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

AUGUST 22, 2018
6:00 P.M. - CLOSED SESSION
6:30 P.M. - OPEN SESSION
IRWINDALE SENIOR CENTER
16116 ARROW HIGHWAY
IRWINDALE, CALIFORNIA 91706

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  

- Property: 4605 N. Nora Avenue  
  APN 8417-002-050  
- Negotiating Parties: Housing Authority and Luther W. Ritter  
- Under Negotiations: Price and Terms  
- Conflict of Interest: Breceda and Ortiz

2. **Conference with Labor Negotiator**  
Pursuant to California Government Code Section 54957.6  

- Agency Designated Representatives: Colin Tanner, Labor Counsel  
- Employee Organizations: IMEA, ICEA, IPOA and Unrepresented Employees

3. **Conference with Legal Counsel – Existing Litigation**  
Pursuant to California Government Code Section 54956.9  

A)  
- Name of Case: City of Baldwin Park vs. City of Irwindale  
- Case Number: BS171622  
- Conflict of Interest: None

B)  
- Name of Case: Waste Management vs. City of Irwindale  
- Case Number: BS171509  
- Conflict of Interest: None

**ADJOURN**
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 – MillerCoors

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 August 8, 2018

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Claim Rejection – Hector Saavedra v. City of Irwindale

Recommendation: Reject the claim of Hector Saavedra vs. City of Irwindale and direct staff to send a standard letter of rejection.

D. Appropriation of Funds for the Summer Aqua Fitness Class Extension


2. NEW BUSINESS

A. Appointment of Voting Delegate (s) for the 2018 League of California Cities Annual Conference – Annual Business Meeting

Recommendation: Appoint a voting delegate and up to two alternate voting delegates to represent the City of Irwindale at the Annual Business Meeting to be held at the 2018 League of California Cities Annual Conference in Long Beach, CA and authorize the Chief Deputy City Clerk to attest to the appointments.

3. PUBLIC HEARINGS

4. CITY MANAGER’S REPORT

5. ADJOURN
SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

1. **CONSENT CALENDAR**

   A. **Minutes**

      Recommendation: Approve the following minutes:

      1. Regular meeting held August 8, 2018

   B. **Warrants**

      Recommendation: None for approval

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 August 8, 2018
B. Award of Contract for Construction Management Inspection for Off-Site Improvements of Housing Development Phase III and IV at Various Locations

Recommendation: Authorize the Executive Director to enter into an agreement with Design Concepts Consulting, Inc. in the amount of $53,500 for construction management and inspection for off-site improvements of the IMD Enterprises LLC Housing Development Phases III and IV at various locations.

2. NEW BUSINESS
3. PUBLIC HEARINGS
4. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief 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 August 22, 2018 be posted at the City Hall, Library, and Post Office on August 16, 2018.

Laura M. Nieto, MMC
Laura M. Nieto, MMC
Chief 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: Fred Galante, City Attorney; Theresa Olivares, Assistant City Manager; Ty Henshaw, Chief of Police; Eva Carreon, Director of Finance; Arsanious Hanna, City Engineer; Mary Hull, Human Resources Manager, and Laura Nieto, Chief 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 Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9

Name of Case: City of Baldwin Park vs. City of Irwindale
Case Number: BS171622

ACTION: Status update provided; no further reportable action taken

Name of Case: Waste Management vs. City of Irwindale
Case Number: BS171509

ACTION: Status update provided; no further reportable action taken

Name of Case: Huy Fong Foods, Inc. vs. City of Irwindale
Case Number: BC 621610

ACTION: Update given; no further reportable action taken (Councilmember Ortiz abstained, left the Closed Session room, and did not participate)

Conference with Labor Negotiator
Pursuant to California Government Code Section 54957.6

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

ACTION: Update given; no further reportable action taken

RECONVENE IN OPEN SESSION

At 6:30 p.m., the City Council reconvened in Open Session.
CHANGES TO THE AGENDA
None.

COUNCILMEMBER TRAVEL REPORTS
None.

ANNOUNCEMENTS
MAYOR PRO TEM AMBRIZ
Mayor Pro Tem Ambriz reported that Gilbert Lopez Sr. passed away over the weekend and requested that the meeting be adjourned in his memory; and requested that staff look into a payment that the Young Marines organization may be due.

COUNCILMEMBER BURROLA
Councilmember Burrola indicated that he attended last night’s National Night Out event at Irwindale Park and stated that everybody in attendance enjoyed it.

MAYOR BRECEDA
Mayor Breceda also reported on his attendance at the National Night Out event.

COUNCILMEMBER ORTIZ
Councilmember Ortiz added that he also attended the event.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS
INTRODUCTION OF DISPATCHER IVANIA SANCHEZ
The introduction was made.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS
None.

SPONTANEOUS COMMUNICATIONS
TONY CHIAPETTA
Tony Chiapetta, speaking on behalf of the Irwindale Chamber of Commerce, invited all to attend an event being organized by the Chamber.

MARLENE CARNEY
Marlene Carney, President of the Irwindale Chamber of Commerce, also invited all to the Young Citizen of the Year award ceremony.

CONSENT CALENDAR
MOTION
A motion was made by Councilmember Burrola, seconded by Councilmember Garcia, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading
thereof, with the exception of Item No. 1F, which was removed for separate consideration. The motion was unanimously approved.

**ITEM NO. 1A**
**MINUTES**

The following minutes were approved:

1) Regular meeting held July 25, 2018

**ITEM NO. 1B**
**WARRANTS / DEMANDS**

The warrants / demands were approved.

**ITEM NO. 1C**
**REQUEST FOR BUDGET APPROPRIATION FOR BOTTLED WATER DELIVERY SERVICE FOR CITY OFFICES AND FACILITIES**

Resolution No. 2018-63-3057, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING MONIES FROM THE GENERAL FUND TO FUND WATER DELIVERY SERVICE TO CITY OFFICES AND FACILITIES," was adopted.

**ITEM NO. 1D**
**2ND READING OF ORDINANCE NO. 728**

Ordinance No. 728, entitled:


**ITEM NO. 1E**
**2ND READING OF ORDINANCE NO. 730**

Ordinance No. 730, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING SECTION 2.04.031 OF THE CITY OF IRWINDALE MUNICIPAL CODE TO ELIMINATE THE FLAT RATE
REIMBURSEMENT PAYMENT TO EACH COUNCIL MEMBER FOR THEIR MONTHLY EXPENSES EXPENDED WITHIN CITY BOUNDARIES,” was adopted.

ITEM NO. 1G
RELEASE OF FINANCIAL ASSURANCE BOND FOR THE RECLAMATION OF JH PROPERTY PIT, FORMERLY KNOWN AS UNITED ROCK PRODUCTS PIT NO. 1

The release of financial assurance bond for the reclamation of JH Property Pit, formerly known as United Rock Products Pit No. 1, was approved.

ITEM NO. 1H
RESOLUTION APPROVING STREET CLOSURES AND DONATION OF BILLBOARD FOR THE PRIDE OF THE VALLEY OPEN STREETS EVENT, AND APPROVAL OF MOU FOR THE PRIDE OF THE VALLEY OPEN STREETS TAKING PLACE ON SEPTEMBER 16, 2018

Resolution No. 2018-62-3056, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION TO THE PRIDE OF THE VALLEY OPEN STREETS FOR THE USE OF A BILLBOARD DISPLAY IN THE CITY OF IRWINDALE AND APPROVING THE DONATION THERETO APPROVING STREET CLOSURES FOR THE PRIDE OF THE VALLEY OPEN STREETS EVENT,” was adopted, 2) the City of Irwindale was authorized to enter into a Memorandum of Understanding to participate in the “Pride of the Valley Open Streets Working Group” to share resources and collaborate in the planning and hosting of the Pride of the Valley Open Streets together with the City of Baldwin Park and Los Angeles County Santa Fe Dam, which will take place on September 16, 2018, subject to approval as to form by the City Attorney, and 3) the City Engineer was authorized to review and approve the street closure traffic control plans for the subject event.
END OF CONSENT CALENDAR

ITEM NO. 1F
INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF AZUSA CANYON ROAD AND LOS ANGELES STREET

COUNCILMEMBER ORTIZ

Responding to a question by Councilmember Ortiz, City Engineer Hanna advised that the city has an agreement with United Rock for United Rock to pay for the design and installation of the traffic signal.

MOTION

A motion was made by Councilmember Ortiz, seconded by Councilmember Burrola, to authorize the City Manager to execute the City-South California Regional Rail Authority (SCRRA) Design Services Agreement (DSA) for the installation of a traffic signal at the intersection of Azusa Canyon Road and Los Angeles Street. The motion was unanimously approved.

NEW BUSINESS

ITEM NO. 2A
REQUEST FOR WAIVER OF BUSINESS LICENSE PENALTY FEES – CHARLES P. CROWLEY AND CPC SYSTEMS, INC.

ECONOMIC DEVELOPMENT COORDINATOR ESPINO

Economic Development Coordinator Espino presented the staff report.

COUNCILMEMBER ORTIZ

Responding to several questions by Councilmember Ortiz, Coordinator Espino discussed when renewal notices are mailed out and added that businesses usually pay any applicable fees when they are late in renewing their businesses.

MAYOR PRO TEM AMBRIZ

Mayor Pro Tem Ambriz spoke in favor of applying the penalty to this business for renewing the business license after the deadline.

JOHN CROWLEY

John Crowley, of Charles P. Crowley Company, advocated for the waiver of late fees for his company, explained the reason for the late business license renewal, compared late fees of other local cities, noted his company’s history with the city and provided company background information.
CITY COUNCIL MINUTES
REGULAR MEETING

MAYOR BRECEDA

Mayor Breceda noted that even he has had to pay late fees for his business, and concurred with Mayor Pro Tem Ambriz.

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Mayor Breceda, to 1) deny the request to waive business license penalty fees from two businesses: Charles P. Crowley Company and CPC Systems, Inc., located at 15861 Business Center Drive, Irwindale, CA 91706; and 2) direct staff to prepare a process for staff to evaluate future business license penalty fee appeal requests. The motion was unanimously approved.

ITEM NO. 2B
OLIVE PIT MINING AND RECLAMATION PROJECT – PROGRESS REPORT

PROJECT MANAGER - MINING CARRILLO

Project Manager – Mining Carrillo made a PowerPoint presentation detailing the progress of the subject project, including the south boundary access road, dust control mitigation measures, the west boundary concrete block wall, landscaping improvements on Olive Street, and traffic signals.

COUNCILMEMBER ORTIZ

Responding to a question by Councilmember Ortiz, Project Manager – Mining Carrillo advised that the paved road will help alleviate dust issues.

MAYOR BRECEDA

Mayor Breceda spoke on the dust issues he has witnessed, to which Project Manager – Mining Carrillo discussed routes that the company's vehicles take and how dust issues have been mitigated.

MAYOR PRO TEM AMBRIZ

Mayor Pro Tem Ambriz asked about utilizing two street sweepers to further alleviate dust issues, to which Project Manager – Mining Carrillo advised that staff will insist that two street sweepers be used if necessary.

CITY MANAGER'S REPORTS

ASSISTANT CITY MANAGER OLIVARES

Assistant City Manager Olivares reminded all about the upcoming National Night Out event, the Manning Pit Community Meeting to be held tomorrow, and tomorrow night's final Music in the Park concert.

MAYOR BRECEDA

Mayor Breceda thanked staff for their hard work and requested that the malfunctioning ice maker at the Community Center be repaired or replaced, to which Assistant City Manager Olivares indicated that staff is in the process of obtaining bids for the community center and the Senior Center for these machines to be replaced or repaired.
ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:18 p.m., in memory of Gilbert Lopez Sr.

Laura M. Nieto, MMC
Chief Deputy City Clerk
# Accounts Payable

## Checks by Date - Summary by Check Number

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Report Total (105 checks): 659,884.20
Date: August 22, 2018
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Rejection of Claim: Hector Saavedra v. City of Irwindale

City Manager's Recommendation:

Reject the claim of Hector Saavedra vs. City of Irwindale and direct staff to send a standard letter of rejection.

Background and Analysis:

This claim alleges that damage was caused to the claimant's windshield when it was struck by an unknown object during the construction on Arrow Highway and Maine Avenue. The claim has been reviewed by the City's Claims Adjuster, Carl Warren & Co., which is recommending that the claim be rejected.

Fiscal Impact:
None

Review:
Fiscal Impact: (Initial of CFO)
Legal Impact: (Initial of Legal Counsel)

Prepared By / Contact: Laura Nieto, Chief Deputy City Clerk
Phone: (626) 430-2202

ATTACHMENTS:
Recommendation for Rejection of Claim
To: City of Irwindale
Attn: Mary Hull, Human Resources/Risk Manager

RE: Claimant: Saavedra, Hector
     Date of Loss: 06/27/18
     Claim Filing Date: 07/19/18
     Our File Number: 1983108 CBV

We have reviewed the above captioned claim and request that you take the action indicated below:

- **CLAIM REJECTION:** Send a standard rejection letter to the claimant.

Please provide us with a copy of the notice sent, as requested above. If you have any questions please contact the undersigned.

Very Truly Yours,

Claudia Bray
Claims Examiner
CARL WARREN & COMPANY
Date: August 22, 2018  
To: Honorable Mayor and Members of the City Council  
From: William K. Tam, City Manager  
Issue: Appropriation of funds for the Summer Aqua Fitness Class Extension

City Manager’s Recommendation:

City Council approve Resolution number 2018-64-3058 entitled, "A Resolution of the City Council of the City of Irwindale Approving the Appropriation of Funds for an Extension of the Summer Aqua Fitness Class.

Background and Analysis:

Staff was requested to look into an extension of the Summer Aqua fitness class through and including September 6, 2018. This is consistent with the class extension that has been requested and offered for the past two years. The instructor is available to teach the class for an additional two weeks. An additional appropriation of $1,000 is required for the instructor’s fee, pool staff, and the pool supplies.

Fiscal Impact:

Funding for this class will need to be allocated in the amount of $1,000.00 from the general fund reserve balance.

Review:

Fiscal Impact: 
Legal Impact: Electronically Approved by City Attorney (Initial of Legal Counsel)

Prepared By: Priscilla Zepeda, Recreation Manager
Phone: (626) 430-2226

Attachment:
1. Resolution 2018-64-3058: A Resolution of the City Council of the City of Irwindale Approving the Appropriation of Funds for an Extension of the Summer Aqua Fitness Class
RESOLUTION NO. 2018-64-3058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE APPROPRIATION OF FUNDS FOR AN EXTENSION OF THE SUMMER AQUA FITNESS CLASS

WHEREAS, the Irwindale City Council has made it their utmost priority and commitment to promote and develop a safe and healthy community, and

WHEREAS, Aqua fitness provides low impact water resistance to increase muscular and cardiovascular strength, and

WHEREAS, the health and safety is always a primary concern of the City and the extension of this class will provide an opportunity for the community to exercise; and

WHEREAS, additional monies will need to be appropriated to cover the cost of the extension, including the instructor's fee, pool staff, and pool supplies in the amount of $1,000.

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

Section 1. The City Council hereby appropriates $1,000.00 of the General Fund Reserve Balance to pay for the extension of the summer aqua fitness class.

Section 2. This resolution shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED this 22nd day of August.

Mark A. Breceda, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF IRWINDALE ss.

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2018-64-3058 was adopted at a regular meeting of the City Council held on August 22, 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____________________________
Laura M. Nieto, MMC
Chief Deputy City Clerk
Date: August 22, 2018
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Appointment of Voting Delegate(s) for the 2018 League of California Cities Annual Conference – Annual Business Meeting

City Manager’s Recommendation:

Appoint a voting delegate and up to two alternate voting delegates to represent the City of Irwindale at the Annual Business Meeting to be held at the 2018 League of California Cities Annual Conference in Long Beach, CA and authorize the Chief Deputy City Clerk to attest to the appointments.

Background and Analysis:

The 2018 League of California Cities Annual Conference is scheduled for September 12 – 14, 2018 in Long Beach, California. As part of the annual conference, the League will be holding the Annual Business meeting at 12:30 p.m. on Friday, September 14th at the Long Beach Convention Center.

At this meeting, the League membership considers and takes action on resolutions that establish League policy. In order for the City of Irwindale to vote at the meeting, the City Council must designate a voting delegate. The City may also appoint up to two alternate voting delegates, one of whom may vote in the event that the primary delegate is unable to serve in that capacity. The voting delegates and alternates must be registered to attend the conference. Mayor Pro Tem Ambriz and Councilmember Ortiz are registered to attend this conference.

The designation notice, voting procedures and Voting Delegate/Alternate form are included with this report for review and consideration.

Fiscal Impact:

None
Review:

Fiscal Impact: [Initial of CFO]

Legal Impact: [Initial of Legal Counsel]

Prepared By / Contact: Laura Nieto, Chief Deputy City Clerk
Phone: (626) 430-2202

William K. Tam, City Manager

ATTACHMENTS:
League of California Cities correspondence
Annual Conference Voting Procedures
2018 Annual Conference Voting Delegate/Alternate form
May 17, 2018

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 12 - 14, Long Beach

The League’s 2018 Annual Conference is scheduled for September 12 – 14 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League’s office no later than Friday, August 31, 2018. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city’s voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the
Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may not transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 12, 8:00 a.m. – 6:00 p.m.; Thursday, September 13, 7:00 a.m. – 4:00 p.m.; and Friday, September 14, 7:30 a.m. – 11:30 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city’s voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League’s office by Friday, August 31. If you have questions, please call Kayla Curry at (916) 658-8254.

Attachments:
- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form
Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.
2018 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, August 31, 2018. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE
Name: ____________________________
Title: ____________________________

2. VOTING DELEGATE - ALTERNATE
Name: ____________________________
Title: ____________________________

3. VOTING DELEGATE - ALTERNATE
Name: ____________________________
Title: ____________________________

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: ____________________________ E-mail ____________________________
Mayor or City Clerk ____________________________ Phone: ____________________________
(circle one) ____________________________ (signature)
Date: ____________________________

Please complete and return by Friday, August 31, 2018

League of California Cities
ATTN: Kayla Curry
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kcurry@cacities.org
(916) 658-8254
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: Fred Galante, City Attorney; Theresa Olivares, Assistant City Manager; Ty Henshaw, Chief of Police; Eva Carreon, Director of Finance; Arsanious Hanna, City Engineer; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

SPONTANEOUS COMMUNICATIONS There were no speakers.

CONSENT CALENDAR

MOTION A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, 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 July 25, 2018

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 7:18 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk
The Irwindale HOUSING AUTHORITY met in regular session at the above time and place.

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

Also present: Fred Galante, Board Attorney; Theresa Olivares, Assistant Executive Director; Ty Henshaw, Chief of Police; Eva Carreon, Director of Finance; Arsanious Hanna, City Engineer; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

**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: Las Casitas
5164 Ayon Avenue
Parties: Northridge Group & Housing Authority
Under Negotiation: Price and terms

**ACTION:** Discussed; no further reportable action taken

**Property:**
2445 Alice Rodriguez Circle
Parties: Housing Authority & Keyner Family Trust
Under Negotiation: Price and terms

**ACTION:** Discussed; direction provided; no further reportable action taken

**Property:**
APN 8417-028-006 & 007
Parties: Housing Authority and Diaz Deceased Family Trust, Robert E. Diaz Co-trustee
Under Negotiation: Price and terms

**ACTION:** Discussed; no further reportable action taken
(Chair Breceda abstained, did not participate in discussions, and left the closed session room)

**RECONVENE IN OPEN SESSION**
At 7:19 p.m., the Housing Authority reconvened in Open Session.

**SPONTANEOUS COMMUNICATIONS**
There were no speakers.
CONSENT CALENDAR

MOTION

A motion was made by Board Member Ortiz, seconded by Chair 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 July 25, 2018

ITEM NO. 1B
APPROVAL OF AMENDMENT #1 TO PROFESSIONAL CONSULTING SERVICES CONTRACT WITH KEYSER MARSTON ASSOCIATES, INC.

Amendment #1 to contract services agreement with Keyser Marston Associates, Inc. ("KMA") for consultation services related to Las Casitas affordable senior rental complex, was approved.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:20 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary
Date: August 22, 2018

To: Honorable Chairman and Members of the Housing Authority Board

From: William Tam, Executive Director

Issue: Award of Contract for Construction Management Inspection for Off-Site Improvements of Housing Development Phase III and IV at Various Locations

Executive Director’s Recommendation:

That the Housing Authority authorize the Executive Director to enter into an agreement with Design Concepts Consulting, Inc. in the amount of $53,500 for construction management and inspection for off-site improvements of the IMD Enterprises LLC Housing Development Phases III and IV at various locations.

Background and Analysis:

The IMD Enterprises, LLC (IMD) housing project originally contained the development and rehabilitation of 21 homes to be completed in two phases. As of August 2018, the 21 homes have been completed and during this time, IMD and the Housing Authority have negotiated the development of three additional sites. The additional development of 13 new housing units will be completed in two phases (Phase III and Phase IV), which will be developed on various sites with the City (“Project”).

Similar to the development of Phase I and II, Phase III and IV will require contract services for construction management and inspection services. Design Concepts Consulting, Inc. was selected through a competitive bid process to assist the Authority with construction management and inspection services for Phase I and II. Staff is recommending this consultant assist with Phase III and IV, as the consultant is familiar with the City’s requirements, building code, and construction expectations. This Project includes the installation of off-site improvements consisting of street improvements, sewer, water, storm drain, gas, landscaping, driveways, concrete sidewalk as well as coordination with other utility companies. The cost to provide construction management and inspection services will be $53,500.

Fiscal Impact:

Funding for the off-site improvements construction management inspection services was budgeted in the FY 2018/19 Housing Authority Budget.
Review:

Fiscal Impact:  

Legal Impact:  

Prepared By/Contact: Theresa Olivares, Assistant City Manager

Phone: Theresa Olivares (626) 430-2294

ATTACHMENT:

1. IRWINDALE HOUSING AUTHORITY CONTRACT SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMNT AND INSPECTION OF OFF-SITE IMPROVEMENTS FOR THE HOUSING DEVELOPMENT PHASES III AND IV AT VARIOUS LOCATIONS IN THE CITY OF IRWINDALE
IRWINDALE HOUSING AUTHORITY
CONTRACT SERVICES AGREEMENT FOR
CONSTRUCTION MANAGEEMNT AND INSPECTION OF OFF-SITE IMPROVEMENTS FOR THE HOUSING DEVELOPMENT PHASES III AND IV AT VARIOUS LOCATIONS IN THE CITY OF IRWINDALE

THIS PROFESSIONAL SERVICES AGREEMENT (herein “Agreement”) is made and entered into this __ day of __, 2018, by and between the IRWINDALE HOUSING AUTHORITY, a public body corporate and politic (“Authority”) and DESIGN CONCEPTS CONSULTING, INC., 6520 N. Irwindale Avenue, Ste. 205, Irwindale, CA 91702 (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of Fifty-Three Thousand and Five Hundred Dollars ($53,500.00) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to Authority an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this
Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice Authority for any duplicate services performed by more than one person.

Authority shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Authority, Authority will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Authority warrant run procedures, the Authority cannot guarantee that payment will occur within this time period. In the event any charges, or expenses are disputed by Authority, the original invoice shall be returned by Authority to Consultant for correction and resubmission. Review and payment by the Authority of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. Authority shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to twenty percent (20%) of the Contract Sum but not exceeding a total contract amount of Ten Thousand Dollars ($10,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the Authority Board. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency,
including the Authority, if the Consultant shall within ten (10) days of the commencement of
such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer
shall ascertain the facts and the extent of delay, and extend the time for performing the services
for the period of the enforced delay when and if in the judgment of the Contract Officer such
delay is justified. The Contract Officer's determination shall be final and conclusive upon the
parties to this Agreement. In no event shall Consultant be entitled to recover damages against
the Authority for any delay in the performance of this Agreement, however caused, Consultant's
sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this
Agreement, this Agreement shall continue in full force and effect until completion of the services
but not exceeding one (1) year from the date hereof, except as otherwise provided in the
Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Kayvan Hazrati P.E., is hereby designated
as being the representative of Consultant authorized to act on its behalf with respect to the work
and services specified herein and make all decisions in connection therewith. All personnel of
Consultant and any authorized agents shall be under the exclusive direction of the representative
of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to
this Agreement. Consultant shall make every reasonable effort to maintain the stability and
continuity of Consultant's staff and subcontractors, and shall keep Authority informed of any
changes.

4.2 Contract Officer. William Tam, Executive Director [or such person as
may be designated by the Executive Director] is hereby designated as being the representative
the Authority authorized to act in its behalf with respect to the work and services specified herein
and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not
contract with any entity to perform in whole or in part the work or services required hereunder
without the express written approval of the Authority. Neither this Agreement nor any interest
herein may be assigned or transferred, voluntarily or by operation of law, without the prior
written approval of Authority. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the Authority nor any of its employees
shall have any control over the manner, mode or means by which Consultant, its agents or
employees, perform the services required herein, except as otherwise set forth. Consultant shall
perform all services required herein as an independent contractor of Authority with only such
obligations as are consistent with that role. Consultant shall not at any time or in any manner
represent that it or any of its agents or employees are agents or employees of Authority, or that it
is a member of a joint enterprise with Authority.

5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.
Without limiting Consultant’s indemnification of the Authority and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to Authority, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) **Comprehensive General Liability Insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) **Automobile Liability Insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) **Professional Liability (errors & omissions) Insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) **Workers’ Compensation Insurance.** Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000).

5.2 **Other Provisions or Requirements.**

(a) **Proof of Insurance.** Consultant shall provide certificates of insurance to Authority as evidence of the insurance coverage required in section 5.1, and for purposes of Workers’ Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of Authority, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the Authority in lieu of proof of Workers’ Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with Authority at all times during the term of this Agreement. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.
(b) **Duration of Coverage.** Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) **Primary/Noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Authority shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) **Authority's Rights of Enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.

(e) **Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) **Enforcement of Contract Provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(h) **Requirements Not Limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher! limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.
(i) **Notice of Cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) **Additional Insured Status.** General liability and automobile policies shall provide or be endorsed to provide that Authority and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) **Prohibition of Undisclosed Coverage Limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved by the Authority in writing.

(l) **Separation of Insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) **Pass Through Clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to Authority for review.

(n) **Authority's Right to Revise Specifications.** The Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Authority and Consultant may renegotiate Consultant's compensation.

(o) **Deductibles/ Self-insured Retentions.** Any deductibles and self-insured retentions must be declared to and approved by Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Authority, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) **Timely Notice of Claims.** Consultant shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

(a) Indemnity for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless Authority and any and all of its officers, officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs where the same arise out of, are a consequence of, or are in any way attributable to whole or in part by, any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless Authority, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the Authority.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Authority and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Authority, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such
information or work product to persons or entities other than the Authority without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the Authority Counsel, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the Authority notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the Authority shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the Authority should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The Authority retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the Authority and to provide the Authority with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the Authority and shall be delivered to the Authority upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the Authority.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes: Default. In the event that Consultant is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Authority may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is
presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the Authority may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Authority reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Authority, except that where termination is due to the fault of the Authority, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Authority may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Authority shall use reasonable efforts to mitigate such damages), and Authority may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Authority as previously stated.
8. **MISCELLANEOUS**

8.1 **Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.2 **Non-liability of Authority Officers and Employees.** No officer or employee of the Authority shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Authority or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Authority, to the Executive Director and to the attention of the Contract Officer (with her/his name and Authority title), Irwindale Housing Authority, 5050 N. Irwindale Ave., Irwindale CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 **Severability.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 **Waiver.** No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party’s consent to or approval of any act by the other party requiring the party’s consent or approval shall not be deemed to waive or render unnecessary the other party’s consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Authority 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 (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)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 interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Authority official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it 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 Authority official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such 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 this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

IRWINDALE HOUSING AUTHORITY:

IRWINDALE HOUSING AUTHORITY, a municipal corporation

Mark A. Breceda, Authority Chair

ATTEST:

Laura M. Nieto, Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, Authority Counsel

CONSULTANT:

DESIGN CONCEPTS CONSULTING, INC.

By: ____________________________
   Name: Kayvan Hazrati
   Title:

By: ____________________________
   Name: 
   Title:

Address: 6520 N Irwindale Avenue, Ste 205
          Irwindale, CA 91702

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.
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 ______

On __________, 2018 before me, __________________, personally appeared __________________, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: __________________________

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<table>
<thead>
<tr>
<th>CAPACITY CLAIMED BY SIGNER</th>
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<td>□ PARTNER(S)</td>
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<tr>
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<td>□ OTHER</td>
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SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE
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 LOS ANGELES

On __________, 2016 before me, ____________________, personally appeared ____________________, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: ________________________________

OPTIONAL

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SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE
EXHIBIT "A"

SCOPE OF SERVICES

See Attached Proposal
CITY OF IRWINDALE
HOUSING DEPARTMENT
5050 NORTH IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

PROPOSAL
TO PROVIDE
CONSTRUCTION MANAGEMENT, INSPECTION,
AND MATERIAL TESTING SERVICES
FOR
THE HOUSING DEVELOPMENT PROJECT PHASE III AT VARIOUS LOCATIONS

SUBMITTED TO:
Theresa Olivares
ASSISTANT CITY MANAGER

SUBMITTED BY:
Design Concepts Consulting, Inc.
6520 N. Irwindale Ave., Suite 205
Irwindale, CA 91702
Phone (310) 924-4549

PROPOSAL DATE: TUESDAY, AUGUST 14, 2018
August 14, 2018

Ms. Theresa Olivares
Assistant City Manager
City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706

Reference: The Housing development Project Phase III

Dear Ms. Olivares,

Design Concepts Consulting, Inc. (CONCEPTS) is pleased to submit this Proposal to provide construction management and inspection Services to the City of Irwindale. CONCEPTS personnel have successfully provided construction administration and inspection services to city agencies in California and we are capable of providing the resources required by the City of Irwindale. The enclosed documentation in response to your request indicates CONCEPTS’ qualifications for the housing project mentioned above.

CONCEPTS benefits from the services of an experienced Engineer/Project Manager/Inspector and has at its disposal a pool of highly trained inspectors who are experienced with providing construction administration and inspection services for a variety of public works projects. CONCEPTS is confident to provide quality projects on time and within the project budget and funding sources.

The CONCEPTS Team offers specialized experience and incorporates the necessary approach and personnel that will best serve the City of Irwindale. The CONCEPTS Team is experienced in the administration, management, and inspection of many public works projects. This experience includes projects receiving federal and state funds, requiring wage inspections, and monitoring for environmental compliance, as well as all of the pertinent inspection and materials testing methods and procedures. The Housing Project will continue to benefit from our experienced and seasoned inspection team.

Mr. Kayvan Hazrati, P.E. will be the Construction/Project Manager in for the project. He is a skilled Design Engineer and experienced Public Works Inspector. As the construction manager/senior inspector for many reconstruction and resurfacing projects in the cities of Santa Monica, Downey, Whittier, Inglewood, Santa Clarita, and for the past thirteen years in City of Irwindale, he is experienced in all phases of public works projects management and construction. He is especially expert in communicating with the contractor, on behalf of the City, to establish and maintain contractor cooperation during the project. Mr. Hazrati will ensure that the contractor complies with all specifications, contract documents, and City ordinances during the course of the project.

Mr. Casey Morales is a Senior Public Works Inspector with over 38 years of experience working for the City of Santa Fe Springs as a Public Works Inspector. As an inspector, he has inspected all kinds of City Projects including: full street improvements, traffic signals, sanitation sewers,
water mains, street lighting, storm drains, catch basins, concrete intersections, asphalt pavement, median island landscape and irrigation and more. Mr. Morales is a member of California Public Inspectors and has a certificate in Water Works. He has previously inspected various projects in the cities of Pico Rivera, Santa Fe Springs and specially Irwindale. He will be in charge of all inspections and Contractor employee interviews to ensure labor compliance when required.

The CONCEPTS Team offers the City of Irwindale all the required resources, competence, and enthusiasm needed to address fully the needs of the City of Irwindale Project. The Team is comprised of individuals that can respond quickly to become an effective extension of the City’s staff. The Team brings together outstanding construction administration and inspection capabilities, and recent experience. The following are several similar projects involving the CONCEPTS team members:

- Irwindale Housing Development Project Phases I and II in 2017 and 2018
- Irwindale Housing Development Project Phases I, IA, and II in 2006
- Rehabilitation of Foothill Boulevard in the Cities of Irwindale and Azusa
- Los Angeles Street Rehabilitation in the City of Irwindale and Caltrans ROW
- Arrow Highway Resurfacing Project in the City of Irwindale
- Gladstone Street Resurfacing in the City of Irwindale

We appreciate this opportunity to present our proposal to the City of Irwindale and look forward to your favorable consideration. Should you have any questions, or require additional information, please contact me at (310) 924-4549.

Very truly yours,

Design Concepts Consulting Inc.
Kayvan Hazrati
Principal
INTRODUCTION

Design Concepts Consulting, Inc. (CONCEPTS) is a project management and inspection firm with the capability to handle both the technical and the administrative aspects for its projects. We specialize in pre-construction services as well as in services during construction.

Since agencies in the public sector have different and individualized needs, we provide flexibility in designing resources, services, and capabilities to resolve diverse and complex problems. These involve planning, design, operation, and management of public works facilities in a realistic and cost-effective manner. Therefore, the staff and associates are comprised of highly specialized engineers and technicians with expertise and experience in civil and building engineering.

CONCEPTS’ personnel have many years of experience in structural and civil engineering, construction management and inspection services. To provide good service, they will provide CONCEPTS with leadership, direction, and professional expertise obtained on a variety of heavy construction and public works projects totaling hundreds of millions of dollars.

CONCEPTS offers a unique concept in inspection, engineering, and consulting services. By assembling project teams specifically tailored to individual projects, CONCEPTS is planning to provide high quality and experienced personnel at reasonable cost. We accomplish this without the level of overhead normally required to support the quality of available personnel. The various projects will receive detailed attention from experienced professionals who have managed many similar projects in the past. The managers and inspectors are familiar with contracting law and practice, bidding procedures, project management, and assembly of contract plans and specifications.

Our personnel are experienced in municipal water works and public works projects and are familiar with working in urban areas. Our inspectors ensure that all construction work is of the best quality, using the most cost-effective methods. They rigorously monitor traffic control on the project to ensure public safety.

Design and project management costs are a minor fraction of any project budget, yet adequate design, comprehensive specifications, and thorough inspection controls and anticipation of construction problems can result in substantial savings and avoidance of construction claims. These quality services result in a high quality finished product. On the administrative side, CONCEPTS is further capable of coordinating, monitoring and assisting in the scheduling of construction activities, reporting on progress, preparing progress payments, and all project documentation.

CONCEPTS will provide all Construction Management Services necessary to the scope of the project construction. With all projects, CONCEPTS’ scope of services reflects our concern with the quality of work, the control of cost, and the work performed in a safe environment. Anticipation of future problems as early as possible in the project development is our strength.
### PROJECT SCOPE OF SERVICES

Design Concepts Consulting Inc. will provide the following scope of services for the Construction Administration and Inspection of the city's projects on an as-needed basis.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT CONTROL</td>
<td>Monitor the work of the contractor and coordinate the work with the City of Irwindale's activities and responsibilities to complete the project according to the objectives of cost, time and quality:</td>
</tr>
<tr>
<td></td>
<td>- Maintain a Resident Construction Inspector at the project site to coordinate and provide general direction of the work and progress of the contractors on the project.</td>
</tr>
<tr>
<td></td>
<td>- Establish on-site organization and lines of authority to carry out the overall plans of the construction team.</td>
</tr>
<tr>
<td></td>
<td>- Schedule and conduct progress meetings at which the City of Irwindale, contractor and Project Manager can discuss jointly such matters as procedures, progress, problems and scheduling. Write and distribute minutes of the meetings.</td>
</tr>
<tr>
<td></td>
<td>- Provide regular monitoring of the schedule as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for work not started or incomplete and recommend to the City of Irwindale ways to meet the desired completion date. Provide summary reports that monitor and document all changes in schedule.</td>
</tr>
<tr>
<td>Task</td>
<td>Description</td>
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</tr>
<tr>
<td><strong>SOILS / CONCRETE / ASPHALT TESTING</strong></td>
<td>Conduct soils engineering/material testing to ensure pipeline bedding, compaction and backfill requirements compliance. Conduct concrete testing to ensure compliance of delivered concrete.</td>
</tr>
<tr>
<td><strong>COST CONTROL</strong></td>
<td>Develop and monitor an effective system of project cost control. Revise and refine the initially approved project construction budget; incorporate approved changes as they occur; and develop cash flow reports and forecasts as needed. Identify variances between actual to budgeted and estimated costs, and advise City of Irwindale whenever project costs exceed budgets or estimates.</td>
</tr>
<tr>
<td><strong>CHANGE ORDERS</strong></td>
<td>Develop and implement a system for the preparation, review, and processing of Change Orders. Recommend necessary or desirable changes to the City of Irwindale; review requests for changes; submit recommendations to the City; and, assist in negotiating Change Orders.</td>
</tr>
<tr>
<td><strong>PAYMENT TO CONTRACTORS</strong></td>
<td>Develop and implement a procedure for the review, processing, and payment of applications by contractors for progress and final payments.</td>
</tr>
<tr>
<td><strong>CITY CONSULTANTS</strong></td>
<td>Coordinate professional services of testing laboratories and special consultants.</td>
</tr>
<tr>
<td><strong>INSPECTION</strong></td>
<td>Inspect the work of contractors for defects and deficiencies in the work for compliance with the drawings and specifications.</td>
</tr>
<tr>
<td><strong>DOCUMENT INTERPRETATION</strong></td>
<td>Refer questions for interpretation of the documents prepared by the Engineer with the City of Irwindale.</td>
</tr>
<tr>
<td><strong>SHOP DRAWINGS AND SAMPLES</strong></td>
<td>In collaboration with the Design Engineer, establish and implement procedures for expediting the processing and approval of shop drawings and samples. Set up and maintain a log of submittals.</td>
</tr>
<tr>
<td>Task</td>
<td>Description</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>REPORTS AND PROJECT SITE DOCUMENTS</td>
<td>Record the progress of the project. Submit written progress reports to the City of Irwindale, including information on the contractors’ work and the percentage of completion. Keep a daily log and provide for its availability to the City. Maintain at the project site, on a current basis, records of all necessary contracts, photos/video, drawings, samples, materials, equipment, operation and maintenance manuals, and other construction-related documents, including all revisions. Obtain data from contractors and maintain a current set of record drawings, specifications, and operating manuals. Provide reports regarding conformance to MND. At the completion of the project, deliver all such records to the City of Irwindale.</td>
</tr>
<tr>
<td>SUBSTANTIAL COMPLETION</td>
<td>Determine substantial completion of the work or designated portions thereof, and prepare for the City of Irwindale a list of incomplete or unsatisfactory items and a schedule for their completion. Establish closeout procedures for contractors. Review project with inspectors. Ensure contractors complete all lists and notify the Project Manager, in writing, that the contractor is ready for substantial completion inspection. Establish a date of the inspection with all parties present. Prepare a final punch list and issue a Certificate of Substantial Completion showing all correction items.</td>
</tr>
<tr>
<td>START-UP</td>
<td>With the City of Irwindale’s personnel, check out utilities, operations systems, and equipment for readiness. Assist in their initial start-up and testing by the contractors.</td>
</tr>
<tr>
<td>FINAL COMPLETION</td>
<td>Determine completion and provide written notice to the City of Irwindale that the work is ready for final inspection. Secure and transmit to the City required guarantees, affidavits, releases, bonds, and waivers. Turn over to the City all keys, manuals, record drawings, and maintenance stocks.</td>
</tr>
<tr>
<td>FINAL PAYMENT TO CONTRACTOR</td>
<td>Review all quantities, unit costs, retentions, claims, and final change orders with City Project Manager to ensure all is in order. Recommend to the City of Irwindale full payment for the contractor.</td>
</tr>
</tbody>
</table>
LIMITATIONS OF AUTHORITY

The following are services and responsibilities not provided, unless specifically established by written instruction issued by the Agency.

A. Will not authorize deviations from the Contract Documents.
B. Will not enter into the area of responsibility of the Contractor's superintendent.
C. Will not expedite the Work for the Contractor.
D. Will not advise on, or issue directions relative to, any aspect of construction means, methods, techniques, sequences or procedures, or for safety programs accompanying the Work.
E. Will not authorize or suggest to the Contractor that the Agency occupy the Project, in whole or in part, before Substantial Completion.
F. Will not give Contractor permission to continue with change order work until written approval is issued by the City Project Manager.
G. Will not assume large recoveries of fossils.
PROJECT APPROACH

CONCEPTS' role in the City of Irwindale's project is to partner with the Contractor and the City of Irwindale to achieve the project objectives of quality performance, cost, time, and with minimal community impact.

The construction management project team is responsible for all the tasks of the projects as well as the following:

A. Inspect and Monitor Construction Work for Quality, Performance, and Scheduling.
B. Records Management and Project Documentation.
C. Prepare Agenda and Conduct Weekly Project Meetings.
D. Review and Monitor the Contractor's Project Schedule.
E. Coordinate Material Sampling and Testing.
G. Provide Final Inspection and Prepare and Monitor Punch List.

Our approach to the project will be as follows:

A. To fully acquaint ourselves with the project plans and specifications and to organize and conduct pre-construction meetings in conjunction with the City of Irwindale.
B. To coordinate, in association with the City's Staff, the operations of the Contractor with all nearby projects to avoid conflict and minimize traffic control problems.
C. Team building at the initial meetings with the general contractor and subcontractors in conjunction with the City of Irwindale to discuss all aspects of coordination and scheduling of the main phases of the projects.
D. To establish the records system, report forms and construction schedule to be used throughout the life of the projects.
E. To conduct regularly scheduled weekly meetings with the City and the Contractor to monitor progress of work and to conduct other meetings to solve problems that may arise.
F. To maintain competent staff at the construction site office to coordinate and provide general direction to the contractors throughout the course of the projects.
G. To maintain permanent records of the progress of the work and at the completion of the projects, deliver these records to the City.
H. To determine substantial completion of the projects and prepare a final punch list to the contractor.
I. To check out and test all utilities, systems and equipment with the City and the contractors for readiness.
J. To determine completion and turn over to the City all guarantees, bonds, keys, manuals, and other materials necessary for occupancy.

K. To prepare a final report to the City and recommend that the contractor be paid in full.

The Project Manager, Resident Construction Manager, and Construction Inspectors will be responsible for overseeing the contractor's operations, inspection, office engineering, reviewing shop drawing submittals, field changes, etc. They will be responsible for the construction mitigation requirements of EIR, Best Management Practices, and the implementation of mitigation measures. They will be responsible for recommending approvals for scheduling, and for coordinating materials testing, surveys, and traffic control operations with the City and other agencies. The Project Manager and Resident Construction Manager will be available at all times during the projects' construction and will coordinate directly with City of Irwindale staff.

The on-site full-time Construction Inspectors will provide verification that the construction is in conformance with the plans and specifications, sound construction techniques and methods, SSPWC requirements, and City specifications. When the required construction work is simultaneously at multiple locations, we will provide additional Construction Inspectors.

Office support is required to support construction activities. Documentation is to be developed and maintained to process contractor submitted payment requests, monitor change orders and field orders, verify materials testing results and certifications, and to document the contractor's progress and the status of the project. Documentation and related office work must conform to State and Federal requirements so audits are favorable and financing sustained.
CONCEPTS Project Team members for the City of Irwindale Project for the City of Irwindale are:

- Kayvan Hazrati, PE  Project/Construction Manager
- Casey Morales  Senior Inspector
- Geotechnical Services  By Developer

The Project Team will be available for the full duration of the Project and will coordinate directly with the City of Irwindale staff.

The CONCEPTS Project Team’s Organizational Chart conveys the names of the personnel and identifies their respective roles for the project.

The Project Team members are always available to keep the public informed of construction progress and to provide answers to any inquiries or comments regarding the project.

CONCEPTS will use all Project Team members as needed. During the course of construction on the projects the City of Irwindale will not incur charges for more than the required team member time, unless expressly requested by the City’s Project Manager.
8/14/2018

Ms. Theresa Olivares  
Assistant City Manager  
City of Irwindale  
5050 North Irwindale Avenue  
Irwindale, California 91706

Project: Housing Development Phase 3  
Subject: Proposal for Engineering Services

Dear Theresa,

We are pleased to have been part of the team for successful completion of Phases 1 and 2 of the housing development project. Attached please find our proposal for phase 3 of the housing project. We have maintained the same hourly rates as in previous phases and pro-rated the hours based on the number of houses, sites, and specific needs of each. I have included our hourly rates in case the City requires other services than specifically mentioned herein.

FEE SCHEDULE

Housing Development Project Phase 3

| Resident Engineer – 150 Hours @ $125 | $18,750 |
| Senior Field Inspector – 300 Hours @ $95 | $28,500 |
| Clerical – 125 Hours @ $50 | $6,250 |
| **TOTAL – Housing Phase 3** | **$53,500** |
| *(Not to Exceed Without Prior Approval)* |

HOURLY RATES

| Principal Engineer | $185 |
| Resident Engineer | $125 |
| Resident Public Works Inspector | $95 |
| Office / Clerical | $50 |
| Geotechnical Engineer | $125 |
| Soils Technician | $95 |
| R-Value Calculation | $300 |

All Rates Are Negotiable

Respectfully submitted,

Kayvan Hazrati P.E.

Principal Engineer,  
Design Concepts Consulting, Inc.
EXHIBIT "B"

SPECIAL REQUIREMENTS
NONE
EXHIBIT “C”

SCHEDULE OF COMPENSATION

See Exhibit A
EXHIBIT "D"

SCHEDULE OF PERFORMANCE

This Agreement shall expire eighteen (18) months from the execution date.