

CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209



AGENDA FOR THE REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

FEBRUARY 10, 2021

REGULAR MEETING - 6:30 P.M. - OPEN SESSION

IRWINDALE CITY COUNCIL CHAMBER

CLOSED SESSION / OPEN SESSION – CITY COUNCIL CHAMBER

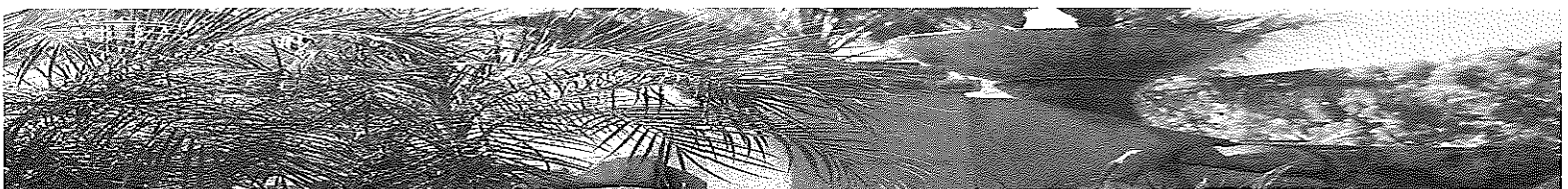
(Closed to the Public)

Pursuant to Executive Order N-29-20

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor also issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still meeting state transparency requirements.

The public’s health and well-being are the top priority for the City, and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting and opportunities to participate will also be available through the following options:

<https://attendee.gotowebinar.com/rt/3484420930268753680>



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 Chief 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 Chief 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).

Code of Ethics

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



OPEN SESSION – 6:30 P.M.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL: Councilmembers: Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia;
Mayor Pro Tem Larry G. Burrola; Mayor H. Manuel Ortiz**
- E. CHANGES TO THE AGENDA**
- F. COUNCIL MEMBER TRAVEL REPORTS**
- G. COUNCILMEMBER COMMENTS**
- H. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
- I. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**

- 1) Presentation by Valley County Water District General Manager Jose Martinez

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 3 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

None for Approval

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Request to Approve a Project Reimbursement Agreement between the City and CenterPoint Properties Trust ("Applicant") for CEQA and City Attorney Costs Associated with a Proposed Industrial Building to be located at 5265 4th Street (APNs 8619-001-021 and 8619-001-058)

Recommendation: Approve the Project Reimbursement Agreement with CenterPoint Properties Trust for the reimbursement of costs associated with all CEQA work conducted and all necessary CEQA documents prepared by the CEQA consultant selected by the City as Lead Agency and costs incurred by the City's Attorney's office to process and negotiate permits, entitlements, and proposed conditions of approval of the Project.

D. Request to Approve a Professional Consulting Contract with EPD Solutions, Inc. for the Preparation of CEQA Documents (Initial Study and Mitigated Negative Declaration or Environmental Impact Report) for the Construction of an approximately 142,078 square-foot light industrial concrete tilt-up building on an approximately 8.1 acre project site located at 5625 4th Street [APNs]: 8619-001-021 and 8619-001-058

Recommendation: Approve the contract with EPD Solutions, Inc. for the preparation of an Initial Study and Mitigated Negative Declaration or Environmental Impact Report to be prepared in association with a land use entitlement application for property located at 5625 4th Street, Irwindale, CA 91706.

E. Consideration of an Appropriation to the Irwindale Business Center Sewer Maintenance Assessment District Budget for the for the Replacement of a Sewer Pump

Recommendation: **Adopt Resolution No. 2021-19-3281** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING \$140,000 FROM THE IRWINDALE BUSINESS CENTER SEWER MAINTENANCE ASSESSMENT DISTRICT FUND BALANCE TO FUND THE REPLACEMENT OF A SEWER PUMP".

F. Acceptance of the Community Center Building HVAC and Roof Rehabilitation Improvements Project; P-1012

Recommendation: (1) ratify changes to the original scope of work and accept the improvements and maintenance responsibilities for construction of the Community Center Building HVAC and Roof Rehabilitation Improvements Project; (2) approve the final construction project amount of \$564,116.02; (3) authorize the City Clerk to record the Notice of Completion; and (4) authorize the Finance Director to release the 5% retention amount for the construction project.

2. NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

A. Property Listing – 16158 & 16154 Arrow Highway, Irwindale, CA 91706

Recommendation: Discuss and provide direction to staff.

B. Criteria for the Placement of Names on Veterans' Memorial Monument

Recommendation: (1) Review and discuss the criteria for placement of names on the City of Irwindale's Veterans' Monument; and (2) Provide direction to staff.

3. PUBLIC HEARINGS

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

4. CITY MANAGER'S REPORT

5. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

6. ADJOURN

**SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY**

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

None for approval

B. Warrants

Recommendation: Approve

2. NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

3. PUBLIC HEARINGS

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

4. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

5. 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 and Irwindale Successor Agency to the Irwindale Community Redevelopment Agency to be held on February 10, 2021, be posted at the City Hall, Library, and Post Office on February 4, 2021.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
January 2021

Payroll Batch DATE OF ISSUE 1/14/21	409-01-21, 410-01-21, 411-01-21, 412-01-21, 413-01-21 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	81,414.26
	14 Finance Department	36,735.69
	15 Summer Youth	-
	35 Police Department	206,721.40
	40 Recreation Department	22,297.14
	42 Senior Citizens' Center	13,223.59
	44 Library	9,221.14
	51 Planning & Community Development	31,373.63
	52 Public Works - Engineering	50,046.62
	57 Public Works - Services	62,860.85
	Gross Payroll	515,625.47
	Required Deductions	(126,891.02)
	Voluntary Deductions	(31,467.32)
	Net Payroll	357,267.13
Payroll Batch DATE OF ISSUE 1/28/21	423-01-21, 424-01-21, 425-01-21 DEPARTMENT	AMOUNT
	11 City Council	5,356.15
	13 City Administrative Office	74,485.89
	14 Finance Department	43,007.73
	15 Summer Youth	-
	35 Police Department	211,548.41
	40 Recreation Department	14,773.34
	42 Senior Citizens' Center	11,875.80
	44 Library	9,863.29
	51 Planning & Community Development	21,236.69
	52 Public Works - Engineering	33,101.61
	57 Public Works - Services	79,822.41
	Gross Payroll	505,071.32
	Required Deductions	(133,930.94)
	Voluntary Deductions	(38,016.16)
	Net Payroll	333,124.22

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 2/4/2021 12:38 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
73247	AFFORD01	Affordable Generator Services, Inc.	01/21/2021	1,629.85
73248	AT&T02	AT & T	01/21/2021	33.34
73249	AT&T06	AT & T	01/21/2021	1,351.16
73250	BRECED04	Mark A. Breceda	01/21/2021	192.26
73251	BURROL08	Larry Burrola	01/21/2021	192.26
73252	CALIFO02	California American Water	01/21/2021	1,223.45
73253	CHARTE01	Charter Communications	01/21/2021	172.24
73254	COSTCO01	Costco Membership	01/21/2021	120.00
73255	PMIDEN	Delta Dental Insurance Company	01/21/2021	991.77
73256	PMIDEN01	Delta Dental of California	01/21/2021	12,663.42
73257	FRONT01	Frontier Communications	01/21/2021	678.75
73258	GARCIA03	Manuel Garcia	01/21/2021	192.26
73259	SOUTHE17	Golden State Water Company	01/21/2021	1,624.16
73260	HICKMA01	Jason Hickman	01/21/2021	192.26
73261	INTE01	Integrative Urgentcare	01/21/2021	4,500.00
73262	MCIWOR	MCI Comm Service	01/21/2021	38.37
73263	NEST01	Nestle Waters North America	01/21/2021	139.94
73264	OLIVAR03	Sandro Olivares	01/21/2021	224.46
73265	OROSCOJR	Lenny Orosco Jr.	01/21/2021	158.76
73266	EBEL01	Ebelia Reyes Ortiz	01/21/2021	192.26
73267	PURCHA	Purchase Power	01/21/2021	2,020.99
73268	REGIST01	Registrar-Recorder/County Clerk	01/21/2021	1,038.70
73269	SCFUELS	SC Fuels	01/21/2021	3,151.85
73270	SCE02	Southern California Edison	01/21/2021	145.82
73271	TEXAS01	Texas Life Insurance Co.	01/21/2021	2,673.70
73272	TPX 01	TPX Communications	01/21/2021	2,249.39
73273	verizonw	Verizon Wireless	01/21/2021	709.01
73274	VISION01	Vision Service Plan - (CA)	01/21/2021	4,298.62
73275	ALVARA04	Aundrea Alvarado	01/28/2021	90.00
73276	AMAZON	Amazon	01/28/2021	167.93
73277	AMERIFID	American Fidelity Assurance	01/28/2021	6,259.96
73278	AMERIC34	American Fidelity Assurance Co	01/28/2021	2,498.67
73279	ARAM01	Aramark Uniform & Career Apparel Group	01/28/2021	151.72
73280	AT&T06	AT & T	01/28/2021	43.63
73281	AZUSALW	Azusa Light & Water	01/28/2021	401.13
73282	NATION23	National Union Fire Insurance	01/28/2021	600.48
73283	PEARSO01	NCS Pearson, Inc	01/28/2021	32.00
73284	OLIVAR07	Vanessa Olivares	01/28/2021	30.00
73285	OPTUM01	OptumRx, Inc.	01/28/2021	104,022.80
73286	OROSCOA	Amanda Orosco	01/28/2021	30.00
73287	SCE02	Southern California Edison	01/28/2021	1,137.22
73288	STANDA01	Standard Insurance Co. RV	01/28/2021	424.45
73289	STANDA03	Standard Insurance Company	01/28/2021	2,002.57
73290	VANM01	Veronica VanMarcke	01/28/2021	60.00
73291	VISION01	Vision Service Plan - (CA)	01/28/2021	1,760.01
73292	CALIFO56	California State Disbursement Unit	01/28/2021	604.15
73293	CITY01	City of Hope	01/28/2021	54.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73294	ICEA	Irwindale City Employee Assoc.	01/28/2021	638.00
73295	IMEA	Irwindale Mgmt Employee Assoc.	01/28/2021	400.00
73296	IRWIND02	Irwindale Police Officers Assoc.	01/28/2021	3,288.10
73297	AFFORD02	Affordable Additions	02/10/2021	49,440.51
73298	AFFORD01	Affordable Generator Services, Inc.	02/10/2021	600.00
73299	ALLEN10	Allen Matkins LLP	02/10/2021	3,594.50
73300	ALLISO01	Allison Mechanical, Inc	02/10/2021	2,560.62
73301	AMAZON	Amazon	02/10/2021	2,679.48
73302	AMERIC15	American Planning Association	02/10/2021	290.00
73303	B&BTIR	B & B Tires Service	02/10/2021	77.00
73304	BAKER01	Baker & Taylor Books	02/10/2021	501.44
73305	BARNEY	Barney's Locksmith Service	02/10/2021	319.67
73306	BEARFR	Bear Frame & Wheel #3	02/10/2021	80.00
73307	CARQUEST	Carquest	02/10/2021	8.10
73308	CASC01	CASC Engineering & Consulting	02/10/2021	8,140.00
73309	CENTRO01	Centro Print Solutions	02/10/2021	472.05
73310	CINTAS	Cintas Corporation #693	02/10/2021	122.25
73311	COUNTY04	County of Los Angeles	02/10/2021	144,222.96
73312	DENOVO01	De Novo Planning Group	02/10/2021	15,540.43
73313	DESIGN04	Design Concepts Consulting, Inc.	02/10/2021	6,927.50
73314	DURATE01	DuraTech USA, Inc.	02/10/2021	10,200.58
73315	ENGI01	Engineering Associates, LLC	02/10/2021	16,085.50
73316	FCG01	FCG Consultants Inc.	02/10/2021	16,834.50
73317	FEDEX	FedEx	02/10/2021	109.19
73318	FILLG01	Fill Good Landscaping	02/10/2021	375.00
73319	GENT01	Gentry General Engineering, Inc.	02/10/2021	34,010.00
73320	Harvey	Harvey Consulting Group, LLC	02/10/2021	44,720.00
73321	HINDER	Hinderliter, De Llamas & Assoc	02/10/2021	300.00
73322	INTEGR02	Integrity Surveillance Group	02/10/2021	998.00
73323	INTER01	Interwest Consulting Group	02/10/2021	8,631.25
73324	JCSPLU	JC's Plumbing & Backflow Svc	02/10/2021	78.00
73325	JOEAGO	Joe A. Gonsalves & Son	02/10/2021	2,375.00
73326	JUSTIRE	Just Tires	02/10/2021	1,102.18
73327	LANDSC	Landscape Warehouse III	02/10/2021	172.27
73328	LEWISE	Lewis Engraving, Inc.	02/10/2021	19.85
73329	MARIPO	Mariposa Landscapes, Inc.	02/10/2021	8,796.00
73330	MIJACA	Mijac Alarm, Inc.	02/10/2021	1,509.00
73331	MOUNT01	Mountain View Tire & Service Inc.	02/10/2021	115.77
73332	OFFICE03	Office Depot	02/10/2021	1,304.40
73333	ORKINP	Orkin Pest Control	02/10/2021	2,684.05
73334	PAPE01	Pape' Material Handling Inc.	02/10/2021	2,433.50
73335	PLACE01	PlaceWorks, Inc.	02/10/2021	362.50
73336	PROPRINT	Pro Printing, Inc.	02/10/2021	407.93
73337	RPLAUR02	R. P. Laurain & Associates	02/10/2021	1,800.00
73338	RANCHO01	Rancho Duarte Florist	02/10/2021	150.00
73339	RECYCL02	Recycle Away Systems & Solutions	02/10/2021	2,026.56
73340	RICOH02	Ricoh USA, Inc	02/10/2021	1,673.13
73341	RIOHON01	Rio Hondo College	02/10/2021	228.00
73342	ROSENO	Rosenow Spevacek Group Inc	02/10/2021	3,566.25
73343	RUSH01	Rush Truck Center, Whitter	02/10/2021	173.06
73344	SANGAB04	San Gabriel Valley Water Assoc	02/10/2021	100.00
73345	SIERRA01	Sierra Chevrolet	02/10/2021	1,105.03
73346	ULINE01	Uline	02/10/2021	938.05
73347	UNITED11	United Site Services of CA Inc	02/10/2021	539.99
73348	WALT01	Walters Wholesale Electric Co.	02/10/2021	370.93
73349	WAXI01	Waxie's Enterprises, LLC	02/10/2021	3,578.50
73350	WILLDAN	Willdan Financial Services	02/10/2021	1,260.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Report Total (104 checks):				574,206.35

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

CC ITEM 1C

Date: February 10, 2021

To: Honorable Mayor and Members of the City Council

From: William Tam, City Manager

Issue: Request to Approve a Project Reimbursement Agreement between the City and CenterPoint Properties Trust ("Applicant") for CEQA and City Attorney costs associated with a proposed industrial building to be located at 5265 4th Street (APNs: 8619-001-021 and 8619-001-058).

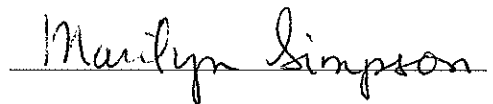
City Manager's Recommendation:

- 1) That the City Council approve the attached Project Reimbursement Agreement with CenterPoint Properties Trust for the reimbursement of costs associated with all CEQA work conducted and all necessary CEQA documents prepared by the CEQA consultant selected by the City as Lead Agency and costs incurred by the City's Attorney's office to process and negotiate permits, entitlements and proposed conditions of approval of the Project.

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development
Manager / City Planner
(626) 430-2209



Prepared by:

Lisa Chou, Planning Technician

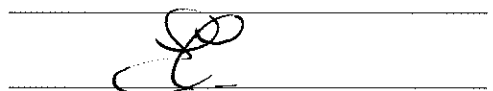


Reviewed by:

Adrian Guerra, City Attorney

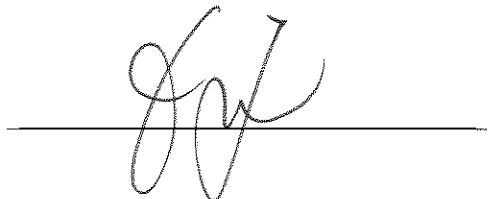
Electronically Approved

Eva Carreon, Finance Director / City Treasurer



Approved by:

William Tam, City Manager



BACKGROUND

CenterPoint Properties Trust, the Applicant, submitted an application to develop a ±142,078 square foot light industrial building for property located at 5265 4th Street in the M-2 (Heavy Manufacturing) zone.

Staff is proposing the retention of EPD Solutions, Inc. to perform the environmental services for the proposed project. The contract with EPD Solutions, Inc. for these services is being considered separately by the City Council and will be funded through the subject Project Reimbursement Agreement, which is attached for consideration. Further, the subject Project Reimbursement Agreement will reimburse the City for any other fees incurred from other consultants and attorneys as the City may require to process and negotiate permits, entitlements and proposed conditions of approval of the proposed project.

FISCAL IMPACT

The City's General Fund will not be impacted. The Applicant will provide a deposit of \$240,465.00 to cover 100% of the cost for this consultant work.

ATTACHMENTS

A: Project Reimbursement Agreement with CenterPoint Properties Trust

ATTACHMENT "A"

PROJECT REIMBURSEMENT AGREEMENT

THIS PROJECT REIMBURSEMENT AGREEMENT (this "Agreement") is made as of February 10, 2021, by and between the City of Irwindale, a California municipal corporation ("City"), and CenterPoint Properties, a California limited liability company ("Developer").

RECITALS

A. The Developer has submitted to City an application to develop one (1) speculative concrete tilt-up light industrial building ("Project") at 5265 4th Street, Irwindale, CA 91706;

C. Pursuant to California Environmental Quality Act ("CEQA"), the Project must be reviewed by City for potential additional environmental impacts. Environmental analysis is required under CEQA for land use entitlements. An Initial Study will be prepared, as part of the preparation of an environmental document, which will be either a Mitigated Negative Declaration ("MND") or Environmental Impact Report ("EIR"), for the Project. City will retain the services of outside consultants due to the nature and scope of the Project.

D. City and Developer agreed to enter into this Agreement to provide for the reimbursement of City by Developer for certain expenses to be incurred by City in undertaking the review of the Project pursuant to CEQA and preparation of the appropriate agreements to undertake the Project.

E. City and Developer desire to enter into this Agreement for the purpose of establishing the rights and responsibilities of each party with respect to the processing of Developer's application for the Project, the preparation of either the MND or the EIR for the Project and the reimbursement of the costs associated therewith.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Application Processing.

City shall diligently process Developer's application for the Project in compliance with applicable laws, and shall cause to be prepared an MND or EIR for the Project in compliance with the CEQA (California Public Resources Code Section 21000 *et seq.*) and regulations promulgated pursuant thereto. Developer acknowledges that this Agreement does not constitute a commitment by City to take any particular action either in favor of or against the merits of

Developer's application.

2. Payment.

A. Developer agrees to reimburse City in full for all costs and expenses incurred by City (a) pursuant to the agreement for contract services (the "Consultant Agreement") between City and EPD Solutions, Inc. ("CEQA Consultant"), the consultant selected by City to prepare the environmental documents necessary for the Project; (b) pursuant to any contract (collectively, the "Contracts") between City and other consultants and attorneys (collectively, the "Additional Consultants") as City may require to process and negotiate permits, entitlements and proposed conditions of approval of the Project, (collectively, the "Expenses").

B. Within five (5) days of the City's approval of this Agreement, Developer shall pay to City a lump sum deposit in the amount of TWO HUNDRED AND FORTY THOUSAND AND FOUR HUNDRED AND SIXTY FIVE DOLLARS (\$240,465.00) ("Initial Deposit"), which deposit represents City's best estimate of Developer's ultimate obligation hereunder with respect to the Expenses.

C. If City subsequently determines that the Initial Deposit is insufficient, which determination shall be based on the actual Expenses incurred by the City hereunder, then upon receipt of twenty (20) days written notice from City, Developer shall pay City a lump sum deposit in the amount reasonably estimated by City to be sufficient to cover the excess (each a "Supplemental Deposit"). If Developer does not pay the Initial Deposit per Section 2.B above or any Supplemental Deposit when required under this Section 2.C. to City, work on the EIR shall be suspended until the applicable Initial or Supplemental Deposit is made to City.

D. City shall provide Developer with a monthly accounting of City's use of the Deposits to pay Expenses within a reasonable time after the end of each calendar month during the term of this Agreement.

E. City shall promptly refund to Developer any amount of Developer's Deposits that remain unexpended at the end of the Project as well as provide Developer with a final monthly accounting of City's use of the Deposits. For purposes of this paragraph, "the end of the Project" means the time at which: (i) City's contractual liabilities to the CEQA Consultant under the Consultant Agreement and the Additional Consultants under the Contracts have been satisfied; and (ii) the earliest to occur of (a) City has rendered a final decision on the Project or (b) Developer has abandoned the Project pursuant to Section 3 below. As of the date of any termination of this Agreement, such termination shall also terminate any further funding or other obligations hereunder; except that Developer shall remain obligated to reimburse City for City's Expenses incurred prior to the date of termination of this Agreement.

F. Notwithstanding any provision herein to the contrary, the parties agree that the City's obligations to make payments to the CEQA Consultant pursuant to the Consultant Agreement and to the Additional Consultants pursuant to any Contracts shall be independent of and governed solely by the provisions of the Consultant Agreement

and Contracts, as applicable. City shall make any payments to the CEQA Consultant when provided by the Consultant Agreement and to the Additional Consultants pursuant to the Contracts irrespective of any dispute arising hereunder.

3. Abandonment of Project. This Agreement does not constitute a commitment by Developer to proceed with the Project and Developer may choose to not proceed with the Project at any time for any or no reason whatsoever. If Developer should abandon the Project prior to a final decision on its application by City, then Developer may give written notice of such abandonment to City and City shall immediately suspend preparation of the EIR and all other aspects of the environmental review for the Project.

4. Conflicts of Interest.

A. During the existence of City's contract with the CEQA Consultant, and for a period of one (1) year after final resolution of Developer's application for the Project, neither Developer, nor any of its representatives, agents or other persons acting in concert with Developer, shall enter into any financial relationship with the CEQA Consultant or with any City official or employee. Nor, during such period, shall Developer propose to enter into any future relationship with the CEQA Consultant or with any City official or employee.

B. Developer makes the following warranties for the 12 month period preceding the submission of its application for the Project. Developer warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, the CEQA Consultant or any of the CEQA Consultant's agents or employees. Developer further warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent or employee that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code Sections 87100 *et seq.*).

C. The parties acknowledge and agree that processing of Developer's application for the Project is not contingent on the hiring of any specific contractor.

D. The parties acknowledge and agree that Developer's duty to reimburse City is not contingent upon City's approval or disapproval of the Project or upon the result of any action of the City but that it is contingent on City's compliance with the terms and conditions of this Agreement.

E. Neither Developer nor its officers, employees or agents shall communicate with the CEQA Consultant or any Additional Consultant during the term of this Agreement, unless specifically authorized or requested to do so in writing by City.

5. Approval of Consultant Contract and Contracts. City shall promptly provide copies of (a) the proposed Consultant Contract; (b) any and all proposed Contracts; and (c) proposed amendments and supplements to the Consultant Contract and Contracts that would have the effect of revising the schedule or scope of work for such CEQA Consultant or Additional Consultant, prior to the execution thereof by City. Developer shall have a reasonable time thereafter within which to review and provide

comments to and consult with City on such proposed Consultant Contract and Contracts and amendments and supplements thereto, but shall have no right to prevent their execution; *provided, however*, that Developer shall not be obligated to pay Expenses based upon a change in scope or schedule of any of them unless Developer has reviewed and approved such Consultant Contract or Contract or change thereto. Notwithstanding anything in this Agreement to the contrary, City may not revise, supplement or amend the scope of work proposed to be undertaken by the EIR Consultant pursuant to the Consultant Contract without obtaining Developer's prior consent. Upon the execution of (i) the Consultant Contract and any amendments thereto by EIR Consultant and City; and (ii) any Contracts and any amendments thereto by Additional Consultants and City; Developer's obligations with respect to such executed Consultant Contract and Contracts (each as amended) will be governed by the terms and conditions of this Agreement.

6. Notices. Any notices, bills, invoices or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

City:

City of Irwindale
Attention: Chief Deputy City Clerk
5050 N. Irwindale Avenue
Irwindale, CA 91706

Developer:

CenterPoint Properties Trust
Attention: William Lu
725 South Figueroa Street
Suite 3005
Los Angeles, CA 90017

7. Litigation. In the event that either party shall commence any legal action or proceeding to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. This Agreement shall be governed by and interpreted under the laws of the State of California.

8. Hold Harmless. Developer shall defend, indemnify and hold harmless the City, its elected and appointed officers and employees (collectively, the "Indemnified Parties"), from and against any claims, suits, actions or proceedings, judicial or administrative, for writs, orders, injunction or other relief, damages, liability, cost and expense (including, without limitation, reasonable attorneys' fees) (collectively, "Claims") arising out of a default by Developer of its obligations under this Agreement and the preparation by the City of the EIR for the Project; provided, however, that the foregoing covenant to defend, indemnify and hold harmless the Indemnified Parties from and against any Claims shall not apply to any Claims (a) arising from the sole negligence, or fraud or intentional misconduct, of any Indemnified Party; or (b) covered by insurance.

9. Entire Agreement. This Agreement represents the entire and integrated agreement between City and Developer as to the subject matter contained herein. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties, which writing expressly refers to this Agreement.

10. Time of the Essence. Time is of the essence of each and every provision of this Agreement.

11. Counterparts. This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

12. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement.

13. Further Assurances. Each party, at the request of the other, shall execute, acknowledge or have notarized (if appropriate) and deliver in a timely manner such additional documents, and do such other additional acts, also in a timely manner, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF IRWINDALE, a municipal corporation

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian Guerra, City Attorney

“DEVELOPER”:

CenterPoint Properties Trust

Atten: William Lu

725 South Figueroa Street, Suite 3005

Los Angeles, CA 90017

By: _____
Name: William Lu

Title: Senior Vice President,
Development

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 _____ before me, _____, Notary Public, personally appeared _____ who 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.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

CC ITEM 1D

Date: February 10, 2021

To: Honorable Mayor and Members of the City Council

From: William Tam, City Manager

Issue: Request to Approve a Professional Consulting Contract with EPD Solutions, Inc. for the preparation of CEQA documents (Initial Study and Mitigated Negative Declaration or Environmental Impact Report) for the construction of an approximately 142,078 square-foot light industrial concrete tilt-up building on an approximately 8.1 acre project site located at 5265 4th Street [APNs]: 8619-001-021 and 8619-001-058.

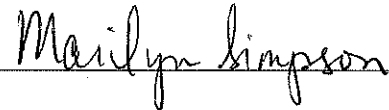
City Manager's Recommendation:

- 1) That the City Council approve the attached contract with EPD Solutions, Inc. for the preparation of an Initial Study and Mitigated Negative Declaration or Environmental Impact Report to be prepared in association with a land use entitlement application for property located at 5265 4th Street, Irwindale, CA 91706.

Administrative Action:

Submitted by:

Marilyn Simpson, Community Development Manager /
City Planner
(626) 430-2209



Prepared by:

Lisa Chou, Planning Technician



Reviewed by:

Adrian Guerra, City Attorney

Electronically Approved

Eva Carreon, Finance Director / City Treasurer



Approved by:

William Tam, City Manager



BACKGROUND

CenterPoint Properties Trust, the applicant (Applicant), submitted applications to develop an approximate 142,078 square-foot speculative industrial concrete tilt-up building for property located at 5265 4th Street (Project). The applications include a request for a Site Plan and Design Review and Environmental analysis, which is required under the California Environmental Quality Act (CEQA) for land use entitlements.

After soliciting proposals through a Request for Proposals process, staff reviewed four (4) proposals submitted to Planning, interviewed two (2) consulting firms that submitted proposals, and is recommending the retention of EPD Solutions, Inc. to complete the CEQA work necessary to obtain entitlements for this Project. The Professional Consulting Contract with EPD Solutions, Inc. is for an amount not to exceed \$170,715.00, and is attached with this report. The Initial Study will determine the type of CEQA document to be prepared (either a Mitigated Negative Declaration or an Environmental Impact Report).

FISCAL IMPACT

The City's General Fund will not be impacted. CenterPoint Properties Trust has agreed to reimburse the City 100% of all costs and expenses incurred by the City by providing a deposit account pursuant to the contract between the City and EPD Solutions, Inc. In addition, CenterPoint Properties Trust will provide a deposit to cover the City Attorney's time to review the documents, which has been determined by a Project Reimbursement Agreement to be presented separately for approval between the City and CenterPoint Properties Trust.

ATTACHMENTS

- A: Professional Services Agreement with EPD Solutions, Inc. (including cost proposal)

ATTACHMENT "A"

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF IRWINDALE AND EPD SOLUTIONS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 10th day of February 2021, by and between the City of Irwindale, a California municipal corporation ("City"), and EPD Solutions, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services pertaining to California Environmental Quality Act (CEQA) for land use entitlements defined and described in Exhibit 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described in Exhibit 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the Section 607 of the City of Irwindale's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of

practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 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 this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Consultant is advised of the requirements of California Labor Code Section 1720 which provides: prevailing wage rates apply to "[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority." It is the Parties' understanding that this Project shall not be required to pay prevailing wages pursuant to Sections 1770 – 1781 of the California Labor Code and 33423 – 33426 of the California Health and Safety Code. To this end, Consultant acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("DIR"), require Consultant or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then Consultant shall indemnify, defend, and hold City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The City make no representation that any work completed by Consultant is or is not subject to Prevailing Wage Law.

1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Additional Services.

City 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 costs 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 ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 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.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ONE HUNDRED AND SEVENTY THOUSAND AND SEVEN HUNDRED AND FIFTEEN DOLLARS (\$170,715.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City 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 City for any duplicate services performed by more than one person.

City 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 City, or as provided in Section 7.3, City 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 City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 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 one hundred eighty (180) 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 City, 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 City 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) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Jeremy Krout</u> (Name)	<u>President/CEO</u> (Title)
<u>Konstanza Dobрева</u> (Name)	<u>Director of Environmental Planning</u> (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, 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, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights

to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City 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 herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor 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 City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the City 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 City, 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 City 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 City, 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 City 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 City at all times during the term of this Agreement. City 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 City 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 City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City'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, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City 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 City, 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 City, 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 City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City 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 City 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 City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City 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 City 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 City and approved by the City 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 City for review.

(n) City's Right to Revise Specifications. The City 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 City 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 City. At the option of the City , either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City 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.

(q) 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 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Indemnification.

(a) Indemnity for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless City 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 City, 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 City.

ARTICLE 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 City 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. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

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 as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City 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 City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. 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 City.

6.4 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 City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, 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 City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors 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 there under. City 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 City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 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, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. 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 City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City 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, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. 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.

7.5 Rights and Remedies are Cumulative.

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.

7.6 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 a legal action under this Agreement.

7.7 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 City 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 City, except that where termination is due to the fault of the City, 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, except as provided in Section 7.3. 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. 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.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City 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 City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 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 may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City 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.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 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 insure 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.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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 City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Avenue, Irwindale, California 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.

9.2 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.

9.3 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.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. 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. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in 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 phrases, sentences, clauses, paragraphs, or sections 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.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City 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 City 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 City 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 _____

9.7 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.

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

CITY:

CITY OF IRWINDALE, a municipal
corporation

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian Guerra, City Attorney

CONSULTANT:

EPD SOLUTIONS, INC., a California
corporation

By:_____
Name: Jeremy Krout
Title: President/CEO

By:_____
Name: Konstanza Dobрева
Title: Director of Environmental
Planning
Address: 2 Park Plaza, Suite 1120
Irvine, CA 92614

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 _____ before me, _____, Notary Public, personally appeared _____ who 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.

CAPACITY CLAIMED BY SIGNER

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

☐
☐
☐
☐
☐

PARTNER(S) ☐ LIMITED
GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

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 _____ before me, _____, Notary Public, personally appeared _____ who 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.

CAPACITY CLAIMED BY SIGNER

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform CEQA work and prepare CEQA documents necessary to obtain entitlements for the construction of an approximately 142,078 square-foot light industrial concrete tilt-up building on an approximately 8.1 acre project site located at 5265 4th Street [APNs]: 8619-001-021 and 8619-001-058 ("Project"), including, but not limited to, the following (herein after referred to collectively as "Services"):

Scope of Services

Project Understanding

The approximately 8.1-acre project site is located at 5265 4th Street, City of Irwindale, Los Angeles County, and is associated with APNs: 8619-001-021 and 8619-001-058. The project proposes the demolition of the existing approximately 12,000-square-foot onsite industrial building and additional onsite structures and the construction of approximately 142,078-square-foot light industrial use comprised of a warehouse with 22 dock doors and office space, and associated parking lot providing 102 parking stalls and 32 trailer stalls. The proposed building height would be approximately 32 feet. The project is required to provide a dedication for the creation of a public street on the site, primarily to accommodate a turnaround for emergency vehicles.

The project site is zoned M-2 (Heavy Manufacturing) and designated by the General Plan for Industrial/Business Park. The site is also subject to the Irwindale Commercial & Industrial Design Guidelines. The project site is surrounded by existing industrial/warehouses uses, and a railroad right-of-way and the Santa Fe Dam Recreation Area are located west of the site.

As proposed, the project complies with the underlying zoning and land use designation and appears to only require approval of a Site Plan & Design Review Permit at this time.

VTM Screening Threshold Consideration

The City is deferring to the chosen consulting firm to determine if the project requires either an ND, MND, or EIR based on the findings of the IS. Toward that end, EPD has conducted background research on the likelihood of specific impacts as well as researched approach opportunities for the project. Since EPD has an inhouse transportation planning team, a preliminary vehicle miles traveled (VTM) analysis was prepared, as we have experienced projects that would typically only require an MND with less-than-significant transportation impacts based on the former delay-based Level of Service (LOS) methodology that now require an EIR due to significant and unavoidable VTM impacts.

Since the City has not adopted VTM thresholds, our preliminary VTM analysis was based on the requirements of the Los Angeles County Public Works Department's *Transportation Impact Analysis Guidelines* (dated July 23, 2020). Following the county guidelines shows the project would most likely have a significant and unavoidable VTM impact. However, a VTM screening threshold that has been adopted by several cities considers the greenhouse gas (GHG) emissions impact of a project; specifically relying on the widely used GHG screening threshold recommended by the South Coast Air Quality Management District (SCAQMD), which states that projects generating less than 3,000 metric tons of carbon dioxide equivalent (MTCO_{2e}) per year are considered to result in a less-than-significant GHG emissions impact. As the primary objective of Senate Bill 743 for transitioning from LOS- to VTM-based methodology is the reduction of GHG emissions, by logical extension, projects generating a less-than-significant GHG emissions impact, based on the above SCAQMD screening threshold, should thereby be considered to result in a less-than-significant VTM impact.

To determine if this project could likewise benefit from this approach, EPD also conducted an inhouse preliminary GHG emissions run using the current version of the California Emissions Estimator Model (CalEEMod). The modeling run showed the project would be below the 3,000 MTCO_{2e} screening threshold. Thus, should the City consider adoption of a GHG-based VTM screening threshold, a full VTM analysis for the project would not be required, and the project would likely only require an MND level of documentation to satisfy the requirements of CEQA. However, if a GHG-based VTM screening threshold is not adopted by the City, and the current Los Angeles County guidelines as used instead, the project will require an EIR due to significant and unavoidable VTM impacts.

Scope of Work Tasks

Preparation of an IS will allow for a determination on whether any of the conditions listed in the State CEQA Statute (Public Resources Code 21000-21189) and State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000-15387) exist for the project to require preparation of an MND or EIR. As discussed above, if a GHG-based VMT screening threshold is adopted by the City, and based on our initial review, it is anticipated that all potential impacts could be mitigated to a less-than-significant level and a MND is the appropriate level of CEQA documentation. The following work tasks required to complete the project consider both the MND and EIR approaches.¹

IS/MND Approach (Recommended)

The following list overviews the tasks that will be part of the IS/MND approach. The details of each task follow the list.

- **Task 1.** Project Kickoff Initiation, Preparation of Project Description & Tribal Consultations
- **Task 2.** Technical Studies
- **Task 3.** Preparation of the Draft Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program
- **Task 4.** Response to Comments
- **Task 5.** Preparation of a Final Initial Study/Mitigated Negative Declaration
- **Task 6.** Meetings, Conference Calls, and Other Communications
- **Task 7.** Project Management and Coordination

Task 1. Project Kickoff Initiation, Preparation of Project Description & Tribal Consultations

Project Kickoff Initiation

Upon receipt of the Notice to Proceed, the EPD team will schedule a kickoff meeting with City staff. Key topics to be discussed during this meeting may include obtaining additional detail on the project, community or agency concerns, anticipated environmental impacts, communications processes and roles, the initiation of technical studies, the target project schedule, and any requested adjustments to the scope of work contained in this proposal.

The initial step in CEQA preparation generally includes the review of existing documentation and supporting reports, which will be summarized in the background sections of the CEQA document. With this background information, as well as any readily available studies or engineering survey information already prepared for the applicant, a detailed project description will be prepared. EPD will include adequate information to allow for an efficient and well-supported analysis of all environmental issue areas to be studied in the CEQA document.

One of the keys to successful CEQA compliance is a clear definition of the project and its components. The project description must be complete, comprehensive, stable, and finite to analyze the impacts accurately and fully. EPD will identify any additional information needs to develop a thorough and complete project description.

EPD will also confer with the project team and City during this process to discuss the potential environmental impacts of the proposed project. This preliminary evaluation of impacts will allow the team to consider potential project design features that could minimize environmental impacts, a process known as "mitigation

¹ It is reasonably anticipated that the project will require at least one mitigation measure, and as such, a Negative Declaration is not expected to be the appropriate level of CEQA documentation.

by design.” As part of this initial review, EPD will confer with the team to determine if any potential impacts might exceed any of the CEQA thresholds of significance. After this initial analysis, EPD will discuss with the team the results and identify any potential issues, as well as mitigation for these issues.

EPD will provide a draft of the project description to project team for review. EPD will make revisions, as necessary. EPD assumes one round of review for this task.

In coordination with Material Culture Consulting (MCC), as part of this initial task, EPD will assist the City in completing the Native American consultation process. The City, as the Lead Agency, is responsible for initiating Assembly Bill 52 (AB 52) processes. EPD and MCC will assist by contacting the Native American Heritage Commission and local tribes, requesting the Sacred Land File search on behalf of the City, and preparing the draft AB 52 notification letters for the City's review and approval. EPD will prepare and distribute all mailings and will attend any Native American consultations, if so requested by the City.

Task 1 Deliverables		
No.	Format	Description
1	PDF/ Word	Refined project schedule
1	PDF/ Word	Request for Additional Information (if required)
1	PDF/ Word	Project Description
1	PDF/ Word	Tribal Notification Letters for AB 52 Compliance

Task 2. Technical Studies

As indicated by the City Planner, the following technical studies have been, or are being, prepared for the applicant and will be made available to City staff and the chosen consulting firm, which EPD will review for CEQA adequacy:

- Geotechnical Report
- Phase I/II Environmental Site Assessment(s)
- Hydrology Report
- Low Impact Development/Standard Urban Storm Water Mitigation Plan

The following technical studies are included in this proposal to provide a thorough analysis of the project site and impacts of project development.

1. Air Quality/GHG Emissions Impact Analysis/Qualitative Health Risk Assessment/Energy Report
2. Noise Impact Analysis
3. Cultural and Paleontological Resources Assessment
4. Biological Resources Assessment
5. Historical Resources Assessment
6. Trip Generation Memo and VMT Memo or Analysis (refer to VMT screening threshold consideration)

The following summarizes the scopes of each of the technical studies to be prepared by the EPD team.

2.1 Air Quality/GHG Emissions Impact Analysis/Qualitative Health Risk Assessment/Energy Report

The following tasks are anticipated to be required for the air quality, GHG, and qualitative health risk assessment impact analyses for the proposed project, which will be prepared by EPD:

Existing Conditions:

- Identify the existing air quality setting in the area.
- Identify applicable international, federal, state, SCAQMD's, and local rules and regulations

including the GHG regulations Assembly Bills (AB) 32 and 1493, Senate Bills (SB) 32, 97, 107, 375, 527, 1368, and 1771, and Executive Orders S-3-05 and S-14-08.

- Obtain existing air quality data from air quality monitoring stations within the study area utilizing California Air Resources Board data sources. Data will be obtained for air pollutants, including ozone, carbon monoxide (CO), nitrogen dioxide (NO₂), PM₁₀, and PM_{2.5}.
- Identify GHGs and their associated impacts to global climate change.
- Identify thresholds of significance for the criteria pollutants and GHGs.

Air Quality and GHG Emissions Analyses:

- Evaluate and quantify regional criteria pollutant and GHG emissions associated with demolition and construction activities for the proposed project utilizing the most recent version of CalEEMod. If significant emission levels are found to be created from construction activities, feasible mitigation will be developed and quantified.
- Evaluate local NO_x, CO, PM₁₀, and PM_{2.5} construction and operational emissions at the nearest sensitive receptors. The emissions will be compared against the SCAQMD Look-Up Tables and will follow the methodology described in *Localized Significance Threshold Methodology*, prepared by SCAQMD, July 2008.
- Evaluate and quantify regional criteria pollutant and GHG emissions associated with the operations of the proposed project utilizing CalEEMod. All feasible mitigation will be identified and quantified through use of CalEEMod.
- If the traffic study deems it necessary, prepare a micro-scale CO screening analysis of the study area intersections based on the traffic data prepared for the proposed project and verify if it is in accordance with the SCAQMD requirements as described in the *CEQA Air Quality Handbook*.
- Evaluate the operational GHG emissions using CalEEMod. The project's emissions will be compared to all applicable GHG emissions thresholds including AB 32, SB 375 and SCAQMD's draft GHG emissions threshold of 3,000 MTCO₂e. If the GHG emissions exceed any applicable thresholds, provide mitigation to reduce the GHG emissions.
- As the City does not currently have a Climate Action Plan, the project and its GHG emissions will also be compared to the goals of the CARB Scoping Plan.

Health Risk Assessment Impact Analysis:

- Toxic air contaminants (TAC) emissions from project-related heavy-duty truck emissions will be addressed qualitatively in the Health Risk Assessment, using the recommendations from the CAPCOA "Health Risk Assessments for Proposed Land Use Projects." If the project-related truck traffic exceeds 100 trucks per day or more than 40 trucks per day with operating TRUs, then a quantitative dispersion modeling-based Health Risk Assessment will be required (see optional item).

Odor Analysis:

- Provide a qualitative odor analysis from the construction and operation of the proposed project.

Energy Analysis

- Identify the existing energy use conditions and the applicable federal, state, and local rules and regulations pertaining to Energy use.

- The energy analysis will provide a CalEEMod-based quantitative analysis and discussion of project-related energy use during construction and operation.
- Provide an analysis of the project's consistency with renewable energy and energy efficiency plans.

Report Preparation:

- Prepare an air quality, global climate change, and health risk assessment report documenting the results of the study. The report will summarize the results of the previous work tasks.

Optional item (if required by City and/or SCAQMD):

- *Perform a quantified Health Risk Assessment using dispersion modeling to determine the cancer risk associated with project-related diesel truck emissions using the data from the traffic study and assess the impacts from the ongoing operation of the proposed project.*

2.2 Noise Impact Analysis

Below is the scope of work for the Noise Impact Analysis, which will be prepared by MD Acoustics. More information regarding the EPD team's subconsultants is provided in the Project Team section of this proposal.

- Review the site plans, preliminary grading plans and traffic or trip generation study for the project from an acoustical standpoint.
- Review the client provided site plan and topography from an acoustical standpoint.
- Determine the existing noise environment at the project site. MD Acoustics will perform either three (3) short-term noise measurements either at/or within the vicinity of the site to establish baseline conditions.
- Utilize a version of the FHWA Noise Prediction Model to determine the roadway noise impacts from the project to adjacent uses and compare to the City's noise standards.
- Determine the project site operational noise impacts (e.g. loading/unloading) to adjacent land uses. Compare the results to the City's noise standards. Provide mitigation measures to comply with City's limits, if applicable. MD Acoustics will utilize SoundPlan 3D modeling software to model the stationary noise.
- Utilize the FHWA construction noise model to determine the short-term construction noise and vibration impacts for the project during construction. Determine the exterior noise impact to the surrounding adjacent properties and provide mitigation measures to alleviate any potential significant noise impact, if applicable.
- Summarize the results of the analysis in a noise impact study that will address the exterior noise impacts to and from the project site for both short-term and long-term noise impacts and provide recommendations. In addition, the noise study will evaluate the estimated interior noise impacts and recommended mitigation measures.

2.3 Cultural and Paleontological Resources Assessment

Below is the scope of work for the Cultural and Paleontological Resources Assessment, which will be prepared by Material Culture Consulting. More information regarding the EPD team's subconsultants is provided in the Project Team section of this proposal.

- Cultural Resources Background Research – Conduct a cultural resources records search of the project area as well as a one-mile radius around the project area from the South Central Coastal

Information Center at California State University, Fullerton. Obtain copies of records for resources and previous studies that intersect the project area, and prior investigations that have occurred within the project area. Bibliographic information will be provided for all sites/prior studies that exist within a one-mile radius of the project area.

- **Native American Background Research** – Contact the Native American Heritage Commission (NAHC) to request a review of the Sacred Lands File and for a list of culturally affiliated tribes and interested parties in the general region of the project. Send information-gathering letters to each of the individuals and groups on the list. Make two follow-up attempts by using the information provided by NAHC if a response from any given party is not received. Results of outreach efforts will also be included in the technical report. Assume all AB 52 compliance protocols will be conducted by the City, however, time has been included to assist with the AB 52 coordination and prepare for and attend an up to 2-hour conference call, should that occur. Assume no in-person meetings will be required.
- **Paleontological Resources Records Search** – Request a paleontological records search from the Los Angeles County Museum of Natural History (LACM). Staff will plot the project area onto the highest resolution maps available for the region, review the results of the records search of the project area.
- **Cultural and Paleontological Site Visit** – Perform a pedestrian field survey of the property to identify cultural and/or paleontological resources that may be visible on the surface. Also examine surface sediment to contribute our understanding of the paleontological sensitivity of the project area. This work will be conducted by a Qualified Archaeologist and Cross-Trained Paleontologist.
- **Cultural and Paleontological Resources Technical Report** – Assumes the project will not have federal oversight, and that no cultural or paleontological resources lie within the project area. Prepare one technical report that addresses both disciplines. Assumes there will be negative findings within the report. The report will include a project description, brief culture history/paleontological context of the area, maps of the proposed project, methods, and results; and the cultural and paleontological records search results and Native American consultation and background research as appendices to the report.

2.4 Biological Resources Assessment

Below is the scope of work for the Biological Resources Assessment, which will be prepared by Blackhawk Environmental. More information regarding the EPD team's subconsultants is provided in the Project Team section of this proposal.

Literature Review

- Blackhawk Environmental will conduct a literature review that will include, but not necessarily be limited to, a current California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) search for records of sensitive biological resources in the Project vicinity, the U. S. Department of Agriculture (USDA) Web Soil Mapper, National Wetlands Inventory (NWI), and any other previous reports prepared for the project site or nearby project sites, if provided to Blackhawk Environmental.

Baseline Biological Survey

- This survey will focus on documenting the existing conditions of the project site and any relevant buffer areas. Onsite vegetation communities may be mapped following the Holland Classification System (1986), and all plant species nomenclature will follow that of the Jepson Manual (2012). All plant and wildlife species observed or detected will be identified to species or subspecies level and recorded in the field notes of the biologists to provide complete species lists for the Biological Memo

Report. If any sensitive species are found within or adjacent to the Project footprint, GPS coordinates and relevant data will be collected and described in the Biological Memo Report.

- Digital photographs will be collected in sufficient quantity to capture the existing conditions of the Project sites as well as any notable biological or aquatic resources. The collective results of these surveys will be included in the Biological Memo Report, along with pertinent figures, maps, tables and photo pages.

Biological Memo Report

- Following the baseline biological and jurisdictional assessment survey, a Biological Memo Report will be completed. Attachments will include a complete photo log, project vicinity and location maps, vegetation communities map and map(s) of any sensitive biological resources on and/or adjacent to the project site. The Biological Memo Report will qualitatively and/or quantitatively assess any potential and/or known direct and/or indirect impacts to any sensitive onsite biological and/or aquatic resources for the biological regulatory enforcement agencies [U. S. Fish & Wildlife Service (USFWS) and the California Department of Fish & Wildlife (CDFW)] within and immediately adjacent to the project site.

2.5 Historical Resources Assessment

Below is the scope of work for the Historical Resources Assessment, which will be prepared by Urbana Preservation & Planning. A Historical Resources Assessment is part of this scope due to the suspected age of the onsite structure. More information regarding the EPD team's subconsultants is provided in the Project Team section of this proposal.

- Field Survey – A field survey will be conducted to photograph the subject property, observe and record styles present, modifications made to the structures, and character-defining features.
- Research – Conduct contextual and property-specific research to inform analysis.
- Report Preparation – Prepare a technical memo report summarizing findings.
- 2.5.a. *Optional item (if required or requested by City): Prepare Department of Parks and Recreation (DPR) 523 Forms for all buildings and structures over 45 years old. Provide California Register of Historical Resources (CRHR) status code(s) to inform project reviewers of eligibility conclusions.*

2.6 Trip Generation Memo and VMT Memo

Based on EPD's preliminary analysis using trip rates published by the Institute of Transportation Engineers (ITE), the project would generate approximately 343 passenger car equivalent (PCE) daily trips, 33 PCE AM peak hour net trips and 37 PCE PM peak hour trips. Based on the requirements of the City's *Traffic Impact Analysis Report Guidelines* (TIA Guidelines), projects that generate more than 25 peak hour trips but less than 50 peak hour trips require a focused site traffic review. A Trip Generation Memo would, thus, be adequate to address LOS analysis. However, this does not apply to VMT analysis. As previously discussed, the City does not currently have adopted VMT thresholds or guidelines. Refer to the VMT screening threshold consideration, above. Below are the tasks associated with the GHG-based VMT screening threshold (if it is adopted by the City as recommended in this proposal), which would be necessary to keep the CEQA documentation at the MND level.

- Trip Generation Memo. EPD will prepare a trip generation analysis for the proposed project and prepare a memo to justify that a LOS traffic study is not needed. These will include the requirements discussed in section IV. Focused Site Traffic Review in the City of Irwindale's Traffic Impact Reports Guidelines.

- **VTM Memo.** As of July 1, 2020, the evaluation of transportation impacts for CEQA purposes must utilize VMT rather than LOS. As such, a VMT analysis will be required for the project. The VMT Analysis Guidelines provided in the County of Los Angeles Public Works Transportation Impact Analysis Guide states that projects that do not meet any of the screening thresholds are required to do a VMT Analysis. The proposed project does not meet any of the screening thresholds provided in the County guidelines. With the adoption of city guidelines that include a greenhouse gas screening threshold, a VMT analysis would not be required. Justification would be provided in the Focused Site Traffic Review memo.
- **Documentation of Analysis and Findings.** A draft Focused Site Traffic Review Memo will be prepared documenting all analyses, findings, and conclusions. Upon review by the project team and/or City, EPD will revise the TIA and provide the revised TIA for City review. As required in the TIA Guidelines, two hard copies and one electronic copy of the TIA will be provided to the City for review.

Task 2 Deliverables		
No.	Format	Description
1	Email	Email identifying additional data needs (if required)
1	PDF/Word	Draft Technical Studies
1	PDF/Word	Final Technical Studies

Task 3. Preparation of the Draft Initial Study Mitigated Negative Declaration (IS/MND) and MMRP

3.1 Administrative Draft IS/MND

EPD will prepare an IS/MND for the project to address CEQA requirements. EPD will apply the City's standard environmental checklist to assess each environmental impact.

An administrative draft of the IS/MND will be provided to the project team and City for review. Comments made by the project team and City will be addressed into an updated document. EPD assumes this task will include two rounds of review for a two-week period.

3.2 Public Draft IS/MND and MMRP

EPD will prepare the public draft IS/MND for circulation to the public. As part of this task, EPD will also prepare a Mitigation Monitoring and Reporting Program (MMRP) for the project. The MMRP will use the City's typical format for such documents. EPD will review the MMRP with the City and project team to ensure that compliance with each mitigation measure is appropriate and feasible.

3.3 Public Noticing

A draft Notice of Intent (NOI), using the most current format will be prepared, as well as a draft distribution list that would include regional agencies and persons requesting information will be submitted to the City for review and comment.

After the project team and City directs EPD to release the Public Draft IS/MND document for public review, unless the City chooses to do so, EPD will be responsible for printing and distributing the environmental document and preparing the necessary forms, and will distribute them to all identified local, regional and state agencies. A copy of the NOI (including required copies of documents) will be filed with the Los Angeles County Clerk. The proposed project is not a project of statewide, regional, or areawide environmental significance as defined by 14 Cal Code Regs §15206(b), and thus, the public review period for the MND is

expected to be 20 days; however, if the City prefers the IS/MND to be circulated to the State Clearinghouse, public review period will be extended to 30 days and the NOI.

Task 3 Deliverables		
No.	Format	Description
1	PDF/Word	Admin Draft IS/MND and technical studies
1	PDF/Word	Public Draft IS/MND, MMRP, and technical studies
13	CDs	
1	Unbound Print	
21	Bound Print	
1	PDF/Word	Notice of Completion (NOC)/Notice of Intent (NOI)

Public Draft IS/MND and noticing publication quantities subject to change depending on City's preferences or needs

Task 4. Responses to Comments

During the public review period and immediately thereafter, EPD will prepare responses to public comments and communicate with the project team to discuss any comments that raise significant issues or require additional analysis beyond what has been completed under Task 3 and assumed in this proposal. EPD will inform project team immediately if an addendum to this proposal is needed as a result of the public comments. If a submittal to SCH occurs, a Notice of Completion (NOC) will be prepared and submitted alongside the IS/MND.

Task 5. Preparation of a Final IS/MND

EPD will compile the final IS/MND document addressing any changes associated with the responses to comments for the Planning Commission and City Council hearings and send it to the project team and City. Upon the City approval of the environmental document, EPD will coordinate with the City to file the Notice of Determination (NOD).

Task 5 Deliverables		
No.	Format	Description
1	PDF/Word	Final IS/MND
1	Unbound Print	
5	Bound Print	
5	CDs	
1	Print	NOD

Public Final IS/MND and noticing publication quantities subject to change depending on City's preferences or need

Task 6. Meetings, Conference Calls, and Other Communications

Throughout the process, EPD will coordinate with team and City staff in ensuring the project is accurately and appropriately assessed in the environmental document.

As indicated in the RFP, EPD assumes attendance of up to four (4) meetings, which are expected to be a kick-off meeting with City staff, a meeting with City staff to discuss project issues for the preparation of the draft document, a Planning Commission public hearing, and a City Council public hearing. Attendance of the public hearings would be by key consultant team members responsible for the report and technical studies.

Task 7. Project Management and Coordination

EPD's CEQA will coordinate closely with City staff to ensure that the IS/MND and associated documents delivered to the City are legally defensible, accurate, and useful to decision makers considering the

approval of the project. The project manager will also coordinate with City staff throughout the process not only to streamline the CEQA process, but to avoid or anticipate any changes that could result in delays.

To effectively manage the costs of the project, and if workable with the City staff schedule, EPD suggests bi-weekly conference calls (briefings) to update the City on upcoming deliverables and discuss any potential issues that may impact the scope of work. In addition to standing meetings, EPD will be available to City staff to answer questions, address concerns, or to clarify issues as they arise.

The Project Manager (see Project Team section, below) will be the key contact for the City and will be responsible for managing (1) EIR task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) consultation and coordination with local and state agencies relative to the environmental document and the environmental review process; (3) coordination and communications with the City's project team to ensure that City policies, procedures, and any applicable codes are complied with and, where applicable, are incorporated into the MND; (4) ensuring that the environmental review process and the MND satisfy the statutes and guidelines of CEQA and procedures; and (5) representing the consultant team in public meetings and project progress meetings as requested by the City.

Expenses Budget

A budget for anticipated direct expenses has been included based on our experience preparing IS/MND documentation and the above-referenced expenses.

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EIR Approach (If Required Based on Findings of Initial Study or VMT Threshold)

The following tasks are required to complete the environmental documentation if an EIR is required.

- **Task 1.** Project Kickoff Meeting, Preparation of Project Description, and Tribal Consultations
- **Task 2.** Preparation of Technical Studies
- **Task 3.** Initial Study, Notice of Preparation (NOP), and Scoping Meeting
- **Task 4.** Administrative Draft EIR & Screencheck Draft EIR
- **Task 5.** Public Draft EIR, Notice of Completion (NOC), and Notice of Availability (NOC)
- **Task 6.** Final EIR including Response to Comments, Findings of Fact and Statement of Overriding Considerations & Mitigation Monitoring and Reporting Program
- **Task 7.** Public Hearings
- **Task 8.** Notice of Determination (NOD)
- **Task 9.** Project Management and Coordination

Task 1 Project Kickoff Meeting, Preparation of Project Description, and Tribal Consultations

1.1 Project Kickoff Meeting

Upon receipt of the Notice to Proceed, the EPD team will schedule a kickoff meeting with City staff. Key topics to be discussed during this meeting may include obtaining additional detail on the project, community or agency concerns, anticipated environmental impacts, communications processes and roles, the initiation of technical studies, the target project schedule, and any requested adjustments to the scope of work contained in this proposal, such as:

1. Obtaining project description information, preliminary plans and design specifications, phasing information, construction and operational details, existing relevant technical studies, and any other pertinent information;
2. Identifying project objectives;
3. Discussing parameters of any project alternatives;
4. Identifying projects to be used for cumulative analysis;
5. Obtaining technical studies completed for the project and discussing the preparation of new technical studies; and
6. Refining the EIR schedule.

In addition, as part of this task, EPD will perform a review of the applicant's entitlement application package, which will be reviewed by all CEQA staff, as well as our development team that has extensive experience in the preparation and review of entitlement applications and the entitlement process.

1.2 Preparation of the Project Description

Within 10 days of receiving project documents, the EPD team will prepare a project description clearly detailing the proposed changes on the project site and submit it to the City for review. During this process, EPD will ensure the project description provides all the necessary information for an efficient and well-supported analysis of environmental issue areas to be studied in the environmental documentation.

One of the keys to successful CEQA compliance is a clear definition of the project and its components. The project description must be complete, comprehensive, stable, and finite in order to analyze the impacts accurately. The project applicant will be identified, along with a statement of project objectives. Detailed

project phasing (construction and operation) and grading information will be included. Required discretionary approvals and anticipated uses will be identified. Report figures will include regional, vicinity, and site location maps; project plans; circulation and infrastructure plans; and others as necessary to clarify the project.

EPD will confer with City staff during this early process to discuss the potential environmental impacts of the proposed project. This upfront evaluation of impacts will allow the City to request modifications to the project in order to minimize environmental impacts, a process known as "mitigation by design." This process will be aided, simplified, and enhanced by the EPD team's already-extensive knowledge of the environmental conditions impacting the City, as well as past reports prepared by members of our team.

1.3 Assembly Bill 52 Consultations

In coordination with Material Culture Consulting, EPD will assist the City in completing the Native American consultation process. The City, as the Lead Agency, is responsible for initiating Assembly Bill 52 (AB 52) processes. EPD and MCC will assist by contacting the Native American Heritage Commission and local tribes, requesting the Sacred Land File search on behalf of the City, and preparing the draft AB 52 notification letters for the City's review and approval. EPD will prepare and distribute all mailings and will attend any Native American consultations, if so requested by the City. EPD will provide mitigation measures, agreed upon as necessary by the City to reduce potential impacts to a less than significant level.

Task 1 Deliverables		
No.	Format	Description
1	PDF/ Word	Refined project schedule
1	PDF/ Word	Request for Additional Information (if required)
1	PDF/ Word	Project Description
1	PDF/ Word	Tribal Notification Letters for AB 52 Compliance

Task 2 Technical Studies

Tasks 2.1 through 2.5 would be identical to the Task 2 enumerated above for the IS/MND approach. See above.

2.6 Trip Generation Memo and VMT Analysis

As previously discussed, a Trip Generation Memo would be adequate to address LOS analysis per the City's TIA Guidelines. However, this does not apply to VMT analysis and the City does not currently have adopted VMT thresholds or guidelines. Refer to the VMT screening threshold consideration, above. Below are the tasks associated with the transportation analysis if Los Angeles County Guidelines are to be used for the VMT analysis.

- **Trip Generation Memo.** EPD will prepare a trip generation analysis for the proposed project and prepare a memo to justify that a LOS traffic study is not needed per the City of Irwindale's Traffic Impact Reports Guidelines. These will include the requirements discussed in section IV. Focused Site Traffic Review in the City's of Traffic Impact Reports Guidelines.
- **VMT Analysis.** As of July 1, 2020, the evaluation of transportation impacts for CEQA purposes must utilize VMT rather than LOS. As such, a VMT analysis will be required for the project. The VMT Analysis Guidelines provided in the County of Los Angeles Public Works Transportation Impact Analysis Guide states that projects that do not meet any of the screening thresholds are required to do a VMT Analysis. The proposed project does not meet any of the screening thresholds provided

in the County guidelines. The VMT analysis will be prepared using the SCAG traffic analysis model. A new traffic analysis zone would be created for the project and the model will be run to identify VMT generated by the project. VMT per capita for the project would be compared to the appropriate VMT per capita for the region to determine project impacts. Any VMT impacts will be mitigated using strategies recommended by the Governor's Office of Planning and Research and as shown in CAPCOA's Quantifying Greenhouse Gas Mitigation Measures, or other measures in consultation with City staff.

- Documentation of Analysis and Findings. A draft TIA will be prepared documenting all analyses, findings, and conclusions. Upon review by the project team and/or City, EPD will revise the TIA and provide the revised TIA for City review. As required in the TIA Guidelines, two hard copies and one electronic copy of the TIA will be provided to the City for review.

Task 3 Initial Study, Notice of Preparation, Scoping Meeting, and Community Meeting

3.1 Initial Study

EPD will prepare an IS for the project to address CEQA requirements. EPD will apply the City's standard environmental checklist to assess each environmental impact; if the City does not have a standard, we will utilize the checklist contained in Appendix G of the CEQA Guidelines.

As noted above, EPD's strategy will be to focus the scope of the EIR by excluding from more detailed analysis impact areas that do not require mitigation measures. This task will be aided by the preparation of technical studies. EPD will make maximum use of standard conditions of approval and existing plans, policies, and programs, as applicable, to minimize any potential impacts, in lieu of creating project-specific mitigation measures.

3.2 Notice of Preparation

EPD will prepare a Notice of Preparation (NOP) consistent with Section 15082 of the CEQA Guidelines. EPD will then provide the NOP along with the draft IS for City review, including all required text and graphics. City comments will be incorporated into the final IS/NOP. EPD will coordinate document distribution, including a submittal to the State Clearinghouse. EPD assumes the City will provide a mailing list of all interested parties to receive the document and the project applicant will provide the mailing list pursuant to the City's public noticing requirements. Distribution will be per CEQA requirements and via U.S. mail. Issuance of the NOP begins a 30-day review period.

3.3 Scoping Meeting (Optional – If Preferred by City)

While not a requirement for this project, if the City prefers to host a Scoping Meeting, EPD and the City will coordinate to schedule a Scoping Meeting to accept public comments during the NOP review period. EPD staff will attend the Scoping Meeting and, at the City's discretion, either lead the presentation or provide materials in support of a City staff-led presentation. EPD will also develop various handouts and a PowerPoint presentation for the Scoping Meeting, as well as coordinate with the City for review of the handouts and PowerPoint presentation prior to the meeting date. The scoping meeting presentation will be focused exclusively on the environmental aspects of the project and will not address public policy or entitlement issues related to the project.

Task 3 Deliverables		
No.	Format	Description
1	PDF/ Word	Draft Initial Study with Determination EIR
1	PDF/ Word	IS and NOP
1	PDF	PowerPoint Presentation for Scoping Meeting
50	Hard Copy	PowerPoint and NOP Questionnaire handouts

Task 4 Administrative Draft EIR & Screencheck Draft EIR

EPD will use information from the IS/NOP and scoping process (if a Scoping Meeting is held), including any comments received from the state, other jurisdictions, and the public, to focus the analysis on those issues identified as potentially significant and of general concern. The EPD team will use and incorporate by reference, to the maximum extent feasible, existing information identified in prior tasks.

EPD will prepare an Administrative Draft EIR for review by City staff. The Administrative Draft EIR will include all CEQA-required sections based on the analysis in the Initial Study. If the City has approved the technical studies, we can begin working on sections of the Administrative Draft EIR during the Initial Study process and submit draft sections of the document to the City before the entire document is complete. This approach could allow the project schedule to be expedited.

The Administrative Draft EIR will focus on key environmental issues and identify why some environmental issues were "scoped out" by the IS. As described above, refinements to the specific work program for addressing environmental issue areas will be developed in coordination with City staff. The impact analysis developed by EPD will treat impacts at a project-specific level.

The methodology and criteria used for determining the impacts of the project will be explicitly and clearly described in the EIR, including any assumptions, models, or modeling techniques used in the analysis. The level of significance of the impact will be stated and a determination will be made as to whether it is less than significant, potentially significant, or significant and unavoidable. EPD will identify any standard policies, programs, standard conditions of approval, or other obligation on the project that would effectively reduce impacts. Where such standard conditions are not adequate to mitigate impacts to below a level of significance, mitigation measures will be developed. The extent to which the proposed mitigation measures will reduce the level of significance of the identified impact will be identified. Where potentially significant impacts are identified in the Administrative Draft EIR, practicable and project-specific level mitigation measures will be formulated. The impact will be numbered, as will the corresponding mitigation measures pursuant to standard City practices. Cross-references will be provided where necessary. At the end of the impact sections, conclusions will be drawn regarding the availability and feasibility of mitigation measures. Exhibits and graphics will be used to describe, evaluate, and analyze information within the document.

The following is an outline of the sections which would be included in the EIR:

Chapter 1: Executive Summary. The executive summary section includes a summary of the pertinent project issues and briefly describes the impacts and mitigation measures. The executive summary will also include a brief description of the alternatives to the proposed project. A summary table will be provided consisting of a matrix of impacts and corresponding mitigation measures, including levels of significance of impacts before and after mitigation.

Chapter 2: Introduction. The introduction section provides a discussion of the purpose and authority of the EIR, organization of the document, identification of the City as the lead agency and listing responsible and trustee agencies, and other general information on the project.

Chapter 3: Project Description. The Project Description will include regional and vicinity location maps, a description of ownership, jurisdictional boundaries, a detailed description of existing and proposed site facilities and equipment, project phasing, a discussion of required entitlements, and an overview of cumulative impacts.

A statement of project objectives will be prepared by EPD and included in the Project Description. Project objectives identify the underlying purpose of the proposed project. The statement of project objectives helps a lead agency develop a reasonable range of alternatives to evaluate in an EIR and aids in the preparation

of Findings of Fact and a Statement of Overriding Considerations, if necessary. The Project Description should be complete by the end of Task 1; however, minor changes may be made during EIR preparation.

Chapter 4: Environmental Setting, Impacts, and Mitigation Measures. The environmental setting section includes an overview of the general setting of the environment in the vicinity of the project site and identifies the related projects used in the cumulative impact analysis. The impacts and mitigation measures part of this chapter includes an analysis of the topical environmental issue areas. For each significant adverse impact that remains, CEQA requires that an EIR discuss feasible mitigation measures to avoid or substantially reduce the project's significant adverse environmental effect. Drafting effective mitigation measures involves clearly explaining the mitigation measure's objectives and implementation—specifically, how the mitigation measure will be put into action, who is responsible for its implementation, where it will occur, and when it will occur. Many adverse project-related impacts may be mitigated by Standard Conditions of Approval and Best Management Practices. This type of mitigation will be identified separately from project-specific mitigation measures identified in the EIR.

Each environmental issue will include the following sub-sections:

- **An Introduction** identifying the primary documents used in the preparation of the section and any other pertinent information.
- **An Existing Conditions** section identifies and describes the existing physical environmental conditions that constitute the baseline physical conditions. The baseline assists in determining the significance of an impact.
- **A listing of Thresholds of Significance**, as adopted by the City (if available).
- **Project Impacts** describes environmental changes to the existing physical conditions that may occur if the proposed project is implemented and evaluates these changes with respect to the thresholds of significance. In addition, this section would include any Project Design Features proposed to reduce potentially significant impacts.
- **Cumulative Impacts** describes the potential changes in the environmental conditions that result from the incremental impact of the proposed project added to closely related past, present, and probable future projects.
- **Mitigation Measures** are those specific measures that may be required of the project by the Lead Agency in order to: 1) avoid an impact; 2) minimize an impact; 3) rectify an impact by restoration; 4) reduce or eliminate an impact over time by preservation and maintenance operations; or 5) compensate for the impact by replacing or providing substitute resources.
- **Level of Significance after Mitigation** describes the level of impact significance remaining after mitigation measures have been implemented.

Chapter 5: Alternatives. The project alternatives section includes a range of alternatives to be analyzed that meet the applicant-provided project objectives; are feasible on an economic, legal, and regulatory basis; and would avoid or substantially lessen at least one significant impact of the project. EPD will analyze three project alternatives, including the required "No Project" alternative. These alternatives would be developed as part of the preparation of the Administrative Draft EIR. The Administrative Draft EIR will include a discussion of the environmental impacts associated with each alternative and compare the impacts with those identified for the proposed project. In addition, a summary matrix that presents and contrasts the environmental effects of each alternative as compared to the proposed project will be prepared.

Chapter 6: Organizations and Persons Consulted. This section lists the organizations and persons consulted during the preparation of the EIR.

Chapter 7: List of Preparers. This section lists the individuals who contributed to the preparation of the EIR.

Chapter 8: Bibliography. This chapter will include a list of the references cited in the body of the EIR, organized by chapter.

Technical Appendix. The technical appendix will include the IS/NOP and the technical studies used in the preparation of the EIR. This may be included as a separate volume.

Subsequent to the City's review of the Administrative Draft EIR, the EPD team will prepare a Public Review Draft EIR for submittal. All changes will be underline/strike-through format to allow for easy tracking of updates. We assume that changes will be minimal due to early consultation with the City, and prior review and approval of technical reports by City staff.

Task 4 Deliverables		
No.	Format	Description
1	PDF/Word	Administrative Draft EIR and technical studies

Task 5 Public Draft EIR, Notice of Completion (NOC), and Notice of Availability (NOA)

Task 5.1 Public Draft EIR

EPD will incorporate modifications to the Screencheck Draft EIR based on the specific comments received from the City and prepare a Draft EIR for public review. Exhibits and graphics will be used to describe, evaluate, and analyze information within the document.

Included as appendices to the Draft EIR will be the NOP, comments received on the NOP, technical studies prepared for the project, and any necessary text changes to plans or ordinances.

Prior to release, EPD will submit to the City a PDF of the "print-ready" Draft EIR for final review and comment. Minimal comments are expected at this stage. Hard copies of the EIR, as well as CDs will be distributed as shown in the table below.

Task 5.2 Notice of Completion and Notice of Availability of Draft EIR

With release of the Draft EIR, EPD will prepare and submit a NOC to the State Clearinghouse. A Notice of Availability will also be prepared, with up to 60 hard copies printed (subject to change depending on City's preferences or needs).

On City approval, EPD will coordinate the submission of the Draft EIR and the NOC to the State Clearinghouse and the Los Angeles County Clerk.

Task 5 Deliverables		
No.	Format	Description
1	PDF/Word	Public Draft EIR and technical studies
15	CDs	
1	Unbound Print	
21	Bound Print	
1	PDF/Word	Notice of Completion (NOC)/Notice of Availability (NOA)

Public Draft EIR and noticing publication quantities subject to change depending on City's preferences or needs

Task 6 Final EIR including Response to Comments, Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program

Task 6.1 Final EIR and Response to Comments

As comments arrive, EPD staff will provide adequate and complete responses to each issue of concern. Regular communication will occur with City staff to ensure that responses are accurate and thorough. As appropriate, "global responses" will be prepared and placed near the front of the responses to comments. These global responses will reduce the need to duplicate responses to repetitive comments. Once the comment period has closed, EPD will finalize the Responses to Comments section and submit an Administrative Draft to the City for review.

This Scope of Work assumes 40 hours of professional staff time would be sufficient to respond to number of comments anticipated for this project based on our experience in the area. The estimated budget is based on professional staff hours, not the number of individual comments, and assumes that no additional basic research will be required to respond to comments and that the comments will be directed at the substance and technical adequacy of the Draft EIR. Modification to the scope of work, budget, and time frame may be necessary if excessive comments received from agencies or the general public require substantially increasing the scope of impacts and issues addressed in the EIR. Should this situation become apparent, we will discuss this concern with the City and shall seek and obtain written approval from the City before such costs are incurred. Regular communication will occur with City staff to ensure that responses are accurate and thorough.

In addition to responses to comments, this task will include the completion of any required revisions to the Draft EIR and technical studies. Revisions will be included in an errata section of the Final EIR.

Based on City comments to the Administrative Draft Responses to Comments completed in Task 5, EPD will finalize the Responses to Comments section, including revisions to the Draft EIR. The Final EIR and Responses to Comments will be distributed to all parties who submitted comments; each party will receive a notice with an electronic link to the Final EIR document posted on the City's website (if City's preference). The Final EIR must be released at least 10 days before hearing for certification.

This proposal assumes that comments received will not raise issues that were not addressed in the Draft EIR and that no new surveys, additional modeling, or new technical studies will be required to complete adequate responses. Should this not be the case, the EPD team will initiate discussion immediately with City staff to receive direction about conducting this extra work.

Task 6.2 Findings of Fact and Statement of Overriding Considerations (if necessary)

Pursuant to Sections 15091 and 15093 of the CEQA, the EPD team in collaboration with the City and the City Attorney will draft the Findings of Fact for the proposed project, if deemed necessary. The EPD team will use a Findings of Fact format approved by the City and will submit the draft prior to Planning Commission and City Council meetings.

A Statement of Overriding Considerations will be drafted in collaboration with the City and City Attorney if the Final EIR identifies significant, unavoidable impacts that the City determines would be acceptable in light of the overall benefits of the project.

The EPD team will use a Statement of Overriding Considerations format approved by the City and will submit the draft prior to the Planning Commission hearing on the Final EIR.

Task 6.3 Mitigation Monitoring and Reporting Program

This task involves preparation of a Mitigation Monitoring and Reporting Program (MMRP) for the project. The MMRP will use the City's preferred standard format. Based on City comments, EPD will update the document to its final form and provide it to City staff in digital format.

Task 6 Deliverables		
No.	Format	Description
1	PDF/Word	Final EIR, Response to Comments, MMRP, and technical studies
15	CDs	
1	Unbound Print	
21	Bound Print	

Public Final EIR and noticing publication quantities subject to change depending on City's preferences or needs

Task 7 Public Hearings

As indicated in the RFP, EPD assumes attendance of up to four (4) meetings, which are expected to be a kick-off meeting with City staff, a meeting with City staff to discuss project issues for the preparation of the draft document, a Planning Commission public hearing, and a City Council public hearing. Attendance of the public hearings would be by key consultant team members responsible for the report and technical studies.

Planning Commission Hearing

Prior to the Planning Commission Hearings, EPD will coordinate with City staff to prepare and conduct the PowerPoint presentation for use at the public hearing. EPD will also be prepared to provide responses, as needed, to questions regarding the CEQA document.

City Council Hearing

EPD will coordinate with City staff to prepare and conduct the PowerPoint presentation for use at the public hearing. EPD will also be prepared to provide responses, as needed, to questions regarding the CEQA document.

Task 7 Deliverables		
No.	Format	Description
1	PPT	PowerPoint Presentation for Planning Commission Hearing
1	PPT	PowerPoint Presentation for City Council Hearing

Task 8 Notice of Determination (NOD)

If the project is approved, EPD will prepare a NOD for filing with the Los Angeles County Clerk and submission to the State Clearinghouse.

EPD will also provide a final bound copy of the Certified EIR.

Task 8 Deliverables		
No.	Format	Description
1	Word/PDF	Certified Final EIR with Signed Resolution
1	Hard Copy	Certified Final EIR with Signed Resolution
1	CD	Certified Final EIR with Signed Resolution
1	Word/PDF	Notice of Determination (NOD)

Task 9 Project Management and Coordination

EPD's CEQA project manager will coordinate closely with City staff to ensure that the EIR and associated documents delivered to the City are legally defensible, accurate, and useful to decision makers considering the approval of the project. The project manager will also coordinate with City staff throughout the process not only to streamline the CEQA process, but to avoid or anticipate any changes that could result in delays.

To effectively manage the costs of the project, EPD will attend bi-weekly conference calls (briefings) to update the City on upcoming deliverables and discuss any potential issues that may impact the scope of work. EPD will draft agendas in advance of these meetings and deliver minutes via email to the entire project team. The minutes will identify action items and the responsible party to implement said action item. In addition to standing meetings, EPD will be available to City staff to answer questions, address concerns, or to clarify issues as they arise.

The Project Manager (see Project Team section, below) will be the key contact for the City and will be responsible for managing (1) EIR task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) consultation and coordination with local and state agencies relative to the environmental document and the environmental review process; (3) coordination and communications with the City's project team to ensure that City policies, procedures, and any applicable codes are complied with and, where applicable, are incorporated into the EIR; (4) ensuring that the environmental review process and the EIR satisfy the statutes and guidelines of CEQA and CEQA procedures; and (5) representing the consultant team in public meetings and project progress meetings as requested by the City.

This scope of work assumes ongoing project management at an estimated 1 hour/week for the Project Manager and 2 hours/month for the Principal-in-Charge are included for the duration of the 10-month schedule as estimated in this proposal, excluding public review periods.

Expenses Budget

A budget for anticipated direct expenses has been included based on our experience preparing EIR documentation and the above-referenced expenses.

Task 9 Deliverables		
No.	Format	Description
1	Varies	Various emails, letters, memos, etc.

Firm Qualifications

Firm Background

EPD is a full-service environmental consulting firm dedicated to creating environmental and planning services of distinction, quality and legal merit that optimize value, are environmentally responsible, and enhance the communities in which the services are provided. EPD believes that by strengthening the underlying fabric of a city and better understanding the potential opportunities it may face, a city can improve its development ability and improve the quality of life for its residents.

Since our founding in 2013, EPD has developed a unique breadth of experience both in the preparation of environmental documentation and project management that is unlike any other firm. The EPD team manages hundreds of projects a year and our senior project managers have between 10 and 25 years of experience. Working extensively in Southern California, including agencies throughout Los Angeles County, our firm is uniquely positioned to leverage our resources, as well as our extensive environmental, planning, engineering, and regulatory experience, to the benefit of the City.

II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT "B"

SPECIAL REQUIREMENTS

THERE ARE NO SPECIAL REQUIREMENTS FOR THIS CONTRACT.

EXHIBIT "C"

SCHEDULE OF COMPENSATION/BUDGET

- I. Consultant's proposed budget for services related to the IS/MND is as follows:**
- II. Consultant's proposed budget for services related to EIR, if needed, is as follows:**

EPD Solutions, Inc.

Jeremy Krout
Jeremy Krout, President

[illegible]

5265 4th Street Industrial, Irwindale,
EIR EPD Solutions, Inc.

Jeremy Krout
Jeremy Krout, President

	Staff Member	Jeremy Krout	Konnie Dobrevá	Renee Escario	Meghan Macias	Brad Perrine	Supporting Staff	EPD Labor Total		Subconsultants	TOTAL LABOR
	Hourly Rate	\$230	\$195	\$185	\$210	\$175	\$140				
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	\$
Proposed Work Scope Tasks											
Task 1. Project Kickoff Meeting, Preparation of Project Description, Review of Existing Studies, and Tribal Consultations									\$ -		\$ -
Task 1.1 Project Kickoff Meeting	3	3			3		1	10	\$ 2,045		\$ 2,045
Task 1.2 Preparation of Project Description	1	3	2			2	14	22	\$ 3,495		\$ 3,495
Task 1.3 AB 52 Consultations			1				4	5	\$ 755		\$ 755
Task 2: Technical Studies											
Task 2.1 AQ/GHG/Qualitative HRA/Energy Analyses			1	2		4	48	55	\$ 7,985		\$ 7,985
2.1.a Optional Quantified Health Risk Assessment				1		2	24	27	\$ 3,895		\$ 3,895
Task 2.2 Noise Impact Analysis			1	2		4	36	43	\$ 6,305		\$ 6,305
Task 2.3 Cultural and Paleontological Assessment										\$ 8,394	\$ 8,394
Task 2.4 Biological Resources Assessment										\$ 4,920	\$ 4,920
Task 2.5 Historical Resources Assessment										\$ 3,576	\$ 3,576
2.5.a Optional DPR 523 Forms										\$ 1,920	\$ 1,920
Task 2.6 Transportation Impact Analysis (Los Angeles County Guidelines)						20	70	90	\$ 13,300		\$ 13,300
Task 3. Initial Study, Notice of Preparation, and Scoping Meeting											
Task 3.1 Initial Study	2	5	9	1	9	40		66	\$ 10,485		\$ 10,485
Task 3.2 Notice of Preparation			1			2		3	\$ 465		\$ 465
Task 3.3 Scoping Meeting			6				7	13	\$ 2,150		\$ 2,150
Task 4. Administrative Draft EIR & Screencheck Draft EIR	2	40	25	10	40	120		237	\$ 38,785		\$ 38,785
Task 5. Public Draft EIR, Notice of Completion (NOC), and Notice of Availability (NOA)											
5.1 Public Draft EIR	2	16	6		20	45		89	\$ 14,490		\$ 14,490
5.2 Notice of Completion and Notice of Availability of Draft EIR			1		1	6		8	\$ 1,200		\$ 1,200
Task 6. Final EIR including Response to Comments, Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program											
6.1 Final EIR and Response to Comments	4	12	8	4	8	22		58	\$ 10,060		\$ 10,060
6.2 Findings of Fact and Statement of Overriding Considerations			8			8	24	48	\$ 7,800		\$ 7,800
6.3 MMRP			1			2	4	7	\$ 1,105		\$ 1,105
Task 7. Public Hearings	8	10			6	6	16	46	\$ 8,340		\$ 8,340
Task 8. Notice of Determination (NOD)						1	8	9	\$ 1,295		\$ 1,295
Task 9. Project Management and Coordination	10	42					4	56	\$ 11,050		\$ 11,050
LABOR SUBTOTAL (Including Optional Tasks)		32	149	65	24	127	495	892	\$ 145,005	\$ 18,810	\$ 163,815
EXPENSES BUDGET											\$ 6,900
									Not To Exceed Total (without optional Tasks 2.1.a and 2.5a)		\$ 164,900
									Not To Exceed Total (with optional Tasks 2.1.a and 2.5a)		\$ 170,715

III. The compensation for the Services shall not exceed the Contract Sum and total compensation for all Services during the Term of this Agreement shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- a. Line items for all the work performed, the number of hours worked, and the hourly rate.**
- b. Line items for all materials and equipment properly charged to the Services.**
- c. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
- d. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

V. The compensation for the Services shall not exceed the Contract Sum and total compensation for all Services during the Term of this Agreement shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.

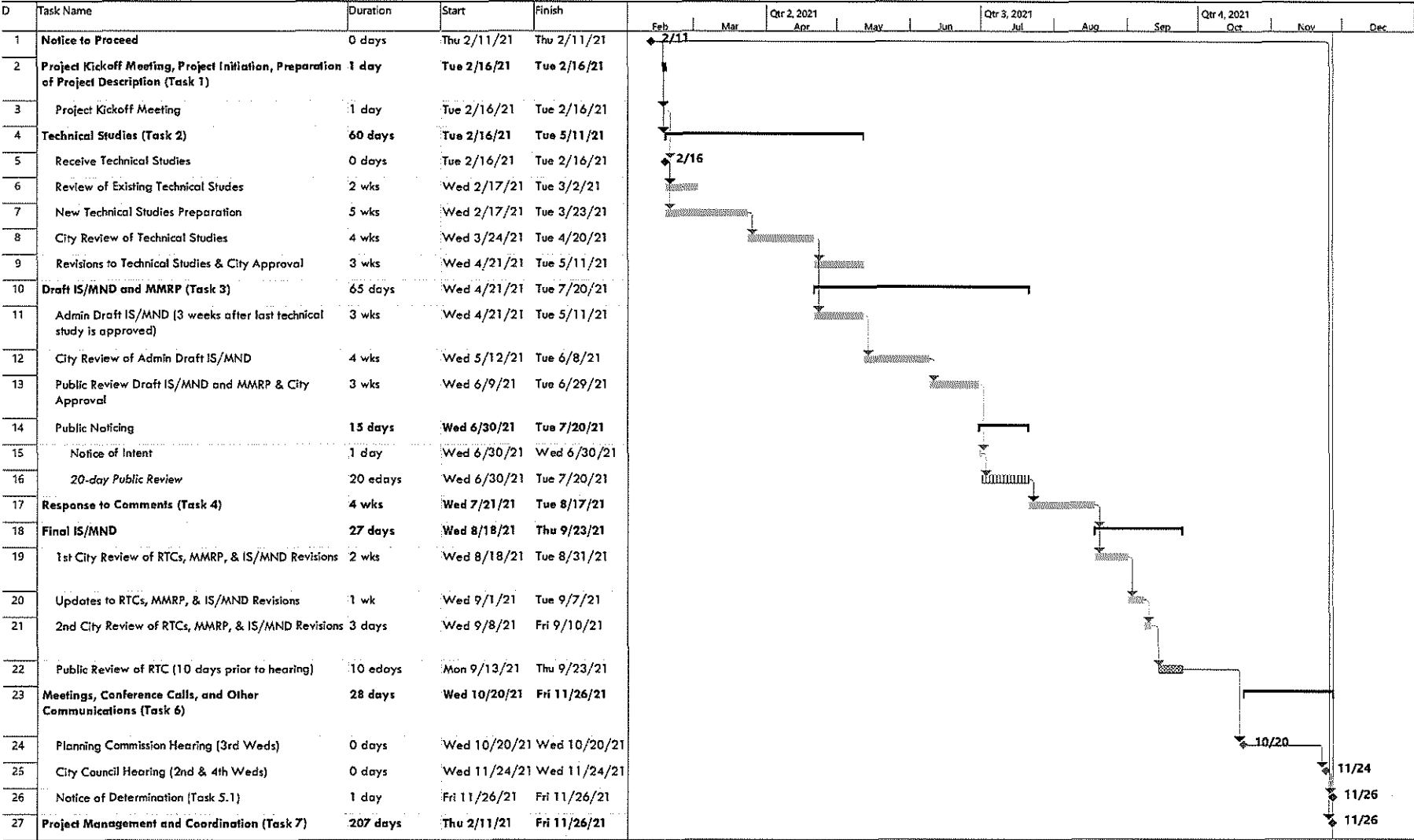
EXHIBIT "D"

SCHEDULE OF PERFORMANCE/TIMELINE

I. Consultant shall perform the Services and deliver the tangible work products, in accordance with the schedules below:

II. 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) years from the date hereof,

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.



- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: February 10, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Consideration of an Appropriation to the Irwindale Business Center Sewer Maintenance Assessment District Budget for the Replacement of a Sewer Pump.

City Manager's Recommendation:

- 1) Adopt Resolution No. 2021-19-3281 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING \$140,000 TO THE IRWINDALE BUSINESS CENTER SEWER MAINTENANCE ASSESSMENT DISTRICT BUDGET TO FUND THE REPLACEMENT OF A SEWER PUMP".

Administrative Action:

Submitted by:

Arsanious Hanna, City Engineer/ Building Official
(626) 430-2200

Electronically approved
by City Engineer/
Building Official

Prepared by:

Laura Snyder, Executive Assistant



Reviewed by:

Adrian R. Guerra, City Attorney

Electronically approved
by City Attorney

Eva Carreon, Finance Director / City Treasurer




Approved by:

William Tam, City Manager

- 1) The Irwindale Business Center Sewer Maintenance Assessment District is funded through direct parcel levies assessed upon the property owners of the Irwindale Business Center.
- 2) Funds received from the parcel levies generally cover all expenditures of the Irwindale Business Center public sewer facilities, which include maintenance of the sewer system and sewer pumps, replacement of the sewer lift station when needed, and administrative costs of the assessment district.
- 3) The City contracts with the Los Angeles County Department of Public Works to perform routine monthly maintenance and repairs of the sewer system that serves the entire Irwindale Business Center.
- 4) In 2019 one of the sewer station's pumps required extensive repairs. It was determined that replacing the pump would be the best course of action. Los Angeles County Department of Public Works purchased and installed the new sewer pump in fall 2020 for a total cost of \$133,800.
- 5) The cost of replacing the sewer pump, plus the higher than usual maintenance costs, have exceeded the annual budget of the Sanitation Sewer Maintenance account. As such, an appropriation of \$140,000 to the Irwindale Business Center Sewer Maintenance Assessment District Budget is required to cover the replacement of the sewer pump this fiscal year.

Fiscal Impact:

There are sufficient funds in the fund balance reserve of the Irwindale Business Center Sewer Maintenance Assessment District Fund to cover the additional appropriation being requested.

Attachment:

Resolution No. 2021-19-3281

RESOLUTION NO. 2021-19-3281

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROPRIATING \$140,000 TO THE IRWINDALE BUSINESS CENTER
SEWER MAINTENANCE ASSESSMENT DISTRICT BUDGET
TO FUND THE REPLACEMENT OF A SEWER PUMP**

WHEREAS, the Irwindale Business Center Sewer Maintenance Assessment District is funded through direct parcel levy assessments to the property owners of the Irwindale Business Center; and

WHEREAS, funds received from the parcel levies generally cover all expenditures of the Irwindale Business Center public sewer facilities, which include maintenance of the sewer system and sewer pumps, replacement of the sewer lift station when needed, and administrative costs of the assessment district; and

WHEREAS, the City contracts with the Los Angeles County Department of Public Works to perform routine monthly maintenance and repairs of the sewer system that serves the entire Irwindale Business Center; and

WHEREAS, in 2019 one of the sewer station's pumps required extensive repairs thus, it was determined that replacing the pump would be the best course of action; and

WHEREAS, the new sewer pump was purchased and installed by the Los Angeles County Department of Public Works in the fall of 2020 for a total cost of \$133,800; and

WHEREAS, an appropriation of \$140,000 to the Irwindale Business Center Sewer Maintenance Assessment District Budget is required to cover the replacement of the sewer pump and the higher than usual maintenance costs this fiscal year; and

WHEREAS, the City Council desires to appropriate funds in the amount of \$140,000 to the Irwindale Business Center Sewer Maintenance Assessment District Budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The recitals are true and incorporated as findings herein.

SECTION 2. The City Council hereby approves the appropriation of \$140,000 to the Irwindale Business Center Sewer Maintenance Assessment District Budget for the replacement of the sewer pump.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 4. That the Chief Deputy City Clerk shall attest to the adoption of this resolution, which shall, in turn, have immediate effect.

PASSED, APPROVED and ADOPTED this 10th day of February 2021.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-19-3281 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 10th day of February 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

- ☒ City Council
☐ Successor Agency
☐ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: February 10, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Acceptance of the Community Center Building HVAC and Roof Rehabilitation Improvements Project; P-1012

City Manager's Recommendation:

That the City Council (1) ratify changes to the original scope of work and accept the improvements and maintenance responsibilities for construction of the Community Center Building HVAC and Roof Rehabilitation Improvements Project; (2) approve the final project cost amount of \$564,116.02; (3) authorize the City Clerk to record the Notice of Completion; and (4) authorize the Finance Director to release the 5% retention amount for the construction project.

Administrative Action:

Submitted by:

Arsanious Hanna, City Engineer/ Building Official

Electronically Approved

Prepared by:

Francisco Carrillo,
Construction Compliance Manager
(626) 430-2251

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved
by City Attorney

Eva Carreon, Finance Director / City Treasurer

Approved by:

William Tam, City Manager

Background and Analysis:

On May 13, 2020, the City Council awarded the construction of the Community Center Building HVAC and Roof Rehabilitation Improvements Project to Affordable Additions in the amount of \$371,870.00, plus \$74,374.00 contingency amount for a total of \$446,244.00.

On August 12, 2020, the City Council approved a contract amendment for additional work in the form of contract change orders to the Community Center Building HVAC and Roof Rehabilitation Improvements Project. The contract amendment specified an addition of \$172,586.03 to the contract amount, and a reduction of the project contingency amount from \$74,374.00 to \$15,000.00 as indicated on the approved construction cost table below:

Previously approved Construction Cost for this Project:

Original Contract Amount	\$371,870.00	
Original Contingency	\$74,374.00	
Contract Amendment for additional work	\$172,586.03	Change Orders #1 - #6
Cancel Original Contingency	(\$74,374.00)	\$74,374.00 Nullified per Contract Amendment
Amended Contingency	\$15,000.00	Contingency amount changed per Contract Amendment
Total Contract Approved	\$559,456.03	Contract, Amendment & Revised Contingency

The contract change orders approved on the contract amendment above represent the major changes to the contract, and ultimately resulted in a slightly lower cost, with a credit of \$2,400.00.

There are four (4) additional minor change orders #7 through #10 that were necessary for this project, consisting of a wide range of improvements. Details of the additional change orders are as follows:

(1) Trim & Moulding along the entire perimeter of the Planning Department offices between the new suspended ceiling panels and the top of the walls. This was not contemplated as part of the finish work, thus, it was recommended to install an MDF trim to cover all small gaps as a cosmetic improvement (agreed price is \$4,600.00). Refer to Contract Change Order No. 7 for more specifics on description of changes, attached hereto as Exhibit A.

(2) After completion of the installation of new LED lighting in the Planning Department, it was observed that additional lighting was required. Furthermore, the City Engineer's office did not have dedicated outlets/receptacles. The electrical power was supplied through power cords, which represented a safety hazard. Thus, it was recommended to install additional LED lighting in the Planning Department and a couple of outlets/receptacles on the north solid walls of the City Engineer's office (agreed price is \$5,298.00). Refer to attached Contract Change Order No. 8 for more specifics on description of changes.

(3) As part of the final inspection of the project, it was noted that a few miscellaneous items (detailed on the change order) were incomplete, missing or in need of repair. Thus, it was recommended to make the necessary repairs (agreed price is \$5,268.00). Refer to attached Contract Change Order No. 9 for more specifics on description of changes.

(4) The stairwell of the Community Center (stairs leading to the Planning Department) were in need of a second coat of paint. Thus, it was recommended to paint the staircase to match the existing color (agreed price is \$2,230.00). Refer to attached Contract Change Order No. 10 for more specifics on description of changes.

The total cost of the four additional change orders is \$17,396.00, which exceed the contingency of \$15,000 by \$2,396.00. This will result in an increase to the total construction cost by this amount.

The final cost for this capital project is \$564,116.02, and is made up of the revised construction contract costs, and other costs related to public noticing and cabling work, which are outlined on Exhibit "A".

Ratification of the construction contract changes, and acceptance of the work by the City Council complies with the acceptance and prompt payment provisions of the Public Contract Code.

Fiscal Impact:

The approved budget for this project is \$579,446.00, and the final capital project cost is \$564,116.02, resulting in the project coming in under budget by \$15,329.98. This project is accounted for in the Capital Projects Fund, and funded by the General Fund.

Attachments:

Contract Change Order Nos. 7-10
Exhibit "A"

CONTRACT CHANGE ORDER No. 7

PROJECT: Community Center Building HVAC and Roof Rehabilitation Improvements SHEET 1 OF 1

OWNER: City of Irwindale Contract No./Project No. P-1012

TO: AFFORDABLE ADDITIONS

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

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

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

Change Requested by: The Project Manager

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

Contract Change Order for Extra Work at Agreed Price

1) Reason for change:

Trim & Moulding along the entire perimeter of the Planning Department's offices between the new suspended ceiling panels and the top of the walls was not contemplated as part of the finish work. Thus, it is recommended to install an MDF trim to cover all small gaps as a cosmetic improvement. Based on the above, the City has determined that a change order is necessary to address this concern in accordance with the plans & specifications of the contract documents.

2) Description of Change:

Install MDF trim between the suspended ceiling and top of wall, throughout the entire perimeter of the Planning Department's offices. Work described herewith includes, preparation for primer and painting.

3) Change in contract cost:

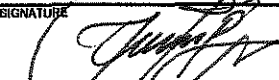
Change in contract cost will be based on actual cost at agreed price of \$4,600.00. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, overhead & profit and incidentals necessary to perform all work involved in this change order and as directed by the Engineer.

For this work, the contractor will be paid the sum of \$ 4,600.00. This sum constitutes full and complete compensation, including all markups for this change.

Estimated Net Cost Decrease \$ _____ or Increase \$ 4,600.00

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

APPROVAL RECOMMENDED BY

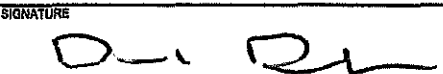
SIGNATURE 	(PRINT NAME & TITLE) Francisco Carrillo, Project Manager	DATE 2-1-21
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APPROVED BY: CITY OF IRWINDALE

SIGNATURE 	(PRINT NAME & TITLE) Arsanious Hanna, City Engineer	DATE 02/02/2021
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We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all labor, equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

CONTRACTOR ACCEPTANCE BY: AFFORDABLE ADDITIONS

SIGNATURE 	(PRINT NAME & TITLE) David Durkin, President	DATE 2-1-21
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CONTRACT CHANGE ORDER No. 8

PROJECT: Community Center Building HVAC and Roof Rehabilitation Improvements SHEET 1 OF 1

OWNER: City of Irwindale

Contract No./Project No. P-1012

TO: AFFORDABLE ADDITIONS

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

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

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

Change Requested by: The Project Manager

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

Contract Change Order for Extra Work at Agreed Price

1) Reason for change:

After completion of the installation of the new LED lighting in the Planning Department, it was observed that additional lighting was required as indicated on the description of change below. Furthermore, the City Engineer's office does not have dedicated outlets/receptacles, the electrical power supply to this office is through power cords, which represents a safety and hazardous condition. Thus, it is recommended to install a couple of outlets/receptacles on the north solid walls. Based on the above mentioned, the City has determined that a change order is necessary to address these concerns in accordance with the plans & specifications of the contract documents.

2) Description of Change:

Item No.	Description	Unit	Qty	Price	Amount
1	Install two 2'X2' LED recessed light fixtures by the Planning Department's front counter and two new 2'X2' LED light fixtures at the east end of the Hallway adjacent to the upstairs and the elevator. Repair, patch and paint as deemed necessary to complete the work.	LS	1	\$ 2,465.00	\$ 2,465.00
2	Install two receptacles and a 20 Amp branch dedicated circuit in the City Engineer's office. Repair, patch and paint over any opening deemed necessary to complete the work.	LS	1	\$ 1,950.00	\$ 1,950.00
	SUBTOTAL				\$ 4,415.00
	OVERHEAD & PROFIT				\$ 883.00
	TOTAL				\$ 5,298.00

3) Change in contract cost:

Change in contract cost will be based on actual cost at the agreed price of \$5,298.00. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, overhead & profit and incidentals necessary to perform all work involved in this change order and as directed by the Engineer.

For this work, the contractor will be paid the sum of \$5,298.00. This sum constitutes full and complete compensation, including all markups for this change.

Estimated Net Cost Decrease \$ _____ or Increase \$ 5,298.00

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

APPROVAL RECOMMENDED BY

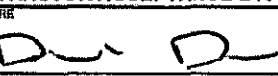
SIGNATURE 	(PRINT NAME & TITLE) Francisco Carrillo, Project Manager	DATE <u>2-1-21</u>
--	---	-----------------------

APPROVED BY: CITY OF IRWINDALE

SIGNATURE 	(PRINT NAME & TITLE) Arsanious Hanna, City Engineer	DATE <u>02/02/2021</u>
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We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all labor, equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

CONTRACTOR ACCEPTANCE BY: AFFORDABLE ADDITIONS

SIGNATURE 	(PRINT NAME & TITLE) David Durkin, President	DATE <u>2-1-21</u>
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CONTRACT CHANGE ORDER No. 9

PROJECT: Community Center Building HVAC and Roof Rehabilitation Improvements SHEET 1 OF 1
OWNER: City of Irwindale Contract No./Project No. P-1012

TO: AFFORDABLE ADDITIONS

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

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

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

Change Requested by: The Project Manager

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

Contract Change Order for Extra Work at Agreed Price

1) Reason for change:

As part of the completion of the project, it was noted that a few items were incomplete, missing or in need of repair as indicated below on section 2 of this change order. Thus, it is recommended to follow up and make necessary repairs. Based on the above, the City has determined that a change order is necessary to address these items in accordance with the plans & specifications of the contract documents.

2) Description of Change:

Item No.	Description	Unit	Qty	Price	Amount
1	Install new 15 Amp single pole switch in the most northeasterly office of the Planning Department	LS	1	\$ 700.00	\$ 700.00
2	Replace missing fire sprinkler beauty rings in the Planning Department.	LS	1	\$ 625.00	\$ 625.00
3	Remove and replace the solid blocked section of the existing cast iron roof drain pipe with in the crawl space (Ceiling)	LS	1	\$ 1,650.00	\$ 1,650.00
4	Put Furniture back in the existing location	LS	1	\$ 1,100.00	\$ 1,100.00
5	Replace damaged Q-Ion weather stripping in the Planning Department door frames	EA	3	\$ 105.00	\$ 315.00
	SUBTOTAL				\$ 4,390.00
	OVERHEAD & PROFIT				\$ 878.00
	TOTAL				\$ 5,268.00

3) Change in contract cost:

Change in contract cost will be based on actual cost at agreed price of \$5,268.00. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, overhead & profit and incidentals necessary to perform all work involved in this change order and as directed by the Engineer.

For this work, the contractor will be paid the sum of \$5,268.00. This sum constitutes full and complete compensation, including all markups for this change.

Estimated Net Cost Decrease \$ _____ or Increase \$ 5,268.00

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

APPROVAL RECOMMENDED BY

SIGNATURE 	(PRINT NAME & TITLE) Francisco Carrillo, Project Manager	DATE <u>2-1-21</u>
--	---	-----------------------

APPROVED BY: CITY OF IRWINDALE

SIGNATURE 	(PRINT NAME & TITLE) Arsanious Hanna, City Engineer	DATE <u>02/02/2021</u>
--	--	---------------------------

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

CONTRACTOR ACCEPTANCE BY: AFFORDABLE ADDITIONS

SIGNATURE 	(PRINT NAME & TITLE) David Durkin, President	DATE <u>2-1-21</u>
--	---	-----------------------

CONTRACT CHANGE ORDER No. 10

PROJECT: Community Center Building HVAC and Roof Rehabilitation Improvements **SHEET 1 OF 1**

OWNER: City of Irwindale **Contract No./Project No.** P-1012

TO: AFFORDABLE ADDITIONS

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

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

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

Change Requested by: **The Project Manager**

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

Contract Change Order for Extra Work at Agreed Price

1) Reason for change:

The paint on the walls of the staircase of the Community Center (stairs leading to the Planning Department) are in need of a second coat of paint. Thus, it is recommended to paint the staircase to match the existing color. Based on the above, the City has determined that a change order is necessary to address this concern in accordance with the plans & specifications of the contract documents.

2) Description of Change:

Paint staircase walls in the Community Center (Stairs leading to the Planning Department) .

3) Change in contract cost:

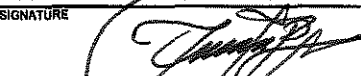
Change in contract cost will be based on actual cost at the agreed price of \$2,230.00. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, overhead & profit and incidentals necessary to perform all work involved in this change order and as directed by the Engineer.

For this work, the contractor will be paid the sum of \$2,230.00. This sum constitutes full and complete compensation, including all markups for this change.

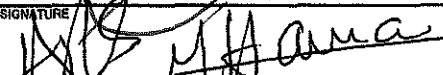
Estimated Net Cost Decrease \$ _____ or Increase \$ 2,230.00

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

APPROVAL RECOMMENDED BY

SIGNATURE 	(PRINT NAME & TITLE) Francisco Carrillo, Project Manager	DATE 2-1-21
--	---	----------------

APPROVED BY: CITY OF IRWINDALE

SIGNATURE 	(PRINT NAME & TITLE) Arsanious Hanna, City Engineer	DATE 02/02/2021
--	--	--------------------

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

CONTRACTOR ACCEPTANCE BY: AFFORDABLE ADDITIONS

SIGNATURE 	(PRINT NAME & TITLE) David Durkin, President	DATE 2-1-21
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EXHIBIT "A"

Community Center Building HVAC and Roof Rehabilitation Improvements Project; P-1012

February 10, 2021

CONSTRUCTION CONTRACT COST SUMMARY

<u>Description</u>	<u>Amount</u>
Original Contract Amount	\$ 371,870.00
Contract Change Orders (Change Orders #1 - #6)	\$ 172,586.03
Change Order Credit (Change Order #6)	\$ (2,400.00)
Contract Change Orders (Change Orders #7 - #10)	\$ 17,396.00
Total Revised Construction Contract Cost	\$ 559,452.03

TOTAL PROJECT COST SUMMARY

<u>Description</u>	<u>Amount</u>
Total Construction Contract Cost	\$ 559,452.03
Other Costs – Data, blueprints, notices, etc.	\$ 4,663.99
Total Capital Project Cost	\$ 564,116.02

PROJECT FUNDING

<u>Account No.</u>	<u>Fund Description</u>	<u>Amount</u>
48-80-800-45200-8235	Budget General Fund	\$ 579,446.00
48-80-800-45200-8235	Less Total Project Cost	\$ (564,116.02)
Total Project Savings		\$ 15,329.98

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: February 10, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Property Listing - 16158 & 16154 Arrow Highway, Irwindale, CA 91706

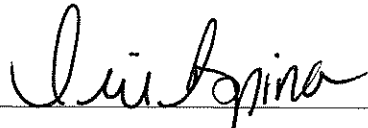
City Manager's Recommendation:

Discuss and provide direction to staff.

Administrative Action:

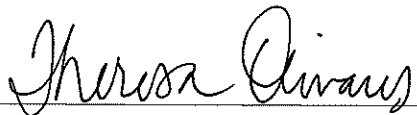
Prepared by:

Iris Espino, Economic Development Coordinator



Submitted by:

Theresa Olivares, Assistant City Manager
(626) 430-2294



Reviewed by:

Adrian Guerra, City Attorney



Eva Carreon, Finance Director / City Treasurer



Approved by:

William Tam, City Manager



Background and Analysis:

At the meeting of January 27, 2021, Mayor Pro Tem Burrola requested staff to look into the property listing for 16158 & 16154 Arrow Highway, Irwindale, CA 91706 ("Site") and report back to City Council with an update. The Site was previously occupied and used as a construction storage yard by Dominguez Construction for over 20 years.

The Site consists of two parcels totaling 22,859 square feet fronting Arrow Highway with a listing price of \$1,950,000. Per the listing agent, the Site listing occurred on December 17, 2020, and there are no pending offers at this time though they have received numerous inquiries. Per the Irwindale Zoning Code, the property falls under "Heavy Commercial and Residential" use.

Fiscal Impact:

None.

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: February 10, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Criteria for the Placement of Names on Veterans' Memorial Monument

City Manager's Recommendation:

- 1) REVIEW AND DISCUSS THE CRITERIA FOR THE PLACEMENT OF NAMES ON THE CITY OF IRWINDALE'S VETERANS' MONUMENT; AND
- 2) PROVIDE DIRECTION TO STAFF.

Administrative Action:

Prepared / Submitted by:

Laura Nieto, Chief Deputy City Clerk



Electronically Approved

Reviewed by:

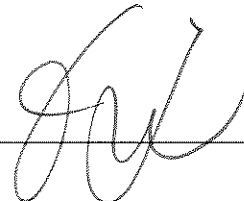
Adrian R. Guerra, City Attorney

Eva Carreon, Finance Director / City Treasurer



Approved by:

William K. Tam, City Manager



Background and Analysis:

On April 8, 1999, the City Council directed the City Manager to bring forward information on constructing a Veterans' Monument at City Hall to honor veterans who are Irwindale residents, both living and deceased.

On November 9, 1999, the City Council directed staff to research the possibility of having a Veterans' Monument in front of City Hall or in the park behind City Hall.

On May 25, 2000, a committee comprised of Councilmembers Breceda and Castellanos was created to consider the design and location of the proposed monument. It was suggested that the monument be for veterans who are Irwindale residents, living and deceased, only.

On July 19, 2001, the City Council created an *ad hoc* committee comprised of Councilmembers Breceda and Ramirez, and community members Terry Chico and David Fuentes, to expedite the creation of a memorial for veterans. It was suggested that the monument include the names of anyone who had served in the armed forces.

On February 17, 2005, the City Council approved a preliminary project schedule for the design of the Veteran's Monument, and directed staff to proceed with the conceptual design process and seek input from local veteran's organizations.

On May 18, 2005 the City Council approved the design of the Veterans' Monument and directed staff to proceed with the preparation of the construction documents.

On March 3, 2007, the Irwindale Veterans' Monument was dedicated.

On January 27, 2021, Mayor Ortiz requested that staff bring forward a report for Council consideration to review and discuss the criteria for the placement of names on the Veterans' Monument.

The City does not have a formal criteria for the placement of names on the Monument. The current application form reads:

*"Any American Veteran, living or deceased, who served in the U.S. Armed Forces, received an honorable discharge, and **lived in Irwindale at some point during his or her lifetime**, is eligible to have his or her name on the Irwindale Veterans Monument."*
(emphasis added)

Staff recommends that the City Council review and discuss the criteria for the placement of names on the City of Irwindale's Veterans' Monument and provide further direction to staff.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachment:

Veterans' Monument Application



Date: _____

**CITY OF IRWINDALE
VETERANS MONUMENT
APPLICATION**

(as it is to be written on monument)

Last Name First Name Middle Initial

Branch Last Rank Date of Service

City and State: _____

circle one: 1.Home Address at time of Entry 2. Place of Entry 3.Place of Discharge

Date of Birth Place of Birth

TYPE OF DISCHARGE: _____ SERVICE NO/SSN: _____

Comments: _____

I declare and affirm under penalty of perjury that the statements made herein are true and correct to the best of my knowledge. I understand that if I willfully misrepresent or recklessly disregard any fact on this application, the above name will not be engraved on the Irwindale Veterans Monument.

Signed _____ Print Name _____

Address _____
Street City State Phone

Any American Veteran, living or deceased, who served in the U.S. Armed Forces, received an honorable discharge, and lived in Irwindale at some point during his or her lifetime, is eligible to have his or her name on the Irwindale Veterans Monument. Applications are accepted on a continuous basis. Only those applications received by **August 31** of the application year and confirmed with a copy of a DD214 or other legal documentation verifying branch, rank and honorable discharge will be inscribed and honored at the following Annual Veterans' Day Ceremony**. Please forward all documents to:

Irwindale Public Works/City Engineer
5050 N. Irwindale Avenue
Irwindale, CA 91706

**Applicants must receive confirmation of a submitted application from this office in order for the respective Veteran's name to be inscribed by the Veterans Day Ceremony in the following November. Please call (626) 430-2211 if you have not received confirmation within two weeks after your submission.

9/22/2015

SA ITEM 1B

Accounts Payable

Checks by Date - Summary by Check Number

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



Check No	Vendor No	Vendor Name	Check Date	Check Amount
73245	ROSENO	Rosenow Spevacek Group Inc	01/21/2021	662.50
73246	USBANK03	US Bank Trust N.A.	01/21/2021	3,850.00
Report Total (2 checks):				4,512.50