCILLE RAYMOND, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 8th day of May, 2017.

By: _____________________________

Casie J. Davisford, Assistant Secretary

1936 1936
AGENDA REPORT

Date: May 24, 2017
To: Honorable Mayor and Members of the City Council
From: John Davidson, City Manager
Issue: APPROVAL OF PLANS AND SPECIFICATIONS FOR CITY COUNCIL CHAMBER/CITY HALL/POLICE FACILITY ROOF REPLACEMENT AND HVAC UPGRADE IMPROVEMENT PROJECT

City Manager's Recommendation:

That the City Council (1) approve the project and find it categorically exempt from the provisions of the California Environmental Quality Act; (2) approve the plans and specifications for City Council Chamber/City Hall/Police Facility Roof Replacement and HVAC Upgrade Improvement Project; and (3) authorize staff to solicit bids for construction of the project.

Analysis:

1) The City Council Chamber/City Hall/Police Facility Roof Replacement and HVAC Upgrade Improvement Project is identified in the City’s 2016-2017 Capital Improvement Program.

2) The scope of work for this project includes the replacement of the existing roof, repairing any damaged roof drains, replacement of 14 skylights, and replacement of 12 air-conditioning units.

3) A set of the plans and specifications are available for review in the City Engineer’s office. Upon approval by City Council, this project will be advertised in June 2017. It is expected that the award of this contract be scheduled for City Council consideration in July 2017.

4) This project is considered categorically exempt as it falls under Section 15301 (c) of CCR, Title 14 “Guidelines for California Environmental Quality Act.” – “Operation, repair, and maintenance of existing facilities.”

5) Funding for this project has been budgeted in the F/Y 2016-17 CIP budget.

Fiscal Impact: (Initial of CFO) See Note 5.
Legal Impact: (Initial of Legal Counsel) See Note 4.

Contact Person/Prepared By: Edgar Rojas, Engineering & Mining Manager
Phone: (626) 430-2210

John Davidson, City Manager
AGENDA REPORT

Date: May 24, 2017
To: Honorable Mayor and Members of the City Council
From: John Davidson, City Manager
Issue: ACCEPTANCE OF PUBLIC WORKS CONSTRUCTION CONTRACT – IRWINDALE AVENUE RESURFACING PROJECT; P-916

City Manager’s Recommendation:

That the City Council (1) ratify changes in the work and accept the improvements and maintenance responsibility for the constructed improvements of the Irwindale Avenue Resurfacing Project, (2) approve the final construction contract amount of $467,831.68, (3) approve the final construction management/inspection and geotechnical contract amount of $78,232.50 and (4) authorize the City Clerk to record the Notice of Completion and (5) authorize the Finance Director to release of the 5% retention amount for the construction project.

Analysis:

1) On August 10, 2016, City Council awarded the Irwindale Avenue Resurfacing Project to Sully-Miller Contracting Company in the amount of $351,728.00 in addition to a 15% project contingency, or $52,759.20, to cover any unforeseeable conditions that may arise during construction.

2) A total of seven (7) contract change orders were issued on the project. Five (5) of these orders totaled $49,260.02 and were issued due to bid item adjustments such as differing site conditions, street pothole maintenance, additional ADA access ramp requirements, and storm drain and sidewalk repairs. As a safety measure, the other two (2) change orders, totaling $66,843.66, were issued to re-stripe the severely faded striping on Irwindale Avenue from Gladstone Street to Cypress Avenue and Arrow Highway from Vincent Avenue to Peck Road, which are heavily impacted by daily truck traffic. The striping price for these two change
orders was based on price itemized in the bid package submitted by Sully-Miller Contracting as the lowest responsible bidder.

3) The City also awarded construction management, inspection, and geotechnical services to Design Concepts Consulting, Inc. in the amount of $57,040.00. As a result of the unforeseen site conditions and additional required work to complete this project, the cost of inspection services was also increased by $21,192.50.00 for a total of $78,232.50. The final cost is over the 15% authorized amount in the contract. As such, it is recommended that the city council ratify approval of these services to cover the additional cost incurred. A change order to Purchase Order No. 5678 will then be issued to document this change.

4) Ratification of the changes in the work and acceptance of the work by the City Council is in compliance with the acceptance and prompt payment provisions of the Public Contract Code. This project has been completed per the approved plans and specifications.

5) Sufficient funds are available in the current year CIP in the Special Mining Fund Budget, Account Nos. 13-52-800-45300-8324 and 13-52-800-45300-8327, MTA Proposition C Account No. 26-52-800-45300-8327, Measure R Account No. 27-52-800-45300-8324, and TDA Fund Account No. 28-52-800-45300-8324, to cover the additional change order costs for both contracts.

Fiscal Impact: [Signature] (Initial of CFO) See Note 5.

Legal Impact: [Signature] (Initial of Legal Counsel) None.

Prepared By: Edgar Rojas, Engineering and Mining Manager– 626/430-2210.

Reviewed By: William K. Tam, Public Works Director/City Engineer– 626/430-2212.

John Davidson, City Manager
Contract Change Order No. 01

Project: Irwindale Avenue Resurfacing, 1st St. to Foothill Blvd.

Owner: City of Irwindale

To: Sully-Miller Contracting Company

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the City of Irwindale.

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. Engineer's Estimate.

Change Requested by: Senior Inspector

Extra Work at Force Account

Sawcut and install 1' AC patch at the Curb-Ramps installed.

After curb ramp installations, 1' AC adjacent to the ramp needs to be removed and placed next to the ramp. Since 3 curb ramps are in Caltrans area, perform the work on a Saturday and coordinate any closures fully with Caltrans Inspectors.

Time and Material: Ticket for 1/14/17 = $7,411.94

Subtotal = $7,411.94
10% Markup on the first $2,000 = $200.00
5% Markup on remaining balance = $270.60

CCO Total = $7,882.54
Bond = $78.83

Estimated Net Cost Decrease or Increase $7,961.36

By reason of this order the time of completion will be adjusted as follows: No adjustment

Submitted by: Date 3/6/17

Approval recommended: Date 5/16/17

Approved by: City of Irwindale Date 5/15/2012

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

Accepted, Date ___________________ Contractor ___________________

By ___________________ (Print Name & Title)
Contract Change Order No. 02

Project: Irwindale Avenue Resurfacing, 1st St. to Foothill Blvd.  
Owner: City of Irwindale

To: Sully-Miller Contracting Company

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the City of Irwindale.

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. Engineer's Estimate.

Change Requested by: City Project Manager

The last percentage shown is the net accumulated increase or decrease for the original quantity in the engineer's estimate.

Extra Work at Force Account

Slurry backfill undermined sidewalk and repair the storm drain pipes.
Build a compacted CMB berm along the Westerly sidewalk of Irwindale Ave., between Camino de la Cantara and Westbound 210 off-ramp, fill under the sidewalk with 1 sack cement sand slurry. Repair the storm drain pipe as needed to prevent future washouts in case of heavy storms.


Subtotal = $ 9,538.99
10% Markup on the first $2,000 = $ 200.00
5% Markup on remaining balance = $ 376.85

CCO Total = $ 10,113.84
Bond = $ 101.14

Estimated Net Cost Decrease or Increase $ 10,214.98

By reason of this order the time of completion will be adjusted as follows: No adjustment

Submitted by:  
Approval recommended:  
Approved by: City of Irwindale

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

Accepted, Date  
Contractor

By ______________________ (Print Name & Title)
Contract Change Order No. 03

Project: Irwindale Avenue Resurfacing, 1st St. to Foothill Blvd.  
Owner: City of Irwindale  
To: Sully-Miller Contracting Company

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the City of Irwindale.

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. Engineer's Estimate.

Change Requested by: City Project Manager

The last percentage shown is the net accumulated increase or decrease for the original quantity in the engineer's estimate.

Extra Work at Agreed Price

Re-stripe Irwindale Ave, from Cypress St. to Gladstone St.
Re-stripe Irwindale Ave, from Cypress St. to Gladstone St., with paint including legends and all pavement markers and replace all missing raised pavement markers including the blue markers for fire hydrant designation. Sweep the streets prior to striping.

Agreed Price = $23,403.94

Estimated Net Cost Decrease $23,403.94

By reason of this order the time of completion will be adjusted as follows: 2 working days

Submitted by: [Signature] Date 3/6/17

Approval recommended: [Signature] Date 5/15/17

Approved by: City of Irwindale [Signature] Date 5/15/17

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

Accepted, Date [Signature] Contractor

By (Print Name & Title)
Contract Change Order No. 04

Project: Irwindale Avenue Resurfacing, 1st St. to Foothill Blvd.  
Owner: City of Irwindale  
Sheet 1 of 1 Sheets  
Contract/Project No.: P-916-C  

To: Sully-Miller Contracting Company

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the City of Irwindale.

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. Engineer's Estimate.

Change Requested by: City Project Manager

Extra Work at Force Account

Re-stripe Live Oak Blvd. & Arrow Hwy. from Vincent Ave. to Peck Rd.
Re-stripe Live Oak Blvd. from Peck Rd. to Arrow Hwy. & Arrow Hwy., from Live Oak Blvd. to Vincent Ave. with paint including legends and all pavement markers and replace all missing raised pavement markers including the blue markers for fire hydrant designation. Sweep the streets prior to striping.

Time and Material:  
Ticket for 4/10/17 & 4/13/17 = $40,866.31

Subtotal = $40,866.31
10% Markup on the first $2,000 = $200.00
5% Markup on remaining balance = $1,943.32

CCO Total = $43,009.63
Bond = $430.10

Estimated Net Cost Decrease or Increase $43,439.72

By reason of this order the time of completion will be adjusted as follows: 4 working days

Submitted by: Date 4/26/17
Approval recommended: Date 5/16/17
Approved by: City of Irwindale Date 5/15/17

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

Accepted, Date _______________________________ Contractor _______________________________
By _______________________________ (Print Name & Title) _______________________________
Contract Change Order No. 05

Project: Irwindale Avenue Resurfacing, 1st St. to Foothill Blvd.  
Owner: City of Irwindale  
To: Sully-Miller Contracting Company  
Sheet 1 of 1 Sheets  
Contract/Project No.: P-916-C

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the City of Irwindale.

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. Engineer's Estimate.

Change Requested by: City Project Manager

The last percentage shown is the net accumulated increase or decrease for the original quantity in the engineer's estimate.

Extra Work at Force Account

Fill potholes within the project limits with permanent AC & compact.

To preserve safe driving conditions and prevent continuing deterioration of the existing road surface during rain delays, you are directed to fill the potholes with permanent AC and compact. This is necessary since we have seen that cold mix repairs wash out fairly quickly due to the rain.

Time and Material:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ticket for 1/5/17</td>
<td>$188.10</td>
<td>1</td>
<td>$188.10</td>
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<tr>
<td>10% on &lt; $2,000</td>
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<tr>
<td>5% on remainder</td>
<td>$2.07</td>
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<tr>
<td>Ticket Subtotal</td>
<td>$203.91</td>
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<tr>
<td>Bond</td>
<td>$46.30</td>
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<tr>
<td>1/5/17 Ticket Total</td>
<td>$208.98</td>
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<th>Description</th>
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<th>Total</th>
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<td>Ticket for 1/6/17</td>
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<tr>
<td>10% on &lt; $2,000</td>
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<tr>
<td>5% on remainder</td>
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<tr>
<td>Ticket Subtotal</td>
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<td>$4,510.02</td>
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<tr>
<td>Bond</td>
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<td>1/6/17 Ticket Total</td>
<td>$4,556.46</td>
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Estimated Net Cost Decrease $14,029.48 or Increase $14,029.48

By reason of this order the time of completion will be adjusted as follows: No adjustment.

Submitted by: [Signature]  
Approval recommended: [Signature]  
Approved by: City of Irwindale  

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

Accepted, Date Contractor  
By: [Signature] (Print Name & Title)
Contract Change Order No. 06

Project: Irwindale Avenue Resurfacing, 1st St. to Foothill Blvd.  Sheet 1 of 1 Sheets
Owner: City of Irwindale  Contract/Project No.: P-916-C

To: Sully-Miller Contracting Company

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the City of Irwindale.

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. Engineer's Estimate.

Change Requested by: Resident Engineer

The last percentage shown is the net accumulated increase or decrease for the original quantity in the engineer's estimate.

Extra Work at Agreed Price

Install additional striping on concrete sections (no bid item).
Install additional striping on concrete sections for arrows that are not included on the bid item list. The agreed price includes striping and supervision for the said items. The additional working days are awarded for these items as well as other concrete striping.

Agreed Price = $976.39

Estimated Net Cost Decrease or Increase $976.39

By reason of this order the time of completion will be adjusted as follows: 2 working days

Submitted by: Date 4/16/17
Approval recommended: Date 5/16/17
Approved by: City of Irwindale Date 5/15/2017

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

Accepted, Date _______________ Contractor

By ___________________________ (Print Name & Title)
Contract Change Order No. 07

Project: Irwindale Avenue Resurfacing, 1st St. to Foothill Blvd.

Owner: City of Irwindale

To: Sully-Miller Contracting Company

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the City of Irwindale.

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. Engineer's Estimate.

Change Requested by: Resident Engineer

The last percentage shown is the net accumulated increase or decrease for the original quantity in the engineer's estimate.

**Extra Work on Bid Items (Additive/Deductive)**

Perform extra work per the attached bid item schedule at bid item unit prices. No additional compensation shall be allowed for this item. The items shall be charged as CCO #07 (additive/deductive change order). Attached list is a permanent part of this change order.

Agreed Price = $16,077.81

Estimated Net Cost Decrease or Increase $16,077.81

By reason of this order the time of completion will be adjusted as follows: None

Submitted by: ___________________________ Date 5/8/17

Approval recommended: ___________________________ Date 5/10/17

Approved by: City of Irwindale ___________________________ Date 5/15/2017

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

Accepted, Date ___________________________ Contractor

By ___________________________ (Print Name & Title)
# CITY OF IRWINDALE - RESURFACING OF LOS ANGELES STREET - P-916-C

**Contract Change Order No. 07 (Additive/Deductive Change Order)**

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<th>ITEM NO.</th>
<th>DESCRIPTION</th>
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<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
<th>ACTUAL QTY</th>
<th>ACTUAL AMOUNT</th>
<th>ADDED/DEDUCTED CHANGES</th>
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<td>5</td>
<td>COLDPLANE EXISTING AC PAVEMENT &amp; CONSTRUCT 2&quot; AC OVERLAY</td>
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<td>SF</td>
<td>$0.82</td>
<td>$173,200.00</td>
<td>210,224</td>
<td>$193,406.08</td>
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<td>6</td>
<td>REMOVE EXISTING AND RECONSTRUCT 10&quot; THICK PCC PAVEMENT</td>
<td>2,000</td>
<td>SF</td>
<td>$12.50</td>
<td>$25,000.00</td>
<td>2,010</td>
<td>$25,728.00</td>
<td>$728</td>
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<td>8</td>
<td>R&amp;R CONCRETE C&amp;G PER SPPWC STD PLAN NO. 120-1, TYPE B3-6 (150), W=12&quot;</td>
<td>140</td>
<td>LF</td>
<td>$43.00</td>
<td>$6,020.00</td>
<td>138</td>
<td>$5,534.00</td>
<td>($68.00)</td>
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<td>9</td>
<td>R&amp;R STAMPED CONCRETE, COLOR AND PATTERN TO MATCH EXISTING</td>
<td>50</td>
<td>SF</td>
<td>$74.00</td>
<td>$3,700.00</td>
<td>56</td>
<td>$4,115.88</td>
<td>$415.88</td>
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<td>11</td>
<td>INSTALL CALTRANS TYPE E LOOP DETECTORS</td>
<td>40</td>
<td>EA</td>
<td>$220.00</td>
<td>$8,800.00</td>
<td>42</td>
<td>$9,240.00</td>
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<td>12</td>
<td>INSTALL CALTRANS TYPE D BICYCLE LOOP DETECTORS</td>
<td>12</td>
<td>EA</td>
<td>$245.00</td>
<td>$2,940.00</td>
<td>15</td>
<td>$3,675.00</td>
<td>$735</td>
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<tr>
<td>13</td>
<td>R&amp;R EXISTING ADA CURB RAMP AND ADJACENT SIDEWALK (INCLUDING C&amp;G)</td>
<td>4</td>
<td>EA</td>
<td>$4,030.00</td>
<td>$16,120.00</td>
<td>5</td>
<td>$20,150.00</td>
<td>$4,030.00</td>
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<td>15</td>
<td>INSTALL 4&quot; SOLID WHITE LINE, TYPE G PAVEMENT MARKERS, A20A</td>
<td>950</td>
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<td>$1.10</td>
<td>$1,045.00</td>
<td>1,170</td>
<td>$1,287.00</td>
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<td>INSTALL 4&quot; DASHED WHITE LINE W/PAVEMENT MARKERS, A20A DETAIL 9</td>
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<td>$1,960.00</td>
<td>37</td>
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<td>1,340</td>
<td>LF</td>
<td>$2.70</td>
<td>$3,588.00</td>
<td>2,211</td>
<td>$5,969.70</td>
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<tr>
<td>21</td>
<td>INSTALL 4&quot; SOLID DOUBLE Y LINE W/PAVEMENT MARKERS, A20B DETAIL 29</td>
<td>1,151</td>
<td>LF</td>
<td>$1.60</td>
<td>$1,841.60</td>
<td>1,010</td>
<td>$1,616.00</td>
<td>($225.60)</td>
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<td>22</td>
<td>INSTALL PAVEMENT MARKINGS PER PLAN</td>
<td>1,020</td>
<td>SF</td>
<td>$2.70</td>
<td>$2,754.00</td>
<td>1,195</td>
<td>$3,228.50</td>
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<tr>
<td>23</td>
<td>INSTALL 8&quot; DASHED WT LINE W/PAVEMENT MARKERS, PLAN A20C DETAIL 37B</td>
<td>250</td>
<td>LF</td>
<td>$1.90</td>
<td>$475.00</td>
<td>575</td>
<td>$1,092.50</td>
<td>($617.50)</td>
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<tr>
<td>24</td>
<td>INSTALL 12&quot; SOLID WHITE STRIPE OR CHEVRON</td>
<td>250</td>
<td>LF</td>
<td>$2.70</td>
<td>$675.00</td>
<td>500</td>
<td>$1,350.00</td>
<td>$675.00</td>
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<tr>
<td>25</td>
<td>INSTALL TYPE H PAVEMENT MARKERS (LEFT EDGELINE), A20B DETAIL 26</td>
<td>5,824</td>
<td>LF</td>
<td>$0.20</td>
<td>$1,164.80</td>
<td>5,232</td>
<td>$1,048.40</td>
<td>($118.40)</td>
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<td>26</td>
<td>INSTALL 8&quot; SOLID WHITE LINE W/PAVEMENT MARKERS, A20D DETAIL 36B</td>
<td>1,370</td>
<td>LF</td>
<td>$1.60</td>
<td>$2,192.00</td>
<td>1,305</td>
<td>$2,086.00</td>
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<td>27</td>
<td>INSTALL TYPE VII ARROW (L) OR (R), A24A</td>
<td>3</td>
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<td>$489.00</td>
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<td>$489.00</td>
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<td>32</td>
<td>INSTALL BLUE RAISED PAVEMENT MARKER, PER CA MUTCD 3B-102</td>
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<td>$27.00</td>
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<td>6</td>
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<td>34</td>
<td>REMOVE STRIPING</td>
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<td>SF</td>
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<td>$768.50</td>
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<td>36</td>
<td>INSTALL 4&quot; YELLOW EDGE LINE, A20B DETAIL 25A</td>
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<td>LF</td>
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<td>$286.00</td>
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<td>70</td>
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<td>$2.70</td>
<td>$189.00</td>
<td>128</td>
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**TOTAL** | $282,548.00 | $293,028.81 | $10,480.81
Date: May 24, 2017

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: APPROVAL OF PARCEL MAP NO. 74770 – MEDICAL OFFICE BUILDING/RESTAURANT SITE

City Manager’s Recommendation:

It is recommended that the City Council:

1) Approve Parcel Map No. 74770 and authorize the City Clerk, City Treasurer and the City Engineer to sign the map on behalf of the City.

2) Direct the City Engineer to submit Parcel Map No. 74770 to the Los Angeles County Registrar Recorder’s office for recordation and return a recorded copy of this Parcel Map to the City Clerk’s office.

Analysis:

1) On February 15, 2017, the Planning Commission approved Tentative Parcel Map No. 74770 allowing the subdivision of one (1) parcel, a 2.5-acre site, into three (3) parcels on property located at 15768 Arrow Highway to develop a medical office building, a restaurant, and a future street to connect Hidalgo and Juarez streets.

2) On March 8, 2017, the City Council adopted Resolution No. 2017-08-2906 approving Conditional Use Permit No. 11-2016 and Site Plan & Design Review Permit No. 8-2016 subject to the attendant conditions of approval in connection with Parcel Map 74770 and the development of the Irwindale Industrial Medical Clinic at 15768 Arrow Highway.

3) The applicant, The Hale Corporation, has agreed to the final conditions of approval for this parcel map, as outlined in Resolution No. 719(17). The Community Development Department and the required Public Works Department offsite improvements pertaining to this subdivision will be constructed as a part of the development of the Irwindale Industrial Medical Clinic. As such, these conditions will be met prior to the issuance of a certificate of occupancy.

4) In regards to the County of Los Angeles Fire Department conditions of approval, the applicant, in the amount approved by the City Engineer, has submitted the required faithful performance bond, labor and material bond, and the subdivision improvement agreement as approved to form by the City Attorney to ensure that the required fire hydrants will be constructed.
5) The City's contract surveyor has checked and approved this parcel map for mathematical accuracy, survey analysis, title information and compliance with the State Subdivision Map Act.

Fiscal Impact: ✗ (Initial of CFO) None.

Legal Impact: ✗ (Initial of Legal Counsel) See Note 4.

Contact Person/Prepared By: William K. Tam, Public Works Director/City Engineer Phone (626) 430-2212.

[Signature]

John Davidson, City Manager
SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF IRWINDALE

and

THE HALE CORPORATION
Agreement Date: May 24, 2017
Subdivider Name: THE HALE CORPORATION (hereinafter “Subdivider”)
Subdivision Name: THE HALE CORPORATION APN #: 8417-035-902 (hereinafter “Subdivision”)
Tentative Map No.: 74770 (Approval Date: 2/15/2017) (hereinafter “Approved Tentative Map”)
Improvement Plans Approved On: 5/24/2017 (hereinafter “Plans”)
Estimated Total Cost of Improvements: $41,400
(including Fire Department Requirements)
Estimated Total Cost of Monumentation: $5,000 (based upon the Plans, including individual lots, subdivision boundary and public improvements)
Security:
Cash Deposit, Agreement Dated: May 24, 2017
## Designees for the Service of Written Notice:

<table>
<thead>
<tr>
<th>CITY:</th>
<th>SUBDIVIDER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Engineer</td>
<td>Richard Hale</td>
</tr>
<tr>
<td>City of Irwindale</td>
<td>The Hale Corporation</td>
</tr>
<tr>
<td>5050 N. Irwindale Ave.</td>
<td>513 S. Myrtle Avenue, Suite A</td>
</tr>
<tr>
<td>Irwindale, CA 91706</td>
<td>Monrovia, CA 91016</td>
</tr>
<tr>
<td>(626) 420-2200</td>
<td>(626) 358-4523 x107</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY PROJECT INSPECTOR</th>
<th>SURETY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edgar Rojas</td>
<td>Name:</td>
</tr>
<tr>
<td>Engineering &amp; Mining Manager</td>
<td>Address:</td>
</tr>
<tr>
<td>City of Irwindale</td>
<td>Tel.:</td>
</tr>
<tr>
<td>5050 N. Irwindale Avenue</td>
<td></td>
</tr>
<tr>
<td>Irwindale, CA 91706</td>
<td></td>
</tr>
<tr>
<td>(626) 430-2210</td>
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01005.0006/373420.1
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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 24th day of May 2017, by and between the CITY OF IRWINDALE, a municipal corporation, organized and existing in the County of Los Angeles, under and by virtue of the laws of the State of California, ("CITY"), and THE HALE CORPORATION, a corporation (Subdivider').

RECATALS

A. Subdivider is the developer and owner representative of the owner of, and has obtained approval of a subdivision map identified as Tentative (Tract/Parcel) Map No. 74770, (the "Map"), located in the City of Irwindale, County of Los Angeles, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving Parcel Map No. 74770 for the Property and permitting development of the Property to proceed.

COVENANTS

Based upon the foregoing Recitals, which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements including Fire Department requirement of two (2) new fire hydrants (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement.
(said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is $41,400.

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property. The Conditions associated with the Map are included as Exhibit "B" attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Subdivider’s contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer’s prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on Parcel Map No. 74770 in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Irwindale. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

1.5. Performance of Work. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider’s obligations under this Agreement.

1.6. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be
binding on City unless approved in writing by the City Engineer. The City and Subdivider may mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.7. **Defective Work.** Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.8. **No Warranty by City.** The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.9. **Authority of the City Engineer.** In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.

1.10. **Documents Available at the Site.** Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.11. **Inspection.** Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Subdivider's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Subdivider's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12. **Compliance With Law: Applicable Standards for Improvements.** In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the conditions of all
necessary permits and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.

Subdivider shall construct the improvements in accordance with the City standards in effect at the time of the adoption of the Approved Tentative Map. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary, and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.14. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.15. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Subdivider or its contractor of such items. After the Subdivider's contractor has completed these items, the procedure shall then be the same as specified above for the Subdivider's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Subdivider or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Subdivider shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.
The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

1.16. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements, and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

1.18. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Subdivider shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the recordation of the Notice of Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement one (1) year after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended for a period or periods not exceeding two (2) years. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of
Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider’s failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Subdivider acknowledges City’s right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer’s satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider’s time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City’s receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider’s claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and the City Engineer’s decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider’s failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1. In this regard, Subdivider agrees that if the Works of Improvement have not been completed on or before the later of two (2) years from the date of this Agreement or within the time allowed herein, whichever is the later, and if City thereafter initiates proceedings to revert the Property to acreage, pursuant to Government Code Section 66499.16, Subdivider hereby consents to such reversion to acreage and agrees that any improvements made by or on behalf of Subdivider shall not be considered in determining City’s authority to revert the Property to acreage.

3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Subdivider agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to,
the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 et seq., Subdivider agrees that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Subdivider's contractors and subcontractors shall obtain a valid City of Irwindale business license prior to performing any work pursuant to this Agreement. Subdivider shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

3.4. Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.


(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"): 

(i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of $20,700 equal to 100% of the estimated construction cost referenced in Section 1.1.
(ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to $20,700 equal to 100% of the estimated construction cost referenced in Section 1.1.

(iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of $5,750 equal to 100% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council’s acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of $5,400 equal to 15% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.
(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

(i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Irwindale, State of California (and the Security Instrument shall so provide).

(ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).

(iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.

(iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security may be released by the City.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.
(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereferer at any time elect instead to apply such funds as provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein, and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8 and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

(i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;

(ii) the Works of Improvement have been accepted;

(iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and

(iv) After passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.
(c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

5. **Cost of Construction and Provision of Inspection Service.**

5.1. **Subdivider Responsible for All Costs of Construction.** Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Subdivider is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Subdivider and City prior to construction of the Works of Improvement.

5.2. **Payment to City for Cost of Related Inspection and Engineering Services.** Subdivider shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

6. **Acceptance of Offers of Dedication.** The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

7. **Warranty of Work.** Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. **Default.**

8.1. **Default by Subdivider.** Default by Subdivider shall include, but not be limited to:
(a) Subdivider’s failure to timely commence construction of Works of Improvement under this Agreement;

(b) Subdivider’s failure to timely complete construction of the Works of Improvement;

(c) Subdivider’s failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;

(d) Subdivider’s insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;

(e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(f) Subdivider’s failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider’s obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City’s damages in the event of default by Subdivider. The City’s right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City’s damages for Subdivider’s default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider’s surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider’s materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Notice of Violation. The Subdivider’s failure to comply with the terms of this Agreement constitutes Subdivider’s consent for the City to file a notice of violation against all the lots in the Subdivision, or to rescind or otherwise revert the Subdivision to acreage. Subdivider specifically recognizes that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Subdivider shall be within the sole discretion of the City.

8.4. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider’s breach shall be in the discretion of the City.
Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City’s right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

8.5. Attorney’s Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney’s fees. In the event of any dispute arising out of Subdivider’s performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney’s fees and costs. Such attorney’s fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney’s fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.6. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.
After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the recordation of the Notice of Acceptance by the City of the Works of Improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

10. **Subdivider's Indemnity of Project Approval.** Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. **Insurance Requirements.** Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum $1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:

(i) Premises operations; including X, C, and U coverage;

(ii) Owners' and contractors' protection;

(iii) Blanket contractual;

(iv) Completed operations; and

(v) Products.
(b) Commercial Business Auto policy with a minimum $1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

- Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and

- Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

(c) Workers Compensation and Employers’ Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:

- This policy shall provide coverage for Workers’ Compensation (Coverage A); and

- This policy shall provide coverage for $1,000,000 Employers’ Liability (Coverage B).

- Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: “I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.”

- Prior to commencement of work, the Subdivider shall file with the City’s Risk Manager a Certificate of Insurance or certification of permission to self-insure workers’ compensation conforming to the requirements of the Labor Code.

(d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:

- “The City of Irwindale, its officers, employees and agents are hereby added as additional insureds.”

- “This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self-insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only.”
(iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."

(iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Irwindale in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.

(v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Irwindale  
Risk Management  
5050 N. Irwindale Ave.  
Irwindale, CA 91706


12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

(a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

(b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury
to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Subdivider’s prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Subdivider shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(d) Subdivider’s discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.


13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider’s right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of Los Angeles County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City’s approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume
Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City
ordinances providing therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (I) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

CITY:

CITY OF IRWINDALE,
a municipal corporation

By: __________________________________________
    Mark A. Breceda, Mayor

APPROVED BY CITY COUNCIL

Dated: ______________________, 20___

ATTEST:

By __________________________________________
    Laura M. Nieto, CMC, Deputy City Clerk

SUBDIVIDER:

THE HALE CORPORATION
a corporation

By: ______________________________
    Dick Hale
    Its: President

By: ______________________________
    Susan L. Hale
    Its: Vice President

*Two signatures are required if a corporation.

Address:
513 South Myrtle Avenue, Suite A
Monrovia, CA 91016

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By _______________________________________
    Fred Galante, Esq., City Attorney

RECOMMENDED:

By _______________________________________
    William K. Tam, City Engineer
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA    )
COUNTY OF ____________    ) ss.

On ____________, 20__, before me, ________________________, a Notary Public, personally appeared ________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

________________________
Notary Signature

(Seal)
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ________________  

On ____________, 20__, before me, ________________, a Notary Public, personally appeared __________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

________________________________________
Notary Signature

(Seal)
EXHIBIT “A”

PARCEL MAP 74770 LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON APRIL 21, 1877.
EXHIBIT "B-1"

TENTATIVE PARCEL MAP 74770
CITY OF IRWINDALE CONDITIONS OF APPROVAL PER RESOLUTION NO. 719(17)

The Conditions issued to Subdivider for development of the Property follow this page.
RESOLUTION NO. 719(17)

A RESOLUTION OF THE PLANNING COMMISSION TO APPROVE TENTATIVE PARCEL MAP NO. 74770, TO ALLOW THE SUBDIVISION OF ONE (1) PARCEL INTO THREE (3) PARCELS ON PROPERTY LOCATED AT 15768 ARROW HIGHWAY IN THE C-2 (HEAVY COMMERCIAL) ZONE, SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

(i) Richard Hale (The Hale Corporation), 513 S. Myrtle Avenue, Suite A, Monrovia, CA 91016, the Applicant, on behalf of Irwindale Industrial Medical Clinic, has made a request for a Tentative Parcel Map, pursuant to Title 16 of the Irwindale Municipal Code (IMC), to allow the subdivision of one (1) parcel into three (3) parcels on property located at 15768 Arrow Highway ("Subdivision").

(ii) The property is zoned C-2 (Heavy Commercial). Hereinafter in this Resolution, the subject Tentative Parcel Map shall be referred to as the "Application."

(iii) The property located at 15768 Arrow Highway ("Property") was included in the Successor Agency’s Long-Range Property Management ("LRPMP"), which was prepared pursuant to the Dissolution Act and described the proposed plans for disposition of all 25 properties owned by the Irwindale Community Redevelopment Agency at the time of redevelopment dissolution.

(iv) On December 9, 2015, the Successor Agency entered into an agreement with Genton Property Group ("Genton") to purchase and develop the Property.

(v) On June 14, 2016, the agreement with Genton was terminated in writing by mutual consent of the parties.

(vi) On August 24, 2016, the Successor Agency approved a proposal from Irwindale Industrial Medical Clinic ("IIMC" or ("Purchaser") to purchase and develop the Property with a medical office building and restaurant pad, and dedicate a portion of the Property to connect Hidalgo and Juarez Streets (the "Street Connection").

(vii) On February 15, 2017 the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, closed the public hearing and approved the Tentative Parcel Map, subject to the approval of a Resolution, which would detail the specific Conditions under which the Application was approved.

(viii) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Irwindale as follows:

Planning Commission Resolution No. 719(17)
Page 1 of 9
1. The Planning Commission hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, development plans, and Conditions of Approval attached hereto as Exhibit “A,” this Planning Commission hereby specifically finds as follows:

a. The proposed map is consistent with the General Plan, applicable specific plans, and the Zoning Code:
   The subject property of the proposed map has a General Plan land use designation of Commercial and is zoned C-2 (Heavy Commercial). The development proposed with the proposed map is consistent with the General Plan land use designation and zoning for the property. There are no specific plans applicable to the property.

b. The design or improvement of the proposed subdivision is consistent with the General Plan, applicable specific plans, and the Zoning Code:
   The Commercial land use designation allows for development of commercial uses with a maximum floor area ratio (FAR) of 0.5 to 1.0. The proposed developments, which include a medical office building with a .23 FAR, a drive-thru restaurant with a .08 FAR, and the dedication of land for a street connection between two existing streets, are consistent with the Commercial land use designation. The design and improvements of the proposed subdivision are consistent with all Zoning Code development standards established for the C-2 (Heavy Commercial) zone with respect to land use, building height, landscaping, and parking. There are no specific plans applicable to the property.

c. The site is physically suitable for the type of development proposed:
   The site is a flat parcel fronting Arrow Highway that was previously developed with a manufacturing business. It is physically suitable for the proposed commercial developments as established in the Zoning Code.

d. The subdivision is physically suited for the proposed density or intensity of development:
   The site is a 2.5-acre site served by existing improved roadways and utilities. The proposed development does not require the construction or installation of additional public improvements to serve the project. The new parcels require a minimum 5,000 – 10,000 square-foot lot area for commercial development. The new lots will range in size from 41,210 to 56,818 gross square feet, not including the new street dedication.

e. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor substantially and avoidably injure fish or wildlife or their habitat:
The parcel is located in an urbanized area. The site was previously developed with a manufacturing business and is now a vacant parcel with no fish or wildlife habitat on site.

f. *The design of the subdivision or type of improvements will not pose a threat to the public health, safety, and welfare.*
   The design of the subdivision and improvements will not pose a threat to the public health, safety, and welfare. Adequate fire and police protection is available to serve the project. Uses permitted and conditionally permitted within the proposed project are required to meet all Federal, State and local health and safety codes and regulations.

g. *The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.*
   The project site does not currently have any public access or use easements within its boundaries. The project includes the dedication of 12,681 square feet to the City for the construction of a street connection between Hidalgo and Juarez Streets. A recorded easement between Parcels 1 and 2 and the adjacent property to the west will be included as a condition of approval for the project.

h. *Any discharge of waste from the proposed subdivision into an existing sewer system would not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board.*
   The proposed subdivision is served by an existing City sewer system and is required to comply with all requirements of the California Regional Water Quality Control Board.

i. *The requirements of CEQA have been satisfied.*
   The project is Categorically Exempt from the provisions of CEQA pursuant to Section 15315 of Title 14 of the California Code of Regulations (Class 15; Minor Land Divisions). Also, the City has determined that the project will not have, either individually or cumulatively, an adverse impact on fish and wildlife resources.

3. The Planning Commission hereby specifically finds and determines that, in accordance with the provisions of the California Environmental Quality Act (CEQA) of 1970, as amended, and guidelines promulgated thereunder; this Application is exempt from the California Environmental Quality Act (CEQA), pursuant to Categorical Exemption Class 15 (Minor Land Divisions), Section 15315 of the CEQA Guidelines.

4. Based upon the substantial evidence and conclusions set forth herein above, this Planning Commission hereby recommends that the City Council approve the Application and by this reference incorporates conditions that are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Chapters 16 and 17 of the Irwindale Municipal Code.

5. The Secretary shall:
   
a. Certify to the adoption of this Resolution; and
b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 15th day of February 2017.

Chairperson

ATTEST:


I, Gustavo Romo, Community Development Director of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a meeting of the Planning Commission of the City of Irwindale held on the 15th day of February 2017, by the following vote:

AYES: COMMISSIONERS: A. Tapia, R. Hartman, R. Chico, L. Corpis, P. Gonzales

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Secretary
EXHIBIT “A”

PLANNING COMMISSION RESOLUTION NO. 719(17)

Tentative Parcel Map No. 74770
Richard Hale
The Hale Corporation
513 S. Myrtle Avenue, Suite A
Monrovia, CA 91016

FINAL CONDITIONS OF APPROVAL

A. GENERAL CONDITIONS:

1. The Applicant shall agree and consent, in writing, to each and every Tentative Parcel Map approval set forth herein within twenty (20) days from the adoption of this Resolution by the Planning Commission approving Tentative Parcel Map 74770.

2. Plans for any proposed site improvements shall be submitted to the Los Angeles County Fire Department and City Building Department for review and approval prior to the issuance of Building Permits.

3. The Tentative Parcel Map may be revoked for any violation of or noncompliance with any of these conditions or other codes, regulations of standards enforced by or beneficial to the City of Irwindale in accordance with IMC Section 17.80.140 “Revocation”.

4. City inspectors shall have access to the site to reasonably inspect the proposed subdivision during normal working hours to assure compliance with these conditions and other codes.

5. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permit for this project.

6. Upon receipt of a complaint related to any condition of approval imposed by this Tentative Parcel Map, the City shall notify the Applicant of the alleged violation, and the Applicant shall commence to cure within ten (10) days after the receipt of the notice.

7. All graffiti shall be adequately and completely removed or painted over to match the surface within 48 hours of such graffiti being affixed on any structure or fence at the proposed subdivision.

8. The subdivision authorized by the Tentative Parcel Map shall conform to the plans as finally approved by the City as conditioned herein, and any appreciable modification...
as determined by the Director of Community Development shall require the prior approval of the Planning Commission or City Council, as applicable.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. This Tentative Parcel Map is for the subdivision of one (1) parcel into three (3), as shown on Tentative Parcel Map 74770, dated January 26, 2017, located at 15768 Arrow Highway, Irwindale, CA 91706.

2. This Tentative Parcel Map approval shall expire two (2) years after approval by the City of Irwindale City Council. Upon receipt of written request for extension, the granting body, upon good cause shown by the Applicant, may extend the time limitations imposed by Section 66452.11 “One Time Map Extension” of the 2015 Subdivision Map Act for a period not to exceed two (2) years.

3. The Final Conditions of Approval shall be recorded with the Parcel Map.

4. The owner/developer shall dedicate the property identified as Parcel 3 on the tentative parcel map to the City of Irwindale, subject to the terms of the Purchase and Sales Agreement and Escrow Instructions (PSA).

5. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning Tentative Parcel Map No. 74770. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

6. All mechanical equipment such as gas meters, electrical meters, electrical transformers (those not owned by the public utility) or other obstructions will be located either underground or within a designated area built directly into a building and screened with a cabinet door. The location of said utilities/equipment shall be shown in the Site Plan and subject to the approval of the Director of Community Development.

7. All proposed block walls on the parcels shall be decorative block. Precision block shall not be permitted.

C. PUBLIC WORKS DEPARTMENT

Streets

1. All work within the Public Right-of-Way shall be performed in accordance with the City Standards to the satisfaction of the City Engineer.
2. Red curb markings and "No Parking Anytime" signage shall be installed along both sides of the new street.

Utilities

3. Storm drains, catch basins, connector pipes, and appurtenances for the site specific storm drain system shall be designed and constructed in accordance with Los Angeles County standards and the City Engineer's requirements. The owner/developer shall submit grading and drainage plans to the City Engineer for review and approval. The grading and drainage plans shall be prepared by a licensed civil engineer and comply with Los Angeles County grading permit requirements. A hydrology study shall be included with the drainage plan.

3. The owner/developer shall obtain a Storm Drain Connection Permit for the connection to the storm drain system.

4. Sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be approved by the City Engineer. A sewer study shall be submitted along with the sanitary sewer plans.

Traffic

4. A Reciprocal Access Easement Agreement shall be prepared for the southerly driveway access for each new parcel and the adjacent property. These agreements shall be executed and recorded in the Office of the Los Angeles County Recorder. Such agreements and any CC&Rs shall be subject to the approval of the City Attorney.

Parcel Map

5. Final parcel map shall be prepared and submitted to the Public Works Department for review and approval. The applicant shall be responsible for all fees associated with the review and processing of the final map. The developer shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.

6. The owner/developer shall provide, at no cost to the City, one mylar print of the recorded parcel map from the County of Los Angeles Department of Public Works.

7. An Easement Agreement for all easements (e.g., reciprocal access; surface drainage; utilities, etc.) shall be prepared for each parcel, and shall be executed and recorded in the Office of the Los Angeles County Recorder. Such agreements and any CC&Rs shall be subject to the approval of the City Attorney.

8. The developer, under the direction of a certified land surveyor and at no cost to the City, shall install all required property boundary monuments, centerline ties and City monuments subject to the Public Works Director/City Engineer's approval.

Affidavit of Acceptance
Tentative Parcel Map No. 74770
PC Resolution No. 719(17)
15768 Arrow Highway
Page 3 of 6
Fees

9. The owner/developer shall comply with all requirements of the County Sanitation District, make application for and pay the sewer maintenance fee.

10. The owner/developer shall pay the connection fee upon application for storm water connection to the County of Los Angeles system.

Miscellaneous

11. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. The project shall also conform to the City’s Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges.

12. Per the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.

Building and Safety

13. Building permits shall be prepared and submitted to the Building and Safety Division and all construction shall be in compliance with the Irwindale Building Code and all applicable regulations.

D. FIRE DEPARTMENT

1. Projects associated with a land development permit such as a tract or parcel map, shall submit plans to the Land Development Unit (LDU) for review and approval prior to submitting to Fire Prevention Engineering for building plan review. To contact LDU, please call (323) 890-4243 or submit to our office located at 5823 Rickenbacker Road, Commerce, CA 90040.

2. Indicate on plans the project address and assessor’s parcel number(s).

Affidavit of Acceptance
Tentative Parcel Map No. 74770
PC Resolution No. 719(17)
15768 Arrow Highway
Page 4 of 6
3. All future buildings shall provide approved address numbers. Compliance required prior to occupancy to the satisfaction of the City of Irwindale, Public Works and the County of Los Angeles Fire Code.

4. Provide a minimum unobstructed width of 26 feet clear to the sky, Fire Department vehicular access to within 150 feet of all portions of exterior walls. Dead-end access roadways greater than 150 feet in length, shall be provided with an approved fire apparatus turnaround. The access width shall be increased to 28 feet when proposed buildings, or portions of buildings, are more than 3 stories, or more than 30 feet in height. The access roadway shall be located a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official. A 32-foot centerline turning radius is required at each change of direction in vehicle travel regardless of the required width. Fire Code 503.1.1 & 503.2.1.

5. On the site plan, show the location of all existing public fire hydrants within 300 feet (commercial building) of all property lines and 300 feet via vehicular access to building structure (residential building) and call out the hydrant size and dimensions to property lines. Additionally, show all existing on-site fire hydrants.

6. The Final Map shall be submitted to our office for review and approval prior recordation.

7. Fire Department vehicular access roads must be installed and maintained in a serviceable manner prior to and during the time of construction. Fire Code 501.4.

8. Additional requirements, including the installation of additional fire hydrants, may be imposed, in accordance with applicable codes, regulations, standards and policies after the above information is reviewed. Fire Department requirements are based on the information provided on the plans submitted for review.
ACCEPTANCE

I/We, the undersigned, have read and do hereby accept all of the conditions on this document and all other conditions imposed by Tentative Parcel Map No. 74770 and Resolution No. 719(17) and do agree that I/We shall conform with and abide by such conditions.

Applicant's Signature

Property Owner's Signature

RICHARD T. HALE Sr.
Applicant's Name

JOE F. FERASER
Property Owner's Name

2-27-2017
Date

2/27/17
Date

Affidavit of Acceptance
Tentative Parcel Map No. 74770
PC Resolution No. 719(17)
15768 Arrow Highway
Page 6 of 6
EXHIBIT "B-2"

TENTATIVE PARCEL MAP 74770

COUNTY OF LOS ANGELES FIRE DEPARTMENT CONDITIONS OF APPROVAL

The Conditions issued to Subdivider for development of the Property follow this page.
COUNTY OF LOS ANGELES FIRE DEPARTMENT
FIRE PREVENTION DIVISION
Land Development Unit
5823 Rickenbacker Road
Commerce, CA 90040
Telephone (323) 890-4243, Fax (323) 890-9783

PROJECT: TPM 74770       MAP DATE: 11-28-2016
CITY: Irwindale          ADDRESS: 15768 Arrow Hwy.

THE FIRE DEPARTMENT RECOMMENDS CLEARANCE OF THIS PROJECT TO
PROCEED TO PUBLIC HEARING AS PRESENTLY SUBMITTED WITH THE
FOLLOWING CONDITIONS OF APPROVAL.

FINAL MAP REQUIREMENTS

The Final Map shall be submitted to our office for review and approval prior
recordation.

The fire hydrant improvement plans for two new required public fire hydrants shall be
submitted to our office for review and approval prior clearance of the Final Map.

ACCESS REQUIREMENTS

Verification for compliance will be performed during the architectural plan review
prior to building permit issuance.

1. Fire Department apparatus access shall be extended to within 150 feet of all
   portions of the exterior walls of any future buildings or structures.

2. All future buildings shall provide approved address numbers. Compliance
   required prior to occupancy to the satisfaction of the City of Irwindale, Public
   Works and the County of Los Angeles Fire Code.

3. Approved building address numbers, building numbers or approved building
   identification shall be provided and maintained so as to be plainly visible and
   legible from the street fronting the property. The numbers shall contrast with
   their background, be Arabic numerals or alphabet letters, and be a minimum of
   4 inches high with a minimum stroke width of 0.5 inch. Fire Code 505.1

4. Multiple commercial buildings having entrances to individual units not visible
   from the street or road shall have unit numbers displayed in groups for all units
   within each structure. Such numbers may be grouped on the wall of the
   structure or mounted on a post independent of the structure and shall be
   positioned to be plainly visible from the street or road as required by Fire Code
   505.3 and in accordance with Fire Code 505.1.

Reviewed by: Claudia Soiza          Date: February 22, 2017
5. Fire Department vehicular access roads must be installed and maintained in a serviceable manner prior to and during the time of construction. Fire Code 501.4.

6. Provide a minimum unobstructed width of 26 feet, exclusive of shoulders and an unobstructed vertical clearance "clear to sky" Fire Department vehicular access to within 150 feet of all portions of the exterior walls of the first story of the building, as measured by an approved route around the exterior of the building. Fire Code 503.1.1 & 503.2.2

7. a. The Fire Apparatus Access Road shall be cross-hatch on the site plan, and the width shall be clearly noted.

8. Fire Apparatus Access Roads shall not be obstructed in any manner, including by the parking of vehicles, or the use of traffic calming devices, including but not limited to, speed bumps or speed humps. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times. Fire Code 503.4

9. A minimum 5 foot wide approved firefighter access walkway leading from the fire department access road to all required openings in the building's exterior walls shall be provided for firefighting and rescue purposes. Fire Code 504.1

10. Dead-end Fire Apparatus Access Roads in excess of 150 feet in length shall be provided with an approved Fire Department turnaround. Fire Code 503.2.5
   a. Include: The dimensions of the turnaround, with the orientation of the turnaround shall be properly placed in the direction of travel of the access roadway.

11. Fire Apparatus Access Roads shall be provided with a 32 foot centerline turning radius in all turns associated with the required access. Fire Code 503.2.4
   a. Indicate the centerline, inside and outside turning radii for each change in direction on the site plan.

WATER SYSTEM REQUIREMENTS

Reviewed by: Claudia Soiza  
Date: February 22, 2017
1. All fire hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal, and shall be installed in accordance with the County of Los Angeles Fire Department Regulation 8.

2. The required fire flow for the public fire hydrants on this development is 3000 gallons per minute at 20 psi for a duration of 3 hours, over and above maximum daily domestic demand.

3. Install two new public fire hydrants on Arrow Hwy. (at the north and east side of the subdivision property lines).

4. All required PUBLIC fire hydrants shall be installed, tested and accepted prior to beginning construction. Fire Code 501.4

5. Additional on-site fire hydrants may be required during the Building Plan Check Phase.

6. All on-site fire hydrants shall be installed a minimum of 25' feet from a structure or protected by a two (2) hour rated firewall. Exception: For fully sprinkled multi-family structures, on-site hydrants may be installed a minimum of 10 feet from the structure. Fire Code Appendix C106

7. All private on-site fire hydrants shall be installed, tested and approved prior to building occupancy. Fire Code 901.5.1

8. Plans showing underground piping for private on-site fire hydrants shall be submitted to the Sprinkler Plan Check Unit for review and approval prior to installation. Fire Code 901.2 & County of Los Angeles Fire Department Regulation 7

9. Vehicular access must be provided and maintained serviceable throughout construction to all required fire hydrants. All required fire hydrants shall be installed, tested, and accepted prior to construction.
10. An approved automatic fire sprinkler system is required for the proposed buildings within this development. Submit design plans to the Fire Department Sprinkler Plan Check Unit for review and approval prior to installation.

11. This project will require an additional review by the Fire Prevention Engineering Unit during the Building Plan Check phase.

For any questions regarding the report, please contact Inspector Claudia Soiza at (323) 890-4243 or at Claudia.Soiza@fire.lacounty.gov

Reviewed by: Claudia Soiza
Date: February 22, 2017
ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Irwindale for the above-referenced Subdivision, Subdivider hereby warrants to the City of Irwindale that:

1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Subdivider nor any other person with Subdivider’s permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term “Hazardous Substances” shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

4. Subdivider’s prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Irwindale, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider and that the signatories hereto have sufficient knowledge or expertise, either personally, through
reasonable inspection and investigation of the property, or through reasonable reliance upon
the investigation and professional opinion of Subdivider’s environmental experts, to make the
representations herein, and that no consent of any other party is required to execute this
warranty and make the representations herein on behalf of the Subdivider to the City of
Irwindale.

Each of the undersigned persons declares under penalty of perjury that the foregoing
is true and correct.

Dated: May 24, 2017

SUBDIVIDER*

________________________

a____________________

By: _______________________

________________________

*Proof of authorization for Subdivider’s signatures is required to be submitted concurrently with this
environmental warranty.
Date:      May 24, 2017
To:        Honorable Mayor and City Council
From:      John Davidson, City Manager
Issue:     Appropriation of Asset Forfeiture Funds

City Manager’s Recommendation:

Adopt Resolution No. 2017-25-2923, entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING FEDERAL AND STATE ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT, reading by title only and waiving further reading thereof, thereby appropriating asset forfeiture funds.

Analysis:

The Department of Justice (DOJ) Equitable Sharing Program (Asset Forfeiture) is federal law enacted in 1984. The primary purpose of this program is to assist law enforcement in the deterrence of crime by depriving criminals of the profits and proceeds of their criminal activities and to weaken criminal enterprises by removing the instrumentalities of crime. An ancillary purpose of this program is to enhance cooperation among federal, state and local law enforcement agencies through the equitable sharing of federal forfeiture proceeds.

The Irwindale Police Department in cooperation with federal, state, and local agencies, has participated in several investigations over the past four years that have resulted in the seizure of personal property to include automobiles and U.S. currency. Through the Equitable Sharing Program, the police department applied for and received a portion of funds from each related investigation from both federal and state equitable sharing programs. Allocations of funds through these programs are determined by the percentage of time and effort that a participating agency puts toward the case investigation that resulted in seized property.

Federal and state laws dictate permissible and non-permissible purchases under the asset forfeiture program. Permissible items include law enforcement training in any area that is necessary to perform official law enforcement duties, equipment and operations for investigations and official law enforcement duties, telecommunications equipment, and law enforcement facilities and related items to include government furniture.

Asset forfeiture funds cannot be used for regular salaries of existing police officers, but may be used for the salary of police officers assigned to a specific
task force for a specified period of time or under certain other conditions. The permissible appropriation of funds will include:

- Salary and overtime costs associated with asset forfeiture investigations
- Law enforcement training
- Hardware, software, wireless connectivity and other required equipment related to the department’s reporting and telecommunications infrastructure
- Mobile video computers
- Radio Communication Systems
- In-car camera system
- Video surveillance equipment
- Equipment and operations related to investigations
- MDC – Mobile Data Computers
- Executive Conferences – In State/Out of State

**Fiscal Impact:**

Federal and State Asset Forfeiture funds are received, appropriated and spent out of Funds 16 and 17 respectively. These funds are separate from the General Fund.

The police department has received $15,569.89 for fiscal year 2015-2016 of federal asset forfeiture – federal Treasury Funds.

The police department has also received asset forfeiture – Federal Interest (fund 16) for fiscal year 2015-2016 in the amount of $2,506.51 and asset forfeiture – State Interest (fund 17) for fiscal year 2015-2016 in the amount of $371.34.

If approved, the attached resolution allows for an appropriation of $18,076.40 federal and $371.34 state asset forfeiture funds as follows:

- $10,000.00 to Overtime-Narcotics Investigation 16-35-370-41200-1813
- $8,076.40 to Computer Systems 16-35-370-44300-0000
- $371.34 to Training (state) 17-35-370-41200-0000

**Fiscal Impact:** [Signature] (Initial of CFO)

**Legal Impact:** [Signature] (Initial of Legal Counsel)

**Completed By:** Chief Anthony Miranda
**Phone:** (626) 430-2234

John Davidson, City Manager
RESOLUTION NO. 2017-25-2923

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROPRIATING FEDERAL AND STATE ASSET FORFEITURE FUNDS
FOR USE BY THE POLICE DEPARTMENT

WHEREAS, the Irwindale Police Department wishes to enhance the quality of service to the community by seeking outside funding sources to supplement the Police Department budget; and

WHEREAS, the City of Irwindale Police Department has assisted federal, state and local law enforcement agencies with investigations related to illegal narcotics and other criminal activity over the past years; and

WHEREAS, the United States Department of Justice and the California Department of Justice have an Equitable Sharing Program that allows law enforcement agencies to share in federal forfeiture proceeds from property seized during these investigations; and

WHEREAS, federal and state laws dictate that these funds must be utilized by the Police Department for investigations and operations related to asset forfeiture investigations and/or training and equipment related to official law enforcement duties; and

WHEREAS, the Police Department has received an additional $18,076.40 in federal asset forfeiture proceeds including interest earned and $371.34 in state asset forfeiture proceeds including interest earned, which are ready for use by the Police Department in accordance with the requirements.

NOW, THEREFORE, the City Council of the City of Irwindale, California, resolves, determines and orders as follows:

SECTION 1. Asset forfeiture funds obtained through the U.S. Department of Justice Equitable Sharing Program in the amount of $18,076.40, and through the California Department of Justice Equitable Sharing Program in the amount of $371.34, are appropriated for the total amount of $18,447.74.

SECTION 2. These funds shall be used in accordance with federal and state law for salary and overtime costs associated with asset forfeiture investigations; the purchase of law enforcement training, hardware, software, mobile video computers, radio communication systems, in-car camera system, video surveillance equipment, equipment and operations related to investigations and executive conferences.

SECTION 3. The Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.
PASSED, APPROVED AND ADOPTED this 24th day of May, 2017.

ATTEST:

______________________________
Laura Nieto,
Deputy City Clerk

Mark Breceda, Mayor
AGENDA REPORT

Date: May 24, 2017

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: PROJECT UPDATE: 2016-2017 CAPITAL IMPROVEMENTS PROJECT (CIP)

City Manager’s Recommendation:

That the City Council receive and file the report regarding the status of the current projects on the City approved list of 2016-2017 Capital Improvement Projects (CIP).

Analysis:

The following is the status of the projects listed on the 2016-2017 Capital Improvement Projects (CIP):

1. Irwindale Avenue Resurfacing, Peck Road/Longden Avenue Left Turn Phasing, Catch Basin Full Capture Insert Installation Draining to the Rio Hondo Tributary and Gold Line Station Slope Improvement projects have been completed.

2. Facilities Improvement: The remodeling of the Mayor’s Office is currently underway. All required office furniture has been ordered and it is anticipated that this project will be completed by the end of June 2017.

3. 2016-17 Resurfacing Project: The resurfacing on Irwindale Avenue from Gladstone Street to Arrow Highway and First Street to Martin Road is currently going through the bidding process.

4. Citywide Bridge Repairs Project: This project is divided into two phases. The first phase of this project was awarded with construction commencing in July 2017. The design of the second phase is completed and it is anticipated that construction will be scheduled for Fall 2018.

5. The Swimming Pool Chemical Room Safety Improvements, City Facilities Improvements for CJPIA Compliance, City Hall/PD Roof Repairs and Senior Center Fountain Renovation projects are currently under design.
6. Manning Pit: The entire westerly half side along Allen Drive has been backfilled to street level. The remaining part of the site along Vincent Avenue is approximately 40 feet below street level. The contractor is currently working on the construction of the south boundary slope between the City's and County's properties lines. The entire project is expected to be completed in approximately twelve months.

7. Kincaid Pit Storm Drain: The storm drain is currently under design.

8. The I-605 Freeway On/Off Ramps @ Live Oak Avenue and Arrow Highway: Federal Funding is currently pending for this project. It is anticipated that once funding has been released, the project will be advertised and construction will commence.

9. Housing Development Project Off-Site Improvements:

   a) Calle Breceda/Inwindale Avenue, Juarez Street and 5130 Irwindale Avenue Sites: Most of the underground utilities have been installed, except for the public sewer mains for the three houses on Baca Avenue. Driveways and the sidewalk along Calle Breceda will be constructed towards the end of the project.

   b) Hidalgo Site: The water main upgrade required to increase fire flow has been completed.

   c) Nora Avenue Site: There are currently no work activities within the public right-of-way.

10. A Power Point Presentation is included in this report.

Fiscal Impact (Initial of CFO) None.

Legal Impact (Initial of Legal Counsel) None.

Prepared By: Edgar Rojas, Engineering and Mining Manager- 626/430-2210.

Reviewed By: William K. Tam, Public Works Director/City Engineer- 626/430-2212.

John Davidson, City Manager
The Irwindale SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY met in regular session at the above time and place.

ROLL CALL: Present: Councilmembers Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz, Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda

Also present: John Davidson, City Manager; Fred Galante, City Attorney; William Tam, Director of Public Works / City Engineer; Anthony Miranda, Police Chief; Eva Carreon, Director of Finance; Gus Romo, Director of Community Development; Mary Hull, Human Resources Manager, and Laura Nieto, Deputy City Clerk

SPONTANEOUS COMMUNICATIONS There were no speakers.

CONSENT CALENDAR

MOTION A motion was made by Councilmember Ortiz, seconded by Mayor Breceda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A1 MINUTES

The following minutes were approved:

1) Regular meeting held April 26, 2017

ITEM NO. 1B WARRANTS

The warrants were approved.

END OF CONSENT CALENDAR

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 7:59 p.m.

Laura M. Nieto, CMC
Deputy City Clerk
 Accounts Payable

Checks by Date - Summary By Check Number

City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency

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Report Total: 3,750.00
Accounts Payable
Checks by Date - Summary By Check Number
City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency

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Report Total: 8,775.00
IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

The Irwindale HOUSING AUTHORITY met in regular session at the above time and place.

ROLL CALL: Present: Authority Members Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz; Vice Chair Albert F. Ambriz; Chair Mark A. Breceda

Also present: John Davidson, Executive Director; Fred Galante, Authority Attorney; William Tam, Director of Public Works / City Engineer; Eva Carreon, Finance Director; Anthony Miranda, Chief of Police; Gus Romo, Director of Community Development; Mary Hull, Human Resources Manager; and Laura Nieto, Assistant Authority Secretary

RECESS TO CLOSED SESSION At 5:30 p.m., the Housing Authority recessed to Closed Session to discuss the following:

Conference with Real Property Negotiators Pursuant to California Government Code Section 54956.8

Property: 4826 Baca Avenue
Negotiating Parties: Housing Authority and Nellie Diaz
Under Negotiation: Price and terms of purchase

ACTION: Update given, direction provided; no further reportable action taken (Authority Member Garcia and Chair Breceda declaring a potential conflict of interest, recusing themselves from discussing this matter, and exited the Closed Session room).

RECONVENE IN OPEN SESSION At 8:19 p.m., the Housing Authority convened in Open Session.

SPONTANEOUS COMMUNICATIONS None.

CONSENT CALENDAR

A motion was made by Authority Member Ortiz, seconded by Authority Member Burrola, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A1 MINUTES

The following minutes were approved:

1) Regular meeting held April 12, 2017
INVESTMENT QUARTERLY REPORT – MARCH 31, 2017

The Investment Quarterly Report for March 31, 2017, was received and filed.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:20 p.m.

Laura M. Nieto, CMC
Assistant Authority Secretary
Date: May 24, 2017

To: Chairman and Housing Authority Board of Directors

From: John Davidson, Executive Director

Issue: Approving the Purchase and Sale Agreement for the property located at 4826 Baca Avenue (APN: 8417-033-010)

Recommendation:

That the Housing Authority adopt Resolution No. HA 2017-01-061 entitled, "A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY APPROVING THE PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS FOR THE PROPERTY LOCATED AT 4826 BACA AVENUE", reading by title only and waiving further reading thereof.

Background:
Pursuant to the Board's direction, Housing Authority Counsel has been negotiating with the Diaz Family ("Owners") to purchase the approximate 18,255 square foot site located at 4826 Baca Avenue ("Property"). The Property is located within an established residential neighborhood and is suitable for development of housing affordable to low- and moderate-income persons. The Property currently has three dilapidated structures on it and is currently inhabitable. The Property has been listed for sale with Domingo Martinez of Balboa Real Estate, Inc. for a listing price of $900,000. At its April 26, 2017, closed session, the Authority Board authorized staff and Housing Authority Counsel to proceed with the submittal of an offer to the Owners for the listing price. The Owners and Authority have agreed to the following: 1) an acquisition price of $900,000; 2) Housing Authority to pay for asbestos and lead-based paint clean-up not to exceed $59,000; 3) the Authority shall have the right to terminate the agreement if the cost of asbestos and lead-based paint clean-up exceeds the $59,000 limit; and 4) a $25,000 deposit.

In 2013, Converse Consultants ("Consultant") completed a Phase I Environmental Site Assessment and Lead-Based Paint and Non-Destructive Asbestos Investigation of the Property (collectively, "Environmental Testing"). At the time the Environmental Testing was conducted, the Property was not occupied; the Consultant was granted permission to enter the property and deploy destructive sampling, including testing the wall voids and roof samplings. Based on the sampling collected, the Consultant determined that the Property has lead-based paint and asbestos that will require removal by the Owners. The full extent of the environmental clean-up is not known at this time. However, the Owners have agreed that the Housing Authority would be responsible for clean-up up to a cap of $59,000. If clean up costs exceed this cost, the Housing Authority may terminate the agreement.

The Housing Authority has the funds required to purchase the Property and related costs.
The Housing Authority has the funds required to purchase the Property and related costs.

**Fiscal Impact:** (Initials of CFO)
The total cost to acquire the Property is estimated to be $900,000 plus closing costs and up to $59,000 in environmental clean-up costs. Adequate funds are budgeted in Housing Authority's Budget.

**Legal Impact:** (Initials of Legal Counsel)

**Contact Person:** Fred Galante, Legal Counsel

**Attachment:**

RESOLUTION NO. HA 2017-01-061

A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY APPROVING THE PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS FOR THE PROPERTY LOCATED AT 4826 BACA AVENUE

WHEREAS, the Housing Authority ("Authority") is established to provide suitable, safe and sanitary housing opportunities for Irwindale residents; and

WHEREAS, the Authority offered to purchase the property of approximately 18,255 square feet located at 4826 Baca Avenue and identified as Los Angeles County Assessor ID# 8417-033-010 ("Property") listed for sale by the sellers; and

WHEREAS, the Authority desires to purchase the Property to develop housing affordable to low- and moderate-income persons; and

WHEREAS, the Authority has sufficient funds to acquire the Property, including anticipated clean-up costs and escrow fees; and

NOW, THEREFORE, the Board of the Irwindale Housing Authority does hereby find and resolve as follows:

SECTION 1. The Agreement for Purchase and Sale Agreement and Escrow Instructions for Property in the form provided to the Authority concurrently with this Resolution is hereby approved and the Executive Director is authorized and directed to execute all documents same and pertinent to and necessary to acquire the Property in forms approved by the Authority Counsel.

SECTION 2. The Authority Assistant Secretary shall certify to the passage and adoption of this Resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED, AND ADOPTED this _______ day of ________ 2017.

__________________________
Mark A. Breceda, Chair

ATTEST:

__________________________
Laura M. Nieto, CMC
Authority Assistant Secretary
I, Laura M. Nieto, Assistant Secretary of the Irwindale Housing Authority, do hereby certify that the foregoing Resolution No. HA 2017-01-061 was adopted at a special meeting of the Housing Authority held on _________________, 2017, by the following vote:

AYES: Authority Members:

NOES: Authority Members:

ABSENT: Authority Members:

ABSTAIN: Authority Members:

__________________________________________
Laura M. Nieto, CMC
Authority Assistant Secretary
AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made this ___ day of __________, 2017 by and between the IRWINDALE HOUSING AUTHORITY, a public body ("Buyer") and NELLIE M. DIAZ, a married woman ("Seller") with FIDELITY NATIONAL TITLE COMPANY, a California corporation as escrow holder ("Escrow Holder" and "Title Company").

RECITALS

A. Seller is the owner of that certain improved real property located in the City of Irwindale, County of Los Angeles, State of California, located at 4826 Baca Avenue, Irwindale, CA 91706 (Assessor Parcel No. 8417-033-010), more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein ("Property").

B. Buyer has the power to purchase, lease, obtain option upon, acquire by gift, grant, bequest, devise, or otherwise, any real or personal property or any interest in property pursuant to Health & Safety Code Section 34315. Buyer utilizes such properties to implement the city's various housing assistance programs, which include first time ownership opportunities for families who qualify and expanding current efforts regarding fair housing in order to serve the needs of local residents. Buyer has agreed to purchase the Property pursuant to the terms and conditions of this Agreement, including that title to the Property will be transmitted to Buyer free and clear of all monetary liens.

C. Seller desires to sell and Buyer desires to buy the Property upon the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. PURCHASE AND SALE OF PROPERTY. Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer the Property upon the terms and conditions in this Agreement.

2. EFFECTIVE DATE; OPENING OF ESCROW.

2.1 Effective Date. This Agreement shall be deemed effective upon the later to occur of (i) execution of this Agreement by the parties, and (ii) approval by Buyer's Board as required by law.

2.2 Opening of Escrow. Within five (5) days after the execution of the Effective Date, the parties shall open an escrow ("Escrow") with Escrow Holder by causing an
executed copy of this Agreement to be deposited with Escrow Holder together with the Deposit (as defined in Section 3.2) ("Opening of Escrow"). The escrow officer shall be Jessica Avila, Escrow Officer at Fidelity National Title Insurance Company, 555 South Flower Street, Suite 4420, Los Angeles, CA 90071, (213) 452-7132 jessica.avila@fnf

3. PURCHASE PRICE; DEPOSIT.

3.1 Purchase Price.

a. Amount of Purchase Price. The purchase price for the Property is Nine Hundred Thousand Dollars ($900,000) ("Purchase Price").

b. Payment of Purchase Price. On the day preceding the Closing Date, Buyer shall deposit the Purchase Price (less the Deposit as defined below) with Escrow Holder in Good Funds (as defined below).

c. Good Funds. All funds deposited in Escrow shall be in "Good Funds" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

3.2 Deposit. Upon opening of Escrow, Buyer shall deposit into Escrow the sum of Twenty Five Thousand Dollars ($25,000) ("Deposit"). Should Buyer terminate this Agreement for any reason during the Due Diligence Period, Buyer shall be entitled to a refund of the Deposit, less reasonable escrow fees. However, upon completion of the Due Diligence Period (as defined in Section 7.7), the Deposit shall become non-refundable such that should Escrow terminate as the result of any Buyer default, the Deposit shall be paid to Seller as liquidated damages as set forth in Section 9 and such payment to Seller shall be the sole and exclusive remedy for Buyer's default. Otherwise, the Deposit shall be applied to the Purchase Price.

3.3 Lead-Base Paint and Asbestos Remediation Work.

a. Condition of the Property. The parties agree that the structures on the Property contain lead-base paint and asbestos although the extent is not known as of the Effective Date. Accordingly investigation and analysis by professionals is necessary to investigate, analyze and remove the asbestos ("Lead-Base Paint and Asbestos Remediation Work"). Buyer and Seller contemplate that studies, analyses or work that may be destructive or structurally invasive to the Property or fixtures thereon, such as the Lead-Base Paint and Asbestos Mitigation Work, will be performed after Closing.

b. Cost of Remediation Work. Buyer shall be responsible for the cost of any Lead-Base Paint and Asbestos Remediation Work up to a maximum amount of Fifty Nine Thousand Dollars ($59,000) ("Remediation Work Limit").
Notwithstanding the forgoing, Seller shall be liable for the cost to remediate any currently unknown hazardous substances that may be subsequently discovered on the Property that existed in, on or about the Property prior to the Closing under this Agreement.

Promptly upon opening of Escrow but prior to undertaking the Lead-Base Paint and Asbestos Remediation Work, Buyer shall retain a properly licensed asbestos removal contractor with appropriate liability insurance to investigate the Property and issue a detailed report describing the Lead-Base Paint and Asbestos Remediation Work ("Remediation Work Report"). The Remediation Work Report shall also include an estimated cost for the Lead-Base Paint and Asbestos Remediation Work ("Cost of Remediation Work").

c. **Limited License to Enter Property.** Before Closing, Seller grants to Buyer and its approved contractor a limited license to enter upon the Property for the sole purposes of obtaining the Remediation Work Report. As a condition to entry onto the Property, Buyer shall cause Buyer's contractor to provide Seller with evidence of liability insurance of not less than One Million Dollars ($1,000,000) and applicable worker's compensation insurance. Buyer shall (i) ensure that all work is done in a diligent, expeditious, and safe manner and not allow any dangerous or hazardous conditions to occur on the Property; (ii) comply with all applicable laws; and (iii) keep the Property free and clear of all materialmen's liens, lis pendens or any other liens arising out of the entry and any work performed under this Agreement. Buyer shall notify Seller in writing ("Buyer's Entry Notice") not less than three (3) days prior to entry.

d. **Buyer's Right to Terminate.** Should the Cost of Remediation Work exceed the Remediation Work Limit of Fifty Nine Thousand Dollars ($59,000), Buyer may at its sole discretion terminate this Agreement and Seller shall promptly execute any documents necessary for Escrow Holder to release the Deposit to Buyer, less reasonable escrow fees pursuant to Section 3.2.

4. **FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.**

4.1 **Seller.** Seller agrees that on or before 12:00 noon at least one (1) business day prior to the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

a. Quitclaim deed executed and acknowledged by Seller's husband as required by the Title Company in a form substantially similar to Exhibit "C" attached hereto ("Interspousal Quitclaim Deed").

b. Executed and recordable grant deed in the form attached as Exhibit "B" and incorporated herein by this reference ("Grant Deed").
c. A Non-Foreign Affidavit as defined in Section 12.7.

d. Such funds and other items and instruments as may be necessary in order for Escrow Holder or Title Company to comply with this Agreement.

4.2 Buyer. Buyer agrees that on or before 12:00 noon at least one (1) business day prior to the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

a. A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County.

b. A certificate of acceptance to be attached to the Grant Deed (“Certificate of Acceptance”).

c. Such funds and other items and instruments as may be necessary in order for Escrow Holder or Title Company to comply with this Agreement.

5. CLOSING DATE; TIME IS OF ESSENCE.

5.1 Closing Date. Escrow shall close upon satisfaction of both Buyer’s Conditions Precedent (as defined in Section 8.1) and Seller’s Conditions Precedent (as defined in Section 8.2), but no later than forty-five (45) days after the Opening of Escrow (“Closing Date”) unless otherwise extended as evidenced by a writing signed by both parties. The terms “Close of Escrow” and/or “Closing” are used herein to mean the time Grant Deed is filed for recording by the Escrow Holder in the Office of the County Recorder of Los Angeles County, California.

5.2 Possession. Seller shall deliver possession and occupancy of the Property to Buyer free of all occupants at 5:00 p.m. on the Closing Date.

5.3 Time is of Essence. Buyer and Seller specifically agree that time is of the essence of this Agreement.

5.4 Extensions. Buyer’s Executive Director or his designee (who has been designated in writing by the Executive Director) shall, in his sole and exclusive discretion, on behalf of Buyer, have the authority to approve written requests for extending any deadline under this Agreement. All extension shall be in writing and signed by the Executive Director or his designee.

6. TITLE POLICY.

6.1 Approved Title Exceptions. Buyer has received that certain Commitment For Title Insurance (Order #987-25007084-1MB) issued as of April 24, 2017 by Fidelity National Title Insurance (“Title Company”) with Mike Brinkman as title officer MBTeam@fnf.com (949) 221-4723, (“Title Commitment”).
Buyer agrees to accept title of the Property subject to the following exceptions:

(a) Non delinquent real property taxes;

(b) Exceptions 4, 7, 9 and 10, inclusive, shown on the Title Commitment;

(c) Exception 6 provided the Title Company issues an ALTA 41.1-06 endorsement; and

(d) Exception 8 provide the Title Company issues an ALTA 28.06 endorsement.

Buyer specifically disapproves Exceptions 1 through 3, inclusive; 5 and 11 ("Disapproved Exceptions"). Seller shall cause the Disapproved Exceptions to be removed prior to or concurrently with the Close of Escrow.

Within three (3) days of Opening of Escrow, Seller shall deliver to Escrow Holder a Statement of Information in the form required by the Title Company. Upon receipt of the SI, in the event that any general index liens are reflected on an amendment to the Title Commitment, Buyer specifically disapproves any such liens and Seller must remove same prior to Closing.

Upon the issuance of any amendment or supplement to the Title Commitment which adds additional exceptions, Buyer shall have five (5) days following receipt of any such additional exceptions to review and either approve or disapprove of any additional exceptions.

Seller shall comply with all additional requirements imposed by the Title Company in order to issue the Title Policy.

6.2 Title Policy. At the Close of Escrow, Escrow Holder shall furnish Buyer a binder for an ALTA/CLTA Homeowner's Policy of Title Insurance insuring title to the Property vested in Buyer with coverage in the amount of the Purchase Price, containing no exception to such title which has not been approved or waived by Buyer in accordance with Section 6.1 together with ALTA endorsements 41.1-06 and 28.06 ("Title Policy"). The cost of the Title Policy and any endorsements or an extended coverage policy to Buyer shall be paid by Buyer.

7. REQUIRED DISCLOSURES & DUE DILIGENCE.

7.1 Transfer Disclosure Statement. Within three (3) days after the Opening of Escrow, Seller shall provide a completed and executed Transfer Disclosure Statement (as specified in Civil Code Section 1102) ("TDS") for Buyer's review and approval. If Buyer disapproves the completed TDS, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period (as defined in Section 7.7). If Buyer does not disapprove the TDS within the Due Diligence Period, Buyer shall be deemed to have approved it.

7.2 Natural Hazard Disclosure Report with Tax Disclosures. Within three (3) days after the Opening of Escrow, Escrow Holder shall order and deliver to Buyer a
comprehensive natural hazard disclosure and tax report from Disclosure Source ("NHD Report") for Buyer’s review and approval. If Buyer disapproves the NHD Report, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove the NHD Report within the Due Diligence Period, Buyer shall be deemed to have approved it.

7.3 Lead-Based Paint Disclosures. Within three (3) days of Opening of Escrow, Seller shall deliver to Buyer the statutory Lead-Based Paint Disclosure and pamphlet as required by federal law ("Lead Paint Disclosure") for Buyer’s review and approval. If Buyer disapproves the Lead Paint Disclosure, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove the Lead Paint Disclosure within the Due Diligence Period, Buyer shall be deemed to have approved it. Waiver of the Lead Paint Disclosure is prohibited by law.

7.4 Material Facts & Insurance Claims. Within three (3) days of the Opening of Escrow, Seller shall disclose to Buyer in writing all known material facts and defects including known insurance claims within the last five (5) years preceding the Agreement Date.

7.5 Other Statutory Disclosures. Within three (3) days of Opening of Escrow, Seller shall deliver to Buyer all other applicable statutory disclosures (including but not limited to notice or actual knowledge of release of illegal controlled substance, etc.) as required by law for Buyer’s review and approval. If Buyer disapproves any such disclosures, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove a statutory disclosure within the Due Diligence Period, Buyer shall be deemed to have approved it.

As required by law, Seller makes the following disclosures to Buyer:

a. No HOA. The Property is subject to certain covenants, conditions and restrictions. However, there is no homeowner association and there are no HOA assessments to which the Property is subject.

b. Megan’s Law. “Notice: Pursuant to Section 290.46 of the Penal Code information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on a sex offender’s criminal history, this information will include either an address at which the offender resides or the community of residence and ZIP code in which he or she resides. (Neither Seller or Broker are required to check this website).”

c. Gas and Hazardous Liquid Transmission Pipelines. “This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public at the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at www.hpms.phmsa.dot.gov/. To seek further information about possible transmission lines near the Property, you may contact your local gas utility or other pipeline operators in the area.
Contact information for pipeline operators is searchable by ZIP code and county on the NPMS Internet Web site.

7.6 Scope of Due Diligence. Upon the opening of Escrow, Seller shall provide Buyer with any and all documents and information in Seller's possession and control concerning the Property including any contracts, leases, and reports. Buyer shall have the right to obtain at its cost, and to conduct, such engineering, feasibility studies, soils tests, environmental studies and other investigations as Buyer in its sole discretion may desire, to permit Buyer to determine the suitability of the Property for Buyer's contemplated uses and to conduct such other review and investigation which Buyer deems appropriate to satisfy itself to acquire the Property. Buyer shall further have the right to make an examination of all licenses, permits, authorizations, approvals and governmental regulations which affect the Property, including zoning and land use issues and conditions imposed upon the Property by governmental agencies.

7.7 Approval of Due Diligence Matters. Buyer shall notify Seller in writing ("Buyer's Due Diligence Notice") no later than thirty (30) days from the Opening of Escrow ("Due Diligence Period"), of Buyer's approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 6), which approval may be issued or withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before the Due Diligence Date shall be conclusively be deemed Buyer's approval under this section.

7.8 Right to Enter Property to Conduct Due Diligence. During the Due Diligence Period, Seller grants to Buyer, its agents and employees a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies (excepting the Asbestos Mitigation Work which will be invasive and require the Property to be unoccupied) reasonably necessary to evaluate the condition of the Property, which studies, surveys, reports, investigations and tests shall be done at Buyer's sole cost and expense. As a condition to Buyer's entry and inspection, Buyer shall keep the Property free and clear of all materialmen's liens, lis pendens or any other liens arising out of the entry and any work performed under this Agreement. Buyer shall notify Seller in writing ("Buyer's Due Diligence Notice") on or before the expiration of the Due Diligence Period of Buyer's approval of the condition of the Property, which approval may be withheld in Buyer's sole discretion.

Buyer shall (i) notify Seller prior to each entry of the date and purpose of intended entry and provide to Seller the names and affiliations of the persons entering the Property; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (iii) return the Property to substantially its original condition following Buyer's entry; and (iv) take the Property at Closing subject to any title exceptions caused by Buyer exercising this license.
8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("Buyer's Conditions Precedent"):

(a) Title Company will issue the Title Policy as specified in Section 6.2.

(b) Seller has provided to Buyer all documents required under this Agreement, including but not limited to, the NHD Report, Lead Disclosure Statement, etc. (cumulatively the "Disclosure Reports and Notices").

(c) Buyer has approved all Due Diligence matters (including Disclosure Reports and Notices) within the Due Diligence Period as specified in Section 7.

(d) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

(e) Buyer shall have received a Remediation Work Report in accordance with Section 3.3.

(f) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

(a) Buyer has delivered the balance of the Purchase Price to Escrow Holder.

(b) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.

(c) Buyer is not in default of its obligations under this Agreement.

9. LIQUIDATED DAMAGES.

IF BUYER SHOULD DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT OF TWENTY FIVE THOUSAND DOLLARS ($25,000) SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. IF BUYER FAILS TO PROMPTLY NOTIFY ESCROW HOLDER IN WRITING TO RELEASE THE DEPOSIT TO SELLER SUCH FAILURE SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND SELLER MAY
ELECT TO SUE BUYER UNDER THIS PROVISION OR TO WAIVE THIS
PROVISION AND PROCEED AGAINST BUYER FOR ALL APPLICABLE
DAMAGES RESULTING FROM BUYER'S DEFAULT. THIS PROVISION DOES NOT
APPLY TO OR LIMIT IN ANY WAY THE INDEMNITY OBLIGATIONS OF BUYER
UNDER THIS AGREEMENT.

Seller's Initials

Buyer's Initials

10. CONDITION OF THE PROPERTY.

10.1. Condition Taken As-Disclosed. Upon the Close of Escrow, Buyer shall
acquire the Property subject to such condition as disclosed and then known to Buyer
through its investigations, Seller disclosures and due diligence as described in Section 7
hereof or as otherwise disclosed to Buyer prior to the Close of Escrow ("As-Disclosed
Condition"). The As-Disclosed Condition of the Property shall include the asbestos-related
conditions disclosed by the Lead-Base Paint and Asbestos Remediation Work, whether
such work is undertaken before or after the Closing. Seller shall be responsible for any
defects in the Property, whether patent or latent, including, without limitation, the physical,
environmental and geotechnical condition of the Property, and the existence of any
contamination, Hazardous Materials, vaults, debris, pipelines, or other structures located
on, under or about the Property, that are existing in, on or about the Property prior to
Closing arising from Seller's ownership of the Property excluding the As-Disclosed
Condition (hereinafter referred to as "Retained Environmental Liabilities").

10.2. Hazardous Materials; Environmental Laws. Seller shall retain all liability
under any Environmental Laws asserted at any time in connection with Sellers' Retained
Environmental Liabilities. For purposes of this Agreement, "Environmental Laws" shall
mean all federal, state or local statutes, regulations, ordinances, codes or rules as such
have been or may hereafter be enacted, adopted, amended or supplemented and all
common law causes of action relating to the protection of human health or the
environmental, including without limitation, the Comprehensive Environmental Response,
Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the
Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.),
the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 7401 et seq.), the
Toxic Substance Control Act, as amended (15 U.S.C. 2601 et seq.), the Safe Drinking
Water Act, as amended (42 U.S.C. Section 300f et seq.), the Federal Insecticide,
Fungicide and Rodenticide Act, as amended (7 U.S.C. Section 136 et seq.) and the Clean
Air Act, as amended (42 U.S.C. 7401 et seq.), and private rights of action for nuisance or
damages to property or persons.

Notwithstanding any contrary provisions of this Agreement or otherwise, upon
Closing, Buyer shall and does hereby release Seller from any liability, cost or expense
Buyer may incur as a result of Buyer's purchase of the Property, the As-Disclosed
Condition of the Property, or the presence of any Hazardous Materials (hereinafter
defined) which are or may be located in, on or about the Property commencing on the
Close of Escrow or at any time thereafter (with the exception of the Retained
Environmental Liabilities). For the purposes of this Agreement, Hazardous Materials shall
be deemed to mean polychlorinated biphenyls, petroleum or by-products thereof, radioactive materials, or any chemical, material or substance included in the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "toxic substances" and/or words of similar import under any federal, state and local laws, ordinances, rules and regulations whether present or future, relating to and/or dealing with the protection of the environment and/or human health and safety and/or applicable to the generation, handling, manufacture, installation, treatment, storage, use, transportation, discharge, disposal, presence and/or release into the air, soil, water at, above or below ground level (whether accidental or intentional) of such substances or materials.

10.3. **Indemnity.** Seller and each of the entities constituting or related to Seller, if any, shall, from and after the Closing Date, release, discharge, defend, indemnify and hold harmless Buyer, the City of Irwindale, and their officers, directors, employees, agents and representatives (collectively, the "**Indemnified Parties**") from and against any and all claims, actions, suits, legal or administrative orders or proceedings, costs (including costs of environmental compliance), demands or other liabilities resulting from the acts or omissions of Seller with respect to any Retained Environmental Liabilities, including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties arise from Sellers' Retained Environmental Liabilities.

10.4. **Survival.** Notwithstanding any other provision of this Agreement, the releases and indemnifications set forth in this Section, as well as all other provisions of this Section, shall survive, after the Closing and acquisition by Buyer, the termination of this Agreement and shall continue in perpetuity.

11. **REPRESENTATIONS AND WARRANTIES.**

11.1 **General Representations and Warranties.**

Seller hereby makes the following representations and warranties to Buyer, each of which is true in all respects as of the Opening of Escrow and shall be true in all respects on the date of Close of Escrow on the Property to the best of Seller's knowledge:

(a) There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller which shall survive the Close of Escrow that would adversely affect Buyer's rights with respect to the Property except as heretofore disclosed in writing by Seller to Buyer.

(b) Seller has not received any written notice from any third parties, prior owners of the Property, of any federal, state or local governmental agency, indicating that any Hazardous Materials, Environmental Claim, Environmental Cleanup Liability exists or applies to the Property, other than that information that has already been directly disclosed to Buyer by Seller or through Buyer's already-completed investigations of the Property.
(c) There are no easements or encroachments onto the Property by buildings or improvements on any adjoining property.

(d) All federal, state, municipal, county and local taxes, the nonpayment of which might become a lien on or affect all or part of the Property, which are due and payable prior to the Closing have been paid, or on the Closing Date will have been paid in full.

(e) Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

(f) Until the Closing, Seller shall not do anything which would impair Seller's title to any of the Property or create any new encumbrance to title.

(g) Seller is not the subject of a bankruptcy, insolvency or probate proceeding nor any financial obligations concerning the Property which could become liens or encumbrances prior to the Closing.

(h) Seller has disclosed to Buyer in writing any actual knowledge that Seller has of the environmental condition of the Property.

(i) Until the Closing, if Seller learns of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Closing, Seller shall immediately give written notice of such fact or condition to Buyer.

11.2 Survival of Representations and Warranties. The representations and warranties provided in this Section 11 shall survive the Closing and delivery of the Grant Deed.

11.3 Breach; Indemnification. If a breach of a representation or warranty occurs before Closing and the party adversely affected by the breach is aware that such a breach has occurred, the breach shall be grounds to terminate this Agreement. Seller shall release, discharge, indemnify, defend and hold Buyer, its directors, officers, employees, agents, successors, assigns and other representatives, and the City of Irwindale, harmless from all losses, costs, expenses (including reasonable attorneys' fees, costs and expenses), liabilities, damages, claims, causes of action and other obligations whatsoever arising out of, resulting from, or related in any manner to: (i) claims and liens of mechanics and materialmen based on work performed on or contracted for the Property prior to the Close of Escrow (except for work performed by Buyer or contracted for by Buyer); (ii) claims for personal injury, wrongful death, property damage or other tort claims against the Property or Buyer based on events occurring and/or causes of action arising prior to the Close of Escrow, except where such injuries are directly resulting from Buyer's activities; or (iii) a breach of any representation and warranty of Seller contained in this Agreement.

12. ESCROW PROVISIONS.

12.1 Escrow Instructions. Sections 1 through 6, inclusive, 8, 12, 15 and 16 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer
and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

12.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to Buyer and instruct the Los Angeles County Recorder to mail (a) the Grant Deed to Buyer at the address set forth in Section 15 after recordation; and (b) the Interspousal Quitclaim Deed to Seller at the address set forth in Section 15 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Los Angeles County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

12.3 Proration of Real Property Taxes. All non-delinquent general and special real property taxes and assessments shall be paid by Seller, prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty day (360) year. Seller acknowledges that Buyer is a governmental agency, not subject to payment of taxes. Accordingly, Seller shall be solely responsible for seeking a refund of any overpayment of taxes from the appropriate taxing agencies. In the event that property taxes are assessed on a parcel of real property which includes land other than the Property, such proration shall include only taxes attributable to the Property, calculated in terms of total gross square feet of land assessed pursuant to the tax statement versus total gross square footage of the Property. Any supplemental tax bills received after Close of Escrow shall be paid by Seller to the extent they relate to a period prior to Close of Escrow. If a supplemental tax bill covers a period commencing before and continuing after Close of Escrow, Seller will pay the tax. If Buyer pays any supplemental tax, Buyer shall promptly reimburse Buyer within five (5) days of receipt of written demand. If Seller does not pay Buyer any such amount in the time specified, the amount shall thereafter bear interest at the rate of five percent (5%) per annum until paid. The provisions of this Section shall survive Close of Escrow.

12.4 Payment of Costs.

a. Title Policy and Escrow Costs. Buyer shall pay all costs for the Title Policy, all costs for any documentary transfer taxes, recording fees (as applicable), report fees and all Escrow costs not otherwise specifically allocated by this Agreement ("Buyer's Charges"). Note: Since the Property is being transferred to a governmental agency, no documentary transfer taxes are due pursuant to Revenue & Tax Code Section 11922.
b. **Commission.** Seller shall be responsible for payment of the Commission as defined in Section 12.8.

c. **Closing Statement.** At least three (3) business days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the parties.

12.5 **Termination and Cancellation of Escrow.** If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

12.6 **Information Report.** Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

12.7 **No Withholding as Foreign Seller.** Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE ("**Non-Foreign Affidavit**").

12.8 **Brokerage Commission.** Seller has entered into a listing agreement ("**Listing Agreement**") with Domingo Martinez (Balboa Real Estate, Inc. in Irvine) CalBRE#: 01961283 ("**Broker**") and any commission due thereunder shall be solely the responsibility of Seller. Seller confirms that Broker is entitled to a commission pursuant to
the Listing Agreement a copy of which shall be delivered to Escrow and Escrow Holder is directed to pay directly to Broker from Seller’s proceeds at Closing ("Commission").

Buyer and Seller each represent and warrant to the other that no other third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

13. **RISK OF PHYSICAL LOSS.** Risk of physical loss to the Property shall be borne by Seller prior to the Close of Escrow and by Buyer after Close of Escrow. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty Buyer shall have the option to terminate this Agreement, provided notice of such termination is delivered to Seller within twenty (20) days following the date Buyer learns of the occurrence of such casualty. If Buyer fails to terminate this Agreement pursuant to the foregoing sentence within said twenty (20) day period, Buyer shall complete the acquisition of the Property, in which case Seller shall assign to Buyer the interest of Seller in all insurance proceeds relating to such damage (subject to the rights of tenants under leases of the Property). Seller shall consult with Buyer regarding any proposed settlement with the insurer and Buyer shall have the reasonable right of approval thereof. Seller shall hold such proceeds until the Close of Escrow. In the event this Agreement is terminated for any reason, Buyer shall have no right to any insurance proceeds.

14. **NON-COLLUSION.** No official, officer, or employee of Buyer has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Buyer participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interest found to be “remote” or “non interest” pursuant to California Government Code Sections 1091 and 1091.5. Seller warrants and represents that he has not paid or given, and will not pay or give, to any third party including, but not limited to, an official, officer, or employee of Buyer, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Seller further warrants and represents that he has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any official, officer, or employee of Buyer, as a result or consequence of obtaining or being awarded any agreement. Seller is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Buyer’s Initials: ___________  Seller’s Initials: ___________
15. **NOTICES.** Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given by personal delivery which will be deemed received the following day or by mailing the same by registered or certified mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the notice is directed as set forth below, or such other address and to such other persons as the parties may hereafter designate:

**To Buyer:**
Irwindale Housing Authority  
5050 N. Irwindale Avenue  
Irwindale, California 91706  
Attention: Executive Director  
Fax No. (626) 962-4209

**With a Copy to:**
Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 1700  
Irvine, CA 92612  
Attention: Fred Galante  
Fax No. (949) 223-1180

**To Seller:**
Nellie M. Diaz  
3740 Holly Avenue  
Baldwin Park, California 91706

**To Escrow Holder:**
Fidelity National Title Insurance Company  
555 S. Flower Street, Suite 4420  
Los Angeles, California 90071  
Attn: Jessica Avila, Escrow Officer  
Fax No. (213) 452-7152

16. **GENERAL PROVISIONS.**

16.1 **Assignment.** Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party which shall not be unreasonably withheld, conditioned or delayed. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

16.2 **Attorney’s Fees.** In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

16.3 **Interpretation; Governing Law.** This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and
shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

16.4 **No Waiver.** No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

16.5 **Modifications.** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

16.6 **Severability.** If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.7 **Merger.** This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

16.8 **Execution in Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

NOTE: Sections 9 and 14 need to be separately initialed by Buyer & Seller.

SELLER:

__________________________
Nellie M. Diaz
Dated: _____________, 2017

ESCROW HOLDER:

Accepted and agreed to:

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation

By: _______________________
   Jessica Avila, Escrow Officer
Dated: ________________, 2017

BUYER:

IRWINDALE HOUSING AUTHORITY, a public body

By: _______________________
   Mark A. Breceda, Chair
Dated: ________________, 2017

ATTEST:

__________________________
Laura Nieto, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _______________________
   Fred Galante, Authority Counsel
EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Irwindale, County of Los Angeles, State of California, described as follows:

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND OF SAID LAND FILED IN THE DISTRICT LAND OFFICE APRIL 21, 1877, IN THE CITY OF IRWINDALE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION; THENCE NORTH ALONG THE CENTER LINE OF SAID SECTION 339.28 FEET; THENCE EAST AT RIGHT ANGLES FROM SAID CENTER LINE 208.56 FEET TO A POINT IN THE EAST LINE OF THE LAND DESCRIBED IN THE DEED TO ANTONIO DIAZ BY DEED RECORDED SEPTEMBER 2, 1890, AS INSTRUMENT NO. 2 IN BOOK 673, PAGE 175 OF DEEDS, RECORDS OF SAID COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH ALONG SAID EAST LINE 62.50 FEET; THENCE EAST 208.56 FEET TO THE WEST LINE OF THE LAND DESCRIBED IN THE DEED TO ELLA B. CLARK BY DEED RECORDED ON NOVEMBER 18, 1891 AS INSTRUMENT NO. 33, RECORDED IN BOOK 763, PAGE 19 OF DEEDS RECORDS OF SAID COUNTY; THENCE SOUTH ALONG SAID WEST LINE 62.50 FEET TO A LINE DRAWN AT THE RIGHT ANGLES FROM SAID CENTER LINE AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE WEST 208.50 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS:

LOT(S) 72 AS SHOWN ON A MAP ENTITLED "CITY OF IRWINDALE MAP OF POSSESSORY AND AGREEMENT LINES", AS PER MAP RECORDED IN BOOK 4, PAGE 58 TO 61, INCLUSIVE, OF MAPS AND PAGES 75, 86 AND 87 OF OFFICIAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8417-033-010
FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Irwindale Housing Authority
5050 N. Irwindale Avenue
Irwindale, California 91706
Attn: Authority Secretary

EXHIBIT “B”

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:
DOCUMENTARY TRANSFER TAX IS $0 per R&T Code 11922

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged
NELLIE M. DIAZ, a married woman (“Grantor”), hereby grants to the IRWINDALE HOUSING
AUTHORITY, a public body (“Grantee”), that real property in the City of Irwindale, County of Los
Angeles, State of California, commonly described as set forth on Exhibit A attached hereto and
incorporated herein by reference (“Property”).

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf
by its respective officers or agents hereunto as of the date specified below.

“GRANTOR”

Date: ________________, 2017

Nellie M. Diaz
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Irwindale, County of Los Angeles, State of California, legally described as follows:

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND OF SAID LAND FILED IN THE DISTRICT LAND OFFICE APRIL 21, 1877, IN THE CITY OF IRWINDALE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION; THENCE NORTH ALONG THE CENTER LINE OF SAID SECTION 339.28 FEET; THENCE EAST AT RIGHT ANGLES FROM SAID CENTER LINE 208.56 FEET TO A POINT IN THE EAST LINE OF THE LAND DESCRIBED IN THE DEED TO ANTONIO DIAZ BY DEED RECORDED SEPTEMBER 2, 1890, AS INSTRUMENT NO. 2 IN BOOK 673, PAGE 175 OF DEEDS, RECORDS OF SAID COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH ALONG SAID EAST LINE 62.50 FEET; THENCE EAST 208.56 FEET TO THE WEST LINE OF THE LAND DESCRIBED IN THE DEED TO ELLA B. CLARK BY DEED RECORDED ON NOVEMBER 18, 1891 AS INSTRUMENT NO. 33, RECORDED IN BOOK 763, PAGE 19 OF DEEDS RECORDS OF SAID COUNTY; THENCE SOUTH ALONG SAID WEST LINE 62.50 FEET TO A LINE DRAWN AT THE RIGHT ANGLES FROM SAID CENTER LINE AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE WEST 208.50 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS:

LOT(S) 72 AS SHOWN ON A MAP ENTITLED "CITY OF IRWINDALE MAP OF POSSESSORY AND AGREEMENT LINES", AS PER MAP RECORDED IN BOOK 4, PAGE 58 TO 61, INCLUSIVE, OF MAPS AND PAGES 75, 86 AND 87 OF OFFICIAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8417-033-010
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by NELLIE M. DIAZ, a married woman ("Grantor"), by Grant Deed to the IRWINDALE HOUSING AUTHORITY ("GRANTEE"), is hereby accepted by the undersigned officer and agent of Grantee and the Grantee consents to the recording of the Grant Deed.

Signed and dated at ____________, California on _________________, 2017.

GRANTEE

IRWINDALE HOUSING AUTHORITY, a public body

By: __________________________
   John Davidson
   Executive Director
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On ____________, 2017 before me, __________________________, a notary public, personally appeared __________________________ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

________________________________________
Notary Public

SEAL:
EXHIBIT “C”

WHEN RECORDED RETURN TO:
Irwindale Housing Authority
5050 N. Irwindale Avenue
Irwindale, California 91706
Attn: Authority Secretary

APN #8417-033-010
UNDERSIGNED DECLARES NO DOC TRANSFER TAX DUE IS
§0- PER R&T CODE §11911

INTERSPOUSAL QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, a married man (“Grantor”) hereby remises, releases and forever quitclaims to his spouse, NELLIE M. DIAZ (“Grantee”), any and all right, title and interest in that certain real property legally described on Attachment 1 hereto.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed on its behalf by its respective officers thereunto duly authorized, this ___ day of __________, 2017.

GRANTOR:

Print Name: ___________________________
Attachment 1

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Irwindale, County of Los Angeles, State of California, legally described as follows:

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND OF SAID LAND FILED IN THE DISTRICT LAND OFFICE APRIL 21, 1877, IN THE CITY OF IRWINDALE, DESCRIBED AS FOLLOWS:

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APN: 8417-033-010
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA   )
COUNTY OF LOS ANGELES ) ss.

On ________________, 2017 before me, ____________________________, a notary public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

______________________________
Notary Public

SEAL: