

CITY OF IRWINDALE

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



AMENDED NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

OCTOBER 11, 2023

SPECIAL MEETING - 5:30 P.M.
REGULAR MEETING - 6:30 P.M.

IRWINDALE CITY COUNCIL CHAMBER

Via Zoom Webinar at <https://us02web.zoom.us/j/87104592389>

Or One tap mobile: +16699006833,,87104592389# US (San Jose)

Webinar ID: 871 0459 2389

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 and Government Code section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can be found on the City's website: <https://www.irwindaleca.gov/DocumentCenter/View/8075/AB-2449-Reasonable-Accommodation-Policy>. If you need special assistance to participate in a City Council or Commission meeting or other services offered by this City, including an electronic or printed copy of the City's reasonable accommodation policy, please contact City Hall at (626) 430-2200. 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).

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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



SPECIAL MEETING – 5:30 P.M.

CALL TO ORDER

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

AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

SPONTANEOUS COMMUNICATIONS

Spontaneous communications are limited to the special meeting agenda items only.

RECESS TO CLOSED SESSION

A. Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

Property: 16154 Arrow Highway (APNS 8417-029-024 and 025)

Agency negotiator: Marilyn Simpson, Community Development Director

Negotiating parties: Rudolfo A. Dominguez Trustee

Under negotiation: Price and terms of payment

B. Conference with Legal Counsel – Existing Litigation

[Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)]

Name of Case: Five Points, LP vs. City of

Irwindale Case Number: 22STCV01394

C. Conference with Legal Counsel—Anticipated Litigation

Significant Exposure to Litigation

Pursuant to Government Code section 54956.9 (d)(2), (e)(1)]

A point has been reached where, in the opinion of the City Council, upon the advice of its legal counsel based on existing facts and circumstances, that there is significant exposure to litigation against the City. The facts and circumstances are those that might result in litigation against the City but which the City believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

D. Conference with Legal Counsel - Anticipated Litigation

Initiation of litigation [Pursuant to Government Code Section 54956.9 (d)(4)]

Number of Cases: One

**RECONVENE IN OPEN SESSION
REPORT FROM CLOSED SESSION**

NEW BUSINESS

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

E. Morada Street Block Wall (Verbal Update)

Department: Engineering

**This is a Housing Authority Item*

ADJOURNMENT

***Agenda amended on Tuesday, October 10, 2023 at 3:40 p.m. to add Item E**

OPEN SESSION – 6:30 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE – Led by Evan Romero

INVOCATION

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

AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

CHANGES TO THE AGENDA

COUNCIL MEMBER TRAVEL REPORTS

COUNCILMEMBER COMMENTS

INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

Lifesaving Recognition to Irwindale Police Lt. Jose Vargas, Sgt. Greg Gomez, Sgt. Jesse Bravo, Ofc. Byron Araica, Ofc. Steven Ortiz, Ofc. Shawn Cory, and Dispatchers Erain Aguilar and Jackie Hernandez

Certificate of Recognition to SurfaceOne

2023 San Gabriel Valley Council of Governments Update

Irwindale Chamber of Commerce Quarterly Update

Athens Services Community Update

Proclamation proclaiming October as Anti-Bullying Month

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.

1. Minutes

Department: Administration – City Clerk

Recommendation: Approve the following minutes:

A. Regular meeting held September 27, 2023

2. Warrants

Department: Finance

Recommendation: That the City Council approve the warrant register.

3. Amendment No. 2 to the Neighborhood Coyote Program Memorandum of Agreement between the City of Irwindale and the San Gabriel Valley Council of Government

Department: Public Services

Recommendation: **Adopt Resolution No. 2023-74-3452**, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RATIFYING THE APPROVING OF AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF IRWINDALE FOR PARTICIPATION IN THE SAN GABRIEL VALLEY NEIGHBORHOOD COYOTE PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT FOR THE SAN GABRIEL VALLEY NEIGHBORHOOD COYOTE PROGRAM."

4. Award of Contract for HVAC Preventative Maintenance and Repair for City Owned Buildings

Department: Public Services

Recommendation: **Adopt Resolution No. 2023-74-3454**, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AGREEMENT BETWEEN THE CITY OF IRWINDALE AND ACCO ENGINEERED SYSTEMS FOR HVAC PREVENTATIVE MAINTENANCE AND REPAIRS FOR CITY OWNED BUILDINGS, AND APPROPRIATING ADDITIONAL FUNDING".

5. Ratification of Total Contract Amount for and Payments to Public Safety Consulting, Inc. for Personnel Investigative Services

Department: Human Resources

Recommendation: That the City Council of the City of Irwindale **adopt Resolution No. 2023-78-3456** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RATIFYING THE TOTAL CONTRACT AMOUNT FOR, AND PAYMENTS TO, PUBLIC SAFETY CONSULTING, INC. FOR PERSONNEL INVESTIGATIVE SERVICES"

6. Amendment No. 1 to Contract Services Agreement with Dickerson, McCulloch & Associates, LLC for Personnel Investigative Services and Related Budget Appropriation

Department: Human Resources

Recommendation: That the City Council of the City of Irwindale: 1) **adopt Resolution No. 2023-77-3455** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE APPROPRIATION OF \$31,807.50 FROM GENERAL FUND RESERVES FOR PERSONNEL INVESTIGATIVE SERVICES BETWEEN THE CITY OF IRWINDALE AND DICKERSON, MCCULLOCH & ASSOCIATES, LLC"; and 2) Approve Amendment No. 1 to Contract Services Agreement with Dickerson, McCulloch & Associates, LLC

7. Request to Approve a Professional Contract Services Agreement with Universal Engineering Sciences (UES) Inc., for the environmental assessment of the proposed specific plan that includes the construction of a warehouse distribution center / industrial park totaling up to +/- 3,000,000 square feet with associated parking, and on-site mining and reclamation activities for property located at 15801 First Street (APNS 8533-009-025, 8533-009-026, 8533-009-027, 8533-009-028 & 8533-009-029)

Department: Community Development

Recommendation: That the City Council approve the contract with Universal Engineering Sciences (UES) Inc., for the preparation of an Environmental Impact Report in association with land use entitlement applications for property located at 15801 First Street, Irwindale, CA 91706.

8. Request to Approve a Project Reimbursement Agreement between the City of Irwindale and IBY Property Owner, LLC ("Owner") for the reimbursement of costs associated with processing and negotiating permits, entitlements, and proposed Conditions of Approval, including CEQA, City Attorney, and contract planning costs associated with a proposed specific plan that includes the construction of a warehouse distribution center/industrial park totaling up to ±3,000,000 square feet with associated parking, and on-site mining and reclamation activities for property located at 15801 First Street (APNS 8533-009-025, 8533-009-026, 8533-009-027, 8533-009-028 & 8533-009-029)

Department: Community Development

Recommendation: That the City Council approve the Project Reimbursement Agreement with IBY Property Owner, LLC for the reimbursement of costs associated with processing and negotiating permits, entitlements, and proposed Conditions of Approval of the Project, including 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 and contract services, including but not limited to planning and geotechnical.

9. Acceptance of California Office of Traffic Safety (OTS) Grant Funds in the amount of \$104,000 for Traffic Safety Education and Impaired driving enforcement

Department: Police

Recommendation: **Adopt Resolution No. 2023-75-3453** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2023-2024 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) SUB-RECIPIENT AGREEMENT BETWEEN CALIFORNIA OFFICE OF TRAFFIC SAFETY AND THE CITY OF IRWINDALE AND APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FEDERAL GRANT FUNDS IN THE AMOUNT OF \$104,000 FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)".

10. Rejection of Claim: Anthony Carruthers vs. City of Irwindale

Department: Administration - City Clerk

Recommendation: Staff recommends City Council (1) Reject the claim of Anthony Carruthers vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

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.

Any public member addressing the Board shall limit his or her address to three (3) minutes regarding the subject under discussion. If a member of the public wishes to donate their time to another speaker, both persons must be physically present and in attendance of the meeting. In no event shall any donations of time exceed six minutes of total speaking time per person on any one item. The Presiding Officer may, in his or her discretion, extend the 3-minute time limitation for the particular subject under discussion for all speakers. In no event shall the total amount of speaking time exceed 6 minutes per person for the subject under discussion. Organized group of persons wishing to address the Board on the same subject matter, should select a spokesperson to represent the

group, so as to avoid unnecessary repetition. The City Council may regulate a speaker who is speaking too long, being unduly repetitious, or extending discussion of irrelevancies.

In the hybrid format, both in-person and hybrid audience members will participate in the following order:

Tier 1: In-person attendees

Tier 2: Teleconference attendees

Tier 3: In-person and teleconference attendees who have not previously provide comments on the matter(s) being discussed by the legislative body

NEW BUSINESS

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

11. Pedestrian Crossing on Irwindale Avenue (Verbal Update)

Department: Engineering

12. Morada Street Block Wall (Verbal Update)

Department: Engineering

13. Award of Contract for Design Services for the Civic Center Exterior Improvements Project; P-1054

Department: Engineering

Recommendation: That the City Council **(1)** authorize the City Manager to enter into an agreement with IMEG Corp. in the amount of \$281,620 for design services for the preparation of construction documents for the Civic Center Exterior Improvements Project; and **(2)** approve a 15% project contingency in the amount of \$42,243 to cover any unforeseeable changes that may arise during design.

PUBLIC HEARINGS

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

CITY MANAGER'S REPORT

REQUESTS BY COUNCILMEMBERS FOR FUTURE AGENDA ITEMS

ADJOURN

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

AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

CONSENT CALENDAR

14. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

A. Regular meeting held September 27, 2023

15. Warrants

Department: Finance

None for approval

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.

NEW BUSINESS

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

PUBLIC HEARINGS

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

ADJOURN

HOUSING AUTHORITY

AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

CONSENT CALENDAR

16. Minutes

Department: Administration - City Clerk

Recommendation: Approve the following minutes:

A. Regular meeting held September 27, 2023

SPONTANEOUS COMMUNICATIONS

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

NEW BUSINESS

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

PUBLIC HEARINGS

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

ADJOURNMENT

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on October 11, 2023, be posted at the City Hall, Library, and Post Office on October 6, 2023.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

HOUSING AUTHORITY

AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

CONSENT CALENDAR

16. Minutes

Department: Administration - City Clerk

Recommendation: Approve the following minutes:

A. Regular meeting held September 27, 2023

SPONTANEOUS COMMUNICATIONS

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

NEW BUSINESS

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

PUBLIC HEARINGS

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

ADJOURNMENT

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on October 11, 2023, be posted at the City Hall, Library, and Post Office on October 6, 2023.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

SEPTEMBER 27, 2023
WEDNESDAY
6:42 P.M.

The Irwindale CITY COUNCIL met in regular session at the above time and place.

ROLL CALL:

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

Also Present: Julian A. Miranda, City Manager; Jamie Traxler,
Assistant City Attorney; Theresa Olivares, Assistant City Manager;
Christopher Hofford, Chief of Police; Kambiz Borhani, Director of
Finance / City Treasurer; Marilyn Simpson, Community Development
Director; Eddie Chan, Director of Engineering / Building Official;
Elizabeth Rodriguez, Public Services Director; Mary Hull, Human
Resources Manager, and Laura Nieto, Chief Deputy City Clerk

**PLEDGE OF
ALLEGIANCE**

The Pledge of Allegiance was conducted.

AB 2449 DISCLOSURES None.

**CHANGES TO THE
AGENDA**

None.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

**COUNCILMEMBER
COMMENTS**

COUNCILMEMBER
BURROLA

Councilmember Burrola requested that the meeting be adjourned in
memory of Richard Herrera.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

INTRODUCTION OF
DISPATCHER / CLERK
JACQUELINE
HERNANDEZ

INTRODUCTION OF DISPATCHER / CLERK JACQUELINE
HERNANDEZ

The introduction was made.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

CHP 10851 PIN TO
IRWINDALE POLICE
OFFICER LUIS
AMESOLA

CHP 10851 PIN TO IRWINDALE POLICE OFFICER LUIS AMESOLA

The presentation was made.

IRWINDALE CHAMBER
OF COMMERCE
BUSINESS OF THE
MONTH – ABSOLUTE
INTERNATIONAL
SECURITY

IRWINDALE CHAMBER OF COMMERCE BUSINESS OF THE
MONTH – ABSOLUTE INTERNATIONAL SECURITY

The presentation was made.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Garcia, to approve the Consent Calendar, except for Item No. 5, which was removed for separate consideration. The motion was unanimously approved; Councilmember Garcia abstaining on Item No. 2.

ITEM NO. 1
MINUTES

MINUTES

The following minutes were approved:

A) Special joint meeting held September 13, 2023

ITEM NO. 2
WARRANTS /
DEMANDS /
PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 3
REJECTION OF CLAIM:
MIREYA GUERRERO VS.
CITY OF IRWINDALE

REJECTION OF CLAIM: MIREYA GUERRERO VS. CITY OF
IRWINDALE

The claim of Mireya Guerrero was rejected and staff was directed to send a letter of rejection.

ITEM NO. 4
RETROACTIVELY
APPROVE A FEE
WAIVER FOR
IRWINDALE CHAMBER
OF COMMERCE

RETROACTIVELY APPROVE A FEE WAIVER FOR IRWINDALE
CHAMBER OF COMMERCE

RESOLUTION NO.
2023-73-3451
ADOPTED

Resolution No. 2023-73-3451, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RETROACTIVELY APPROVING A FEE WAIVER FOR IRWINDALE CHAMBER OF COMMERCE, A 501(C)(6) NONPROFIT ORGANIZATION, WAIVING SPECIAL EVENT PERMIT FEES FOR AN E-WASTE RECYCLING EVENT,” was adopted.

ITEM NO. 6
AGREEMENT WITH
ECORP CONSULTING

REQUEST TO APPROVE A PROFESSIONAL CONTRACT SERVICES AGREEMENT WITH ECORP CONSULTING, INC. FOR THE PREPARATION OF CEQA DOCUMENTS FOR THE CONSTRUCTION OF A ±105,000 SQUARE FOOT SPECULATIVE INDUSTRIAL BUILDING WITH ASSOCIATED PARKING FOR THE PROPERTY LOCATED AT 15715 ARROW HIGHWAY (APN: 5619-001-059) *Continued from the meeting of September 13, 2023*

The contract with ECORP Consulting, Inc. for the preparation of an Initial Study with a Mitigated Negative Declaration and/or an Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 15715 Arrow Highway, Irwindale, CA 91706.

ITEM NO. 7
PROJECT
REIMBURSEMENT
AGREEMENT WITH
RIF III – IRWINDALE
LLC

REQUEST TO APPROVE A PROJECT REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND RIF III-IRWINDALE LLC ("APPLICANT") FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH PROCESSING AND NEGOTIATING PERMITS, ENTITLEMENTS, AND PROPOSED CONDITIONS OF APPROVAL, INCLUDING CEQA, CITY ATTORNEY, AND CONTRACT PLANNING COSTS ASSOCIATED WITH A PROPOSED INDUSTRIAL BUILDING TO BE LOCATED AT 15715 ARROW HIGHWAY (APN: 8619-001-059) *Continued from the meeting of September 13, 2023*

The Project Reimbursement Agreement with RIF III-Irwindale LLC was approved for the reimbursement of costs associated with processing and negotiating permits, entitlements, and proposed Conditions of Approval of the Project, including 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 Attorney's Office and contract planning services.

ITEM NO. 8
BSCC OFFICER
WELLNESS AND
MENTAL HEALTH
GRANT

BSCC OFFICER WELLNESS AND MENTAL HEALTH GRANT

The agenda report documenting the acceptance of a Board of State and Community Corrections Officer Wellness and Mental Health Grant was received and filed, an agreement with the Counseling Team International (TCTI) for counseling and peer support training services was approved, and the Chief of Police was authorized and directed to enter such agreement.

END OF CONSENT CALENDAR

ITEM NO. 5
CONSIDERATION OF
PROPOSED
PERSONNEL
ADJUSTMENTS

CONSIDERATION OF PROPOSED PERSONNEL ADJUSTMENTS

MANAGER HULL	Manager Hull presented the staff report.
COUNCILMEMBER BURROLA	Responding to a question by Councilmember Burrola, Manager Hull advised that the recruitment for the position would be external and that a maximum of 50 applications would be accepted.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz requested that the outgoing Executive Assistant receive a Certificate of Recognition to thank her for her contributions to the City.
RESOLUTION NO. 2023-72-3450 ADOPTED	Resolution No. 2023-72-3450 , entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2023-66-3444, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES, was adopted on the motion of Councilmember Breceda, seconded by Councilmember Burrola, and unanimously approved; Councilmember Garcia abstaining.

**SPONTANEOUS
COMMUNICATIONS**

DENA ZEPEDA	Dena Zepeda thanked the Council for requesting to adjourn the meeting in memory of Richard Herrera and thanked Irwindale Police Officers for their community outreach efforts.
ROBERT DIAZ	Robert Diaz asked about the site on Arrow Highway which is the subject of Item No. 6 and wondered whether the proposed building would be consistent with 70-foot setback required for Arrow Highway, to which Director Simpson advised that the project is still under review but would comply with zoning code and development standards.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz asked whether a setback agreement had previously been approved, to which Director Simpson stated that staff would look into the question.

NEW BUSINESS

None.

PUBLIC HEARINGS

None.

**CITY MANAGER'S
REPORT**

CITY MANAGER MIRANDA	City Manager Miranda presented his report.
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- 1) A Request for Proposals for property management and maintenance for the Las Casitas Senior Apartment complex has been issued. The deadline to submit proposals is October 23.

- 2) The bridge at Live Oak has been reopened for traffic. Repairs were necessary since it sustained damage due to this year's storms.
- 3) He also congratulated Recreation Aide Allan Hernandez, employee of the quarter for spring.

**REQUESTS BY
COUNCILMEMBERS
FOR FUTURE AGENDA
ITEMS**

MAYOR ORTIZ

Mayor Ortiz noted speeding vehicles along Irwindale Avenue and stated that he has received inquiries regarding the placement of a decoy police car at varying locations along the street, to which City Manager Miranda agreed and added that a speeder board can also be utilized.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:12 p.m., in memory of Richard Herrera.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
September 2023

Payroll Batch DATE OF ISSUE 9/7/23	402-09-23, 403-09-23, 404-09-23 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	56,644.91
	14 Finance Department	32,224.57
	35 Police Department	224,315.71
	40 Recreation Department	26,013.47
	41 Aquatics Department	12,066.45
	42 Senior Citizens' Center	16,107.09
	44 Library	13,214.61
	51 Planning & Community Development	36,316.80
	52 Public Works - Engineering	33,044.24
	57 Public Works - Services	56,239.68
	Gross Payroll	507,918.68
	Required Deductions	(140,445.74)
	Voluntary Deductions	(19,842.73)
	Net Payroll	347,630.21
Payroll Batch DATE OF ISSUE 9/21/23	415-09-23, 416-09-23, 417-09-23, 421-09-23 DEPARTMENT	AMOUNT
	11 City Council	6,553.98
	13 City Administrative Office	56,176.45
	14 Finance Department	27,197.12
	35 Police Department	201,668.19
	40 Recreation Department	27,219.35
	41 Aquatics Department	10,790.06
	42 Senior Citizens' Center	15,947.17
	44 Library	14,528.58
	51 Planning & Community Development	33,507.98
	52 Public Works - Engineering	28,349.61
	57 Public Works - Services	53,660.34
	Gross Payroll	475,598.83
	Required Deductions	(135,011.72)
	Voluntary Deductions	(21,651.67)
	Net Payroll	318,935.44

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 10/4/2023 5:39 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
80883	ORKINP	Orkin Pest Control	09/21/2023	878.99
80884	BRAMS01	Josie Bramhall	09/21/2023	7.50
80885	CARRIL10	Dayanira Carillo	09/21/2023	107.00
80886	CONCE01	Concentra	09/21/2023	85.00
80887	DICKER01	Dickerson, McCulloch & Associates, LLC	09/21/2023	19,633.20
80888	ESTEF01	Josselin Estefania	09/21/2023	75.00
80889	FLOR10	Estela Flores	09/21/2023	75.00
80890	FRONT01	Frontier Communications	09/21/2023	14.80
80891	GALVAN02	Claudia Galvan	09/21/2023	200.00
80892	LIEBERT	Liebert Cassidy Whitmore	09/21/2023	14,268.00
80893	OPTUM01	OptumRx, Inc.	09/21/2023	45,771.87
80894	ORKINP	Orkin Pest Control	09/21/2023	1,425.00
80895	PANTAG	Pantages Theatre	09/21/2023	1,924.00
80896	POWER01	Power Sign Fabrication	09/21/2023	3,243.01
80897	RUGG02	Mary Dolores Ruggio	09/21/2023	1,000.00
80898	RUGG01	Timothy Allen Ruggio Jr.	09/21/2023	500.00
80899	SMART&	Smart & Final	09/21/2023	2,004.71
80900	SOREN01	Olga Sorensen	09/21/2023	30.00
80901	STATE001	State Of California	09/21/2023	164.00
80902	TORR12	Elisa Torres	09/21/2023	10.00
80903	VILLA10	Oscar Guillermo Villa	09/21/2023	2,100.00
80904	VISION01	Vision Service Plan - (CA)	09/21/2023	1,820.70
80905	CALIFO56	California State Disbursement Unit	09/21/2023	604.15
80906	CALIFO57	California State Disbursement Unit	09/21/2023	143.07
80907	CITY01	City of Hope	09/21/2023	54.00
80908	FRANC06	Franchise Tax Board	09/21/2023	478.75
80909	ICEA	Irwindale City Employee Assoc.	09/21/2023	814.00
80910	IMEA	Irwindale Mgmt Employee Assoc.	09/21/2023	500.00
80911	IRWIND02	Irwindale Police Officers Assoc.	09/21/2023	2,888.00
80912	LOSANG16	Los Angeles County Sheriff's Dept.	09/21/2023	906.08
80913	FIFTH01	Debt Book Fifth Asset, Inc.	09/25/2023	7,000.00
80914	ARAM01	Aramark Uniform & Career Apparel Group	09/26/2023	486.34
80915	CTCT01	Columbia Telecommunications Corporation	09/26/2023	3,242.95
80916	TRUE01	Trueline Construction & Surfacing, Inc.	09/26/2023	11,925.00
80917	AMERIFID	American Fidelity Assurance	09/28/2023	8,693.50
80918	AT&T06	AT & T	09/28/2023	1,684.05
80919	Ayala01	Leonor Ayala	09/28/2023	571.00
80920	AZUSALW	Azusa Light & Water	09/28/2023	834.54
80921	NEST01	Blue Triton Brands, Inc.	09/28/2023	916.81
80922	BURGUA01	Rene Burguan	09/28/2023	5,000.00
80923	CALIFO02	California American Water	09/28/2023	2,816.72
80924	CARLOS05	Michael Carlos	09/28/2023	300.00
80925	TAGLE01	Eduardo Chavez	09/28/2023	20.00
80926	CITYRAN1	City of Rancho Cucamonga	09/28/2023	100.00
80927	CONCE01	Concentra	09/28/2023	158.00
80928	CORY02	Shawn Cory	09/28/2023	341.72
80929	PMIDEN	Delta Dental Insurance Company	09/28/2023	897.44

Check No	Vendor No	Vendor Name	Check Date	Check Amount
80930	PMIDEN01	Delta Dental of California	09/28/2023	12,293.57
80931	FCG01	FCG Consultants Inc.	09/28/2023	12,510.02
80932	SOUTHE17	Golden State Water Company	09/28/2023	2,476.19
80933	HOMEDE	Home Depot Credit Services	09/28/2023	2,916.07
80934	HOYEN	Noelle Hoyer	09/28/2023	770.00
80935	LEON02	Maria D Leon	09/28/2023	1,000.00
80936	LOSANG20	Los Angeles County Fire Dept.	09/28/2023	2,604.00
80937	NOCOM01	Natalie Nocom	09/28/2023	827.69
80938	LEGAL03	Pre-Paid Legal Services, Inc.	09/28/2023	37.90
80939	PSYCHO01	Psychological Consulting Associates, Inc	09/28/2023	462.00
80940	ROSENO	RSG Inc.	09/28/2023	3,687.50
80941	SIMG01	Simgel Co. Inc	09/28/2023	575,700.00
80942	GASCOM	SoCalGas	09/28/2023	1,585.66
80943	STANDA01	Standard Insurance Co. RV	09/28/2023	475.45
80944	STANDA03	Standard Insurance Company	09/28/2023	2,507.10
80945	TEXAS01	Texas Life Insurance Co.	09/28/2023	4,588.68
80946	TPX 01	TPX Communications	09/28/2023	2,656.68
80947	VALLEY01	Valley County Water District	09/28/2023	17,219.76
80948	VISION01	Vision Service Plan - (CA)	09/28/2023	4,618.73
80949	AARDVA	Aardvark	10/11/2023	8,166.96
80950	ALLCI01	All City Management Services, Inc	10/11/2023	898.29
80951	AMAZON1	Amazon Capital Services, Inc.	10/11/2023	84.81
80952	B&BTIR	B & B Tires Service	10/11/2023	1,027.35
80953	BAKER01	Baker & Taylor Books	10/11/2023	604.32
80954	BAKER10	Bakers Man Production	10/11/2023	900.00
80955	BARNEY	Barney's Locksmith Service	10/11/2023	728.97
80956	BILLST	Bill's Truck Repair, Inc.	10/11/2023	350.00
80957	CALI12	California Consulting Inc.	10/11/2023	9,000.00
80958	Cat Spec	Cat Specialities Inc	10/11/2023	84.03
80959	CINTAS	Cintas Corporation #693	10/11/2023	173.49
80960	CIVIC02	CivicPlus, LLC	10/11/2023	270.00
80961	COSTA01	Costar Realty Information, Inc.	10/11/2023	420.00
80962	DEPTOF02	County of LA Dept of Animal Care & Cont	10/11/2023	3,977.67
80963	LOSANG33	County of Los Angeles	10/11/2023	37,860.44
80964	CROSS01	Crosstown Electrical & Data Ic.	10/11/2023	2,520.00
80965	CWA01	CWA AIA, Inc	10/11/2023	15,302.70
80966	DAN01	Daniel Defence LLC	10/11/2023	8,831.02
80967	DAVIDE	David Evans & Associates Inc	10/11/2023	1,397.92
80968	DIST01	Distribution International	10/11/2023	3,913.96
80969	EMPIRE01	Empire Today Holdings, Inc.	10/11/2023	5,958.99
80970	FEDEX	FedEx	10/11/2023	14.49
80971	FLAGSH	Flag Shop	10/11/2023	142.16
80972	FRAZ01	Frazier Capitol Valuation, Inc	10/11/2023	2,000.00
80973	TONY01	Antonio Garcia Bonilla	10/11/2023	1,848.24
80974	GEOLOG	Geologic Associates	10/11/2023	4,288.20
80975	GWMA01	GWMA	10/11/2023	2,021.28
80976	HASA01	Hasa Inc.	10/11/2023	1,881.65
80977	JOEAGO	Joe A. Gonsalves & Son	10/11/2023	4,750.00
80978	JOHNNY02	Johnny's Pool Service	10/11/2023	264.52
80979	LG2WB01	LG2WB Engineers, Inc	10/11/2023	2,081.50
80980	LOSANG09	Los Angeles County	10/11/2023	33,637.14
80981	MAINTE01	Maintex	10/11/2023	3,256.84
80982	MIDAS	Manuel C Muratalla	10/11/2023	3,098.48
80983	CALIBE01	Lawrence E. Marino	10/11/2023	1,567.00
80984	MEJIA05	Jaime Emmanuel Mejia	10/11/2023	3,195.00
80985	MMASC	MMASC	10/11/2023	90.00
80986	MOUNT01	MNRO Holdings, LLC	10/11/2023	55.37

Check No	Vendor No	Vendor Name	Check Date	Check Amount
80987	ORKINP	Orkin Pest Control	10/11/2023	1,249.98
80988	PLACE01	PlaceWorks, Inc.	10/11/2023	32,062.43
80989	PROPRINT	Pro Printing, Inc.	10/11/2023	1,787.65
80990	RECO01	Records Control Services, Inc.	10/11/2023	6,008.75
80991	SANGAB16	San Gabriel Basin Water	10/11/2023	2,256.00
80992	SIERRA01	Sierra Chevrolet	10/11/2023	91.93
80993	SPRING	Springbrook Software, Inc.	10/11/2023	2,810.38
80994	URBAN02	Urban Graffiti Enterprises Inc.	10/11/2023	591.17
80995	V&V01	V & V Manufacturing, Inc.	10/11/2023	1,773.70
80996	WESTCO05	West Coast Arborists, Inc.	10/11/2023	5,145.00
80997	WESTER13	Western Audio Visual	10/11/2023	9,178.31
80998	YTIREs	Y Tire Sales	10/11/2023	1,547.93

Report Total (116 checks):

1,026,816.92

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

City of
IRWINDALE
AGENDA REPORT

Date: October 11, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Amendment No. 2 to the Neighborhood Coyote Program Memorandum of Agreement between the City of Irwindale and the San Gabriel Valley Council of Government.

City Manager's Recommendation:

Adopt Resolution No. 2023-74-3452, entitled, "A Resolution of the City Council of the City of Irwindale Ratifying the Approval of Amendment No. 2 to the Memorandum of Agreement Between the San Gabriel Valley Council of Governments and the City of Irwindale for Participation in the San Gabriel Valley Neighborhood Coyote Program, and Authorizing the City Manager to Execute Amendment No. 2 to the Memorandum of Agreement for the San Gabriel Valley Neighborhood Coyote Program."

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

Adrian R. Guerra, City Attorney

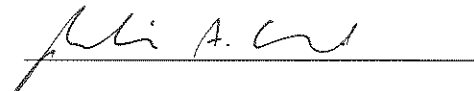
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City of Irwindale, along with many of its neighboring cities, have been experiencing an increased number of coyotes in our civic center and residential neighborhoods. In

Irwindale, this is in large part due to the increase in development of vacant land and mining pits that once were home to these coyotes.

In response, on September 11, 2019, the City of Irwindale entered into a Memorandum of Understanding with the San Gabriel Valley Council of Governments (SGVCOG) to run a program called the San Gabriel Valley Coyote Management Implementation Plan. On July 14, 2021, the City Council approved and authorized the City Manager to execute Amendment No. 1 of the Memorandum to revise the name from Coyote Management Implementation Plan to Neighborhood Coyote Program (Program), receive payment for FY2021-2022, determine the number of cities continuing to participate in this program, and extend the term to November 30, 2023.

Over the years, this Program has provided many services to the community. Specifically, public outreach and education, promoting effective human-coyote conflict mitigation strategies, and supporting a robust wildlife reporting and response mechanism on behalf of participating agencies. This has been completed through presentations at city council meetings; coyote management workshops and conflicts training; youth outreach and education programs; mailers and social media outreach; website and coyote incident reporting system; and a coyote reporting hotline. Since Irwindale have partnered with the San Gabriel Valley Neighborhood Coyote Program, the SGVCOG has recorded 29 reports, with a total of 59 coyote sightings from January 2021 through August 2023. The SGVCOG have created 26 social media posts and developed 8 new materials to be distributed to our community. They have attended 5 of our community events including Music in the Park and MariachiFest, completed a presentation to KidZone on Coyote Safety, and have hosted 2 online events for our community to attend.

Staff is recommending the continued participation in the Neighborhood Coyote Program and partnership with the SGVCOG and other cities including Alhambra, Arcadia, Azusa, Covina, Glendora, Montebello, Rosemead, and San Marino.

Fiscal Impact:

The San Gabriel Valley Council of Government is requesting a 6% increase to the budget in the amount of \$600 per year in accordance with the California CPI Index. Sufficient funds are available in public services department budget for FY 2023-2024 under public works contracts account number 01-57-570-42353-0000.

Attachment(s):

1. Neighborhood Coyote Program Amendment No. 2 to Memorandum of Agreement between the City of Irwindale and the San Gabriel Valley Council of Government.
2. Resolution No. 2023-74-3452

RESOLUTION NO. 2023-74-3452

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RATIFYING THE APPROVAL OF AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF IRWINDALE FOR PARTICIPATION IN THE SAN GABRIEL VALLEY NEIGHBORHOOD COYOTE PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT FOR THE SAN GABRIEL VALLEY NEIGHBORHOOD COYOTE PROGRAM

WHEREAS, the City of Irwindale, along with many of its neighboring cities, have been experiencing an increased number of coyotes in its civic areas and residential neighborhoods as a result of an increase in development of vacant land and mining pits that once were the home to these coyotes; and

WHEREAS, on September 11, 2019, the City Council approved and authorized the City Manager to enter into a Memorandum of Agreement with the San Gabriel Valley Council of Governments to provide Coyote Management Services, which included providing guidance to the City on how to live with coyotes, provided education on behavior modification, and implement a human/coyote reporting and responding system; and

WHEREAS, on July 14, 2021, the City Council approved and authorized the City Manager to enter into Amendment No. 1 to Memorandum of Agreement between the San Gabriel Council of Governments and the City of Irwindale for Participation in the San Gabriel Valley Neighborhood Coyote Program (Program) as a result of a name change from Coyote Management Implementation Plan to Neighborhood Coyote Program, receive payment for FY2021/2022, determine the number of cities continuing to participate in this program, and extend the term to November 30, 2023; and

WHEREAS, over the past four years, this program has provided a wealth of public outreach and education, promoted effective human-coyote conflict mitigation strategies, and supported a robust wildlife reporting and response mechanism; and

WHEREAS, during the past two of the four years, the San Gabriel Valley Council of Government has completed presentations to City Council and KidZone on coyote safety, provided two (2) coyote management workshops and training to the community, completed 29 reports, logged 59 coyote sightings, created 26 social media posts and developed 8 new materials that were distributed to the community through mailers and at community events such as Music in the Park, Mariachi Fest, etc.; and

WHEREAS, the City Council desires to ratify the approval and authorization of the City Manager to enter into Amendment No. 2 to the MOA, which includes the continuation of the City's participation in this Program, a payment increase of \$600 for a total yearly cost of \$10,600, and term extension to June 30, 2025.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE
DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

SECTION 1. The City Council hereby adopts the Recitals above as true and correct and incorporates them herein by reference.

SECTION 2. The City Council hereby ratifies the approval of Amendment No. 2, attached hereto as Exhibit A, which includes the revisions made to the City of Irwindale's continued participation in the Neighborhood Coyote Program, a payment increase of \$600 for a total yearly cost of \$10,600, and a term extension to June 30, 2025, and ratifies the authorization of the City Manager to execute the same.

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. The Chief Deputy City Clerk shall certify the adoption of this Resolution which shall, in turn, have immediate effect.

PASSED, APPROVED and ADOPTED this 11th day of October 2023.

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. 2023-74-3452 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 11th day of October 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE

AMENDMENT NO. 2

TO

**MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS AND THE CITY OF IRWINDALE FOR
PARTICIPATION OF THE SAN GABRIEL VALLEY NEIGHBORHOOD COYOTE
PROGRAM**

This Amendment No. 2 ("Amendment") dated September 12, 2023 to the Memorandum of Agreement Between the San Gabriel Valley Council of Governments (the "SGVCOG") and the City of Irwindale (the "City") for Participation in the San Gabriel Valley Neighborhood Coyote Program (the "MOA") shall be effective as of October 31, 2023 ("Effective Date").

RECITALS

- A. The SGVCOG and City entered into the MOA dated as of November 1, 2019, which is incorporated herein by this reference, to participate in the San Gabriel Valley Neighborhood Coyote Program; and
- B. The SGVCOG and City entered into Amendment No. 1 to the MOA dated November 3, 2021 (Amendment No. 1), which is incorporated herein by this reference; and
- C. The SGVCOG and the City desire to further amend the MOA to reflect an increase in costs in administering the Neighborhood Coyote Program as measured by the consumer price index for the Los Angeles-Long Beach-Anaheim area during the 7 month period from November 2023 to June 2024 and to further amend the MOA as provided herein.

NOW THEREFORE, the Parties agree to further amend the MOA as follows:

- I. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the same meanings set forth for such terms in the MOA and Amendment No. 1.
- II. **Article I. Term.** The Term of the MOA, as amended by Amendment No. 1, shall be amended to extend the MOA term from the Effective Date set forth above up to and including June 30, 2025.
- III. **Article II. Responsibilities of the Parties.** Section A., Subsection 10, shall be amended as follows:

- (a) The SGVCOG shall invoice the City for its share of the cost of the Neighborhood Coyote Program for fiscal year 2023-2024 (November 30, 2023- June 30, 2024) in the prorated amount of Six Thousand, One hundred and Eighty Three Dollars (\$6,183) $[(\$10,600/12)*7]$ The SGVCOG may invoice the City for this amount as of the Effective Date. Payment of the invoice will be due within forty-five (45) days after City's receipt of the invoice.
- (b) The SGVCOG shall invoice the City its share of the cost of the Neighborhood Coyote Program for the 2024-2025 fiscal year in the amount of Ten Thousand and Six Hundred Dollars (\$10,600). The SGVCOG may invoice the City for this amount as of the Effective Date. Payment of the invoice will be due within forty-five (45) days after City's receipt of the invoice.

IV. **Article II. Responsibilities of the Parties.** Section B., Subsection 1, shall be deleted in its entirety and replaced with the following:

- 1. Participate in the coordination calls and meetings with the SGVCOG and all municipalities that have entered into a Memorandum of Agreement as needed with the SGVCOG for the Neighborhood Coyote Program for the Amended Term and as it may be extended upon agreement by the Parties.

V. **Article III. Project Management.** Section A., shall be deleted in its entirety and replaced with the following:

A. Project Managers

- 1. For the purposes of this MOA, the SGVCOG designates the following individuals as its Project Managers: Nicholas Ryu, Manager of Sustainability and Paulina Mejia, Management Analyst.
- 2. For the purposes of this MOA, the City designates the following individual as its Project Manager: Elizabeth Rodriguez, Public Works Services Manager.

Either Party may change the designations set forth herein upon written notice to the other party.

VI. **Article VIII. Other Terms and Conditions.** Section A. shall be deleted in its entirety and replaced with the following:

- A. Notices: All notices required or permitted to be given under this MOA shall be in writing and shall be personally delivered, or sent by electronic mail to certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Paulina Mejia
Management Analyst
1333 S. Mayflower Ave, Suite 360
Monrovia, CA 91016
pmejia@sgvcog.org

with a copy to: Marisa Creter
Executive Director
1333 S. Mayflower Ave, Suite 360
Monrovia, CA 91016
(626) 457-1800
mcreter@sgvcog.org

To City: Julian Miranda
City Manager
5050 N. Irwindale Ave.
Irwindale, CA 91706
(626) 430-2217
jmiranda@irwindaleca.gov

with a copy to: Laura M. Nieto
Chief Deputy City Manager
5050 N. Irwindale Ave.
Irwindale, CA 91706
(626) 430- 2202
lnieto@irwindaleca.gov

- VII. **Integration.** This Amendment amends, as set forth herein, the MOA and Amendment No. 1 and except as specifically amended hereby the MOA and Amendment No. 1 shall constitute all the terms and conditions agreed to by the Parties. To the extent there is any conflict between this Amendment and the MOA and Amendment No. 1, the terms and provisions of this Amendment shall control. This Amendment, the MOA and Amendment No. 1, including any exhibits attached to any of the foregoing documents, integrate all the terms and conditions of the Parties' agreement and supersede all negotiations with respect hereto.

The Parties hereby enter into this Amendment upon the Effective Date.

[Signatures on Next Page]

FOR THE CITY OF IRWINDALE

By: Julian Miranda

Julian Miranda
City Manager

Date: 09/15/2023

ATTEST:

Laura Nieto

Laura Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra

Adrian R. Guerra
City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: Marisa Creter

Marisa Creter
Executive Director

Date: 09/26/2023

APPROVED AS TO FORM:

Cassie Trapezonian, for

David DeBerry
SGVCOG General Counsel

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

City of
IRWINDALE
AGENDA REPORT

Date: October 11, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Award of Contract for HVAC Preventative Maintenance and Repair for City Owned Buildings

City Manager's Recommendation:

Adopt Resolution No. 2023-74-3454, entitled, "A Resolution of the City Council of the City of Irwindale Approving And Authorizing the City Manager to Execute A Contract Agreement Between the City of Irwindale and ACCO Engineered Systems for HVAC Preventative Maintenance and Repairs for City Owned Buildings, And Appropriating Additional Funding."

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director
(626) 430-2211

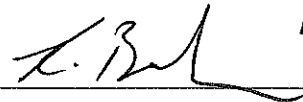


Reviewed by:

Adrian R. Guerra, City Attorney

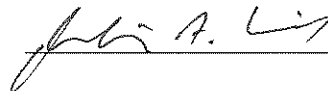
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City of Irwindale contracts out its Heating, Ventilation, and Air Conditioning (HVAC) preventive maintenance and repair program, which includes thermostat calibration, unit leak checks, oiling of compressor motors, intake filter cleaning, replacement of air filters, checking blower fans and bearing wears to assure they function properly, and draining

and cleaning cooling towers in the City Hall, Police Department, Irwindale Public Library, Dan Diaz Recreation Center, Aquatics Center, Post Office, Senior Center, City Annex/Chamber of Commerce and Public Works Services buildings. A Request for Quotations (RFQ) was developed and released to determine the costs and ability of contractor to maintain and service the existing air conditioning units at each specified facility in accordance with said RFQ.

On August 14, 2023, the Public Services Department of the City of Irwindale released and uploaded a Request for Quotations (RFQ) for HVAC Preventative Maintenance Services and Repair for City Owned Buildings to the City's website. A Notice for RFQ was published in the San Gabriel Valley Tribune on August 14, 2023. RFQ Questions were due back to staff on August 30, 2023. Addendum #1 was released by email and uploaded to the City's website on September 5, 2023. The RFQ deadline was September 12, 2023, at 5:00 p.m. to the City Clerk's Office.

The City received the following RFQs on September 12, 2023, and staff from the Public Services and Information Technology Departments conducted an interview with each contractor on Tuesday, September 19, 2023:

Contractor	Monthly Cost	Yearly Cost	Cost Two Year Term	100 Hours Per Year Extraordinary Maintenance
F.M. Thomas Air Conditioning, Inc.	\$2,566	\$30,792	\$61,584	\$16,000
ACCO Engineered Systems	\$2,976	\$35,712	\$71,424	\$16,500
Therma, LLC	\$5,129.75	\$61,557	\$123,114	\$14,500
Retrofit Services Company	\$9,718.03	\$116,616.36	\$233,232.72	\$16,000

Staff recommends that ACCO Engineered Systems be awarded the contract as they demonstrated they are the most qualified contractor based on their RFQ and their interview with staff. Further, during negotiations with Staff, ACCO agreed to reduce its cost proposal amount to become the lowest responsible bidder. Staff has verified all pertinent documentation, including their contractor's license, references, and registration and status with the California Department of Industrial Relations.

The contract duration is from date of award through June 30, 2026, with options to renew for two (2) additional one (1) year periods. Renewals will be by mutual agreement and in writing. The City Attorney has reviewed and approved the contract agreement.

Fiscal Impact:

The contract for this fiscal year is set to begin in October 2023, requiring 9 months of services for \$35,379 [\$23,004 (9 months x \$2,556) + \$12,375 (8.33 hours x 9 months x \$165)]. The adopted FY 2023-24 budget includes \$31,896 in account 01-57-570-42250-0000 for HVACs' routine and extraordinary maintenances, however additional funding of \$3,600 is needed to cover the remainder costs. Subsequent year's contract amount will be budgeted through normal annual budgeting process.

Attachments:

1. Contract Agreement between the City of Irwindale and ACCO Engineered Systems for HVAC Preventative Maintenance Services and Repair for City Owned Buildings
2. Resolution No. 2023-74-3454

RESOLUTION NO. 2023-76-3454

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AGREEMENT BETWEEN THE CITY OF IRWINDALE AND ACCO ENGINEERED SYSTEMS FOR HVAC PREVENATIVE MAINTENANCE AND REPAIRS FOR CITY OWNED BUILDINGS, AND APPROPRIATING ADDITIONAL FUNDING

WHEREAS, the City of Irwindale contracts out its Heating, Ventilation, and Air Conditioning (HVAC) preventive maintenance and repair program, which includes thermostat calibration, unit leak checks, oiling of compressor motors, intake filter cleaning, replacement of air filters, checking blower fans and bearing wears to assure they function properly, and draining and cleaning cooling towers in the City Hall, Police Department, Irwindale Public Library, Dan Diaz Recreation Center, Aquatics Center, Post Office, Senior Center, City Annex/Chamber of Commerce and Public Works Services buildings; and

WHEREAS, A Request for Quotations (RFQ) was developed, released and uploaded to the City of Irwindale website on August 14, 2023 in order to determine the costs and ability of contractor to maintain and service the existing air conditioning units at each specified facility in accordance with said RFQ; and

WHEREAS, the RFQ was noticed in the San Gabriel Valley Tribune on August 14, 2023. RFQ Questions were due to staff on August 30, 2023, and one addendum was released by email and uploaded to the City's website on September 5, 2023; and

WHEREAS, on September 12, 2023, the City received four (4) comprehensive RFQs and interviews were conducted with all four (4) contractors on September 19, 2023; and

WHEREAS, it was determined that ACCO Engineered Systems should be awarded the contract as they demonstrated they are the most qualified contractor based on their RFQ and their interview with staff. Further, during negotiations with Staff, ACCO agreed to reduce its cost proposal to become the lowest responsible bidder; and

WHEREAS, the City Council now desires to approve a contract with ACCO Engineered Systems in a not to exceed amount of \$129,723 for the period beginning October 2023 through June 30, 2026, with the option to renew for two (2) additional one (1) year periods; and

WHEREAS, sufficient funding is not available in the current budget, therefore, the City Council desires to approve a budget appropriation of \$3,600 to cover the remainder of the contract costs for the FY 2023-2023 budget.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE
DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

SECTION 1. The City Council hereby adopts the Recitals above as true and correct and incorporates them herein by reference.

SECTION 2. The City Council hereby approves the Contract Agreement between the City of Irwindale and ACCO Engineered Systems for HVAC Preventative Maintenance Services and Repair for City Owned Buildings, attached hereto as Exhibit "A", and authorizes the City Manager to execute the same.

SECTION 3. The City Council hereby appropriates an additional \$3,600 from the general fund reserves to fully fund this contract for FY2023/2024 and funding for any subsequent years will be budgeted accordingly through the fiscal year budget process.

SECTION 4. 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 5. The Chief Deputy City Clerk shall certify the adoption of this Resolution which shall, in turn, have immediate effect.

PASSED, APPROVED and ADOPTED this 11th day of October 2023.

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. 2023-74-3454 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 11th day of October 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Project Name/No.: _____

Approved: _____

**CONTRACT MAINTENANCE AGREEMENT BETWEEN THE CITY OF
IRWINDALE AND ACCO ENGINEERED SYSTEMS FOR
HVAC PREVENTIVE MAINTENANCE SERVICES AND REPAIR FOR
CITY OWNED BUILDINGS**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this 11th day of October, 2023, by and between the City of Irwindale, a California charter city (“**City**”) and ACCO Engineered Systems (“**Contractor**”). City and Contractor may be referred to, sometimes individually or collectively, as “Party” or “Parties.”

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Irwindale Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference. The Scope of Services shall include Contractor’s Proposal or Bid Documents submitted for the project entitled HVAC PREVENTIVE MAINTENANCE SERVICES AND REPAIR FOR CITY OWNED BUILDINGS (“**Project**”). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, “**Proposal**” or “**Request for Quotations**

Documents” refers to all of the documents included in the solicitation of Requests for Quotations for the Project, including but not limited to, the Notice of Requests for Quotations, Instructions to Proposers, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Request for Quotations Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Request for Quotation Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Green Book.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, (“Greenbook”) are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“**DIR**”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for

the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor 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 Contractor'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.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work 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, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety

Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the

Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, 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 caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense.

Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) 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 Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Services, or either the designees of the Director of Public Services, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's Director of Public Services, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to twenty percent (20%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) working days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Services, or the designees of the Director of Public Services. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Services, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby

acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 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 Contractor the amounts set forth in the "Schedule of Compensation," attached hereto as Exhibit C and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed One Hundred Twenty-nine Thousand Seven Hundred and Twenty-three Dollars (\$129,723.00) ("**Contract Sum**") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Request for Quotation Documents and this Agreement. The Contract Sum shall be made in the form of progress payments subject to retention pursuant to Section 2.4.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these

rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor 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 Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor 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 that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

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

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor 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.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

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 Contractor, 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 Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager 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 Project Manager such delay is justified. The Project Manager's determination

shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor'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 Contractor.

Contractor 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. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor'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. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be the Project Manager for Construction Compliance or any other person as may be designated by the City's Director of Public Services. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Services, 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 Contractor, 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 Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor 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. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor 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. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. 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 Contractor, 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 Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor 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 \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. 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. Contractor 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 Contractor 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) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. 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.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to 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.

(e) 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 Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. 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. Contractor 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 and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and 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 of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor'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. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

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

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed \$25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "D" and Exhibit "E" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, 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 Project Manager 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 Project Manager 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 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 Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor 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.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor 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, Contractor agrees that if Contractor 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, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

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 Contractor, 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 Project Manager or upon the termination of this Agreement, and Contractor 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 Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted 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 Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor 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) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager 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 Contractor gives City notice of such court order or subpoena.

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

(d) Contractor shall promptly notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

Contractor. 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; DEFAULT, SUSPENSION 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 Contractor 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 Eastern District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 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 Contractor 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.

7.6 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.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

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 Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor 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 Contractor's performance of services under this Agreement. Contractor 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 Project Manager. Contractor 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 his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor 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.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, 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. Contractor 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.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor 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, Contractor 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 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 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 Project Manager (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave, Irwindale, California 91706 and in the case of the Contractor, 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.

9.3 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.

9.4 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.

9.5 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 Contractor 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.

9.6 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.

9.7 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. Contractor 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. Contractor 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. Contractor 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 _____

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE, a California
charter city

Julian A. Miranda, City Manager

ATTEST:

Laura M. Nieto, MMC, Chief Deputy City
Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian Guerra, City Attorney

CONTRACTOR:

ACCO Engineered Systems

*By: _____

Name: _____

Title: _____

*By: _____

Name: _____

Title: _____

Address:

265 McCormic Avenue

Costa Mesa, CA 92626

*Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'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 LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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 IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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 IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

SCOPE OF SERVICES

I. Consultant will perform the following Services:

- A.** A performance-based contract to furnish complete monthly HVAC Preventative Maintenance and Repairs and as-needed for the following City Owned buildings:
 - a) City Hall/Police Department (includes the Council Chambers) - 5050 N. Irwindale Avenue – 16 Units
 - b) Community Center -16102 Arrow Highway - Ten (10) units & One (1) air handler
 - c) Senior Center:16116 Arrow Highway - Ten (10) units & Ten (10) air handlers
 - d) Dan Diaz Recreation Center/Irwindale Public Library - 16053 Calle de Paseo – Dan Diaz Recreation Center – Eight (8) units; Irwindale Public Library – Three (3) units
 - e) Post Office - 16025 Calle del Norte – One (1) unit
 - f) Public Services- 5463 2nd Street – Four (4) units
 - g) Aquatics Center - 16053 Calle de Paseo (building #2) NE of Recreation Center – Two (2) units and Two (2) Air Handler Units
- B.** Monthly, Quarterly, Semi-annual and Annual Inspections Forms provide a detailed list of the scope of services and are attached below and are incorporated into the required services as though set forth in full:

HVAC MONTHLY INSPECTION FORM FOR CITY OF IRWINDALE FACILITIES

This form is to be filled out by the contractor visiting each site each month and turned in to the Project Manager – Construction Compliance, Public Works Maintenance Supervisor or Public Services Director prior to leaving the city for the day.

FACILITY NAME: _____ Unit #: _____

INSPECTOR NAME: _____ DATE OF INSPECTION: _____

Please check off the following items as it applies to monthly inspections:

Monthly:

- ☐ Check air compressors for moisture, oil, or dirt in the lines.
- ☐ Check the air compressor's compressor belt.
- ☐ Record air compressor's hour-meter readings.
- ☐ Check refrigeration compressor's oil level.
- ☐ Check refrigeration compressor for oil leaks.
- ☐ Check refrigeration compressor's charge condition through sight glass each visit.
- ☐ Check refrigeration compressor for unusual noise and vibration each visit.
- ☐ Inspected air handlers and exhaust fans condensate pan, purge drain line as needed.
- ☐ Check/adjust cooling towers V-belts, replace as needed.
- ☐ Inspect/clean/adjust/lubricate/repair cooling towers auxiliary filtering system
- ☐ Replace air filters (every other month)

COMMENTS: _____

HVAC QUARTERLY INSPECTION FORM FOR CITY OF IRWINDALE FACILITIES

This form is to be filled out by the contractor visiting each site each quarter and turned in to the Project Manager – Construction Compliance, Public Works Maintenance Supervisor or Public Services Director prior to leaving the city for the day.

FACILITY NAME: _____ Unit #: _____

INSPECTOR NAME: _____ DATE OF INSPECTION: _____

CIRCLE QUARTER THAT APPLIES: First (Jan-March) Second (April-June)
 Third (July-September) Fourth (October-December)

Please check off the following items as it applies to quarterly inspections:

Quarterly:

- ☐ Clean the Air Compressor's intake air filter, felt and screen types.
- ☐ Check refrigeration compressor and refrigeration piping for leaks.
- ☐ Check expansion valves for evidence of sticking.
- ☐ Check expansion valve bulb to see that it has good contact with suction line.
- ☐ Check expansion valves operation of all solenoid valves.
- ☐ Check evaporator for rust and scale.
- ☐ Check air handlers and exhaust fans blower mounting and tighten if necessary.
- ☐ Check air handlers and exhaust fans shaft alignment to motor.
- ☐ Check air handlers and exhaust fans blower pulley for security to shaft.
- ☐ Check air handlers and exhaust fans blower belt for condition and tension, adjust or replace as needed.
- ☐ Oil or grease air handlers and exhaust fans shaft bearings.
- ☐ Check air handlers and exhaust fans blower fan for dirt and clean as needed.
- ☐ Check air handlers and exhaust fans housing for rust and repair as necessary.
- ☐ Clean air handlers and exhaust fans coil faces as needed.
- ☐ Check electric motors mounting and tighten if necessary.
- ☐ Check electric motors pulley for security, alignment and tighten if necessary.
- ☐ Check electric motors bearing wear.
- ☐ Check electric motors wiring and conduit for condition.
- ☐ Check electric motors for excessive heat and noise.

HVAC QUARTERLY INSPECTION FORM FOR CITY OF IRWINDALE FACILITIES

- ☐ Check electric motors air passages and windings (i.e., clean away dust).
- ☐ Check electric motors starter and contacts.
- ☐ Oil or grease electric motors bearings as required.
- ☐ Check condenser water pumps and chilled water pumps pump head for operation, wear, etc...
- ☐ Check condenser water pumps and chilled water pumps mechanical seal or stuffing box for leaks.
- ☐ Check condenser water pumps and chilled water pumps motor and pump mounting – tighten.
- ☐ Check condenser water pumps and chilled water pumps attached piping insulation. Repair if necessary.
- ☐ Check condenser water pumps and chilled water pumps wiring and conduit for condition from motor to starter.
- ☐ Check condenser water pumps and chilled water pumps general condition for rust and re-paint if necessary.
- ☐ Inspect condenser water pumps and chilled water pumps hand valves for expiration and leaks.
- ☐ Check condenser water pumps and chilled water pumps and lubricate motor and pump head bearings.
- ☐ Check condenser water pumps and chilled water pumps motor pump coupling for alignment, condition, and security to shaft.

COMMENTS: _____

HVAC SEMI-ANNUAL INSPECTION FORM FOR CITY OF IRWINDALE FACILITIES

This form is to be filled out by the contractor visiting each site each month and turned in to the Project Manager – Construction Compliance, Public Works Maintenance Supervisor or Public Services Director prior to leaving the city for the day.

FACILITY NAME: _____ Unit #: _____

INSPECTOR NAME: _____ DATE OF INSPECTION: _____

Please check off the following items as it applies to semi-annual inspections:

Semi-Annually:

- ☐ Check control valves general condition/operation.
- ☐ Inspect relays to insure proper operation.
- ☐ Oil the air compressor's motors per manufacturer's specification.
- ☐ Inspect/replace the air compressor's cartridge-type intake air filter (Per manufacturer recommendation)
- ☐ Check dampers for proper operation and adjust/repair as needed.
- ☐ Lubricate dampers.
- ☐ Check refrigeration compressor operation of safety and capacity controls for proper operation, including high and low pressure cut-outs.
- ☐ Measure electric motors current draw and record.
- ☐ Clean condenser coils.

COMMENTS: _____

HVAC ANNUAL INSPECTION FORM FOR CITY OF IRWINDALE FACILITIES

This form is to be filled out by the contractor visiting each site each month and turned in to the Project Manager – Construction Compliance, Public Works Maintenance Supervisor or Public Services Director prior to leaving the city for the day.

FACILITY NAME: _____ Unit #: _____

INSPECTOR NAME: _____ DATE OF INSPECTION: _____

Please check off the following items as it applies to annual inspections:

Annually:

- ☐ Calibrate Thermostats and Temperature Controllers.
- ☐ Check Thermostats and Temperature Controllers Condition.
- ☐ Replace Thermostats and Temperature Controllers if defective as part of extraordinary maintenance.
- ☐ Clean Control Valves Stems.
- ☐ Check Control Valves packing for leaks; replace if required as part of extraordinary maintenance.
- ☐ Lubricate Control Valves packing as required; replace if required as part of extraordinary maintenance.
- ☐ Check Control Valves for proper seating; replace if required.
- ☐ Check Control Valves for proper shut-off.
- ☐ Check Control Valves operator diaphragm (Pneumatic).
- ☐ Change the air compressors crankcase oil per manufacturer's specification.
- ☐ Inspect evaporator fins, clean/straighten fins as needed.

COMMENTS: _____

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A.** Work Week: All work shall be performed on normal workdays, (excluding Saturday, Sunday and holidays observed by the City) between the hours of 7:00a.m. and 3:30p.m. unless prior written approval has been granted to the contractor by the Project Manager – Construction Compliance at least 48 hours in advance to perform work on excepted days and at excepted times.

- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:**
- A. Monthly Inspection Forms**
 - B. Quarterly Inspection Forms**
 - C. Semi Annual Inspection Forms**
 - D. Annual Inspection Forms**
- IV. 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.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
- A. Crew:** The number of technician(s) to be determined by the contractor. Same technician(s) must be assigned to this maintenance contract for the duration of the contract. Should the contractor want to change the technician, the contractor **MUST** submit the request in writing providing information on the new technician(s), including name(s) and experience. The City **MUST** approve the technician(s) in writing before they can start the work.

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

None

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Contractor shall complete work for the Project in accordance with the following:

Contractor	Monthly Cost	100 Hours Per Year Extraordinary Maintenance
ACCO Engineered Systems	\$2,556	\$16,500

II. The City will compensate Contractor for work performed and expenses incurred toward completion of the Project upon submission of a valid invoice. In addition to what is required under Section 2.2 of the Agreement, each invoice is to include:

- A. Line items for all personnel describing the work performed.
- B. Line items for all materials and equipment properly charged to the Project.
- C. Line items for the price and quantity of all materials, equipment and work.
- D. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- E. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Project.

III. The total compensation for the Project shall not exceed \$129,723 as provided in Section 2.1 of this Agreement. The contract breakdown is as follows:

Contractor	Monthly Cost	100 Hours Per Year Extraordinary Maintenance	Fiscal Year 2023/2024 Cost	Cost for Second Year of Contract (Fiscal Year 2024/2025)	Cost for Third Year of Contract (Fiscal Year 2025/2026)
ACCO Engineered Systems	\$2,556	\$16,500	\$35,379	\$47,172	\$47,172

The contract costs provides for all labor, material, and equipment to perform HVAC preventative maintenance per scope of work and includes Maintenance Prevailing Wages. Prevailing Wages must be paid throughout the contract period and cost increases for the purposes of Prevailing Wages only can occur with the submittal of a letter of request to the City of Irwindale for review and approval. The letter must provide detailed information outlining the costs increases.

EXHIBIT D

PERFORMANCE BOND

PROJECT NO. _____

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Irwindale ("City") for payment of the penal sum of _____ **U.S. Dollars and ____ Cents** (\$_____). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety company]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

PAYMENT BOND

PROJECT NO. _____

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Irwindale ("City") and those for whose benefit this bond insures in the sum of _____ **U.S. Dollars and _____ Cents (\$_____)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: () _____
[name of surety]

Name Street Number

Street Number City and State .

City and State Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

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

City of
IRWINDALE
AGENDA REPORT

Date: October 11, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Ratification of Total Contract Amount for and Payments to Public Safety Consulting, Inc. for Personnel Investigative Services

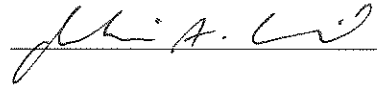
City Manager's Recommendation:

That the City Council of the City of Irwindale adopt Resolution No. 2023-78-3456 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RATIFYING THE TOTAL CONTRACT AMOUNT FOR, AND PAYMENTS TO, PUBLIC SAFETY CONSULTING, INC. FOR PERSONNEL INVESTIGATIVE SERVICES"

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager



Prepared by:

Mary Hull, Human Resources / Risk Manager

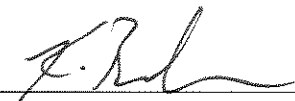
Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

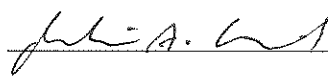
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On July 19, 2022, the City Manager, on behalf of the City of Irwindale ("City"), entered into a Consulting Agreement ("Agreement") with Public Safety Consulting, Inc. ("Consultant") for services in connection with an independent administrative personnel investigation relating to the former police chief. The Agreement was made pursuant to the powers and duties conferred to the City Manager by Section 2.13.030(H) of the Irwindale Municipal Code.

The Agreement provided the following parameters for the Consultant's scope of services:

1. Assess the credibility of the complaint, accused individual(s), and other witnesses using professional judgment concerning employment law issues;
2. Conduct an objective and fact-based investigation; and
3. Submit a comprehensive written report providing a summary of findings, methodology used, discussion of the evidence obtained, and how credibility issues were resolved.

The Agreement also provided the City would be invoiced in the following manner:

1. \$335 per hour, portal to portal, plus expenses;
2. Mileage at the IRS business rate; and
3. Actual costs of professional services provided by third party vendors.

The City was invoiced accordingly for the following amounts, all of which were paid in the previous fiscal year:

1. \$22,555.46 for services rendered from July 2022 to August 2022;
2. \$28,764.73 for services rendered from August 2022 to September 2022;
3. \$37,056.23 for services rendered from September 2022 to November 2022; and
4. \$1,820.26 for services rendered from December 2022 to January 2023.

The Consultant's total fee amount was dependent upon the number of hours worked and any additional costs incurred. Due to the nature of the services rendered by the Consultant, the City Manager could not anticipate whether or not the total amount would exceed the City Manager's authorized budget of \$30,000 nor could the City approve a sum certain at the time the contract was approved.

The Consultant has completed the contract services to the City Manager's satisfaction. Staff now requests that the City Council ratify the total fee amount of \$90,196.68 and the related payments.

Fiscal Impact:

The fiscal impact for the Agreement is \$90,196.68. All amounts were paid in the previous fiscal year, so there is no fiscal impact to the budget for the current fiscal year.

Attachment:

Resolution No. 2023-78-3456

RESOLUTION NO. 2023-78-3456

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
CALIFORNIA, RATIFYING THE TOTAL CONTRACT AMOUNT FOR, AND
PAYMENTS TO, PUBLIC SAFETY CONSULTING, INC. FOR PERSONNEL
INVESTIGATIVE SERVICES**

WHEREAS, Section 2.13.040 of Irwindale Municipal Code requires the City Manager, as personnel officer, to conduct investigations as deemed appropriate pertaining to any matter properly pending before him/her; and

WHEREAS, Section 2.13.030(H) of the Irwindale Municipal Code permits the City Manager to recommend that powers and duties conferred to the him/her be performed under contract; and

WHEREAS, on July 19, 2022, the City Manager, on behalf of City of Irwindale ("City"), entered into a Consulting Agreement ("Agreement") for consulting services with Public Safety Consulting, Inc. ("Consultant") in connection with an independent administrative personnel investigation relating to the former police chief; and

WHEREAS, the Consultant's schedule of fees included: 1) \$335 per hour, portal to portal, plus expenses, 2) mileage at the IRS business rate, 3) and actual cost of professional services provided by third party vendor; and

WHEREAS, due to the nature of the services rendered by the Consultant, the City Manager could not anticipate whether or not the total amount would exceed the City Manager's authorized budget of \$30,000 nor could the City approve a sum certain at the time the contract was approved; and

WHEREAS, the Consultant has now completed the contracted work and the total amount of the Consultant's services was \$90,196.68; and

WHEREAS, the City now desires to ratify the total amount paid to Consultant as the amount exceeds the \$30,000 approval limit of the City Manager.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF
IRWINDALE, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE, AND
ORDER AS FOLLOWS:**

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council hereby ratifies the total contract amount of \$90,196.68 to Public Safety Consulting, Inc. for services provided in accordance with the Consulting Agreement and ratifies all related payments in excess of the City Manager contract limitation.

SECTION 3. The Chief Deputy City Clerk shall certify to the adoption of this resolution, which, shall in turn, have immediate effect.

PASSED, APPROVED, and ADOPTED this 11th day of October 2023.

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. 2023-78-3456 was adopted at an regular meeting of the Irwindale City Council held on the 11th day of October 2023, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: 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: October 11, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Amendment No. 1 to Contract Services Agreement with Dickerson, McCulloch & Associates, LLC for Personnel Investigative Services and Related Budget Appropriation

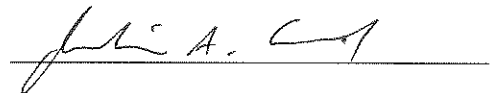
City Manager's Recommendation:

That the City Council of the City of Irwindale (1) adopt Resolution No. 2023-77-3455 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE APPROPRIATION OF \$31,807.50 FROM GENERAL FUND RESERVES FOR PERSONNEL INVESTIGATIVE SERVICES BETWEEN THE CITY OF IRWINDALE AND DICKERSON, MCCULLOCH & ASSOCIATES, LLC; and (2) Approve Amendment No. 1 to Contract Services Agreement with Dickerson, McCulloch & Associates, LLC.

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager



Prepared by:

Mary Hull, Human Resources / Risk Manager

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

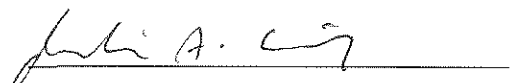
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On September 1, 2022, the City Manager, on behalf of the City of Irwindale ("City"), entered into a Contract Services Agreement ("Agreement") with Dickerson, McCulloch & Associates, LLC ("Consultant") for personnel investigative services for the City in the amount of \$30,000. The Agreement was made pursuant to the powers and duties conferred to the City Manager by Section 2.13.030(H) of the Irwindale Municipal Code. Due to the number and scope of investigations, the original contract will need to be amended to increase the contract amount from \$30,000 to \$60,000. The proposed amendment will provide the necessary funding to cover the additional investigative work required to complete the ongoing personnel investigations.

The attached contract agreement amendment has been reviewed and approved as to form by the City Attorney's office.

Fiscal Impact:

From inception through September 16, 2023, Dickerson, McCulloch & Associates, LLC has been paid a total of \$47,825.70. \$19,633.20 of this amount was paid for with FY 2023-24 adopted budget from Account No. 01-15-150-42300-0000, which needs to be replenished since this expenditure was not accounted for. Staff is seeking to amend the budget and appropriate \$31,807.50 from General Fund Reserves (\$19,633.20 + \$12,174.30 (\$60,000 - \$47,825.70)).

Attachment:

Resolution No. 2023-77-3455

Dickerson, McCulloch & Associates, LLC Contract Amendment No. 1

RESOLUTION NO. 2023-77-3455

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AUTHORIZING THE APPROPRIATION OF \$31,807.50 FROM
GENERAL FUND RESERVES FOR PERSONNEL INVESTIGATIVE
SERVICES BETWEEN THE CITY OF IRWINDALE AND DICKERSON,
MCCULLOCH & ASSOCIATES, LLC**

WHEREAS, Section 2.13.040 of Irwindale Municipal Code requires the City Manager, as personnel officer, to conduct investigations as deemed appropriate pertaining to any matter properly pending before him/her; and

WHEREAS, Section 2.13.030(H) of the Irwindale Municipal Code permits the City Manager to recommend that powers and duties conferred to him/her be performed under contract; and

WHEREAS, on September 1, 2022, the City Manager, on behalf of the City of Irwindale ("City") entered into a Contract Services Agreement with Dickerson, McCulloch & Associates, LLC for personnel investigative services for the City in the amount of \$30,000; and

WHEREAS, due to the number and scope of investigations, the original contract will need to be amended to increase the contract amount from \$30,000 to \$60,000; and

WHEREAS, the proposed amendment will provide the necessary funding to cover the additional investigative work required to complete the ongoing investigations; and

WHEREAS, \$31,807.50 of the amended contract amount of \$60,000 will need to be appropriated from General Fund Reserves; and

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

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated by this reference.

SECTION 2. The City Council of the City of Irwindale hereby approves the appropriation of \$31,807.50 from General Fund Reserves.

SECTION 3. The Chief Deputy City Clerk shall certify to the adoption of this resolution, which shall in turn have immediate effect.

PASSED, APPROVED AND ADOPTED this 11th day of October 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-77-3455 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 11th day of October 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR INVESTIGATIVE SERVICES

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR INVESTIGATIVE SERVICES ("Amendment No. 1") by and between the CITY OF IRWINDALE, a California Charter city and municipal corporation ("City") and Dickerson, McCulloch & Associates, LLC, a California limited liability company ("Consultant") is effective as of the 11th day of October, 2023.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated September 1, 2022 ("Agreement") whereby Consultant agreed to provide personnel investigation services ("Services").

B. Consultant requires additional time to comprehensively provide Services.

C. By this Amendment No. 1, City and Consultant now desire to amend the Agreement to increase the Contract Sum to a not-to-exceed maximum of Sixty Thousand dollars (\$60,000).

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. (deletions shown in ~~strike through~~ and additions shown in ***bold italics***).

A. Section 2.1 Contract Sum, is hereby amended to read in its entirety as follows:

For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "B"* and incorporated herein by this reference, but not exceeding the maximum contract amount of ***Sixty Thousand dollars (\$60,000)*** ~~Thirty Thousand dollars (\$30,000)~~ ("Contract Sum").

B. Section 5.1 Term, is hereby amended to read in its entirety as follows:

Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until the maximum contract amount is expended, but not to exceed ***two (2) years*** ~~one (1) year~~.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party

represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority.** The persons executing this Amendment No. 1 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 Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

Julian A. Miranda, City Manager

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

Dickerson, McCulloch & Associates, LLC

By:_____

Name: Douglas Dickerson

Title: Manager

Address: 25615 Riverbank #E

Yorba Linda, CA 92887

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 LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	_____
☐	CORPORATE OFFICER	_____
☐	PARTNER(S) ☐ LIMITED ☐ GENERAL	TITLE OR TYPE OF DOCUMENT _____
☐	ATTORNEY-IN-FACT	_____
☐	TRUSTEE(S)	NUMBER OF PAGES _____
☐	GUARDIAN/CONSERVATOR	_____
☐	OTHER _____	DATE OF DOCUMENT _____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		SIGNER(S) OTHER THAN NAMED ABOVE _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	
☐ CORPORATE OFFICER	
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL ☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR ☐ OTHER _____	TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	SIGNER(S) OTHER THAN NAMED ABOVE _____

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

City of
IRWINDALE
AGENDA REPORT

CC Item 7

Date: October 11, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Request to Approve a Professional Contract Services Agreement with Universal Engineering Sciences (UES) Inc., for the environmental assessment of the proposed specific plan that includes the construction of a warehouse distribution center/industrial park totaling up to ±3,000,000 square feet with associated parking, and on-site mining and reclamation activities for property located at 15801 First Street (APNS 8533-009-025, 8533-009-026, 8533-009-027, 8533-009-028 & 8533-009-029).

City Manager's Recommendation:

- 1) That the City Council approve the attached contract with Universal Engineering Sciences (UES), Inc., for the preparation of an Environmental Impact Report in association with land use entitlement applications for property located at 15801 First Street, Irwindale, CA 91706.

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development
Director
(626) 430-2209



Prepared by:

Brandi Jones, Senior Planner

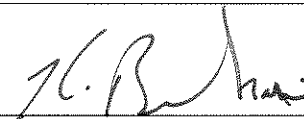


Reviewed by:

Adrian R. Guerra, City Attorney

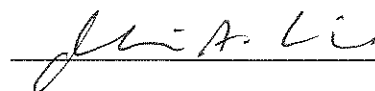
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



BACKGROUND

Yellow Iron Real Estate, LLC, the Applicant, submitted a request to create a specific plan that includes the construction of a warehouse distribution center/industrial park totaling up to ±3,000,000 square feet with associated parking, and on-site mining and reclamation activities for property located at 15801 First Street (APNS 8533-009-025, 8533-009-026, 8533-009-027, 8533-009-028 & 8533-009-029), in the M-2 (Heavy Manufacturing) zone (Project). The application includes a request for a Specific Plan, General Plan Amendment, Zone Change, Zone Ordinance Amendment, Tentative Parcel Map, Site Plan and Design Review (DA) and the 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, Planning Staff reviewed four (4) proposals from consulting firms, interviewed four (4) of the consulting firms, and is now recommending the retention of Universal Engineering Sciences (UES), Inc. to complete the CEQA work necessary evaluate the Project. The Contract Services Agreement with Universal Engineering Sciences (UES), Inc. is for an amount not to exceed \$249,510.00 and is attached with this report. An Environmental Impact Report (EIR) will be prepared by Universal Engineering Sciences (UES), Inc.

FISCAL IMPACT

The City's General Fund will not be impacted. Pursuant to the Reimbursement Agreement with the Applicant, which is also presented for City Council approval, the Applicant has agreed to reimburse the City of all costs and expenses incurred by the City related to the services agreed to in the Agreement for Contract Services with Universal Engineering Sciences (UES), Inc. The Reimbursement Agreement requires a deposit account wherein Applicant will make deposits of amounts to cover all costs and expenses of work done by Universal Engineering Sciences (UES), Inc., any other consultant retained for the Project, and the City Attorney's office for work related to the land use entitlements.

ATTACHMENT

- A. Agreement for Contract Services with Universal Engineering Sciences (UES), Inc. (including cost proposal)

ATTACHMENT "A"
AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND UNIVERSAL ENGINEERING SCIENCES

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 11th day of October 2023, by and between the City of Irwindale, a California municipal corporation ("City"), and Universal Engineering Sciences (UES), 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 TWO HUNDRED AND FORTY-NINE THOUSAND AND FIVE HUNDRED AND TEN DOLLARS (\$249,510.00) (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 two (2) 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>Bridget Sherman</u> (Name)	<u>Branch Manager</u> (Title)
<u>Rouzbeh Afshar, PE, PhD</u> (Name)	<u>Vice President – California</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 (3) 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.

Performance Bond. (formerly 5.3)

~~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.~~

5.3 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 attorney's 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 ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 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:

Universal Engineering Sciences, a California corporation

By: _____
Name: Bridget Sherman
Title: Branch Manager - Irvine
Address: 16 Technology Dr, Ste.139
Irvine, CA 92618

By: _____
Name: Rouzbeh Afshar, PE, PhD
Title: Vice President - California
Address: 16 Technology Dr, Ste.139
Irvine, CA 92618

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

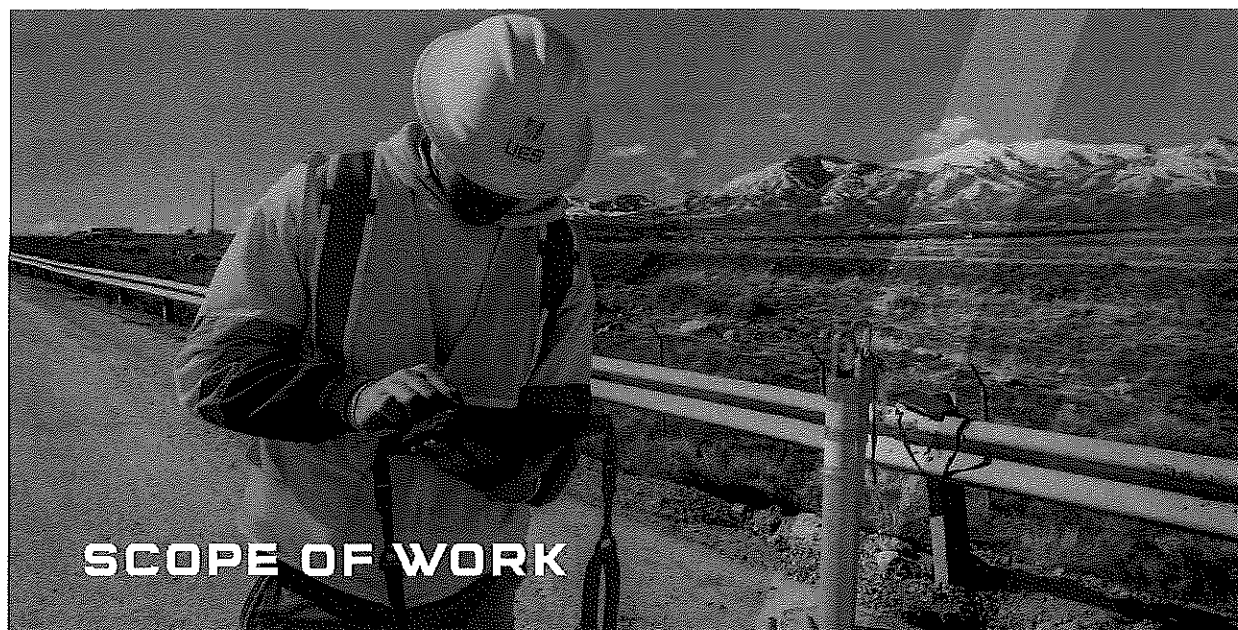
SIGNER IS REPRESENTING:

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

PEXHIBIT "A"

SCOPE OF SERVICES

- I. **Consultant will perform an environmental assessment for a request to create a specific plan that includes the construction of a warehouse distribution center/industrial park totaling up to ±3,000,000 square feet with associated standard vehicle and trailer parking, and on-site mining and reclamation activities for property located at 15801 First Street ((APNS 8533-009-025, 8533-009-026, 8533-009-027, 8533-009-028 & 8533-009-029) ("Project"), including, but not limited to, the following (herein after referred to collectively as "Services")):**



APPROACH AND METHODOLOGY

This section is organized into subsections that mirror the request for information in the solicitation.

OVERALL APPROACH TO MEETING GOALS AND OBJECTIVES

The UES team will present a clear and easy to read Final EIR to facilitate public understanding of the potential effects from the Brew Yard Development Project which includes a General Plan Amendment (GPA) to change the Land Use Designation from "Industrial/Business Park" to "Brew Yard Specific Plan;" Zone Change from the current zoning classification of M-2 "Heavy Manufacturing" to "Brew Yard Specific Plan;" Zoning Code Amendment to add the "Brew Yard Specific Plan" to Title 17 Zoning of the Irwindale Municipal Code; Tentative Subdivision Map to create at least twelve (12) lots; and a Conditional Use Permit (CUP) to allow for mining and reclamation activities in accordance to SMARA and the Chapter 17.63 "Surface Mining and Reclamation Plans," of the Irwindale Municipal Code. The EIR will fully address anticipated changes to the environment, "the physical conditions which exist within the area which will be affected by the proposed project, including land, air, water, minerals, flora, fauna, noise, objects of historic or aesthetic significance," associated with implementation of the

proposed Brew Yard Specific Plan and each project alternative. The analysis of impacts will be in sufficient detail to address implementation of the proposed specific plan for each resource area and may identify additional analysis required for CEQA compliance on individual components of the Brew Yard Specific Plan Project to mitigate potentially significant impacts. Environmental analysis and identification of significant impacts will be made according to criteria established by regulation, accepted standards, or other definable criteria. In performing the environmental analysis, the UES team will rely on professional judgment, input from City staff members, performance of field surveys, and review of existing documentation.

The UES team will provide the following specific resources to assist the City in achieving project's stated objectives by providing environmental clearance:

- A project team with **relevant experience** working on projects with specific plan development and mining. A project team with regional experience that have knowledge of environmental issues unique to Irwindale and the Brew Yard Specific Plan Project area.

- **A Project Manager, Brent L. Moore, CEP** who is not only experienced in environmental documentation and permit acquisition, but who is an experienced professional in planning, commercial development and mining.
- **Effective and frequent communications** with the City and its planning and engineering team, regulatory/trustee agencies, and other stakeholders involved with the Brew Yard Specific Plan Project.
- **A rigorous Project Work Plan** that includes a work breakdown structure, resource-loaded schedule, description of milestone deliverables, document control procedures, and contract administration procedures.
- **Careful scheduling** of tasks so as not to get ahead of the final specific plan, design, and planning information, within an envelope large enough to accommodate changes as design, planning, staging, and access decisions are finalized.
- **Full service**, in-house UES staff demonstrably capable of performing outstanding work on time, and on budget.
- **Peer reviews** including working with UES staff to eliminate rework that would have an effect on cost and schedule.
- **A comprehensive QA/QC plan** to ensure that quality is built in at the beginning and verified as the project proceeds.

APPROACH TO COORDINATING, MANAGING THE WORK TO MEET PROJECT MILESTONES AND DELIVERABLE DATES

On-time completion starts with a common understanding of the scope of work, a schedule that identifies specific deliverables from the UES team as well as assumptions regarding the availability of required information from the City regarding the project description, and explicit review and response responsibilities of all parties. Specifically, our approach will focus on the following:

- **Provide Effective Project Management**, based on implementation of the Work Plan. This plan will be used to manage the budget, schedule, and technical quality of the assignments, communicate expectations and requirements to the project team, and implement corrective actions, if needed.

Our Project Management System provides our project manager with timely information and data required to successfully control schedule, cost-reimbursable and staff task orders. This information includes:

- Daily tracking of costs incurred.
- Daily tracking of costs scheduled.
- Projection of costs and schedules.
- Time-phased budget and spending curves.
- Cost and manpower planning projections.
- Progress monitoring through earned-value analysis.
- Variance forecasting.
- Accurate task order estimates for effective budgeting.
- Paperless reporting through electronic access.
- **Follow City CEQA Guidance**, and latest Initial Study Checklist for preparation of the EIR, including format, content, quality assurance/quality control, and direction regarding analyses, with respect to cumulative impacts, alternatives, transportation / circulation, greenhouse gases, and cultural resources.
- **Manage Project Description Information**, as there will be some concurrent development of the final elements of the specific plan, design and preparation of the environmental document. Managing change in the project description is the single most critical factor in meeting cost and schedule goals, so we will work with the City to determine a "hands off" date for the Project Description so that key analysis does not have to be redone.
- **Maintain Strong Communications** within our project team and with the City. Our team goal is to maintain "shared vision" for the proposed project and addresses issues in advance to avoid surprises.

PROCESSES/MEASURES TO CONTROL COST SCHEDULE, TRACKING DELIVERY/ PERFORMANCE, MAXIMIZING QA/QC

SHARED VISION/COMMUNICATIONS

The Work Plan, Coordination and Communication, Progress Meetings and Progress Reporting all focus on preparing a plan, communicating the plan, following the plan, and exception reporting to address remedial action.

We will create an integrated working relationship with the City. We will routinely communicate in person, at meetings, by telephone, by e-mail and through ftp sites. We don't wait for communications from the City; we are proactive in communicating project status, questions, issues to be resolved, the need for meetings, and good news.

Progress meetings between UES and City staff will be held monthly, at a minimum, and important points communicated to the UES team. UES will prepare a formal agenda for all progress meetings. Meeting minutes, including key decisions and action items, will be prepared. A typical meeting agenda will include approval of meeting notes from the prior meeting, topical project issues, schedule, review of action items from the current meeting and open action items from past meetings, and administrative items.

COST & SCHEDULE CONTROL

We will carefully monitor and control project costs and schedule to meet the budget and milestone deliverable due dates agreed upon with the City. UES controls work by building multi-level schedules and establishing milestones at the appropriate level of detail with the project work breakdown structure (WBS) as the basis. Reports and information are tailored to various levels of management with the degree of detail required for the execution of their responsibilities. Vertical integration ensures that the detailed activities depicted on lower-tier schedules are consistent with the summary activities reflected at higher levels. Standard reporting features include project status, earned value, monthly billing

(including subconsultant invoices) and budget/schedule/task completion accountability.

COST & SCHEDULE VARIANCES

We regularly monitor the project's activities, cost, and schedule to ensure that they are consistent with the timeframe and goals. Cost variances are identified on UES's project management reports described above, which compare budgeted versus actual amounts by subtask. Schedule variances are identified through comparing actual work performed to the schedule. The schedule is an important component of the overall management of a project and this topic will be included at all progress meetings.

UES will submit a monthly project status report to the City which will highlight work performed and upcoming work, including critical paths, milestones, schedule reporting, an estimate of actual percent complete, a summary of current expenditures versus budgeted costs and issues that may affect the above. The monthly project status report will also include any areas of concern, and identify areas needing immediate attention, including conflicts and timing of needed decisions to resolve those conflicts. In addition to the formal written reports, progress reporting will also occur during frequent conversations and meetings between our Project Manager and the City's staff.

PROJECT DELIVERABLES

Our process for preparing a deliverable includes internal rough draft, technical editing, discipline leader review, project management review, quality control review, and final word processing and production, followed by a review of the copy ready product by the project manager prior to submission to the City. This occurs for both draft and final documents.

QUALITY ASSURANCE/QUALITY CONTROL

Our Work Plan outlines the QA/QC process and protocols that we will use to ensure that all work completed on the project is checked and completed with a uniform standard of quality and accuracy. We will establish internal peer reviewers consisting of experts from UES who will regularly perform QA/QC activities on all deliverables.

UNDERSTANDING OF POTENTIAL REGULATORY, ENVIRONMENTAL, AND/OR CONSTRUCTION CONSTRAINTS AND HOW UES WILL SUPPORT THE CITY IN COMPLETING THIS PROJECT ON SCHEDULE AND ON BUDGET

UNDERSTANDING CONSTRAINTS

UES's engineers, scientists, planners, and construction managers have worked on complex facilities such as the proposed Brew Yard Specific Plan Project in the past and bring to this project their wisdom and experience in managing the interplay among design, engineering, environmental, and construction issues that may arise on a project with remediation issues, mining reclamation issues, and reuse issues, transportation access issues, at an active work site such as the Brew Yard complex.

We encourage the interdisciplinary meetings with City planners, administrators, and engineers to ensure that proposed mitigation measures would satisfy regulatory requirements, be practicable to implement in the field, can be enforceable through the specific plan, and be cost effective.

SCHEDULE CONSTRAINTS

The primary schedule constraint is the availability of final mining reclamation plans, tentative subdivision maps, for the specific plan area, which must include a certain level of information about the project (including location of egress/ingress, mining operations and reclamation plans), construction staging areas, and hazardous materials management, and access to various portions of the site. If all details of the specific plan, mining operations, reclamation plan, and subdivision can be defined earlier, this will reduce the overall schedule.

A second schedule constraint is the blooming season for rare plants or plants that sustain special-status species. If surveys are needed, they would be performed during the blooming period, which is a several-month period in spring and early summer. We can work around this constraint to some extent by leaving placeholders for this information in draft documents.

A major influence on the schedule will be the potential of the proposed project to affect wetlands and waters of the U.S. The specific plan area PA1 does have several water features identified on the National Wetland Inventory map as "riverine" and "freshwater shrub wetland" and known groundwater issues which may become a factor as the reclamation and specific plan are finalized.

ON SCHEDULE/ON BUDGET

UES team's resume includes environmental consulting and related professional services at dozens of specific plan, industrial, commercial, and mixed use developments. We have also worked at numerous private/client facilities in the region and elsewhere in the nearby communities. Our related experience provides us with keen insights on how to support the City on multiple development projects contemplated for the Brew Yard Development Project. We believe we can be a key partner to assist the City in timely delivery and startup of these projects, by virtue of our ability to deliver high quality and cost-effective environmental services. In addition, because of our lengthy presence in the Southern California region, we have established strong professional relationships with the regulatory agencies responsible for oversight and approval of the Brew Yard Development Project. Key members were selected because of their technical qualifications, experience, flexibility, and record of success in managing complex projects in this region on schedule and within budget.

EXPERTISE PROVIDED FOR ALL ENVIRONMENTAL SERVICES REQUIRED

IN-HOUSE EXPERTISE

UES is a large firm with a local office and eight other California locations, and we have the personnel that match the requirements of the RFP. We have the resources to perform the services required to complete the environmental documentation, we have the ability to critically review our own work, and we have the resources to perform peer review of the documents submitted by the Applicant: Hydrology, Sewer Study, Geotechnical, Phase I ESA, Water Source Assessment (WSA), and Fiscal Impact Report to ensure a high level of quality and minimize redoing work

and costs. The specialties of the firms and individuals comprising our team are provided in Section 2, under *Staff Capabilities & Organization*.

PREPARING REGULATORY DOCUMENTS AND TIMELY PERMIT APPLICATIONS

Although the City's project is technically challenging and requires an excellent project team, the regulatory aspects of the project effort are so critical that the best local experts are required. The planning, public perception, and permit management aspects of the project will control project success. The UES team is adept at all aspects of land use planning, mining SMARA permitting, hazards materials removal, and design/construction, and are also among the best in the state for permitting, and planning. This makes us uniquely qualified for the proposed project.

The UES team vision to forge the path to success for the critical planning, public perception, and engineering aspects of the effort are outlined in our proposal and are summarized here:

- Use the preliminary specific plan, subdivision map, CUP, reclamation plan, and site plan to develop a shared vision on the project scope, schedule, and level of quality with the City within a month of project initiation. The shared vision will be documented in a final preliminary project description package.
 - Develop a shared vision with the relevant agencies and affected special districts on project goals and constraints. The preliminary specific plan provides the catalyst to forge the shared vision. The project must be evaluated both for short-term considerations and cumulative impacts. In this effort, the preliminary specific plan may be modified to accommodate the affected party's needs.
 - Identify and outline a mitigation plan for the project critical path and potential "pinch-points" (most critical path concerns appear to be associated with administrative functions, [i.e., agency review of designs, permits, and discretionary permits]). Develop a commitment from the agencies to manage the administrative aspects of the project.
 - Address and resolve the concerns of wetlands and mining reclamation issues early in the project. These issues will come up as roadblocks in the CEQA process if not addressed early in the effort.
- Determine the aspects of the project that would trigger specific permits as early as possible and identify the standard processes and timelines for these permits. Identify the type, level, and timing of any surveys and technical studies required to obtaining permits early on.
 - Work closely with the City to consider opportunities to avoid impacts to sensitive resources and identify opportunities for conservation or enhancement.
 - Maintain open interaction and inclusion with the agencies and Special Districts during the specific plan public participation process, tentative subdivision map, and CUP public hearing process by regular status reports and review meetings.

CONSULTATION WITH REGULATORY AGENCIES

UES has worked with all of the regulatory agencies that may be involved in permitting or approving the proposed project and have experience in providing permitting support. The UES biology staff work frequently with regulatory agencies, including the Army Corps of Engineers, US Fish and Wildlife Service, California Department of Fish Wildlife, National Marine Fisheries Service, and the Regional Water Quality Control Board (RWQCB), with the local agencies permitting staff and with other clients.

SPECIALIZED EXPERTISE IN SMARA

UES tailors our work to suit each mining customer's need. Depending on specific project requirements, our involvement ranges from:

- Full service, strategic planning, and engineering assistance to aid a client in achieving the most cost-effective mining operation, or
- Niche services to aid a client in fulfilling a clearly defined task, on-schedule and at the lowest appropriate cost.

Our clients benefit by being able to tailor our scope to best satisfy each program need: From a narrow perspective of completing clearly defined activities (e.g., air modeling, cultural resource inventories); to a broader perspective of solving issues which will have major impact to long-term operating costs (e.g., tailings disposal design, reclamation plan, environmental liabilities, or closure costs).

UES has worked with many mining clients in Southern California which includes Vulcan Materials Company, Gibson and Shaeffer Inc., River Rock and Sand Inc., Granite Construction, Teichert Construction, Robertson's Ready Mix, Calmat Companies, Superior Ready Mix, Val-Rock, Inc., Glamis Gold, Protech Minerals, and Cemex.

UES has assisted SMARA lead agencies conduct and prepare reviews of mining applications for permits and/or reclamation plans (or amendments thereto), and submit reclamation plans and financial assurances to the Department of Conservation's Division of Mine Reclamation (DMR) and the State Mining and Geology Board (SMGB) for technical review and comment prior to approval. We have assisted SMARA local lead agencies with annual review of financial assurances, annual inspections mining operations for compliance, and writing enforcement actions.

Because of UES's mining engineering, permitting, remediation, reclamation planning, and construction capabilities, the company is uniquely qualified to evaluate realistic restoration and reclamation options and costs, to implement innovative mitigation approaches (such as incorporating restoration into new projects or ongoing operations), and to execute actual restoration and reclamation actions. Integrating the CEQA process into a restoration and reclamation plan is another way UES can streamline the mitigation, restoration, and mining reclamation process.

In recent years, mining companies have begun to take action to insulate themselves from being named as a potentially responsible party in a Natural Resources Damage Assessment (NRDA) claim and to mitigate damages to natural resources by strategically incorporating resource restoration measures into operations, construction, and reclamation projects. UES has extensive and recent experience in assessing potential resource damages, evaluating, and planning efficient restorations, managing cases, and formulating case strategies. UES is a national provider of NRDA's support, aiding clients in responding to claims for damages to resources and in providing case management support and strategies, which will be utilized in the CEQA documentation process to assure the public the City is being responsible in protecting

the public's interests in issuance of a CUP for the mining reclamation plan

TEAM ORGANIZATION, AVAILABILITY OF INDIVIDUALS IDENTIFIED IN PROPOSAL AND INTERNAL AND EXTERNAL REPORTING RELATIONSHIPS

UES will have overall management and direction of the project team. **Brent L. Moore, CEP** will be the project manager who will provide day-to-day management of the internal team and will provide a single point of contact for the City for routine communications with the team. Brent has successfully worked with each of the regulatory and trustee agencies on various city and county projects in the Southern California region over the past decade. Brent, as the UES California Director of Permitting, Planning, and Environmental Sciences will also be responsible for ensuring UES dedicates the staffing necessary to achieve success and meet expectations of the City. In addition, Brent will be responsible for resolving any conflicts which might arise and seek acceptable solutions. UES will copy the City in emails and other correspondence and will take direction regarding the environmental document from City Staff. All other external communication (agencies, jurisdictions, members of the public) will be through the City. An Organizational Chart that identifies the roles and reporting responsibilities of key personnel and project staff is provided in Section 2. The staff selected is available for the duration of the project.

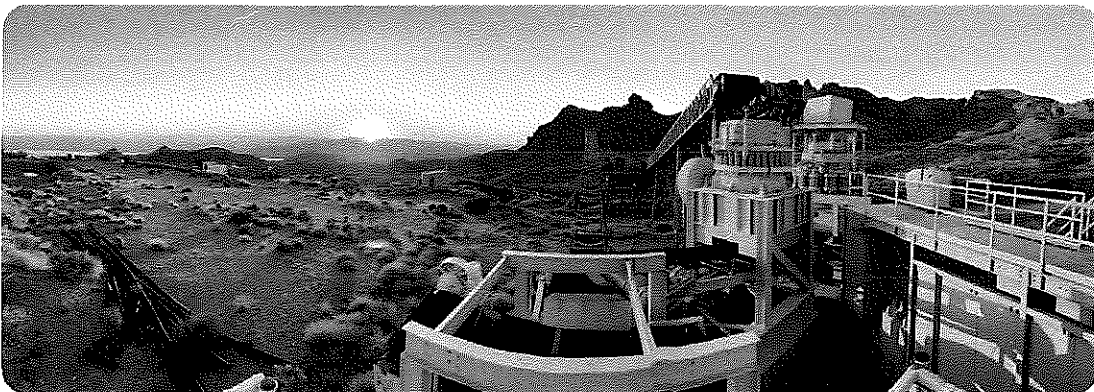
LOCATION WHERE THE WORK WILL BE PERFORMED

This project will be managed in UES' Irvine office located at 16 Technology Drive, Suite 139, Irvine, CA 92618, within an hour's drive of Irwindale. Additional support will be provided from our West Sacramento office, which offers local access to State agencies in Sacramento. These UES locations allow for our proximity to the project site while bolstering our team's ability to coordinate and collaborate with representatives of both the City of Irwindale and the State of California.

APPLICANT TECHNICAL STUDIES PEER REVIEW

We have included in this scope of work Peer Review or analyses of Applicant submitted environmental technical studies which include Hydrology, Sewer Study, Geotechnical Report, Phase I ESA, Water Source Assessment (WSA), and Fiscal Impact Study.

UES will provide Peer Review of the studies listed above and develop a Peer Review memorandum to ensure that the review of existing information related to all the studies provided by the Applicant are sufficient to develop a technical assessment for those resources within the project EIR. After determining that the studies are adequate, we will summarize and incorporate them into the EIR as needed.



TASK DESCRIPTIONS

The information presented in this section includes detailed descriptions of the work by task and subtask. Deliverables are identified, including number of copies and format. Brent Moore will coordinate the work tasks, manage the contract, ensure quality and timeliness of work products, and be the principal contact for the City of Irwindale. All work will be performed by UES.

Subsection 1 provides a detailed description of the tasks needed to complete the Environmental Impact Report (EIR). **Subsection 2** provides additional resource-specific detail, and **Subsection 3** provides assumptions by task.

1. DETAILED DESCRIPTION OF TASKS - ENVIRONMENTAL IMPACT REPORT PREPARATION

TASK 1: MANAGEMENT, COORDINATION, CONSULTATION AND WORK PLAN

Subtask 1.1 - Project Management

At project initiation, UES will set up project management processes and control systems and enter into subcontract agreements with subcontractors if the City and UES find necessary. We will manage their activities and provide regular communication to the UES team. Under this task, subcontractor invoices will be prepared and reviewed for accuracy and conformance with the scope and format requirements before being provided to the City. Invoices will be submitted monthly in a format approved by the City. Monthly progress reports will be prepared to convey the principal activities occurring during the billing period, identify work planned and important milestones for the upcoming month, summarize budget versus expenditures and actual percent complete, suggest schedule updates for discussion (if any), and identify any project issues that arise including issues or scope changes that may affect overall cost or schedule.

UES will establish and maintain a hard copy Project File as well as electronic copies of project-related materials. Copies of all files will be available to the project team and the City, and upon project completion, will be transferred to the City. The Project File will be maintained to meet the requirements of CEQA Administrative Records. The Administrative Record ("AR" or "record") (formally called the "Record of Proceedings") is the heart of any CEQA (Pub. Resources Code, § 21000 et seq.) lawsuit as it constitutes the entire body of evidence presented to the Irwindale Planning Commission and City Council, which assists the court in its review of the City's action. The UES Project File will consist of evidence regarding City consideration, either directly or indirectly (through staff), in making their decision on the Brew Yard Development Project. The Project File and AR will memorialize administrative proceedings providing evidence of the City's compliance with CEQA.

Subtask 1.2 - Prepare and Update Work Plan

UES will develop a draft Work Plan in consultation with the City. The purpose of the work plan is to transmit pertinent information to the project team related to the overall conduct, coordination, and completion of services. The work plan will include a detailed explanation of the management approach, processes, and methodology that UES will use to identify and conduct required studies for the EIR process; prepare the EIR and required permits; coordinate with the City, agencies, and others; assist the City Planning Department in scoping/public involvement efforts; and provide quality assurance and quality control procedures. In addition, the following information will be included:

- Overall project objective.
- Breakdown by subtask: objective of the task, brief description of the work to be accomplished, key individuals with pertinent experience responsible for the subtask, pertinent assumptions, deliverables, and budget, in substantive conformance with the final scope of work.

- Detailed project schedule: including review periods to be developed in consultation with the City, detailing all tasks and subtasks including sequence, duration, dependencies, milestones and deliverable dates. A draft schedule is provided in Section 7. Updates to the schedule will be provided as required, in concert with City staff.
- Quality Assurance/Quality Control Plan.
- Health & Safety Plan.
- Public Outreach Plan.
- Invoicing procedures and requirements.
- GIS and mapping requirements.
- Communications protocols.
- Contact List.
- Record-keeping requirements.

UES will finalize the Work Plan within two weeks of receiving comments from City.

Subtask 1.3 - Coordination and Consultation

This task includes meetings to consult with other City project teams and with other agencies as scoped or determined necessary by the City. For all meetings, UES will draft meeting agendas and finalize them after comment from the City. UES will draft meeting minutes, to include key issues, decisions, and action items, and will finalize them after City comments are received.

1.3.1 ONGOING COORDINATION WITH CITY OF IRWINDALE

In addition to the meetings and other activities described below under this subtask, UES will provide ongoing coordination of information with the City as required. Such coordination usually occurs by email or telephone conversation. This proposal assumes that an average of two hours per week will be spent on such activities during the life of the project.

1.3.2 PROJECT KICK-OFF MEETING

A kick-off meeting will be held at the City's offices. Meeting participants will include City representatives, Applicant, key members of the UES team, including Resource Task Leaders. The kick-off meeting will be an opportunity for City staff, Applicant, and the UES team to review the Scope and Work Plan, identify

needed information, discuss protocols for onsite visits and access, and other outstanding issues.

1.3.2(A) SITE RECONNAISSANCE (ADDITIONAL RECOMMENDED ACTIVITY)

UES proposes to conduct a reconnaissance of the project area following the kickoff meeting, to be accompanied by City staff and Applicant for access and orientation purposes. This reconnaissance will include the location of the proposed disturbance areas, location of new egress/ingress, discussion of mining operations and reclamation plans, along with any offsite staging areas, to acquaint the project team with the site and surrounding areas. For many disciplines, this will be the only site visit required.

1.3.3 PROJECT TEAM MEETINGS

Project team meetings will be held with the City no less than monthly for the duration of the study. An allowance is made for, on average, attendance by one additional team member at up to 3 of these meetings. The Contract/Project Manager and Deputy Project Manager are assumed to attend the meetings. The composition of other attendees would vary depending on the topic(s) to be discussed. Therefore, an allowance has been made at the Deputy Project Manager level in this submittal. Forty-eight (48) two (2) hour meetings are assumed. The agenda of each meeting will be set by the UES Contract/Project Manager in coordination with the City Project Manager/EIR Coordinator, and will generally discuss project schedule and progress, direction and scope of the technical sections, and key issues to be resolved and proposed solutions.

1.3.4 COORDINATION MEETINGS WITH OTHER CITY PROJECT TEAMS

Under this subtask, meetings will be held with other City project teams, as required for coordination and as determined by the City. The Project Manager and Deputy Project Manager are assumed to attend the meetings. The composition of other attendees will vary depending on the topic(s) to be discussed. Ten (10) two-hour meetings are assumed.

1.3.5 ADDITIONAL MEETINGS AS REQUESTED

This task is for additional meetings not identified elsewhere in this scope of work, as requested by the City during critical work phases. Ten (10) two-hour meetings are assumed. The Contract/Project Manager and Deputy Project Manager are assumed to attend these meetings. An allowance is made for, on average, attendance by one additional team member at up to 3 of these meetings. The composition of other attendees would vary depending on the topic(s) to be discussed. Therefore, an allowance has been made at the Deputy Project Manager level in this submittal.

1.3.6 CEQA SCOPING MEETING

Up to three (3) members of the UES team will attend one 4-hour-long CEQA public scoping meeting to be held at the City of Irwindale City Hall. Efforts associated with planning this meeting, and providing a scoping meeting summary report, are included in Task 4.

1.3.7 CITY COUNCIL, PLANNING COMMISSION, AND CITY MEETINGS

At the direction of the City, the UES Project Manager and Deputy Project Manager will attend up to four (4) four-hour long meetings related to the EIR at the City Council, Planning Commission, and/or City offices.

1.3.8 MEETINGS WITH OTHER AGENCIES

Under this subtask, meetings will be held with regulatory and/or other agencies, as required for coordination to determine permit requirements or other coordination, as required by the City. The Project Manager and/or Deputy Project Manager are assumed to attend the meetings. Ten (10) two-hour meetings are assumed. An allowance is made for, on average, attendance by one additional team member at up to three of these meetings. The composition of other attendees would vary depending on the topic(s) to be discussed. Therefore, an allowance has been made at the Deputy Project Manager level in this submittal.

1.3.9 GIS COORDINATION AND MAPPING

UES will meet with City's GIS staff and other existing sources, if applicable, to receive the most updated GIS data for the Brew Yard Development Project. Resource task leaders will use this information to develop new GIS data from field observations or other

sources (e.g., field maps, GPS receivers, and hard copy reports, etc.) that will be used in Task 3, Conduct Environmental Surveys and Prepare Studies. UES will organize and assemble this information to create GIS data layers that can be incorporated into the City's GIS system. UES will manage the project GIS data and will be the GIS clearinghouse for all team members. GIS data management will include coordination of data from all team members. The cost estimate for this task includes up to 8 hours for acquisition of existing GIS data from the City or other sources and to obtain pertinent additional existing GIS information. Additional hours for GIS support are included under each subtask.

Subtask 1.4 - Prepare Administrative Record

Under this subtask, UES will maintain project files for the administrative record, for transmittal to the City under Task 8. The administrative record will include all plans, reports, correspondence, and other appropriate documents pertaining to environmental review, permitting, etc. Two hard copies and two CD ROMs of a fully collated, organized, indexed set of files will be provided to the City within 20 working days of the completion of environmental review and permitting.

Task 1 Deliverables:

- Monthly invoices, (4 hard copies and 1 electronic copy)
- Draft and final monthly progress reports as described under Subtask 1.1 above (4 hard copies and 1 electronic copy)
- Draft and final Work Plan as described under Subtask 1.2 above (4 hard copies and 2 CD ROMs), including but not limited to:
 - Roles and responsibilities of each team member and communications channels
 - Schedule of activities
 - List of deliverables
 - Costs for each task and subtask
- Draft and final meeting agendas and meeting minutes as described under Subtask 1.3 above (electronic).
- Draft and final GIS base maps for use in Task 3 plans and reports (3 hard copy color maps (11 × 17); 3 sets

of GIS data layers and pdf of assembled layers on CD ROM)

- Updated project schedule at monthly meetings (electronic)
- (See Task 8 for Submittal of Administrative Record)

TASK 2: REVIEW BACKGROUND INFORMATION AND PEER REVIEW APPLICANT ENVIRONMENTAL TECHNICAL REPORTS

City of Irwindale will provide the UES team with copies of all relevant background information available from City files, including information developed for the specific plan, subdivision map, ingress/egress, CUP, general plan amendment, zone change, Title 17 Zoning Code amendments, surveys, facility inventory reports, previous master plans, mining reports, reclamation plans, etc. The City will provide all the Applicant provided environmental technical reports which include Hydrology, Sewer Study, Geotechnical Report, Phase I ESA, Water Source Assessment (WSA), and Fiscal Impact Study. UES will provide Peer Review of the studies listed above and develop a Peer Review memorandum to ensure that the review of existing information related to all the studies provided by the Applicant are sufficient to develop a technical assessment for those resources within the project EIR. After determining that the studies are adequate, we will summarize and incorporate them into the EIR as needed.

UES will develop a list of all information provided by the City and any additional relevant background information that UES may have in its files. This list will be reviewed by the City for completeness, and the UES team, will then review the background documents. The UES team will identify any data gaps that may be required for completion of Tasks 3 and 4. Such information may include a general inventory of hazardous materials stored on site, existing permits and plans associated with the existing facilities within the specific plan area (if any), geotechnical information, traffic reports, prevailing speed studies for Irwindale Avenue, etc.

Task 2 Deliverables:

- Draft and final list of relevant background information (electronic)

- List of data gaps and required additional information (electronic)
- Peer Review Memorandum (electronic)

TASK 3: CONDUCT ENVIRONMENTAL SURVEYS AND PREPARE STUDIES

Subtask 3.1 - Prepare Environmental and Cultural Resources Survey Plans/Reports

The UES team will prepare a Draft and Final Environmental Survey Plan and Cultural Resources Survey Plan, listing existing and potential environmental studies required by the project, and identifying and describing any required regulatory agency survey protocols, a strategy for acquisition of all necessary resource agency approvals addressing all applicable local, state, and federal permit requirements (to the extent that such information is known in the absence of a final project description), and timeframes for completion. Based on a preliminary windshield survey of the site, it is anticipated that the following studies to document existing conditions will be required:

- Visual resources
- Biological resources
- Cultural resources (historical/cultural/paleontological resources), unless such information already exists
- Geology, soils, and seismicity
- Hazardous materials and waste
- Hydrology and water quality
- Transportation/Circulation
- Air quality/Greenhouse gases
- Noise and vibration

The UES team will coordinate with the City to collect and analyze information to complete these studies, in accordance with the regulatory agency survey protocols identified in the list of studies described above. For biological and cultural resource studies, the reports will include a draft and final report of findings, site descriptions, photographs of survey site, and other relevant information including the following report sections: introduction, purpose, methods (protocols followed), and survey results. For other resources, the reports will be formatted for use in the existing conditions sections of the First Administrative Draft EIR, Task 5.

If additional environmental studies are identified as an outcome of Subtask 5.1, EIR Alternatives Analysis, the survey plans will be revised under Subtask 5.1.

Subtask 3.2 - Prepare Permit Acquisition Strategy Memorandum

The UES team will prepare a memorandum describing all necessary resource agency approvals, addressing all applicable federal, state, and local permit requirements. This memorandum will be prepared following the completion of Subtask 3.1 and preparation of a project description (see Subtask 5.2).

Task 3 Deliverables:

- Two Drafts and one Final Environmental Survey Plan (including protocols developed and completion timeframes) (2 hard copies and 2 CD ROMs)
- Two Drafts and one Final Cultural Resources Survey Plan (including protocols developed and completion timeframes), and implementation, provided the surveys have not been completed, as described above (2 hard copies and 2 CD ROMs)
- Two Drafts and one Final environmental and cultural resources survey reports, provided the surveys have not already been completed, as described above (2 hard copies and 2 CD ROMs; GIS shape files using protocols compatible with the SFPUC Enterprise GIS system).
- Draft and final permit acquisition strategy memorandum (2 hard copies and 2 CD ROMs).

As-Needed Tasks

Based on the results of the biological reconnaissance survey, the following optional tasks may be required:

- **As-Needed Task 3(a): Wetland delineation** – If the reconnaissance survey finds that jurisdictional wetlands or waters are present within the Brew Yard Development Project area which may be disturbed by planned development, a one-day site visit will be conducted by UES biology staff to delineate these features following the U.S. Army Corps of Engineers manual and regional supplement, if required.

Deliverable: Draft and Final Wetland Delineation Report (2 hard copies and 2 CD ROMs)

- **As-Needed Task 3(b): Focused rare plant survey** – If it is determined that suitable habitat for rare plants occur at the project location, a rare plant survey will be conducted by UES biology staff. This consists of three one-day site visits that coincide with the appropriate flowering time for each potential species. During this survey, a determination will be made whether this location contains suitable habitat for rare and endangered plants.

Deliverable: Draft and Final Rare Plant Survey Report (2 hard copies and 2 CD ROMs)

TASK 4: CEQA PUBLIC INVOLVEMENT

Subtask 4.1 - Develop Mailing List

UES will coordinate the development of a project mailing list, with assistance from the City, who will identify the geographical area of interest, and provide names and addresses of owners and occupants. The mailing list will be prepared under the direction of the Irwindale Planning Department and pursuant to City policy and the California Government Code. The mailing list will include:

- Property owners and occupants (if different) within 500 feet of the project planning area, construction staging areas, or
- Access roads, to the extent known
- Local jurisdictions, including elected officials
- Public agencies: federal, state, regional, local, including responsible and trustee agencies
- Cities and counties bordering on the Brew Yard Development Project area
- Organizations and individuals who have previously requested notice
- Interest groups
- Informational repositories
- Media, as needed
- Other interested parties

The purpose of the mailing list is to provide the public with early notification of the project via the Notice of Preparation (NOP) described under Task 4.2 below, and to solicit comments about the scope and content of the EIR, in writing and/or at a CEQA Scoping Meeting, also described below. The mailing list will also

be used to notify the public of the completion of the Draft EIR (see Subtask 7.1 below).

Subtask 4.2 - CEQA Scoping

4.2.1 PREPARE NOTICE OF PREPARATION

A draft NOP will be prepared by UES for review by the City. The NOP will include project objectives, a project description, a general description of the project location, a U.S. Geological Survey (USGS) topographical map showing the project location, and a brief summary of probable environmental effects of the project. An Initial Study will not be prepared. The NOP will also identify the preliminary list of alternatives to be analyzed, if known. The Draft NOP will be provided to the City for review and comment. Upon receipt of one set of consolidated comments, a Final NOP will be prepared for signature and public distribution to the mailing list developed under Subtask 4.1 above. The NOP, along with a notice of a CEQA Scoping Meeting, will be printed and distributed to the approved mailing list pursuant to the notification requirements stated in CEQA Guidelines Section 15082(a)(3).

4.2.2 PROVIDE CEQA SCOPING MATERIALS AND A SCOPING MEETING

A portion of a monthly project team meeting with the City (identified in Task 1.3.3) would be dedicated to determining the agenda and arrangements for the Scoping Meeting, including visual aids, handouts, etc. UES will prepare meeting materials, including a one-page fact sheet and a PowerPoint presentation, in coordination with the City Project Manager/EIR CEQA Coordinator. The City will approve all meeting materials. One meeting to receive comments on the draft materials and to run through the presentation is included in this task. The UES project manager and deputy project manager will attend the scoping meetings, which will be staffed and facilitated by UES, and with participation by the City. Scoping meeting arrangements will include the following:

- Manage meeting logistics and arrange facilities in the Irwindale City Hall, coordinate meeting supplies and materials, audio visual equipment, nametags, directional signage; provide staff support for set up.
- Prepare Scoping Meeting agenda, recommend meeting format.
- Prepare a legal notice for a local publication for public scoping meeting.

- Prepare a Scoping Meeting notice to be sent to the approved mailing list along with the NOP.
- Prepare a one-page, double-sided, 8½ x11 or legal-sized, two-color project fact sheet that will include information about the project background, a summary description of the project and its objectives, a project schedule and a project map. The document will be informational, and suitable for use in mailing Scoping Meeting materials, as a handout at the Scoping Meeting, and as a handout at the public hearing to receive comments on the Draft EIR.
- Mail the Scoping Meeting notice, the NOP, and the fact sheet to the approved mailing list.
- Facilitate Scoping Meeting.
- Provide technical assistance for audio-visual needs including the design and operation of power point presentation.
- Arrange for a transcript of the Scoping Meeting.
- Develop a sign-in sheet that will be used to track attendance and update the distribution list.

A Scoping Summary Report will be prepared by UES. It will include all comments received at the scoping meetings as well as all written comments received during the NOP comment period, and the meeting transcript. Concerns will be clearly identified and organized in this document. A Draft Scoping Summary Report will be provided to the City, for review and comment. Upon receipt of one set of consolidated comments, a Final Scoping Summary Report will be prepared.

Task 4 Deliverables:

- Draft and final mailing list (electronic)
- Mandated public notices, including Draft and Final NOP and Scoping Meeting Notice (preparation, circulation and posting) (drafts in electronic format; final in 2 hard copies and 2 CD ROMs)
- Draft and Final Legal Notice of scoping meeting for publication in a local newspaper advertisement (preparation and submittal), and proof of publication (electronic)
- Draft and Final Project Fact Sheet (draft in electronic format; final in 2 hard copies and 2 CD ROMs)
- Draft and Final Public scoping meeting materials, including agenda, audio/visual aids as needed (preparation, distribution, and presentation); drafts

in electronic format; final in 2 hard copies and 2 CD ROMs)

- Assistance at public scoping meeting, including responding to questions
- Draft and Final Scoping Summary Report categorizing and addressing all public comments, including Scoping
- Meeting transcript (2 hard copies and 2 CD ROMs)

TASK 5: PREPARE 1ST ADMINISTRATIVE DRAFT EIR

Subtask 5.1 - EIR Alternatives Analysis

The UES team will work iteratively with City to define a reasonable range of feasible alternatives to the proposed project. These alternatives are intended to feasibly attain most of the basic objectives of the proposed project while avoiding or substantially lessening any of the significant environmental effects of the project. This subtask is proposed to be conducted concurrently with Subtask 5.2, as a good description of the proposed project and some ideas of potential significant impacts are necessary to identify alternatives. Should additional environmental or cultural resources studies be required for this subtask, they will be identified and incorporated in a revised Environmental Survey Plan and/or Cultural Resources Survey Plan, as needed, and implemented, and addenda to the survey reports will be prepared to document the results.

Subtask 5.2 - Prepare Draft Project Description

UES will work with the City to prepare a draft project description including appropriate figures and tables. The project description will include the project location, project goals and objectives, including the relation to existing facilities, proposed project components, applicable Best Management Practices (BMPs), and project construction details, such as methods, site preparation, construction staging, workforce, and schedule. The description will also include information on proposed changes to operations and maintenance. Project description figures will delineate the project area, including staging areas and access routes. Preparing an adequate project description for the Brew Yard Development Project will require continuous input from the City as the planning process moves forward. The first draft will

include specific focus on the project elements that will be needed for the NOP, and will include figures depicting the proposed specific plan, improvements, as determined by the City. Copies will be provided to the City, for review and comment.

Upon receipt of one set of consolidated comments, the UES team will participate in a meeting with the City to review comments, confirm the project footprint and all offsite areas that would be affected, identify additional data needs, and reach agreement on other required elements needed for environmental analysis: the larger study area (for traffic, air quality, etc.), alternatives, and definitions of baseline and cumulative conditions.

The second draft of the project description will be responsive to the City comments, and incorporate information received at or after the meeting described above. All final changes to the specific plan, subdivision map, zone change, zoning code amendment, CUP mining operations and reclamation plan, must be provided and conveyed to UES before the team can complete this task. It will be critical to limit future project refinements at this point in order to complete the environmental analysis efficiently and prevent any rework. Upon receipt of one set of consolidated comments on the second draft, the UES team will revise the second draft and prepare a third draft of the project description, which is assumed to be suitable for use by resource specialists in completing their environmental analyses and identifying appropriate mitigation measures, if required.

A limited level of effort is included for minor additions/changes to the project description leading up to the submittal of the 1st Administrative Draft EIR. Substantive changes are not included in this scope of work.

Subtask 5.3 - Prepare 1st Administrative Draft EIR

Significance criteria will be drafted for each resource area, based on City guidance and relevant ordinances of Irwindale Municipal Code, as appropriate. This draft will be provided to the City for review and comment. Upon receipt of one set of consolidated comments, final significance criteria will be provided and included in the EIR.

The UES team will draft the cumulative impact scenario(s) for use by the technical resource specialists in analyzing environmental impacts of the proposed project. The scenario will include a list of other reasonably foreseeable projects in the vicinity of the proposed project. Based upon direction from the City, the Administrative Draft EIR may need to address the potential impacts of water, sewer, traffic, and power in the vicinity of the Brew Yard Development Project in the cumulative impacts analyses.

A draft of the cumulative impact scenario will be provided to the City for review and comment. Upon receipt of one set of consolidated comments, the final cumulative impact scenario will be provided electronically and included in the EIR. This will be the basis upon which cumulative impact analyses will be conducted by technical resource specialists.

The UES team will perform necessary analyses and prepare a 1st Administrative Draft EIR for review by City staff. We will work with City staff, through an iterative process, to develop feasible mitigation to address potentially significant adverse impacts. Mitigation may be incorporated into the project design (or project alternatives for the EIR). The significance of each impact after implementation of mitigation measures will be identified. The 1st Administrative Draft EIR for the proposed project will contain separate sections as follows, or as directed by the City. Assumptions are provided in Subsection 3 of this Scope of Work.

Table of Contents – including a list of figures, list of tables, and list of acronyms

1.0 **Executive Summary** – including the following subsections:

- 1.1 Introduction and Purpose of the Project
- 1.2 Project Description
- 1.3 Overview of Irwindale Urban Development
- Table summarizing impacts and mitigation measures

2.0 **Introduction** – including the following subsections:

- 2.1 Project Background
- 2.2 Purpose of the EIR
- 2.3 CEQA Process
- 2.4 Public Outreach
- 2.5 Organization of the EIR

3.0 **Project Description** – including the following subsections:

- 3.1 Introduction
- 3.2 Project Location
- 3.3 Project Objectives
- 3.4 Project Background
- 3.5 Proposed Project
- 3.6 Approvals/Permits Required

4.0 **Environmental Setting and Impacts**

Each resource subsection will discuss the regional setting, the project area setting, and the regulatory setting. An impacts subsection will first identify significance criteria, then identify and discuss impacts. Impacts will be analyzed for both construction and operation. Each subsection will be organized as follows:

4.X.1 Environmental Setting – This section will be based on the information developed in Task 3 and other information to be developed as needed.

4.X.2 Regulatory Setting – This section will be based on the information developed in Task 3 and other information to be developed as needed.

4.X.3 Impact Assessment – Each impact will be clearly described as a separately numbered succinct statement, followed by discussion as appropriate. Impacts will be categorized as (1) less than significant, (2) potentially significant, (3) significant before mitigation, or (4) significant and unavoidable.

The following subsections will be included:

- 4.1 Aesthetics
- 4.2 Air Quality
- 4.3 Biological Resources
- 4.4 Cultural Resources
- 4.5 Energy
- 4.6 Geology and Soils
- 4.7 Greenhouse Gas Emissions
- 4.8 Hazards and Hazardous Materials
- 4.9 Hydrology and Water Quality
- 4.10 Land Use and Planning
- 4.11 Mineral Resources
- 4.12 Noise
- 4.13 Public Services
- 4.14 Transportation
- 4.15 Tribal Cultural Resources
- 4.16 Utilities and Service Systems
- 4.17 Wildfire
- 4.18 Mining Engineering and Reclamation
- 4.19 Consequences of Project Implementation
 - Environmental Effects Found to be Less than Significant
 - Significant Environmental Effects that Cannot be Avoided
 - Significant Irreversible Impacts
 - Growth Inducement
 - Fiscal Impacts

5.0 Mitigation Measures

In this section, each impact will be identified, and the level of significance identified. If mitigation is identified in Chapter 4, the mitigation measures will be described, each separately identified and linked to the impact(s) they are intended to mitigate.

6.0 Alternatives Analysis

6.1 Introduction – This section will introduce the CEQA requirements for alternatives analyses, and reiterate the project objectives as a means to determine the reasonableness and feasibility of alternatives. It will describe the rationale for screening and selecting alternatives.

6.2 Alternatives Analysis – This section will consist of the subsections identified below. A summary matrix of the major characteristics of each alternative will be provided.

6.2.1 Introduction

6.2.2 Alternatives Analysis – Each alternative will be described; each build alternative being evaluated will include a description developed in concert with the City. A No Project Alternative will be defined as the existing conditions at the time the NOP is prepared, plus what would reasonably be expected to occur in the foreseeable future if the project were not approved. For each alternative, a qualitative analysis of the impacts of the alternative, by resource area, will be included, with emphasis on any significant environmental effects of the alternative, and any

significant environmental effects of the proposed project that would reduce to a less-than-significant level by the alternative, if any. This task assumes that no more than three alternatives, including the No Project Alternative, will be evaluated.

6.2.3 Comparison of Alternatives to the Proposed Project – A matrix will compare the environmental effects of each resource area for each alternative to the proposed project. The environmental effects and feasibility of each alternative will be summarized, and an environmentally superior alternative will be identified. The basis for selection will be described. If the No Project Alternative is identified as the environmentally superior alternative, an environmentally superior build alternative will also be identified.

6.2.4 Alternatives Identification and Screening – The process by which alternatives were identified and screened will be described.

6.2.5 Alternatives Considered But Eliminated from Further Consideration – Alternatives considered but eliminated from further consideration will be described. This information will be taken from the draft memorandum identifying alternatives to be evaluated, information from the Alternatives Analysis Report, or other documentation prepared by the Brew Yard Development Project planning team, if available, and consultation with the City. The rationale for screening and eliminating an alternative location will also be included.

7.0 Impact Overview

This section will identify significant and unavoidable impacts, and significant irreversible environmental changes.

8.0 Response to Comments

9.0 Organizations and Persons Consulted – Federal, State, Regional and Local.

10.0 List of Preparers – Lead Agency, and Technical Assistance.

11.0 References – References will be provided.

12.0 Acronyms and Abbreviations

Appendices – Appendices will be provided, based on input from the City. In addition to technical appendices that may be required, the appendices will include the NOP and Distribution List, and Responses to the NOP.

Task 5 Deliverables:

- Draft memorandum identifying alternatives to be evaluated and justification of the selected alternatives as they relate to the project description and project impacts (electronic)
- Draft and Final revised Environmental Survey Plan identifying environmental studies required for Alternatives Analysis, as needed (2 hard copies and 2 CD ROMs)
- Revised Draft and Final Cultural Resources Survey Plan, identifying additional cultural resources studies required for Alternatives Analysis as needed (2 hard copies and 2 CD ROMs)
- Draft and Final Addenda to environmental and cultural resources survey reports, if required (2 hard copies and 2 CD ROMs)

- First Draft Project Description (10 hard copies and 10 CD ROMs)
- Draft and Final Significance Criteria (electronic)
- 1st Administrative Draft EIR (10 hard copies and 10 CD ROMs)

TASK 6: PREPARE 2ND ADMINISTRATIVE DRAFT, SCREENCHECK DRAFT, AND DRAFT EIR

Subtask 6.1 - Prepare 2nd Administrative Draft EIR

The UES team will coordinate, review, and respond to comments from the City on the 1st Administrative Draft EIR, and will prepare a 2nd Administrative Draft EIR. The submittal will include a matrix identifying all comments and how they were addressed.

Subtask 6.2 - Prepare Screencheck Draft EIR

The UES team will coordinate, review, and respond to comments from the City on the 2nd Administrative Draft EIR, and will prepare a Screencheck (camera-ready) Draft EIR for approval. The submittal will include a matrix identifying all comments and how they were addressed.

Subtask 6.3 - Prepare City Project Manager/CEQA EIR Coordinator Review Draft EIR

The UES team will coordinate, review, and respond to comments from the City on the Screencheck Draft EIR, and will prepare a copy of the Draft EIR for City Project Manager/CEQA EIR Coordinator approval. The submittal will include a matrix identifying all comments and how they were addressed.

Subtask 6.4 - Prepare Draft EIR

The UES team will incorporate the City Project Manager/CEQA EIR Coordinator comments and prepare a Public Review Draft EIR.

Task 6 Deliverables:

- 2nd Administrative Draft EIR (10 hard copies and 10 CD ROMs)
- Screencheck Draft EIR (10 hard copies and 10 CD ROMs)
- City Project Manager/CEQA EIR Coordinator review Draft EIR (10 hard copies and 10 CD ROMs)

TASK 7: CIRCULATE PUBLIC REVIEW DRAFT EIR

Subtask 7.1 - Prepare and Circulate Notice of Completion and Draft EIR

The UES team will prepare a Notice of Completion, and produce and distribute the Public Review Draft EIR, as applicable, in accordance with CEQA requirements and the City's Municipal Code 16.01.110 - Notices requirements. In addition, the UES Team will prepare and submit a public notice advertisement to an appropriate local newspaper and provide public notice posting of the project site.

Subtask 7.2 - Public Comment Hearing

UES will prepare and submit a public notice advertisement providing notice of a public comment hearing on the Draft EIR. This scope assumes that the notice will be published in two newspapers. Three UES team members will participate in one planning meeting (under Task 1.3.3) to prepare for the public comment hearing; costs for attending the hearing are assumed under Subtask 1.3.5 above. Presentation materials, including audio/visual aids as needed, will be provided. Two UES team members will attend the Planning Commission's public comment hearing and will assist in responding to questions from the Commission or the public. Costs for meeting attendance are allocated under Subtask 1.3.7 above. A transcript of the public comment hearing will be provided.

Task 7 Deliverables:

- Draft EIR (assumes printing and distribution to appropriate parties; total 20 hard copies and 30 CD ROMs)
- Mandated public notices (e.g., Notice of Completion, Notice of public comment hearing) (electronic)
- Draft and Final Public Notice of Draft EIR and public comment hearing, placement of notice in a local newspaper, and proof of publication (electronic)
- Public notice of Draft EIR and public comment hearing at the project site (preparation, posting, and submittal of verification to the City) (2 hard copies and 2 CD ROMs, plus hard copies for posting)
- Draft and Final public comment hearing materials, including audio/visual aids, as needed (preparation, distribution, and presentation)
- Public hearing transcript (2 hard copies and 2 CD ROMs)

TASK 8: PREPARE RESPONSES TO COMMENTS DOCUMENT

Subtask 8.1 - Prepare 1st Administrative Draft Response to Comments Document

This subtask involves collecting, cataloging, and reviewing oral and written public and agency comments on the Draft EIR, and then preparing draft responses to those comments. As a result of comments received, refinements of the project description or alternatives may be necessary and will

be completed by UES as directed by the City Project Manager/CEQA EIR Coordinator and in consultation with City staff.

The draft responses prepared by the UES team will be incorporated into a 1st Administrative Draft Response to Comments document, which will include copies of comments received on the Draft EIR, responses to those comments, and an indication of any proposed changes to the text of the Draft EIR that result.

Subtask 8.2 - Prepare 2nd Administrative Draft Responses to Comments Document

The UES team will coordinate, review, and respond to comments from the City on the 1st Administrative Draft Responses to Comments Document, and will prepare a 2nd Administrative Draft Responses to Comments Document. The submittal will include a matrix identifying all comments and how they were addressed.

Subtask 8.3 - Prepare Screencheck Responses to Comments Document

The UES team will coordinate, review, and respond to comments from the City on the 2nd Administrative Draft Responses to Comments Document, and will prepare a Screencheck (camera-ready) Responses to Comments Document for approval. The submittal will include a matrix identifying all comments and how they were addressed.

Subtask 8.4 - Prepare ERO Review Responses to Comments Document

The UES team will coordinate, review, and respond to comments from City on the Screencheck Responses to Comments Document, and will prepare a copy of the Responses to Comments Document for City Project Manager/CEQA EIR Coordinator approval. The submittal will include a matrix identifying all comments and how they were addressed.

Subtask 8.5 - Prepare and Distribute Final Responses to Comments Document

The UES team will incorporate the City Project Manager/CEQA EIR Coordinator comments and prepare a final Responses to Comments Document, and will print and distribute the document to all commenters,

interested parties, and responsible and trustee agencies, in advance of the certification hearing at the Planning Commission and City Council.

Subtask 8.6 - Finalize Administrative Record

The materials collected under Subtask 1.4 will be indexed, collated, and reviewed for completeness, and printed and scanned onto a CD ROM.

Task 8 Deliverables:

- 1st Administrative Draft, 2nd Administrative Draft, Screencheck and Final Response to Comments document (10 hard copies and 10 CD ROMs)
- 2nd Administrative Draft EIR (10 hard copies and 10 CD ROMs)
- Screencheck Draft EIR (10 hard copies and 10 CD ROMs)
- ERO review Draft EIR (10 hard copies and 10 CD ROMs)
- Public Review Draft EIR (10 hard copies and 10 CD ROMs)
- Administrative Record (10 hard copies and 10 CD ROMs)

TASK 9: PREPARE MITIGATION, MONITORING AND REPORTING PROGRAM

The UES team will assist the City in the development of a draft and final Mitigation, Monitoring and Reporting Program (MMRP), and will assist the City in coordinating MMRP preparation with other City departments, and regulatory/approving agencies. The MMRP will identify mitigation measures necessary to minimize or reduce potential significant environmental impacts to a less-than-significant level. The MMRP will identify all construction and post-construction monitoring and responsible parties to meet environmental and regulatory requirements.

Task 9 Deliverable:

- Two Drafts and one Final MMRP (20 hard copies and 30 CD ROMs)

TASK 10: ASSIST IN APPROVAL OF EIR**Subtask 10.1 - EIR Certification Hearing**

Three UES team members will participate in one planning meeting to prepare for the EIR certification hearing; costs of attending the hearing are assumed under Subtask 1.3.5 above. Presentation materials, including audio/visual aids as needed, will be provided.

Two UES team members will attend the Planning Commission's and City Council EIR certification hearing, and will assist in responding to questions from the Commission, and Council, or the public. Costs for meeting attendance are allocated under Subtask 1.3.7 above. A transcript of the public comment hearing will be provided.

Subtask 10.2 - City Council Project Approval Meeting

Two UES team members will attend the Irwindale City Council meeting to consider approval of the proposed project, and will assist in responding to any questions by the Council or the public.

Task 10 Deliverables:

- Certification hearing materials, including audio/visual aids as needed (preparation, distribution, and presentation), as needed
- Assistance at public hearing including responding to questions
- Public hearing transcript (2 hard copies and 2 CD ROMs)

TASK 11: PREPARE AND DISTRIBUTE COMPILATION EIR**Subtask 11.1 - Screencheck Compilation EIR**

After certification of the CEQA document, an integrated Final EIR will be prepared, incorporating changes to the Draft EIR identified in the Responses to Comments into a single document, along with the Responses to Comments, and the City Council certification motion/resolution.

A 1st Screencheck Compilation EIR will be transmitted for internal (City staff) review. Upon receipt of one consolidated set of comments, a 2nd Screencheck

Compilation EIR will be prepared and transmitted for review.

Subtask 11.2 - Final Compilation EIR

Following approval of the 2nd Screencheck Compilation EIR, the final Compilation EIR will be prepared, printed, and distributed, in accordance with CEQA requirements and the City's administrative requirements.

Task 11 Deliverables:

- 1st Screencheck copy of Compilation EIR (2 hard copies and 2 CD ROMs)
- 2nd Screencheck copy of Compilation EIR (2 hard copies and 2 CD ROMs)
- Final Compilation EIR (20 hard copies and 30 CD ROMs)

TASK 12: PREPARE CITY'S SMARA SUBMITTALS

The UES team will assist the City in the preparation and submittal of necessary SMARA mining operations and reclamation plans being considered by the City to the Department of Conservation Division of Mine Reclamation (DMR), and the State Mining and Geology Board (SMGB) for technical review and comment on the CUP for the mining operations and reclamation plan associated with the Brew Yard Development Project. This task may also include coordination with the City Project Manager/CEQA EIR Coordinator and other City departments and regulatory/approving agencies, outreach and project meetings.

Therefore, it is assumed that UES will assist the City to prepare this SMARA CUP's Notice of Intent but that the mining operations and reclamation plan will be prepared by the Applicant and/or the mining operator who is requesting the CUP for mining operations and reclamation plan under the Brew Yard Specific Plan and Development Project. UES will provide assistance to the City, including attending meetings as defined in Task 1, and additional documentation, when necessary, to respond to requests by the DMR and SMGB. A level of effort has been assumed commensurate with active participation by the City engineer and planner. Data in GIS format using protocols compatible with the City's GIS system will be provided, if required.

The results of the field surveys will determine which other environmental regulatory agency permits or authorizations may be required. It was not evident from the materials provided in the RFP and a cursory windshield survey of the project area that wetlands would be affected. It is anticipated that some or all of the permits listed under as-needed tasks, below, may be required for the project. The applicability of all other permits will depend on the area of disturbance, and access and staging areas, or requires information regarding existing permits which was not provided in the RFP. Therefore, other permits are identified as as-needed tasks, below.

Task 12 Deliverables:

- Administrative Draft, Screencheck Draft, and Final DMR and SMGB Application for mining operations and reclamation plan under SMARA) (2 hard copies and 2 CD ROMs)
- Data in GIS format using protocols compatible with the City GIS system.
- Permit application materials (e.g. Wetland Delineation, Biological Assessments, Conceptual Revegetation Plan, Mitigation and Monitoring Plan) (Two Drafts and one Final)

As-Needed Tasks

Based on the results of the Environmental Surveys and identification of project impacts, the following tasks may be required:

- **As-Needed Task 12(a):** U.S. Army Corps of Engineers (Corps) – Section 404 Clean Water Act Permit (Nationwide Permit).
Deliverable: Administrative Draft, Screencheck Draft, and Final Permit Application (2 hard copies and 2 CD ROMs)
- **As-Needed Task 12(b):** U.S. Fish and Wildlife Service (USFWS) and NOAA Fisheries – Federal Endangered Species Act (FESA) Section 7 Consultation for terrestrial and aquatic species.
Deliverable: Administrative Draft, Screencheck Draft, and Final Biological Assessment (2 hard copies and 2 CD ROMs)
- **As-Needed Task 12(c):** Regional Water Quality Control Board (RWQCB) – Section 401 Water Quality Certification (or waiver).

Deliverable: Administrative Draft, Screencheck Draft, and Final Section 401 Water Quality Certification (or waiver) Application (2 hard copies and 2 CD ROMs)

- **As-Needed Task 12(d):** California Department of Fish and Game – Section 1602 Lake or Streambed Alteration Agreement.
Deliverable: Administrative Draft, Screencheck Draft, and Final Section 1602 Lake or Streambed Alteration Agreement Application (2 hard copies and 2 CD ROMs)
- **As-Needed Task 12(e):** California Department of Fish and Game – Section 2081 or 2080.1 California Endangered Species Act Compliance
Deliverable: Administrative Draft, Screencheck Draft, and Final Biological Assessment (2 hard copies and 2 CD ROMs)

2. RESOURCE AREA ENVIRONMENTAL ANALYSIS

UES team will present an easy-to-read Final EIR that will provide the audience with a clear understanding of the potential effects of the Brew Yard Development Project. The EIR will fully address the environment, as described by CEQA, as “the physical conditions which exist within the area which will be affected by a proposed project, including land, air, water, minerals, flora, fauna, noise, objects of historic or aesthetic significance.” A detailed analysis of impacts that could occur as a result of implementation of the proposed project and the alternatives will be presented for each resource area. Impacts will be assessed and described, and significance of impacts will be measured against criteria that have been established by regulation, accepted standards, or other definable criteria. In performing the environmental analysis, our UES team will rely on professional judgment, input from City staff members, performance of field surveys, and review of existing documentation and plans.

This subsection provides information regarding the technical approach to the various resource studies and analyses to be conducted under Tasks 3 and 5, which are generally described in *Task Descriptions* above. Under Task 3, the survey information will be collected as described below, and draft and final Survey Reports will be prepared.

Under Task 5, the Environmental and Regulatory Setting sections of the Draft EIR will be derived from the information in the Survey Reports. Project impacts will be analyzed, and feasible mitigation measures will be identified, if applicable and available.

The above tasks apply to all of the resource topics. A more specific description of the anticipated action related to collecting existing information and analyzing impacts is provided below.

AESTHETICS

The aesthetics section addresses the potential effects of the proposed Brew Yard Development Project on aesthetics (visual resources). This section describes existing regional visual character, visual resources, views of the project area from important vantage points, and the changes in these views that would occur with the implementation of the proposed Brew Yard Development Project.

Visual resources are the natural and cultural features of the landscape that can be seen and that contribute to the public's appreciative enjoyment of the environment. Visual resources, or aesthetic impacts, are generally defined in terms of a project's physical characteristics and potential visibility, and the extent to which the project's presence would change the perceived visual character and quality of the environment in which it would be located.

This section describes the visual resources setting of the project and the appearance of the proposed Brew Yard Development Project after buildout of the specific plan and analyzes the potential effects of the project on visual resources in terms of changes to the viewshed from Key Observation Points (KOPs) near the project. KOPs are strategic viewing points where there are significant numbers of public (sensitive) viewers and from which there would be a clear view of the project after construction. This analysis considers the existing visual setting and its visual character and scenic quality, the potential sensitivity of likely project viewers to changes in the viewshed, and the visibility or dominance of the project after construction.

AGRICULTURE AND FORESTRY RESOURCES

This section describes the proposed Brew Yard Development Project as it could affect agricultural and forestry conditions and describes applicable federal, state, and local farmland conservation policies. Information related to agricultural resources and zoning will be obtained from California Department of Conservation maps, and Irwindale General Plan and Zoning District maps. Site inspection of the proposed project specific plan planning area will document the existing conditions of the area and the surrounding land uses. Because there are no forest lands in or near proximity to the specific plan planning area, forest land discussion will be noted and not discussed further in this section. Likewise, the specific plan planning area no longer contains viable or significant agricultural soils due to historic mining and urbanization of the area. Therefore, the lack of agricultural resources will be documented, and no further discussion provided.

AIR QUALITY

UES will characterize the existing conditions in the project specific plan planning area, document findings, and accurately describe the air environment. The survey of existing air quality will include representative meteorological and ambient air quality monitoring data from the station(s) closest to the proposed project. A three-year summary of pollutant concentrations will be compiled to characterize existing air quality conditions, and the attainment status of the area with respect to state and federal standards. The study will present existing pollutant emissions from stationary and mobile sources in the area and will discuss how these pollutant emissions are reflected in ambient monitored concentrations. A regulatory and policy analysis will generally summarize local, state, and federal clean air legislation and will specifically discuss aspects of this legislation that would apply directly to the project. Emissions of pollutants associated with construction activities (fugitive dust and exhaust pollutants) will be estimated using appropriate emission factors for construction from the California Air Resources Board or the U.S. Environmental Protection Agency (EPA). The analysis approach will follow South Coast Air Quality Management District guidance. The effects from diesel particulate matter exhaust on cancer risk will be discussed qualitatively.

BIOLOGICAL RESOURCES

The UES Team will conduct a reconnaissance-level survey to determine the potential for jurisdictional wetlands and other waters of the U.S., assess the habitat potential for special-status species, and other potential issues that may occur as a result of the Brew Yard Development Project and new ingress/egress to the project site. UES' analysis of the biological resources will consider potential significant impacts to plant and animal species and their habitats. Of primary importance in this analysis are impacts to Federal and state endangered, threatened, and rare plant and animal species; fully protected species; species of special concern as designated by various organizations; other species meeting the criteria for "rare" or "endangered" as defined by *CEQA Guidelines* (14 CCR 15380); areas of critical concern; and biological resources of commercial or recreational importance.

CULTURAL RESOURCES

The cultural resources task includes archaeology, Native American coordination, architectural history, and paleontology.

Archaeology

UES will initiate a records search with the California Information Center of the California Historical Resources Information System, for both archaeological and historic architectural resources. This search will provide previously recorded sites, surveys and listings of properties on local, state, or federal registers. UES will also contact the California Native American Heritage Commission for a review of its Sacred Lands Files and a list of groups/individuals it believes should be contacted. UES will prepare a letter on behalf of the City to be sent to these groups/individuals soliciting any information or concerns they might have regarding the specific plan planning area. UES will conduct a pedestrian archaeological survey of the Area of Potential Effect (APE), after approval of the APE by the City.

Historic Architecture

UES will provide the information and analysis for historic era resources (buildings, structures, objects, sites, districts). This scope of work assumes that all relevant historical information at the City will also be made available.

Paleontological Resources

UES will complete a literature review and museum record search, followed by a field survey at the formations that have the potential to contain significant paleontological resources. The literature review will follow the recently signed into federal law, Paleontological Resources Preservation Act, CEQA, and guidelines developed by the Association of Environmental Professionals and the Society of Vertebrate Paleontology (SVP). Sedimentary rock units are classified by SVP as having (a) high (or known) potential for containing significant nonrenewable paleontological resources, (b) low potential for containing nonrenewable paleontological resources, or (c) undetermined potential. The paleontological assessment will provide an overview of the existing and regulatory paleontological sensitivity setting of the paleontological resources within the planned area of disturbance, and an assessment of project impacts.

ENERGY

This section contains a description of the potential of the Brew Yard Development Project on a short-term during construction phase, and on a long-term operational phase to waste energy, be inefficient, and unnecessarily consume energy. Public Resources Code Section 21100(b)(3) and Appendix F of the CEQA Guidelines requires a description (where relevant) of the wasteful, inefficient, and unnecessary consumption of energy caused by a project. This section will evaluate the energy impacts of the proposed Brew Yard Development Project. This section analyzes the energy implications of the project, focusing on the following three energy resources: electricity, natural gas, and transportation-related energy (petroleum-based fuels). This section includes a summary of the project's anticipated energy needs and conservation measures.

GEOLOGY, SOILS, AND SEISMICITY

An overview of the geologic, soils, and seismic setting of the project area will be documented. The existing characteristics that will be discussed include topography, regional geology, local geology, seismicity, and soils. Mineral resources will also be addressed.

In order to address these factors, data will be obtained from previous work conducted for the Brew Yard Development Project by the Applicant (Peer Reviewed Applicant Geotechnical Report) and geologic maps and reports from government agencies. Factors that will be considered in the impact analysis include surficial material (for example, expansive/compressive soils), proximity to active or potentially active faults, areas of landslide activity, unstable slopes, and potential areas for erosion problems. Reclamation plan and compaction of new fill and impact to re-use and development of fill areas. Potential loss of mineral resources will also be identified. This section will also address paleontological resources in the proposed specific plan planning area. Paleontological resources include any fossilized remains, traces, or imprints of organisms, preserved in or on the earth's crust, that are of paleontological interest and that provide information about the history of life on earth.

GREENHOUSE GASES

The analysis approach will follow South Coast Air Quality Management District guidance and the most current updates to the CEQA guidelines for Greenhouse gases. This section describes the potential effect on greenhouse gas (GHG) emissions as a result of implementing the proposed Brew Yard Development Project. In addition, this section provides a discussion of federal and state regulations regarding GHG emissions. Potential impacts to air quality, as a general matter, associated with implementation of the proposed Brew Yard Development Project, were previously discussed in the EIR. (See: Air Quality). Updates to the CEQA Guidelines, codified in March 2010, require lead agencies to consider the potential for a project to result in significant emissions of GHGs.

This GHG analysis is based on methodologies recommended by the California Air Pollution Control Officers Association (CAPCOA) CEQA and Climate Change white paper (2008) and adopted into the California Climate Action Registry General Reporting Protocol (2009). The analysis focuses on CO₂, N₂O, and CH₄ (reflected here in aggregate as CO₂e or CO₂ equivalent) as these are the GHG emissions with the greatest potential to be generated via onsite development. CalEEMod emissions modeling software (See: Air Quality) will be used to determine if GHG emissions associated with the Brew Yard Development Project

exceed established thresholds. Complete CalEEMod results and assumptions will be included in the EIR as an Appendix.

HAZARDS AND HAZARDOUS MATERIALS

UES will Peer Review the Applicant's Phase I Environmental Site Assessment (ESA) which will describe the known and potential sources of hazardous wastes in the project vicinity (i.e., with 1/8 mile of the Specific Plan planning area boundaries). Previous documents prepared by and for the City will be reviewed, as well as documents from the Department of Toxic Substances Control, RWQCB, and other regulatory agencies to determine the potential for encountering hazardous wastes within the project area. This information will be supplemented by a reconnaissance of the site.

Hazards related to the proposed land uses allowed by the Brew Yard Specific Plan primarily fall under two categories based on the origin of the hazard: (1) hazards created by project operations that impact facilities and/or people on the proposed specific plan area or nearby and (2) hazards created by nearby uses that impact the Brew Yard Development Project and/or people on or near the proposed specific plan planning area. Exposure to hazardous chemicals could fall under both categories (hazardous chemicals could originate onsite or offsite), whereas risk to people and property on the proposed specific plan planning area by proximity to airports would fall under the second category.

HYDROLOGY AND WATER QUALITY

UES will characterize the existing conditions and present an overview of the surface water hydrology, groundwater conditions, water quality (both surface water and groundwater) and regulatory setting relative to the specific plan planning area. UES will review and evaluate available data, reports, studies and mapping. Information and data to prepare this section includes that obtained from studies prepared by the Applicant and from publicly available sources. It is anticipated that the environmental analysis will focus primarily on construction-related impacts, reclamation plan impacts and mitigation measures (e.g., construction BMPs).

LAND USE AND PLANNING

This section analyzes the potential impacts on land use and planning that may result from the proposed Brew Yard Development Project. The discussion will be based primarily on observations made during site visits, as well as other available land use planning documentation from the current Irwindale General Plan. The goals and policies of the Irwindale General Plan are implemented by zoning regulations found in Irwindale Municipal Code Title 17, Zoning. Each area within the City is assigned a land use plan designation and zoning classification, which describes the standards for use or development. The zoning regulations set forth development standards for such items as building height, property-line setbacks, and landscaping. This section will discuss existing environmental conditions in the affected environment, evaluate the project's consistency with applicable goals and policies, identifies and analyzes environmental impacts, and recommends measures to reduce or avoid adverse impacts anticipated from project implementation.

MINERAL RESOURCES

This section describes the existing environment and regulatory setting in regard to mineral resources. It also describes the impacts on mineral resources that would result from implementation of the proposed project and any necessary mitigation measures that would reduce these impacts. This section describes mineral resources in the City and analyzes the potential impacts on mineral resources that may result from the proposed Brew Yard Development Project. The discussion is based primarily on United States Geological Survey topographic and geologic maps, information contained in the Irwindale General Plan, California Department of Conservation (CDOC) and other available mineral resource literature.

MINING ENGINEERING AND RECLAMATION

SMARA of 1975 states that the extraction of minerals is essential to the continued economic well-being of the state and to the needs of the society, and that the reclamation of mined lands is necessary to prevent or minimize adverse effects on the environment and to protect the public health and safety. Therefore, UES will apply professional knowledge of mining engineering and principles of mathematics, chemistry,

geology, and engineering to mining technology in reviewing the proposed construction and excavation methods, materials handling, and the processes involved in preparing mined materials for use to evaluate impacts under CEQA. This section will address the efficient removal, and transportation of mined material to the point of use; conservation and development of mineral lands, materials, and deposits; and the health and safety of mine workers. UES will validate the mine plan and reclamation plan in regard to safety, economics, and environmentally sound sustainable mining operations, and meeting the requirements of SMARA, DMR, and SMGB approvals.

The timing and quality of environmental and engineering studies is critical to the objective evaluation of environmental risks and accurately determining short- and long-term operating and closure costs for inclusion in project financial models. UES will provide an Engineering Evaluation and Cost Analysis (EE/CA) for the proposed Brew Yard mining and reclamation plan. The EE/CA will be prepared in accordance with the Non-Time Critical Removal Action process described in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

The EE/CA will evaluate alternative options for addressing mining-related impacts to the environment identified above and addressed in the proposed reclamation plan and mining plan. The objective of the EE/CA is to develop and present reclamation options that may be implemented to reduce or eliminate potential human health and environmental risks posed by the mining-related impacts and to present a comparative analysis of these options based on their relative effectiveness, implementability, and costs.

UES will also utilize the ASTM2001 Standard Guide for Estimating Monetary Costs and Liability for Environmental Matters (E-2137-01) for deriving the expected value of the proposed mine, most likely value, range of values, and known minimum value. Such values will be utilized to determine the financial ability of the mine to finance environmental liabilities and validate appropriate performance bond amounts or mining environmental liability insurance. UES will utilize ASTM2001 Standard Guide for Disclosure of Environmental Liabilities for this portion of the evaluation (E2173-01).

NOISE

The *Irwindale Municipal Code Title 9 Public Peace, Morals and Welfare, Chapter 9.28 Noise Regulation* will be reviewed by UES to determine the existing regulatory noise and vibration thresholds. One-hour and 24-hour field testing will be conducted at multiple locations in the specific plan planning area and at sensitive receptor locations. The data will be analyzed to establish the baseline environmental noise condition. Construction and mining plans will be reviewed and expected construction schedule/equipment usage information will be extracted. Anticipated new noise and vibration sources during project operation will also be determined, with input from the City. The construction and permanent noise and vibration sources will be applied to simplified noise and vibration propagation models, and the results will be analyzed. The predicted noise and vibration data will be compared against both the existing baseline ambient data and the relevant noise and vibration thresholds. Magnitudes of noise and vibration impacts, if any, will be reported at all boundaries or relevant receptors. UES will describe the existing noise conditions on the project site, the regulatory setting, the impacts of the project, and feasible mitigation measures to reduce impacts.

POPULATION AND HOUSING

This section will describe population and housing in the City and analyze the potential impacts on population and housing resources that may result from the proposed Brew Yard Development Project. The discussion is based primarily on information contained in the State of California Department of Finance, and other available population and housing literature pertinent to the proposed Project and City. It is anticipated that the Brew Yard Development Project would have no effect on regional population or housing, and that it would have a beneficial effect (not an adverse impact) on regional employment. Nonetheless, the EIR would document local population, housing, and labor force conditions to support these findings and describe the employment and income benefits associated with the project.

PUBLIC SERVICES

This section will describe the existing public services and facilities and analyze the specific plan build out potential effects on these resources that may occur with the implementation of the proposed Brew Yard Development Project. Growth and development can directly impact the delivery of critical City and County services to residents, workers, and visitors. These services include police and fire protection, law enforcement, public works, planning, water and wastewater treatment, libraries, schools, parks, medical services, solid waste/recycling, and other public services. The location of development is guided by the Irwindale General Plan, which considers the spatial relationship of urban activities and the delivery of public services. This section will also describe relevant environmental and regulatory settings and discuss mitigation measures to reduce impacts, where applicable.

RECREATION

This section will address the potential impacts that the proposed Brew Yard Development Project would have on the recreation needs of the City. This section discusses potential impacts to recreation resources and open space in the vicinity of the proposed Project. As a basis for evaluation, the affected environment section will summarize existing conditions related to the proposed project characteristics and recreation providers. Information for this section will be obtained from the Irwindale General Plan and from Google maps.

TRANSPORTATION

UES will coordinate with the City in preparing a traffic study of the proposed Project. UES will conduct a site reconnaissance of the roadways in the vicinity of the project site in order to characterize traffic/transportation conditions and will obtain available traffic volume data on City roads and the two Interstate Freeways, 605 and 210, adjacent to the Brew Yard Specific Plan planning area. Peak period operations at the intersection of all roads providing access to Brew Yard Specific Plan planning area in coordination with Caltrans and Irwindale Public Works Department will be analyzed. Based on information on existing transportation conditions and project information, UES will assess the transportation impacts (i.e., traffic, transit, pedestrian, bicycle and parking) associated

with construction and operation of the project. This section will present information on traffic and transportation as required by CEQA regulations.

TRIBAL CULTURAL RESOURCES

This section will assess the tribal cultural resources within the vicinity or within the proposed Brew Yard Development Project area which could be adversely affected. This section fulfills the requirements of AB 52 (Chapter 532, Statutes 2014) by documenting the inclusion of tribal cultural resources early in the CEQA process, to ensure that local Tribal governments and public agencies identify and address potential impacts to tribal cultural resources. Tribal cultural resources are defined by the Public Resources Code Section 21074 as *"Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a tribe that are listed, or determined to be eligible for listing, in the national or state register of historical resources, or listed in a local register of historic resources."* Furthermore, a tribal cultural resource could be a resource that the lead agency (City of Irwindale) determines in its discretion is a tribal cultural resource.

AB 52 consultation letters will be sent out to all tribal councils based on a list provided by the Native American Heritage Commission (NAHC). UES will send project scoping letters to the tribal contacts listed by the NAHC. UES will make follow-up phone calls. UES will search cultural literature, the Sacred Lands File records, and conduct an intensive-level pedestrian survey of the proposed specific plan planning area. Tribal cultural resources analysis will be completed in compliance with the CEQA.

UTILITIES AND SERVICE SYSTEMS

This section will assess the existing public utilities and service systems that support the proposed Brew Yard Development Project, identify the potential impacts posed by the Project, and present recommended mitigation where necessary. The public utilities and services analyzed in this section will include electricity, gas, water, wastewater, stormwater, and solid waste. Each subsection describes the utility, the provider of the utility, and the infrastructure of the utility as it relates to the proposed Specific Plan planning area. Assessment of the proposed Brew Yard Development Project on utilities (water, wastewater,

storm drainage, solid waste) and energy providers (electricity) varies depending on the utility, but generally includes a comparison of the project generated demand against existing and anticipated resource supplies and/or conveyance capacity. Quantifications of demands and generations will be included based on factors provided by the applicable agencies.

WILDFIRES

This section will assess the risk of wildfires impacting the operations of the proposed land uses allowed under the Specific Plan, and identifies the potential impacts posed by the proposed Brew Yard Development Project and presents recommended mitigation where necessary. This section will comply with California Government Code Sections 65040.20 and 66474.02 and the California Public Resources Code Section 21083.01, relating to fire hazard impacts of new projects.

3. ASSUMPTIONS

GENERAL

- Access to the site will be the responsibility of the City.
- Once the project description and alternatives are approved for use in the EIR, it is assumed that they will not change sufficiently thereafter to require redoing the environmental analyses.
- Additional review cycles not identified in this Section would be considered a change in scope.
- The cost estimates for permits will be revisited with the City once the nature and extent of permits are known.
- The CEQA statute or guidelines may change during the course of this project. If such amendments require redoing work already performed or substantial increase in effort, this would be considered a change in scope.

TASK 1: PROJECT MANAGEMENT

- The hours allotted for meetings include, in addition to the length of the meeting specified in the RFP, time for preparation of agendas and other required information, travel time to and from Irwindale offices and UES offices in Irvine, and preparation of meeting notes including action items.

- Meetings will generally be attended by the Project Manager and the Deputy Project Manager.
- For meetings under Subtasks 1.3.3 (Project Team Meetings), 1.3.5 (Additional Meetings as Requested), and 1.3.8 (Meetings with Other Agencies), an allowance is made for an additional person to attend some of these meetings, as described in *Task Descriptions*, Subsection 1. It is assumed that technical consultation sometimes requires a resource expert's attendance. We have estimated hours for such attendance; actual requirements could vary depending on the issue, and such attendance could be less than or greater than the estimate.
- GIS Coordination and Mapping (Subtask 1.3.9), is added to allow for initial coordination with Irwindale's GIS staff for the project, to confirm protocols, to import the City's existing GIS information for the project, and to create base maps for task leaders.
- The Administrative Record will not include permitting, per answers to questions submitted to the City.

TASK 3: PREPARE ENVIRONMENTAL & CULTURAL RESOURCES SURVEY PLANS/ REPORTS

- All draft plans and reports are assumed to undergo one review cycle. Changes in input from City, or changes in the project, will be out of scope.
- Reports will be prepared:
 1. Environmental Survey Reports, to include all studies listed under Subtask 3.1 above, excluding Cultural Resources Survey Plan
 2. Cultural Resources Survey Plan

RESOURCES ANALYSIS (TASKS 3 & 5)

Land Use and Recreational Resources

- Pertinent land use plans can be found online and will not have to be purchased.

Aesthetics

- Visual simulations are not included in the scope of work.

Biological Resources

- Access to the site will be the responsibility of the City.
- Pre-construction surveys are not included as part of this scope.
- Protocol-level surveys for special-status species are not included as part of this scope.
- We assume one round of comments from the City.

Cultural Resources

- The Brew Yard Development Project area will require complete archaeological survey.
- No more than one archaeological resource will be identified during the completion of the archaeological survey.
- For these efforts, all archaeological sites unless proven otherwise shall be assumed to be significant (i.e., CRHR and/or NRHP eligible). No resource evaluation is proposed.

Geology and Soils

- Existing references are adequate to describe conditions.
- No subsurface exploration is included in the scope of work.
- Use of the Applicant Geotechnical Report will be adequate.

Hazards and Hazardous Materials

- Use of the Applicant-provided Phase I ESA will be adequate.
- UES assumes the Applicant did an EDR search that will include a search radius of 0.25 mile from the specific planning area. Includes five (5) aerial maps, five (5) topographic maps, and five (5) Sanborn maps.
- Files reviewed for up to 10 sites at the regulatory agencies.
- One site visit and one interview with site personnel on historical and current site uses are included in order to conduct a Peer Review of the Applicant-provided Phase I ESA.

Hydrology and Water Quality

- UES will rely on the Peer Reviewed Hydrology Report and such report is data adequate for purposes of CEQA documentation and evaluation of the proposed project.
- Project area, access roads, and staging areas are identified prior to the start of this task.
- No hydraulic modeling, floodplain modeling, or groundwater modeling by UES will be required.

Air Quality

- The analysis and reporting of greenhouse gases is assumed to follow the current South Coast Air Quality Management District guidance in place at the beginning of this task. If such guidance is updated again, the scope and cost for this analysis could change; this would be an out-of-scope effort.

Noise and Vibration

- The City will coordinate access to all sites/locations for testing.
- The site will be determined to have no significant noise or vibration impacts, requiring development of mitigation measures.

TASK 4: CEQA PUBLIC INVOLVEMENT

- The mailing list is assumed to contain approximately 50 entities.
- No updates to the mailing list are assumed.

TASK 5: PREPARE 1ST ADMINISTRATIVE DRAFT INITIAL STUDY

- Up to three alternatives, including the No Project Alternative, are described.
- No hours estimates are provided for revisions to the Environmental or Cultural Resources Survey Plans, or Addenda to survey reports, as it is not known if this will be necessary or what the level of effort will be. This depends up on project description information provided by the City.

TASK 6: PREPARE 2ND ADMINISTRATIVE DRAFT, SCREENCHECK DRAFT, AND DRAFT INITIAL STUDY

- Complete and thorough comments will be provided at each review stage, so as to avoid rework.

TASK 8: PREPARE RESPONSES TO COMMENTS

- The hours estimate for the responses to comments memorandum will be revisited with the City after comments are received. This amount could decrease or increase, depending on the nature and quantity of comments received.

TASK 12: PERMITTING

- The City will pay all agency permitting fees.
- It is assumed, a screencheck review of all permit applications is added to the scope of work.
- A level of effort is estimated for all permit applications and follow-on assistance to the City. The actual level of effort will depend on the complexity of the permit or SMARA application, the stability of the project description, and potentially other issues outside of UES' control.
- Hours are included for one site visit/meeting with regulatory agencies.
- It is assumed that project construction would not require placement of fill-in jurisdictional wetlands or waters of the U.S. or state. Therefore, mitigation for wetland impacts is not anticipated. However, if mitigation were required for impacts to waters of the U.S., the City would need to purchase credits from a Corps-approved mitigation bank. The proposed scope and cost estimate does not include the cost to acquire mitigation credits or the development of a detailed mitigation plan.
- Access to the sites will be provided by the City.
- Pre-construction surveys are not included as part of this scope.
- Protocol-level surveys for special-status species are not included as part of this scope.
- Specific Plan would avoid known archaeology sites and mitigate impacts to historical resources. SHPO consultation associated with a Finding of Adverse Effects would require additional budget.

EXHIBIT "B"

SPECIAL REQUIREMENTS

Section 5.3 "Performance Bond" was removed from the contract. The original language has been struck through. The section order has been updated and Section 5.3 is now "Indemnification."

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.~~

EXHIBIT "C"

SCHEDULE OF COMPENSATION/BUDGET

- I. **Consultant's proposed budget for services related to the EIR is as follows:**



Estimated Cost "Not-to-Exceed" Spreadsheet

Title	Rate	Labor Hours												Labor Hours	Labor Cost
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12		
Principal II	\$205	40	16	8	12	40	8	2	40	4	4	4	4	182	\$37,310
Senior Project Manager I	\$175	8	16	8	12	40	8	2			4	4		106	\$18,550
Senior Project Engineer II	\$175	8	16	8		40	8	2					4	86	\$15,050
Project Archeologist	\$155		8	80		40								128	\$19,840
Project Engineer I	\$145		8	80		40							32	160	\$23,200
Project Biologist	\$145		8	80		40								128	\$18,560
Senior Geologist I/Env Planner	\$135	40	16	80	32	40	40	8	40	40	4	24	32	396	\$53,460
Geologist II	\$135					40								40	\$5,400
Geologist I	\$125					40								40	\$5,000
Senior Technical Writer II	\$85			8	4	40	20		8	4		8	8	100	\$8,500
Senior CAD/GIS Technician II	\$150			40	4	40						4	4	92	\$13,800
Senior Project Administrator II	\$75					40								40	\$3,000
Project Administrator II	\$105					40	8		8	4	4	4		68	\$7,140
Project Administrator I	\$100			8	4	24						4	4	44	\$4,400
Senior Clerical Staff II	\$75	8	4	8	4	24	8	2	8	4	4	4	4	82	\$6,150
Total Hours		104	92	408	72	568	100	16	104	56	20	56	96	1692	
Total Cost		\$15,800	\$14,900	\$58,920	\$11,870	\$76,600	\$12,980	\$2,340	\$15,720	\$7,280	\$2,780	\$7,160	\$13,160		\$239,510

Proposal Number 4240.623.00003
Project Name Irwindale Brew Yard Development Project EIR
Project Manager Brent L. Moore, CEP

Labor Costs \$239,510
Direct and Misc. Expenses \$ 10,000
TOTAL TASK ORDER AMOUNT \$249,510

TASK ORDER - TASKS
 Task 1: Project Management, Coordination, Consultation, and Work Plan
 Task 2: Review Background Information and Peer Review Applicant Environmental Technical Reports
 Task 3: Conduct Environmental Surveys and Prepare Studies
 Task 4: CEQA Public Involvement
 Task 5: Prepare 1st Administrative Draft EIR
 Task 6: Prepare 2nd Administrative Draft, Screencheck Draft, and Draft EIR
 Task 7: Circulate Public Review Draft EIR
 Task 8: Prepare Responses to Comments Document
 Task 9: Prepare Mitigation, Monitoring and Reporting Program
 Task 10: Assist in Approval of EIR
 Task 11: Prepare and Distribute Compilation EIR
 Task 12: Prepare City's SMARA Submittals

TOTAL ESTIMATED BUDGET - \$249,510

- II. 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.**
- III. 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.
- IV. 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 two (2) years from the date hereof,**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

WORK PRODUCT OR MILESTONE	ESTIMATED COMPLETION IN WEEKS	BEGINNING AND ENDING DATES	YEAR
City of Irwindale Notice to Proceed	1	October 11 to October 13	2023
Task 1 Management, Coordination, Consultation, and Work Plan	54	October 2023 to December 2024	2023-2024
Task 2 Review Background Information and Peer Review Applicant Submitted Reports/Prepare Project Description	2	October 16 to October 30	2023
Task 3 Conduct Environmental Surveys and Prepare Studies	16	November 6 to February 16	2023-2024
Task 4 CEQA Public Involvement/CEQA Scoping Meeting	4	October 31 to November 16	2023
Task 5 Prepare First Administrative Draft EIR	16	February 16 to May 30	2024
Task 6 Prepare Second Administrative Draft, Screencheck Draft, and Preliminary EIR	12	July 1 to September 30	2024
Task 7 Circulate Public Review Draft EIR	5	October 1 to November 1	2024
Task 8 Prepare Responses to Comments Document	5	November 4 to November 11	2024
Task 9 Prepare Mitigation Monitoring and Reporting Program	12	July 1 to September 30	2024
Task 10 Assist Irwindale with Approval of EIR	2	November 11 to November 25	2024
Task 11 Prepare and Distribute Final Compilation EIR	2	November 26 to December 9	2024
Task 12 Preparation of Submittal of SMARA CUP Mining Operations and Reclamation Plan to DMR and SMGB	24	June 1 to November 26	2024

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

City of
IRWINDALE
AGENDA REPORT

CC Item 8

Date: October 11, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request to Approve a Project Reimbursement Agreement between the City of Irwindale and IBY Property Owner, LLC ("Owner") for the reimbursement of costs associated with processing and negotiating permits, entitlements, and proposed Conditions of Approval, including CEQA, City Attorney, and contract planning costs associated with a proposed specific plan that includes the construction of a warehouse distribution center/industrial park totaling up to ±3,000,000 square feet with associated parking, and on-site mining and reclamation activities for property located at 15801 First Street (APNS 8533-009-025, 8533-009-026, 8533-009-027, 8533-009-028 & 8533-009-029).

City Manager's Recommendation:

That the City Council approve the attached Project Reimbursement Agreement with IBY Property Owner, LLC for the reimbursement of costs associated with processing and negotiating permits, entitlements, and proposed Conditions of Approval of the Project, including 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 and contract services, including but not limited to planning and geotechnical.

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development
Director
(626) 430-2209

Electronically Approved

Prepared by:

Brandi Jones, Senior Planner



Reviewed by:

Adrian R. Guerra, City Attorney

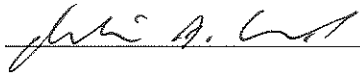
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



BACKGROUND

Yellow Iron Real Estate, LLC, the Applicant, submitted a request to create a specific plan that includes the construction of a warehouse distribution center/industrial park totaling up to ±3,000,000 square feet with associated parking, and on-site mining and reclamation activities for property located at 15801 First Street (APNS 8533-009-025, 8533-009-026, 8533-009-027, 8533-009-028 & 8533-009-029), in the M-2 (Heavy Manufacturing) zone (Project). The application includes a request for a Specific Plan, General Plan Amendment, Zone Change, Zone Ordinance Amendment, Tentative Parcel Map, Conditional Use Permit and the environmental analysis, which is required under the California Environmental Quality Act (CEQA) for land use entitlements.

The subject Project Reimbursement Agreement, which is attached for consideration, will reimburse the City for any fees incurred from consultants and attorneys as the City may require to process and negotiate permits, entitlements, and proposed Conditions of Approval of the proposed project. It will also reimburse the City for the environmental consultant, CEQA review and contract services, including but not limited to contract planning services and geotechnical review services. Staff is proposing the retention of Universal Engineering Sciences (UES), Inc. as a consultant to perform the environmental services for the proposed project. The contract with Universal Engineering Sciences (UES), Inc. for these services is being considered separately by the City Council and will be funded by the Developer through the Project Reimbursement Agreement.

FISCAL IMPACT

The City's General Fund will not be impacted. The Applicant will provide a deposit of \$399,372.80 as an initial deposit to cover the estimated cost for this consultant's work. The deposit amount represents the \$249,510.00 contract service agreement by and between the City and Universal Engineering Sciences (UES), Inc., plus the required 28% administrative fee of \$69,862.80, \$30,000 for additional contract planning services, \$30,000 for additional geotechnical review services, and \$20,000 for legal review. Additional supplemental deposits may include costs for Universal Engineering Sciences (UES), Inc.'s work as well as for any work by other consultants and attorneys retained for the proposed project.

ATTACHMENT

A. Project Reimbursement Agreement with IBY Property Owner, LLC

ATTACHMENT "A"
PROJECT REIMBURSEMENT AGREEMENT

THIS PROJECT REIMBURSEMENT AGREEMENT (this "Agreement") is made as of October 11, 2023, by and between the City of Irwindale, a California municipal corporation ("City"), and IBY Property Owner LLC, a California limited liability company, ("Developer").

RECITALS

A. Developer has submitted to City an application to create a specific plan that includes the construction of a warehouse distribution center/industrial park totaling up to ±3,000,000 square feet with associated standard vehicle and trailer parking, and on-site mining and reclamation activities for property located at 15801 First Street ((APNS 8533-009-025, 8533-009-026, 8533-009-027, 8533-009-028 & 8533-009-029) ("Project").

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 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 the environmental document 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 environmental

document 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 shall be responsible for, and shall reimburse City for, all direct and indirect costs, fees and expenses of City related to review and City's undertaking of the planning, design, and permitting for the Project, including processing and negotiating any permits, entitlements and proposed conditions of approval for the Project. Developer's reimbursement shall be inclusive of any City efforts to facilitate the review and approval of the Project by other agencies, as may be needed, and the processing of the approvals which requires an analysis and approval under CEQA laws and regulations (the "City Costs"). City Costs include, but are not limited to: (a) City Attorneys' fees, at a rate not to exceed \$350.00 per hour including but not limited to, for drafting, negotiating and reviewing this Agreement, contracts with Consultants, contracts with other agencies and public agencies, and any documents that the City deems necessary in connection with undertaking of the planning, design, permitting, and for the processing of the Project approvals, (b) staff time required for drafting, negotiating and reviewing this Agreement, contracts with Consultants, and contracts with other agencies and public agencies, and any documents that the City deems necessary in connection with undertaking of the processing, planning, design, and permitting for the Project; and (c) all costs associated with Sections 2(a) and 2(b) above, including consultant costs and fees; (d) all costs related to studies, reports and design services for the development of any Project-related infrastructure; (e) all costs related to investigations of the Property or the Project; and (f) any other fees and costs deemed necessary by the City in order to process, review, or act upon or complete the Project. Developer's obligation to deposit and reimburse City Costs are in addition to Developer's duty to indemnify, defend, and hold harmless City, as set forth in Section 8, below.

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 THREE HUNDRED AND NINETY-NINE THOUSAND AND THREE HUNDRED AND SEVENTY-TWO DOLLARS AND EIGHTY CENTS (\$399,372.80) ("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 environmental document 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 environmental document 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 Environmental 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 Environmental 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:

IBY Property Owner, LLC
Attn: Adam Sher
110 East Houston Street, 3rd Floor
San Antonio, Texas 78205

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 environmental document 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 R. Guerra, City Attorney

“DEVELOPER”:

IBY Property Owner LLC, a California
limited liability company

By: _____
Name: Adam Sher
Title: President
Address: 110 East Houston Street,
3rd Floor
San Antonio, Texas 78205

By: _____
Name: Justin Burden
Title: General Counsel
Address: 110 East Houston Street,
3rd Floor

San Antonio, Texas 78205

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.

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Signature: _____

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☐ 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

Date: October 11, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Acceptance of California Office of Traffic Safety (OTS) Federal Grant Funds in the amount of \$104,000 for Traffic Safety Education and Impaired driving enforcement.

City Manager's Recommendation:

Adopt Resolution No. 2023-75-3453 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2023-2024 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) SUB-RECIPIENT AGREEMENT BETWEEN CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) AND THE CITY OF IRWINDALE AND APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FEDERAL GRANT FUNDS IN THE AMOUNT OF \$104,000 FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)"

Administrative Action:

Submitted by:

Chris Hofford, Chief of Police
(626) 430-2234

Electronically Approved

Prepared by:

Manny Campos, Police Sergeant

Electronically Approved

Reviewed by:

Adrian Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

K. Borhani

Approved by:

Julian A. Miranda, City Manager

Julian A. Miranda

Background and Analysis:

The Irwindale Police Department ("IPD") applied and participated in a competitive grant process offered through the California Office of Traffic Safety (OTS). The Board of Directors approved the IPD's grant request in June of 2023 for \$104,000.

The funding program titled, Selective Traffic Enforcement Program (STEP), will fund officers on an overtime basis to enforce drunk/impaired driving, distracted driving, and court sting operations and provides educational presentations to the local community. The grant also includes training for officers in drug recognition, standardized field sobriety testing and advanced roadside impaired driving enforcement. The grant will also allow Irwindale Police Officers to focus on deadly street racing. The grant includes \$12,000 for the Irwindale Police Department to acquire a new Radar Trailer to help educate and reduce speeding vehicles traveling through our city streets.

The goal of the Irwindale Police Department is to reduce the number of injuries and deaths caused by drunk and impaired drivers and to improve the quality of life of those who drive the City's streets every day. It will also help officers enforce intersection takeovers by street racers.

STEP is scheduled to begin after City Council adoption, and will operate for one year.

Fiscal Impact:

There will be no fiscal impact to the General Fund, as the grant operations are fully funded through the Federal OTS grant in the amount of \$104,000.

Attachments:

2023-2024 Selective Traffic Enforcement Program (STEP) Sub-recipient agreement between California Office of Traffic Safety (OTS) and the City of Irwindale.

RESOLUTION NO. 2023-75-3453

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2023-2024 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) SUB-RECIPIENT AGREEMENT BETWEEN CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) AND THE CITY OF IRWINDALE, AND APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FEDERAL GRANT FUNDS IN THE AMOUNT OF \$104,000 FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)

WHEREAS, the Irwindale Police Department wishes to enhance the quality of service to the community by seeking grant funds to supplement the Police Departments budget; and

WHEREAS, the Irwindale Police Department applied and participated in a competitive grant process offered through the California Office of Traffic Safety (OTS); and

WHEREAS, the City of Irwindale Police Department was approved for funding in the amount of \$104,000 through a grant by the State of California Office of Traffic Safety for the enforcement of drunk and impaired driving, distracted driving, court sting operations and providing educational presentations to the community. The program also seeks to prevent street racers through the city streets of Irwindale; and

WHEREAS, the Irwindale Police Department will utilize the funding over a period of one year to administer the grant and implement educational and enforcement programs designed to reduce the number of injuries and deaths caused by drunk and impaired drivers. This grant will also help Irwindale Police Officers improve the quality of life of those who drive the City's streets every day.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES DETERMINES, AND ORDERS AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council of the City of Irwindale hereby approves and accepts the grant of \$104,000 from the California Office of Traffic Safety. The FY 2023-2024 Office of Traffic Safety Federal Grant funds are hereby appropriated to be used for grant management and administration, and the implementation of educational and enforcement programs designed to deter drunk and impaired drivers. Of the \$104,000 federal grant award, \$84,000 will be overtime expenses, \$4,500 will be for training expenses, and \$3,500 will be used for operating supplies and expenses during the grant period. Additionally,

\$12,000 of the grant funds shall be appropriated for the purchase of a new radar trailer to help educate motorists and reduce incidents of speeding vehicles.

SECTION 3. The City Council hereby approves, and the City Manager is authorized to sign the 2023-2024 Selective Traffic Enforcement Program (STEP) Sub-recipient agreement between California Office of Traffic Safety (OTS) and the City of Irwindale, attached hereto as Exhibit "A". City staff are hereby authorized to take all steps necessary to carry out the intent and purposes of this resolution.

SECTION 4. 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 11th day of October, 2023

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 Nieto, Chief Deputy Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-75-3453 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 11th day of October, 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: 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: October 11, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Rejection of Claim: Anthony Carruthers vs. City of Irwindale.

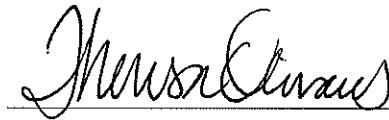
City Manager's Recommendation:

Staff recommends City Council (1) Reject the claim of Anthony Carruthers vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

Administrative Action:

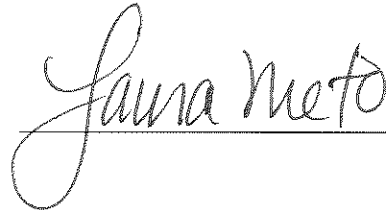
Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk



Reviewed by:

Adrian R. Guerra, City Attorney

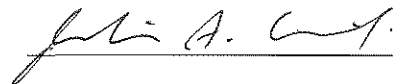
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On August 31, 2023, the City received a claim for damages from claimant Anthony Carruthers. Claimant Carruthers alleges that while driving on the 210 freeway, a metal object in the road either came off of or was struck by an Irwindale Police Department vehicle, and then struck his vehicle, causing damage to the grill of his car.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended the rejection of the claim. Their recommendation is made on the basis that the City does not own, control, or maintain the 210 Freeway and the object that caused the damage is not associated with a City vehicle. Moreover, the City did not have prior notice of the object. Accordingly, staff is recommending that the City Council reject the claim and direct staff to send a standard letter of rejection. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None.

Attachment:

Recommendation for Rejection
Claim for Damages received August 31, 2023



A  VENBROOK Company

October 3, 2023

TO: City of Irwindale

ATTENTION: Laura Nieto

RE: Claimant	:	Anthony Carruthers
Member	:	City of Irwindale
Date Received	:	8/31/2023
Date of Event	:	7/28/2023
CW File Number	:	CJP-3049665

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

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

Please include a Proof of Mailing with your rejection notice to the claimant. An exemplar copy of a Proof of Mailing is attached. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions feel free to contact the assigned adjuster or the undersigned claims specialist.

Best Regards

CARL WARREN & CO.

Glen Raphael

Glen Raphael
Senior Claims Examiner

PO Box 2411, Tustin, CA 92781
T: 657-622-4200 | F: 866-254-4423 | www.carlwarren.com
CA License #2607296

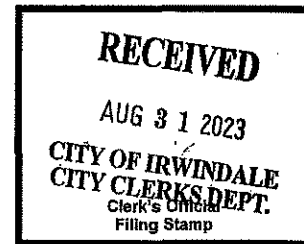


CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

INSTRUCTIONS

1. Claims for death, injury to person or to personal property must be filed not later than 6 months after the occurrence.
2. Claims for damages to real property must be filed not later than 1 year after occurrence.
3. Read entire claim before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim for must be signed on page 2 at bottom.
6. Attach separate sheets if necessary to give full details. Sign each sheet.
7. File with City Clerk, 5050 N. Irwindale Ave., Irwindale, CA 91706



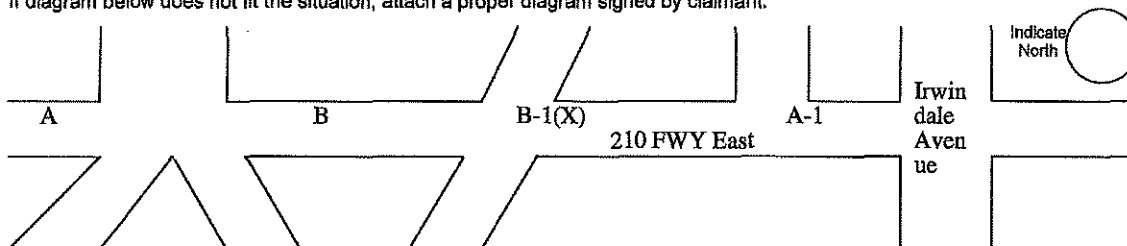
To: City of Irwindale		Claimant's Date of Birth [REDACTED]
Name of Claimant Anthony Carruthers		Claimant's Occupation [REDACTED]
Home Address of Claimant [REDACTED]		Home Telephone Number [REDACTED]
Business Address of Claimant		Business Telephone Number
Name and address to which you desire notices or communications to be sent regarding this claim: [REDACTED]		
When did DAMAGE or INJURY occur? Date: 7/28/2023 Time: Approx 5:15 AM If claim is for Equitable Indemnity, give date claimant served with complaint: _____		Names of any City employees involved in INJURY or DAMAGE Unknown
Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks: On the 210 FWY Eastbound, about a half a mile west of Irwindale Blvd		
Describe in detail how the DAMAGE or INJURY occurred. I was driving my vehicle in the carpool lane on the 210, eastbound. An Irwindale Police SUV approached from the rear with lights flashing, travelling at a high speed. I moved over to let the vehicle pass. When it had passed, it either ran over a metal object, propelling it into the air, or the metal object flew off of the police vehicle. In any case, the object flew through the air and hit the front grill of my car, causing the damage claimed here. Patrol car was in pursuit. Could not stop to ID.		
Why do you claim the City of Irwindale is responsible? Because it happened in Irwindale and a city employee/vehicle caused the projectile to fly through the air and damage my car.		
What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed. Damage to front grill and bumper of my vehicle, as well as damage to the collision prevention sensor. More detailed descriptions of damage available from the body shop that performed the repairs.		

Claimant's Name: Anthony Carruthers		
State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation. \$1000. This is the amount of the deductible that I had to pay out of pocket. The repairs were in excess of this amount.		
Give estimated amount of future losses due to INJURY or DAMAGE: \$1000 loss in resale value		
Was damage and/or injury investigated by the police? <u>NO</u> If yes, what City? _____		
Were paramedics or ambulance called? <u>NO</u> If yes, name City or ambulance _____		
If injured, give name and address of your doctor and the date and time of your first visit: N/A		
Doctors and Hospitals:		
Doctor _____	Address _____	Date Hospitalized _____
Hospital _____	Address _____	Date Hospitalized _____
Hospital _____	Address _____	Date Hospitalized _____
Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:		
Name <u>Dannon Green</u>	Address <u>Unknown</u>	Phone <u>818-439-8774</u>
Name _____	Address _____	Phone _____

READ CAREFULLY

For all accident claims, indicate on the diagram street names, including North, East, South, and West. Indicate place of accident with an "X". Indicate house numbers or distances to street corners.

If a City vehicle was involved, designate with an "A" the location of the City vehicle when you first saw it, and with "B" the location of yourself or your vehicle when you first saw the City vehicle. Indicate location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1". Mark the point of impact with an "X". Note: If diagram below does not fit the situation, attach a proper diagram signed by claimant.



Signature of Claimant (if other than claimant, indicate relationship) 	Typed Name Anthony Carruthers	Date 08/31/2023
---	----------------------------------	--------------------

Note: Claims must be filed with the City Clerk. Presentation of a false claim is a felony (Penal Code Section 72)

ANTHONY
HOND Accord Hybrid Sport 4D SED 4-2.0L Hybrid Sequential MPI Black

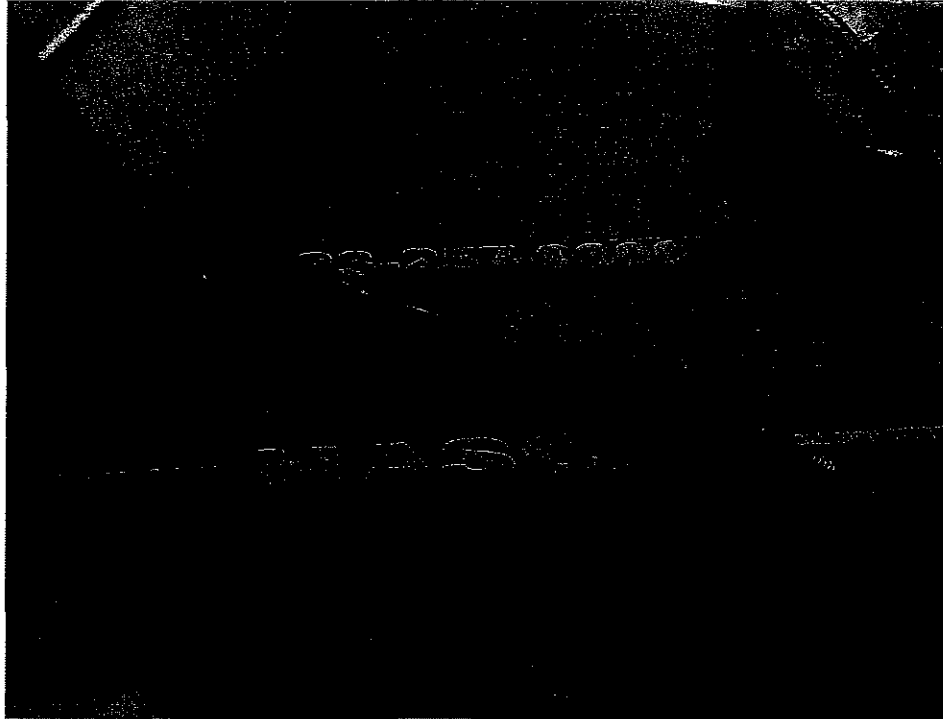
Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	Preliminary estimate - needs beardown		1			
2		FRONT BUMPER & GRILLE					
3		R&I R&I bumper cover				6.7	
4	* <>	Rpr Bumper cover w/o prk sensor				2.6	2.6
5		Note: Inspect after beardown for additional damages.					
6	#	Add for Clear Coat					1.0
7		Refn Basecoat Reduction (Pull Clear)					0.2
8		R&I LT Trim cover w/fog lamps				0.3	
9		R&I RT Trim cover w/fog lamps				0.3	
10		Repl Lower grille gloss black	71111TVAF60ZK	1	185.21	0.6	
11		Repl Distance sensor 2.0 liter hybrid Base	36803TWAC02	1	756.05	0.3	
12		Alm distance sensor				1.0	
13		Repl Distance sensor cover	36809TVAA41	1	9.78		
14		Repl Distance sensor mount frame	36805TVAA42	1	13.42		
15	#	***** **		1			
16	#	Subl Recalibration		1	10.00 X		
17	#	Note: Recal needed after distance sensor is replaced					
18	#	Repl Flex Additive		1	8.00		
19	#	Rpr Tint Color				0.5	
20	#	Adhesion Promoter		1	5.00	0.5	
21	#	Subl Hazardous Waste Removal		1	3.00 X		
SUBTOTALS					991.46	7.2	3.4

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			978.46
Body Labor	7.2 hrs @	\$ 60.00 /hr	432.00
Paint Labor	3.4 hrs @	\$ 60.00 /hr	204.00
Paint Supplies	3.4 hrs @	\$ 41.80 /hr	139.40
Miscellaneous			13.00
Subtotal			1,766.86
Sales Tax	\$ 1,117.86 @	10.2500 %	114.58
Grand Total			1,881.44
Deductible			1,000.00
CUSTOMER PAY			1,000.00
INSURANCE PAY			881.44



This is the object that the police vehicle propelled into my car



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

City of
IRWINDALE
AGENDA REPORT

Date: October 11, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Award of Contract for Design Services for the Civic Center Exterior Improvements Project; P-1054

City Manager's Recommendation:

That the City Council **(1)** authorize the City Manager to enter into an agreement with IMEG Corp. in the amount of \$281,620 for design services for the preparation of construction documents for the Civic Center Exterior Improvements Project; and **(2)** approve a 15% project contingency in the amount of \$42,243 to cover any unforeseeable changes that may arise during design.

Administrative Action:

Submitted by:

Eddie Chan,
Director of Engineering/ Building Official

Prepared by:

Luis Pimentel, Associate Engineer
(626) 430-2259

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

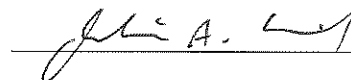
Julian A. Miranda, City Manager



Electronically Approved

Electronically Approved

Electronically Approved



Background and Analysis:

The Civic Center public parking lot provides parking and access to the Civic Center Campus, which includes the City Hall, Aquatic Center, Recreation Center, Library, Irwindale Park, and the Police Department. This parking lot has remained largely unchanged since its original asphalt installation in the mid-1960s, with periodic maintenance limited to Slurry Seal applications and striping updates. Furthermore, this parking lot is also heavily used throughout the day, especially during major City events, such as the Music in the Park series and the MariachiFest. On August 14, 2023, staff solicited a Request for Proposals (RFP) for design services for the preparation of comprehensive construction documents - Plans, Specification, and Estimate (PS&E) for the Civic Center Exterior Improvements Project. This Project consists of improvements to the frontage along the City Hall/Police Department building which includes additional parking spaces; installation of a new water fountain feature and a digital display sign, and the modification of landscape, irrigation and hardscape elements. This RFP was advertised in the San Gabriel Valley Tribune and on the City of Irwindale website for all prospective consultants to propose their qualifications.

Over the course of the advertised RFP, staff received RFI's and letters of intent to propose from three (3) qualified firms. On September 5, 2023, staff received a proposal from one (1) of the qualified professional engineering firms with the following results:

PROPOSAL FOR THE DESIGN SERVICES FOR THE IRWINDALE CIVIC CENTER EXTERIOR IMPROVEMENTS PROJECT, P-1054			
CONSULTANT	RANKING	FEE PROPOSAL	COMMENTS
IMEG Corp.	1	\$ 317,250	
Architerra Design Group			No Bid Submitted
NOVA Services, Inc.			No Bid Submitted

Staff proactively engaged with firms that had initially expressed interest in the project but ultimately chose not to submit a proposal. The feedback received from these firms indicated that their decision was primarily driven by two key factors: Capacity Constraints – firms cited that their current workload and commitments were substantial, leaving them with limited capacity to take on this additional project. Project Schedule - due to their existing workload and commitments, they were unable to align with the proposed timeline for this project.

Staff evaluated IMEG Corp.'s proposal based on compliance with the RFP requirements, project understanding and approach, experience, level of effort, schedule, and cost-effectiveness to provide efficient services. IMEG Corp. was determined to be qualified for the project due to their qualification, providing a tailored approach to the City's needs, an efficient schedule, and demonstrating relevant experience on similar projects. Subsequent to the proposal evaluation, our staff engaged in fee negotiations with IMEG Corp. and ultimately settled at the amount of **\$281,620**.

Staff recommends awarding the contract to IMEG Corp. for design services for the preparation of PS&E for the Irwindale Civic Center Exterior Improvements Project.

The attached contract agreement has been reviewed and approved as to form by the City Attorney's office.

Fiscal Impact:

The total design cost for the preparation of PS&E of the Irwindale Civic Center Exterior Improvements Project will be \$323,863 (\$281,620 + \$42,243 (15% Contingency)). The Capital Improvement Project (CIP) No. (48-80-800-45200-8245) in the adopted FY 2023-2024 budget includes \$1,249,575 (\$400,000 (from General Fund (GF)) + \$849,575 (from Developer's Impact Funds (DIF)) for both design and construction of this project. Therefore, sufficient funding is available for this contract and no additional money is being requested.

Attachments:

- Contract Agreement for Professional Consultant Services

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
IMEG CORP. FOR
DEGISN SERVICES FOR THE IRWINDALE CIVIC CENTER EXTERIOR
IMPROVEMENTS PROJECT; P-1054**

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 11th day of October, 2023 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and IMEG Corp., 300 N. Lake Ave., 12th Floor, Pasadena, CA 91101 ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Two Hundred Eighty-One Thousand Six Hundred Twenty Dollars (\$281,620) ("Contract Sum").

2.2 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 subcontractor contracts. Subcontractor 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, 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 the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. 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 cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to 15 percent (%) of the Contract Sum but not exceeding a total contract amount of Forty-Two Thousand Two Hundred Forty-Three Dollars (\$42,243) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

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

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions,

riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the 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) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

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

4.2 Contract Officer. Mr. Julian A. Miranda [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

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

4.4 Independent Consultant. 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. Consultant shall perform all services required herein as an independent contractor of City 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, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure 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 which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and

their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

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 and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

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

6.3 Confidentiality and Release of Information.

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

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

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

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The 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 the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the 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 the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the 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, 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. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The 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. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, 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.

8. MISCELLANEOUS

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

8.2 Non-liability of 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.

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

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

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

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

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

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

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of 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 _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the

entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

Julian A. Miranda, City Manager

ATTEST:

Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

IMEG Corp.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Address: 300 N. Lake Ave., 12th Floor
Pasadena, CA 91101

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 LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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 IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

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SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

- A. Review of existing site conditions and any available plans of the Civic Center area that are provided by City staff.
- B. Conduct a parking study to provide proper parking spaces needed for the entire Civic Center campus, including but not limited to the City Park, Recreation Building, City Hall and the proposed 12,800 square foot Library that is planned to be constructed south of City Hall by 2026.
- C. Prepare a complete Plan, Specification, and Estimate (PS&E) for demolition of existing site which includes:
 - a. Landscape
 - b. Curb and gutter
 - c. Hardscape
 - d. Fountain
 - e. Any other items from existing site observations
- D. Prepare a complete PS&E for construction of new facilities which include:
 - a. Grading and drainage plan for the new site.
 - b. Asphalt concrete parking area consisting of aggregate sub-base and asphalt overlay, cross gutter for drainage and striping for parking.
 - c. Installation of curb and gutter and concrete sidewalk.
 - d. Installation of new fountain with all mechanical, electrical and plumbing components included
 - e. Installation of new digital display sign with all structural, mechanical and electrical components included.
 - f. Landscape and Irrigation for modified landscape area and the new parking lot area.
 - g. Electric vehicle ready charging infrastructure according to the standards outlined by the California Green Building Standards Code
- E. Provide a full set of technical specifications with special provisions for the Project.
- F. Provide a PS&E consisting of 60% construction documents on first submittal and 90% construction documents on second submittal for City review. Consultant will address any comments on submittals from City staff and revise all documents to incorporate said comments in the final design for review.
- G. Provide a preliminary cost estimate before construction documents are completed and finalized cost estimate at 100% construction documents. The cost estimates should be detailed and itemized.

- H. Obtain all necessary plan check approvals from all appropriate agencies for the design plans and all calculations (building and safety, fire department, etc.).
- I. Pay all fees associated with plan check approvals from outside agencies (non-City of Irwindale departments).
- J. Provide plans, specifications and estimates in reproducible form based on staff comments and applicable Federal, State and City regulations.
- K. Provide copy of all AutoCAD files for design in Electronic Format (CD, USB or Online File Share platform).
- L. Provide technical support during the bid process and post bid evaluation process, including answering bidder's questions, evaluation of the lowest responsible bidder, qualifications and references, and the overall integrity of their bids. Consultant shall also provide technical support to the City's Contract Administrator during the construction period to:
 - a. Answer questions from City staff concerning the project's design, plans and specifications, both over the phone and at the project site.
 - b. Prepare detailed drawings as needed for clarification of the design documents and contractor's Request for Information.
 - c. Review contractor's submittals during construction.
 - d. Perform field observation during construction
 - e. Review contractor's Request for Change Order
- M. Provide as-built drawings at end of project in PDF and AutoCAD format.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Plans, specifications and cost estimates for Civic Center Exterior Improvements in printable format.

III. 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.

IV. Consultant will utilize the following personnel to accomplish the Services:

- A. Josh Thompson, PE – Principle-in-Charge
- B. Josh Gordon – Project Manager
- C. Richard Godina – QA/QC
- D. Kevin Kim, PE – Civil Engineer
- E. Keyner Mayer, PE – Civil Engineer

- F. Wayne Chen, PE - Civil Engineer
- G. Chirstopher Daniels, PLS – Sr. Land Surveyor
- H. Nick Owen – Sr. Survey Technician
- I. Gilbert Almanzan – Field Sur ^{A-2} nager
- J. Nestor Ignacio, PE – Electrical Engineer
- K. Craig Chamberlain, MS, PE, SE – Structural Engineer
- L. Pete McGhee, RCDD, CNIDP – Senior Technology/Designer
- M. Jerome Gonzalez – Senior Land Planner
- N. RHA Landscape Architects-Planners, Inc – Landscape Architecture
- O. Iskander Associates – Scheduler/Estimator
- P. Geocon – Geotechnical Engineer
- Q. Quality Locating – Subsurface Utility Engineering

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

Task	Rates and Hours						Subconsultant Cost						
	PIC	Project Manager	Project Engineer	Graduate Designer IV	Survey Tech III	2 man survey crew	TOTAL HOURS BY TASK	Total Cost	SUE (QUALITY LOCATING)	Geotechnical (Gecon)	Landscape (RHA)	Estimating (Iskander)	Total Cost
Description	\$285.00	\$240.00	\$175.00	\$150.00	\$115.00	\$240.00							
Task A-Research and due diligence	8	32	72	76			35	\$ 42,020.00					\$ 16,000.00
Project Management	1	8					9	\$ 2,205.00					\$ -
Project Team Meetings	1	2	2				5	\$ 1,115.00					\$ -
Monthly Project Schedule updates		2	2				4	\$ 850.00					\$ -
Stake holder Meetings / Other coordination	1	2	2				5	\$ 1,115.00					\$ -
GC Plan/ Program	1	4					5	\$ 1,245.00					\$ -
Research/review provided As-builts and documents		1	2	4			7	\$ 1,190.00					\$ -
A.1 Parking study	2	8	50	60			120	\$ 20,240.00					\$ -
A.2 SUE	1	1	2	4			8	\$ 1,475.00	\$ 3,000.00				\$ 3,000.00
A.3 Topo	1	2	8		20	24	55	\$ 10,225.00					\$ -
A.4 Geotechnical		1	2	4			7	\$ 1,190.00		\$ 13,000.00			\$ 13,000.00
A.5 EV Charging ready infrastructure		1	2	4			7	\$ 1,190.00					\$ -
Task B-Demolition	13	69	155	330			335	\$ 10,495.00			\$ 5,500.00		\$ 5,500.00
a. Landscape		1	2	4			7	\$ 1,190.00			\$ 5,500.00		\$ 5,500.00
b. Curb and Gutter	1	2	2	4			9	\$ 1,715.00					\$ -
c. Hardscape		2	2	4			8	\$ 1,430.00					\$ -
d. Fountain		1	1	2			4	\$ 715.00					\$ -
e. other items		1	1	4			6	\$ 1,015.00					\$ -
f. EV charging related demo		2	4	8			14	\$ 2,350.00					\$ -
Project management	1	4					5	\$ 1,245.00					\$ -
e. other items		2	1	1			4	\$ 805.00					\$ -
Task C-PS&E for construction	10	55	132	300			265	\$ 84,150.00			\$ 51,000.00		\$ 51,000.00
a. Grading and drainage plan	2	4	10	40			56	\$ 9,250.00					\$ -
i. UD	2	4	24	40			70	\$ 11,730.00					\$ -
b. AC parking area		1	4	8			13	\$ 2,140.00					\$ -
c. Installation of curb and Gutter		1	4	8			13	\$ 2,140.00					\$ -
d. Fountain (civil and electrical)		2	16	32			50	\$ 8,050.00					\$ -
e. Digital display sign		2	8	40			50	\$ 7,850.00					\$ -
f. Landscape and irrigation		1	4	8			13	\$ 2,140.00			\$ 51,000.00		\$ 51,000.00
g. Vehicle charging ready		2	12	24			38	\$ 6,180.00					\$ -
h. Utility plan		1	8	16			25	\$ 4,040.00					\$ -
30%, 60%, 90% and 100% milestones		16	32	50			98	\$ 16,540.00					\$ -
Project management	4	16					20	\$ 4,950.00					\$ -
Meetings (2 Virtual included)	2	2	2	2			8	\$ 1,700.00					\$ -
Details		1	4	16			21	\$ 3,340.00					\$ -
Erosion control		2	4	16			22	\$ 3,550.00					\$ -

Task	Rates and Hours						Subconsultant Cost						
	PIC	Project Manager	Project Engineer	Graduate Designer IV	Survey Tech III	2 man survey crew	TOTAL HOURS BY TASK	Total Cost	SUE (QUALITY LOCATING)	Geotechnical (Gecon)	Landscape (RHA)	Estimating (Iskander)	Total Cost
	Description	\$285.00	\$240.00	\$175.00	\$150.00	\$115.00							
Task D-Technical specs and provisions	2	8	16	16			42	\$7,690.00					
General and special provisions	1	4	8	8			21	\$3,845.00					
Prepare Technical specifications	1	4	8	8			21	\$3,845.00					
Task E-Address comments on submittals from city staff and incorporate	1	16	16	16			49	\$9,325.00					
Review/Respond to comments		4	8				12	\$2,960.00					
Update plans per comments		4	8	16			28	\$4,760.00					
Project Management	1	8					9	\$2,205.00					
Task F-Cost estimating	1	4	4	4			13	\$2,545.00				\$ 12,500.00	\$ 12,500.00
Civil coordination and project management	1	4	4	4			13	\$2,545.00				\$ 12,500.00	\$ 12,500.00
Task G-Plan check approvals	1	16	16	16			49	\$9,325.00					
Process to plan check approvals	1	16	16	16			49	\$9,325.00					
Task H-Pay fees	1	2	4	4			11	\$2,065.00					
Coordinate to pay fees and reconcile with City	1	2	4	4			11	\$2,065.00					
Task I-Provide PS&E in reproducible form	8	50	62	80			5	\$1,000.00					
Provide reproducible PS&E	1	1	1	2			5	\$1,000.00					
Task J-Provide AutoCAD files in electronic format		1	1	2			4	\$715.00					
Provide AutoCAD in electronic format		1	1	2			4	\$715.00					
Task K-Technical Support	5	38	56	52			151	\$20,020.00					
a. RFI's (bid and construction)		16	24	4			44	\$8,640.00					
b. provide drawings for clarification		4	8	16			28	\$4,760.00					
c. Submittal review		4	8	8			20	\$3,560.00					
d. Field observation (3 total visits)		4	12				16	\$3,060.00					
Task L- As-Builts	2	10	4	24			40	\$7,270.00					
As-built Drawings	1	2	4	24			31	\$5,065.00					
Punch walk and closeout	1	8					9	\$2,205.00					
TOTAL COST								\$ 196,620.00					\$ 85,000.00
Total Cost (IMEG + Subconsultants)													\$ 281,620.00

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. 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.

III. The total compensation for the Services shall not exceed \$ 281,620 as provided in Section 2.1 of this Agreement.

IV. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"

D. FEE SCHEDULE

IMEG STANDARD HOURLY RATES*	
ROLE	RATE PER HOUR
Senior Client Exec/Senior Market Director/VP	\$335
Client Executive/Market Director	\$300
Project Executive	\$275
Senior Project Manager II	\$250
Senior Project Manager I	\$205
Senior Engineer Technical Specialist	\$260
Senior (Engineer/Planner/Consultant) III	\$250
Senior (Engineer/Planner/Consultant) II	\$215
Senior (Engineer/Planner/Consultant) I	\$195
Project (Engineer/Planner/Consultant) II	\$175
Project (Engineer/Planner/Consultant) I	\$165
(Graduate Engineer - Designer/Coordinator/Consultant) IV	\$140
(Graduate Engineer - Designer/Coordinator/Consultant) III	\$125
Senior Technical Specialist	\$225
Senior (Designer/Authority/Analyst) III	\$200
Senior (Designer/Authority/Analyst) II	\$190
Senior (Designer/Authority/Analyst) I	\$170
Project (Designer/Authority/Analyst) II	\$160
Project (Designer/Authority/Analyst) I	\$150
(Designer/Authority) II	\$120
(Designer/Authority/Intern) I	\$115
HIT Strategy Executive	\$325
Senior Construction Administrator	\$190
Construction Administrator	\$160
Senior Virtual Design Coordinator	\$150
Virtual Design Coordinator	\$135
Senior Virtual Design Technician	\$130
Virtual Design Technician	\$105
Administrative Assistant	\$95

*Adjusted annually. These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.

Reimbursable Expenses:

- Invoiced with a 1.1 multiplier of actual cost, including:
 - CAD plots, reproductions and delivery costs of drawings, specifications, and duplicate reports beyond one set provided at each normal stage of review
 - Reproduction of drawings on Mylar media
 - Plan review fees or imposed government agency fees
 - Premium delivery charges
 - Meals and lodging when required to travel overnight
 - State filing and/or permit fees related to energy life-cycle costs
 - Travel expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses also include tolls, parking fees, taxi, train, airfare, rental cars (CD only), and other out of pocket expenses.



NORMAL HOURLY RATES 2023

Senior Principal	\$230.00 per hour
Principal Landscape Architect	200.00 per hour
Project Manager	150.00 per hour
Landscape Designer	125.00 per hour
Administrative Personnel	80.00 per hour

REIMBURSABLE ITEMS

Reimbursable items such as the cost of blueprinting, graphic reproduction and plotting will be billed at our direct cost plus 15%. Auto travel will be charged at \$0.585 per mile. Where we are able to utilize direct billing to Owner established accounts the "plus 15%" is not applicable.

OVERTIME REQUESTS

It is RHA's responsibility to schedule the project's completion under normal conditions without the use of the staff on an overtime basis. If the owner adjusts the deadline or requests that work be completed earlier than originally scheduled and thus requires overtime, the fees shall be adjusted to cover the increased costs incurred by RHA. The hourly rates for overtime will be one and one-half (1½) times the hourly rates above.

TERMS AND CONDITIONS OF PAYMENT

We will bill on a monthly basis in proportion to the time spent on the project to date. All billing statements are due within 15 days of Engineers receipt of payment from client. Interest will be charged at the rate of 1½% per month on the past due balance thirty days and over. RHA shall have the right to stop work should accounts become past due.

Iskander Associates, Inc.

Construction Cost & Schedule Control

HOURLY RATES FOR 2022-2025 (Four Years)

COST ESTIMATING SERVICES (IN-OFFICE OR SITE/FIELD VISITS)

PRINCIPAL	\$ 235.00
SENIOR SPECIAL PROJECTS CONSULTANT	\$ 150.00
SENIOR ARCHITECTURAL ESTIMATOR	\$ 150.00
SENIOR STRUCTURAL ESTIMATOR	\$ 150.00
SENIOR MECHANICAL/ELECTRICAL ESTIMATOR	\$ 150.00
SENIOR CIVIL ESTIMATOR	\$ 150.00
ARCHITECTURAL ESTIMATOR	\$ 125.00
STRUCTURAL ESTIMATOR	\$ 125.00
MECHANICAL/ELECTRICAL ESTIMATOR	\$ 125.00
CIVIL ESTIMATOR	\$ 125.00
TECHNICAL SUPPORT	\$ 85.00
CLERICAL	\$ 75.00

LIFE CYCLE COST ANALYST

SENIOR LIFE CYCLE COST ANALYST	\$ 250.00
LIFE CYCLE COST ANALYST	\$ 150.00

SCHEDULING

SENIOR SCHEDULER	\$ 195.00
SCHEDULER	\$ 145.00

VALUE ENGINEERING SERVICES

CERTIFIED VALUE ENGINEER	\$ 400.00
VALUE ENGINEER TEAM LEADER	\$ 275.00

VALUE ENGINEERING TEAM MEMBERS (OUTSIDE CONSULTANTS RATES - FROM

ARCHITECTS
ENGINEER
COST CONSULTANT
SENIOR LIFE CYCLE ANALYST
TECHNICAL SUPPORT
CLERICAL

CONSTRUCTABILITY REVIEWS

SENIOR CONSULTANT	\$ 235.00
CONSULTANT	\$ 150.00
CLERICAL	\$ 75.00

GEOCON

WEST, INC.

GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS



2023 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman/Dispatcher	\$95/hr
Engineering Assistant/Lab Technician	95/hr
Engineering Field Technician (Earthwork/Compaction Testing/Backfill)	*85/hr
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.)	*90/hr
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles)	*110/hr
LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles)	*125/hr
Staff Engineer/Geologist	*125/hr
Senior Staff Engineer/Geologist	*135/hr
Project Engineer/Geologist	*145/hr
Senior Project Engineer/Geologist	*155/hr
Senior Engineer/Geologist	*175/hr
Associate Engineer/Geologist	*200/hr
Principal Engineer/Geologist/Litigation Support	400/hr
Attorney Fees (General)	500/hr
Deposition or Court Appearance	550/hr
Overtime/Saturday Rate/Night Rate (7pm - 6am w/ 8-Hour minimum per call out)	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Field Services Fee per call-out, 4 Hours (if 4 hours or less), 8 Hours (if more than 4 hours and less than 8 Hours)	
Short-Notice Cancellation, 4 Hours (if after 4 pm of the day prior to the scheduled inspection time)	
Short-Notice Cancellation, 4 Hours (upon or after arrival at jobsite)	

*Prevailing Wage (PW) California Labor Code § 1720, et. Seq add \$50/hr

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	\$300/day
Vehicle Mileage	0.75/mile

EQUIPMENT, MATERIALS, & ANALYTICAL TESTS

Nuclear Density Gauge / Sand Cone Testing Equipment	\$10/hr	55-Gallon Drum	120/ea
Vehicle	10/hr	Visqueen (6 mil 20X100')	135/roll
Special Inspection Equipment	5/hr	Traffic Cones/Barricades	35/day
Asphalt Cold Patch/Concrete	30/bag	TPHg (EPA 8015B)	70/ea
Double Ring Infiltrometer Equipment	200/day	TPHd/TPHmo	(EPA 8015M) 75/ea
GPS Unit	160/day	TPH Carbon Chain Breakdown	(EPA 8015M) 110/ea
Pick-up Truck	150/day	Methanol and/or Ethanol (EPA 8015M)	125/ea
Water Buffalo	75/day	Volatile Organic Compounds	(EPA 8260B) 125/ea
Dynamic Cone Penetrometer	400/day	Semi-Volatile Organic Compounds	(EPA 8270) 225/ea
Hand Auger	50/day	PAHs (EPA 8270 SIM)	185/ea
Distilled Water (5-gallon)	20/ea	CAM 17 Metals (EPA 6010B)	170/ea
Bailer (Reusable)	35/day	Single Metal	(EPA 6010B) 30/ea
Bailer (Disposable)	15/ea	Hexavalent Chrome (EPA 7199)	75/ea
Stainless Sampling Pump	\$150/day	Organochlorine Pesticides (EPA 8081)	110/ea
Battery-Powered Pump	75/day	Organophosphorus Pesticides (EPA 8141)	125/ea
Water Level Indicator	40/day	Chlorinated Herbicides (EPA 8151)	125/ea
Interface Probe	125/day	PCBs (EPA 8082)	95/ea
Photo-Ionization Meter	150/day	Soil pH (EPA 9045C)	20/ea
Combustible Gas Meter	150/day	WET or TCLP Extraction	85/ea
pH/Conductivity/Temperature Meter	150/day	EPA 5035 Sample Kits	40/ea
Turbidity Meter	80/day	Asbestos (PLM)	25/ea
Air Sampling Pump	80/day	Asbestos (400-point count)	50/ea
Level D PPE/Decon Rinse Equipment	50/day	Sample Compositing	20/composite
Concrete Coring Equipment	285/day	48-hour Turnaround Time	60% surcharge
Generator or Air Compressor	150/day	72-hour Turnaround Time	40% surcharge

LABORATORY TESTS*

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold.....	\$300/ea
(D698/D1557/T99/T108) 6-inch mold.....	300/ea
(CT 216) California Impact	300/ea
Check Point	125/ea
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3) ...	200/set
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.)	75/ea
(D1633/CT312) Soil Cement Comp. Strength (Set of 3) ...	350/set
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.)	125/ea

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value	\$350/ea
(D2844/CT301) Resistance Value, Treated.....	350/ea
(D1883) California Bearing Ratio	600/ea
(C977) Stabilization Ability of Lime	185/ea
(D1883) Calif. Bearing Ratio (Army Corp of Engineers) ...	600/ea

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity.....	\$175/ea
(D4972/T289) pH Only	75/ea
(CT417) Sulfate Content.....	125/ea
(CT422) Chloride Content.....	125/ea
(D2974) Organic Content.....	100/ea

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall.....	\$270/ea
(D5856) Permeability, Rigid Wall.....	260/ea
(D2434) Permeability, Constant Head.....	280/ea
(D2434) Permeability, FHA Slab-on-Grade	110/ea
(D2434) Permeability, Hourly	55/ea
(D2435/T216) Consolidation (6 pts. w/ Unload)	\$400/ea
(D2435/T216) Consolidation Additional Point w/ Unload...	\$90/ea
(D4546) Swell/Compression Testing & Density	125/ea
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.)	85/ea
(D4546) Swell/Settlement Testing & Density (County)	100/ea
(D4546) Swell/Settlement Testing & Density (FHA)	90/ea
(D4829) Expansion Index of Soils.....	250/ea

STEEL TESTING

Reinforcing Steel Tests:

(A370) Tensile Strength & Elongation	
#11 Bar & Smaller	\$100/ea
#14 Bar	\$125/ea
#18 Bar (Proof Test)	\$150/ea
(A370) Bend Test	
#11 Bar & Smaller	\$50/ea
#14 & #18 Bar	\$75/ea
(A370) Tensile - Mechanically Spliced Bar	
#11 Bar & Smaller	\$175/ea
#14 Bar & Larger	\$225/ea

(A370) Tensile - Electric Resist. Butt Splice w/ Control	175/ea
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(A370) Straightening of bar (if required)	50/ea
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Structural Steel Tests:

(A370) Machining & Prep of Test Specimen	Cost + 20%
(A370) Tensile Strength & Elongation	
Up to 200,000 lbs.....	\$125/ea
200,000 - 300,000 lbs.....	150/ea
300,000 - 400,000 lbs.....	175/ea

Pre-stressing Wire & Tendon Tests:

(A421) Tensile Strength, Single Wire.....	\$175/ea
(A416) Tensile Strength, 7-Wire Strand.....	\$200/ea

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve.....	\$250/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash.....	175/ea
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash.....	150/ea
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash.....	125/ea
(C117/D1140/T11) Materials Finer than #200.....	115/ea
(D2216/T265/CT226) Moisture Content	40/ea
(D2487/D2488) Visual Soil Classification.....	40/ea
(D2937) Density of In-Place Soil, Drive-Cyl. Method	50/ea
(D4943) Shrinkage Factors of Soils, Wax Method	75/ea
(C131/C535/CT211) L.A. Abrasion Resistance.....	\$250/ea
(C142/T112) Clay Lumps and Friable Particles.....	155/ea

SOIL AND AGGREGATE PROPERTIES (CONTD.)

(C123/T113) Light Weight Particles.....	250/ea
(D3744/CT229/T210) Durability Index Fine	200/ea
(D3744/CT229/T210) Durability Index Coarse	200/ea
(CT227) Cleaness Value	200/ea
(D4791) Flat & Elongated Particles.....	175/ea
(D693/CT205) Percent Crushed Particles.....	200/ea
(D5821) Percent. of Fractured Particles Coarse Aggregate.....	200/ea
(C40/CT213/T21) Organic Impurities.....	100/ea
(C235) Soft Hardness (Scratch Hardness)	125/ea
(C88/CT214/T104) Sulfate Soundness	500/ea
(C1252/T304) Uncompact. Void Content, Fine Aggregate.....	175/ea
(C127/CT206/T85) Coarse Specific Gravity.....	150/ea
(C128/CT207/T84) Fine Specific Gravity.....	175/ea
(D854/CT209/T100) Specific Gravity of Soil.....	200/ea
(C29/CT212/T19) Unit Weight & Percent Voids	125/ea
(D2419/CT217/T176) Sand Equivalent	150/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit)	250/ea
(D4318/CT204/T89) Liquid Limit	125/ea
(D4318/CT204/T90) Plastic Limit.....	125/ea
(C330) Spec. for Lightweight Aggregates, Struc. Concrete...Quote	

SHEAR STRENGTH

(D2166) Unconfined Compression	\$100/ea
(D3080/T236) Direct Shear (3 points)	350/set
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass	\$125/ea
(D2850) Unconsolidated-Undrained Triaxial Shear.....	115/ea
(D2850) Unconsolidated-Undrained Triaxial Staged.....	160/ea
(D4767) Consolidated-Undrained Triaxial Shear.....	265/ea
(D4767) Consolidated-Undrained Triaxial Staged.....	340/ea
(EM1110) Consolidated-Drained Triaxial Shear	375/ea
(EM1110) Consolidated-Drained Triaxial Staged	480/ea

MASONRY**

Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption.....	\$350/ea
(C140) Moisture Content/Absorption (ea. addtl. specimen)	125/ea
(C140) Compression Test	300/ea
(C140) Compression Test (ea. addtl. specimen)	125/ea
(C426) Linear Drying Shrinkage.....	350/ea
(C109/UBC 21-16) Mortar Cylinder (2"x4")	30/ea
(C942) Grout Prism (3"x3"x6"), trimming included.....	35/ea

Masonry Prism (Assemblage):

(C1314) 8"x8"x16" - 8"x12"x16"	\$200/ea
(C1314) 8"x16"x16" - 10"x12"x16"	225/ea
(C1314) 12"x12"x16" - 12"x16"x16"	250/ea
(C1314) Larger than 12"x16"x16"	Quote

D. FEE SCHEDULE | SUBCONSULTANT - GEOCON

LABORATORY TESTS* (CONTINUED)

High Strength Bolt, Nut, & Washer Tests:

(A325/A490) Tensile Test on Bolts.....	\$100/ea
(A363) Proof Load Test on Nuts.....	\$100/ea
(A325/A490) Hardness Test on Bolts.....	\$50/ea
(A536) Hardness Test on Nuts.....	\$50/ea
(F436) Hardness Test on Washers.....	\$50/ea

Weld Specimen Tests:

(E164) Ultrasonic Examination.....	Quote
Machining & Prep of Test Specimen.....	Cost + 20%
(E381) Macroetch Test (3 Faces).....	\$355

ASPHALT TESTING

Asphalt Properties:

(D2726/CT308/T166) Bulk Spec. Grav. Compacted HMA	\$100/ea
(D1560/CT366) Stabilometer Value (HVEEM).....	\$225/ea
(D2041) Theoretical Max Specific Gravity.....	\$200/ea
(D5444) Sieve Analysis of Extracted Asphalt.....	\$250/ea
(D6307/CT382) Percent Asphalt, Ignition Method.....	\$175/ea
(D1188) Unit Weight of Asphalt Core.....	\$95/ea

MISCELLANEOUS TESTING SERVICES

Calibration of Hydraulic Ram:

100 Ton & Under.....	\$250/ea
101 Tons - 200 Tons.....	350/ea

Use of Universal Testing Machine:

UTM with One Operator.....	\$400/ea
Additional Technician.....	Regular Tech Rate

Spray Applied Fireproofing:

(E605/E736) Fireproofing Oven Dry Density/Thickness ...	\$125/ea
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Brick Test (Set of 3 Specimens):

(C67) 24-Hour Absorption, Cold Water.....	\$250/set
(C67) 5-Hour Absorption, Boiling Water.....	\$250/set
(C67) Compression Test or Modulus of Rupture.....	\$300/set
(C67) Each Additional Specimen.....	\$100/ea

CONCRETE**

Mix Designs:

(ACI211/ACI214) Concrete Mix Design.....	\$450/ea
(ACI211/ACI214) Review of Concrete Mix Design.....	\$450/ea
(C192) Concrete Trial Mix (includes equipment & labor).....	\$650/ea

Concrete Properties:

(C39/CT521/T22) Comp. Strength Concrete Cyl.....	\$30/ea
(C42/CT521/T22) Comp. Strength Concrete/Gunite Core.....	\$60/ea
(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam.....	125/ea
(C174) Length Measuring of Drilled Cores.....	\$100/ea
(C1140) Shotcrete Panel-Coring & Testing (Set of 3).....	\$350/set
(C1140) Shotcrete Panel (each addtl. specimen).....	\$125/ea
(C496) Static Modulus of Elasticity.....	\$250/ea
(C496) Drying Shrinkage (Set of 3, up to 28 days).....	\$650/set
(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete.....	95/ea

(F1869) Vapor Emission Rate, Concrete Subfloor.....	50/ea
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*2X Surcharge on rush turn-around for laboratory testing.

**Fee applies for sample storage, testing, or disposal.

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
- Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$155.00 per day when location of work dictates.
- Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.
- Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.
- Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.

QUALITY FEE SCHEDULE - Private Scale

PRODUCT	QTY	UNITS	RATE
<u>ADMINISTRATION</u>			
PROJECT COORDINATION	1	HOUR	\$100.00
<u>LOCATING</u>			
SENIOR TECH	1	HOUR	\$155.00
ASSISTANT	1	HOUR	\$130.00
<u>CCTV</u>			
VIDEO INSPECTION + CREW	2	HOUR	\$250.00
VIDEO REPORT	1	HOUR	\$150.00
<u>MAPPING</u>			
SENIOR TECH	1	HOUR	\$190.00
CAD	1	HOUR	\$90.00
<u>GPR</u>			
HANDHELD	1	HOUR	\$155.00
<u>MOBILIZATION</u>			
EQUIPMENT + TECH	1	DAILY	\$95.00
EQUIPMENT + CREW	2	DAILY	\$180.00
JETTING	1	DAILY	\$2600.00

TERMS & CONDITIONS APPLY TO ALL SERVICES

NET 30, RATES SUBJECT TO CHANGE PER ADDED SERVICE, OUT OF TOWN PER DIEM APPLIES: \$150 DAILY
PREVAILING WAGE PRICING INCLUDES REGULAR WAGE PLUS \$30/HR. THIS INCREASE APPLIES TO ALL
SERVICES

SURCHARGES: 10% FEE FOR NIGHT WORK OR ONSITE WEEKDAYS BEFORE 5 AM OR AFTER 5 PM, 15%
SATURDAY WORK, 20% SUNDAY WORK

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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 or for one (1) year from the date hereof, whichever comes first. The term of this agreement can be extended with for a twelve-month period with written notice issued by the Director of Engineering/Building Official.

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

SEPTEMBER 27, 2023
WEDNESDAY
7:12 P.M.

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

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

Also Present: Julian A. Miranda, City Manager; Jamie Traxler, Assistant City Attorney; Theresa Olivares, Assistant City Manager; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 9
MINUTES

MINUTES

The following minutes were approved:

A) Regular meeting held September 13, 2023

ITEM NO. 10
WARRANTS

WARRANTS

The warrants were approved.

END OF CONSENT CALENDAR

SPONTANEOUS
COMMUNICATIONS

DENA ZEPEDA

Dena Zepeda stated that a traffic signal at Los Angeles Street benefits United Rock Corp. and not the residents.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:14 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

SEPTEMBER 27, 2023
WEDNESDAY
7:14 P.M.

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

ROLL CALL:

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

Also present: Julian A. Miranda, Executive Director; Jamie Traxler, Assistant General Counsel; Theresa Olivares, Assistant Executive Director; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Assistant Authority Secretary

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION A motion was made by Board Member Breceda, seconded by Board Member Burrola, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 11
MINUTES

MINUTES

The following minutes were approved:

- A) Special joint meeting held September 13, 2023
- B) Regular meeting held September 13, 2023

END OF CONSENT CALENDAR

SPONTANEOUS
COMMUNICATIONS

FRED BARBOSA Fred Barbosa spoke in favor of eliminating a state-mandated covenant from housing purchase programs.

DENA ZEPEDA Dena Zepeda made various allegations of wrongdoing by a former City Attorney.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:19 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary