



***City of Industry Property and Housing
Management Authority***

**Regular Meeting Agenda
October 7, 2015
10:00 a.m.**

**Chairman Troy Helling
Board Member Carlos Cuevas
Board Member Mike Reible**

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California

Addressing the Authority:

- ▶ ***Agenda Items:*** Members of the public may address the Authority on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Authority.
- ▶ ***Public Comments (Non-Agenda Items):*** Anyone wishing to address the Authority on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the Authority from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the Authority.

Americans with Disabilities Act:

- ▶ *In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.*

Agendas and other writings:

- ▶ *In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*
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1. Call to Order
2. Roll Call
3. Public Comments

4. **BOARD MATTERS**

4.1 Consideration of Register of Demands.

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate Authority Officials to pay the bills.

4.2 Consideration of the minutes of the August 12, 2015 regular meeting

RECOMMENDED ACTION: Approve as submitted.

4.3 Consideration of a Professional Services Agreement between Calabrese Architect and the Industry Property and Housing Management Authority for the remodel and addition at 16220 Temple Avenue, for an estimated cost of \$75,000.00

RECOMMENDED ACTION: Approve the Agreement.

4.4 Discussion and direction to authorize the Executive Director to review and standardize the water billing policy for the IPHMA-managed residential units

RECOMMENDED ACTION: Discuss, direct and authorize the Executive Director to review and standardize the water billing policy for the IPHMA-managed residential units.

4.5 Consideration of a Residential Rental Agreement between the Industry Property and Housing Management Authority and Leonard Nunnally for the property located at 15714 Nelson Avenue

RECOMMENDED ACTION: Approve the Agreement.

4.6 Consideration of a Residential Rental Agreement between the Industry Property and Housing Management Authority and Travis Brady and Vivian Brady for the property located at 15652 Nelson Avenue

RECOMMENDED ACTION: Approve the Agreement.

4.7 Request from Daniel Newmire to be considered for a Residential Rental Agreement for any residential units as they become available.

RECOMMENDED ACTION: Accept Daniel Newmire as a future lessee as residential units become available.

4.8 Discussion and direction regarding the cancellation of the regular meeting scheduled for November 11, 2015.

RECOMMENDED ACTION: Cancel the regular meeting and hold a special meeting on November 10, 2015.

5. **CLOSED SESSION**

5.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Two potential cases)

6. Adjournment to Tuesday, November 10, 2015 at 10:00 a.m.

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 4.1

INDUSTRY PROPERTY & HOUSING MANAGEMENT AUTHORITY

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting October 7, 2015

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
160	INDUSTRY PROPERTY & HOUSING	60,835.44

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
BofA	BANK OF AMERICA CHECKING	60,835.44

**Industry Property and Housing Management Authority
Board Meeting
October 7, 2015**

Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
20653	09/16/2015		GAS COMPANY, THE	\$68.11
	Invoice	Date	Description	Amount
	2016-00000267	09/08/2015	8/5-9/3/15 SVC- TEMPLE AVE	\$9.53
	2016-00000268	09/08/2015	8/5-9/3/15 SVC- TEMPLE AVE #100	\$16.23
	2016-00000269	09/08/2015	8/5-9/3/15 SVC- TEMPLE AVE #202	\$42.35
20654	10/07/2015		ABORTA-BUG PEST CONTROL	\$115.00
	Invoice	Date	Description	Amount
	16841	09/18/2015	SVC - 20137 WALNUT DR SOUTH	\$115.00
20655	10/07/2015		BRYAN PRESS	\$171.68
	Invoice	Date	Description	Amount
	73546	09/10/2015	LETTERHEAD - IPHMA	\$171.68
20656	10/07/2015		CITY OF INDUSTRY-REFUSE	\$607.57
	Invoice	Date	Description	Amount
	2250300	08/31/2015	DISP SVC - 15722 NELSON AVE	\$607.57
20657	10/07/2015		CNC ENGINEERING	\$21,747.76
	Invoice	Date	Description	Amount
	43870	09/10/2015	BUILDING REMODEL AT 15722 NELSON AVE	\$8,704.19
	43871	09/10/2015	IPHMA ISSUES - MISC/GENERAL	\$2,129.54
	43872	09/10/2015	IPHMA ISSUES - LAKE LOOP HOMES	\$567.10
	43926	09/24/2015	BUILDING REMODEL AT 15722 NELSON AVE	\$7,925.62
	43927	09/24/2015	IPHMA ISSUES - MISC/GENERAL	\$2,421.31
20658	10/07/2015		CONCEPT CONSULTANT, INC.	\$20,507.02
	Invoice	Date	Description	Amount
	#5IPHMA-001	10/01/2015	BUILDING REMODEL AT 15722 NELSON AVE	\$21,586.34
20659	10/07/2015		HOME DEPOT CREDIT SERVICE	\$2,117.22
	Invoice	Date	Description	Amount

**Industry Property and Housing Management Authority
Board Meeting
October 7, 2015**

Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
	0013393	09/01/2015	SUPPLIES - 17217 CHESTNUT ST	\$10.87
	8463-112794	09/15/2015	NEW OVEN - 16000 E. TEMPLE UNIT B	\$2,106.35
20660	10/07/2015		INDUSTRY PUBLIC UTILITY	\$15.80
	Invoice	Date	Description	Amount
	2016-00000340	09/14/2015	08/10-09/10/15 SVC - 16220 E. TEMPLE AVE	\$15.80
20661	10/07/2015		JANUS PEST MANAGEMENT	\$696.00
	Invoice	Date	Description	Amount
	167410	06/05/2015	SVC - 15652 NELSON AVE	\$58.00
	167406	06/05/2015	SVC - 15714 NELSON AVE	\$58.00
	167407	06/05/2015	SVC - 15722 NELSON AVE	\$58.00
	167408	06/05/2015	SVC - 15730 NELSON AVE	\$58.00
	167409	06/05/2015	SVC - 15736 NELSON AVE	\$58.00
	167411	06/05/2015	SVC - 15702 NELSON AVE	\$58.00
	168904	08/04/2015	SVC - 15652 NELSON AVE	\$58.00
	168900	08/04/2015	SVC - 15714 NELSON AVE	\$58.00
	168901	08/04/2015	SVC - 15722 NELSON AVE	\$58.00
	168902	08/04/2015	SVC - 15730 NELSON AVE	\$58.00
	168903	08/04/2015	SVC - 15736 NELSON AVE	\$58.00
	168905	08/04/2015	SVC - 15702 NELSON AVE	\$58.00
20662	10/07/2015		KLEINFELDER, INC.	\$1,587.50
	Invoice	Date	Description	Amount
	001074820	09/11/2015	SOILS & MATERIALS OBSERVATION/TESTING AT	\$1,587.50
20663	10/07/2015		LA PUENTE VALLEY COUNTY	\$67.05
	Invoice	Date	Description	Amount
	2016-00000341	08/19/2015	06/19-08/19/15 SVC - 15702 NELSON AVE	\$67.05
20664	10/07/2015		LOCKS PLUS	\$1,467.20
	Invoice	Date	Description	Amount

**Industry Property and Housing Management Authority
Board Meeting
October 7, 2015**

Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
	32871	08/28/2015	RE-KEY LOCKS - 16000 E. TEMPLE AVE UNIT B	\$241.70
	32952	08/21/2015	RE-KEY LOCKS - 15702 NELSON AVE	\$287.08
	32960	09/14/2015	MAILBOX LOCKS - 17217 CHESTNUT ST	\$938.42
20665	10/07/2015		MX GRAPHICS, INC.	\$26.16
	Invoice	Date	Description	Amount
	7777	08/13/2015	BLUEPRINT SVC - MP 12 06 20	\$26.16
20666	10/07/2015		SATSUMA LANDSCAPE & MAINT.	\$11,556.37
	Invoice	Date	Description	Amount
	0915EHNHCS	09/29/2015	LANDSCAPE MAINTENANCE - SEPTEMBER 2015	\$11,556.37
20667	10/07/2015		VILLEGAS GENERAL BUILDING	\$85.00
	Invoice	Date	Description	Amount
	176	08/26/2015	REPAIR/ADJUST DOOR - 15702 E. NELSON AVE	\$85.00

Checks	Status	Count	Transaction Amount
	Total	15	\$60,835.44

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 4.2

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 12, 2015
PAGE 1

CALL TO ORDER

The Regular Meeting of the Property and Housing Management Authority of the City of Industry, California, was called to order by Chairman Troy Helling at 10:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Troy Helling, Chairman
Carlos Cuevas, Board Member

STAFF PRESENT: Paul J. Philips, Executive Director; Bianca Sparks, Deputy General Counsel; and Cecelia Dunlap, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF REGISTER OF DEMANDS FOR JUNE 10, 2015 AND JULY 8, 2015

MOTION BY BOARD MEMBER CUEVAS, AND SECOND BY CHAIRMAN HELLING TO APPROVE THE REGISTER OF DEMANDS AND RATIFY THE ISSUANCE OF THE CHECKS. MOTION CARRIED 2-0.

CONSIDERATION OF REGISTER OF DEMANDS FOR AUGUST 12, 2015

MOTION BY BOARD MEMBER CUEVAS, AND SECOND BY CHAIRMAN HELLING TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE AUTHORITY OFFICIALS TO PAY THE BILLS. MOTION CARRIED 2-0.

CONSIDERATION OF THE MINUTES OF THE APRIL 8, 2015 AND THE MAY 13, 2015 REGULAR MEETINGS

MOTION BY BOARD MEMBER CUEVAS, AND SECOND BY CHAIRMAN HELLING TO APPROVE THE MINUTES AS SUBMITTED. MOTION CARRIED 2-0.

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 12, 2015
PAGE 2

**DISCUSSION AND DIRECTION REGARDING MINOR REPAIRS TO THE HOUSE
LOCATED AT 15702 NELSON AVENUE, CITY OF INDUSTRY**

Discussion by Chairman Helling regarding the minor repairs that are necessary prior to making the house available to new tenants.

MOTION BY BOARD MEMBER CUEVAS, AND SECOND BY CHAIRMAN HELLING TO APPROVE THE MINOR REPAIRS, CLEANING, REPAINTING AND NEW CARPET TO THE HOUSE LOCATED AT 15702 NELSON AVENUE, AND DIRECTED STAFF TO PROCEED WITH THE WORK. MOTION CARRIED 2-0.

**DISCUSSION AND DIRECTION REGARDING TO HIRING OF AN ARCHITECT TO
DRAFT PRELIMINARY PLANS FOR REMODELING THE HOUSE LOCATED AT
16220 TEMPLE AVENUE, CITY OF INDUSTRY**

Discussion by Chairman Helling regarding the need to hire an architect to prepare plans for the remodel of the vacant house.

MOTION BY BOARD MEMBER CUEVAS, AND SECOND BY CHAIRMAN HELLING TO DIRECT STAFF TO HIRE AN ARCHITECT TO PERFORM PRELIMINARY PLANS FOR THE REMODELING OF HOUSE LOCATED AT 16220 TEMPLE AVENUE. MOTION CARRIED 2-0.

**CONSIDERATION OF A RESIDENTIAL RENTAL AGREEMENT BETWEEN THE
INDUSTRY PROPERTY AND HOUSING AUTHORITY AND JOSE SALAZAR AND
ANDREA SALAZAR, SUBJECT TO APPROVAL AS TO FORM BY THE
AUTHORITY'S GENERAL COUNSEL**

MOTION BY BOARD MEMBER CUEVAS, AND SECOND BY CHAIRMAN HELLING TO APPROVE THE RESIDENTIAL RENTAL AGREEMENT BETWEEN THE INDUSTRY PROPERTY AND HOUSING AUTHORITY AND JOSE SALAZAR AND ANDREA SALAZAR FOR THE HOUSE LOCATED AT 16220 TEMPLE AVENUE, SUBJECT TO APPROVAL AS TO FORM BY THE AUTHORITY'S GENERAL COUNSEL. MOTION CARRIED 2-0.

**CONSIDERATION OF A RESIDENTIAL RENTAL AGREEMENT BETWEEN THE
INDUSTRY PROPERTY AND HOUSING AUTHORITY AND ABRAHAM CRUZ AND
MELINDA HERNANDEZ, SUBJECT TO APPROVAL AS TO FORM BY THE
AUTHORITY'S GENERAL COUNSEL**

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 12, 2015
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MOTION BY BOARD MEMBER CUEVAS, AND SECOND BY CHAIRMAN HELLING TO APPROVE THE RESIDENTIAL RENTAL AGREEMENT BETWEEN THE INDUSTRY PROPERTY AND HOUSING AUTHORITY AND ABRAHAM CRUZ AND MELINDA HERNANDEZ FOR THE HOUSE LOCATED AT 15702 NELSON AVENUE, SUBJECT TO APPROVAL AS TO FORM BY THE AUTHORITY'S GENERAL COUNSEL. MOTION CARRIED 2-0.

ADJOURNMENT

There being no further business, the Industry Property and Housing Management Authority adjourned at 10:12 a.m.

TROY HELLING
CHAIRMAN

CECELIA DUNLAP
ASSISTANT SECRETARY

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 4.3



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

P.O. BOX 3366 • CITY OF INDUSTRY • CALIFORNIA 91744
(626) 333-2211 • Fax (626) 961-6795 • www.cityofindustry.org

Troy Helling, Chairman
Carlos A. Cuevas, Board Member

Paul J. Philips, Executive Director
James M. Casso, General Counsel
Phyllis Tucker, Treasurer
Cecelia Dunlap, Assistant Secretary

MEMORANDUM

To: Chairman and Authority Members

From: Paul J. Philips, Executive Director

Staff: Clement N. Calvillo, CNC Engineering *CK*
Joshua Nelson, CNC Engineering

Date: September 30, 2015

SUBJECT: Remodel and Addition at 16220 Temple Avenue (MP 12-06 #15c)

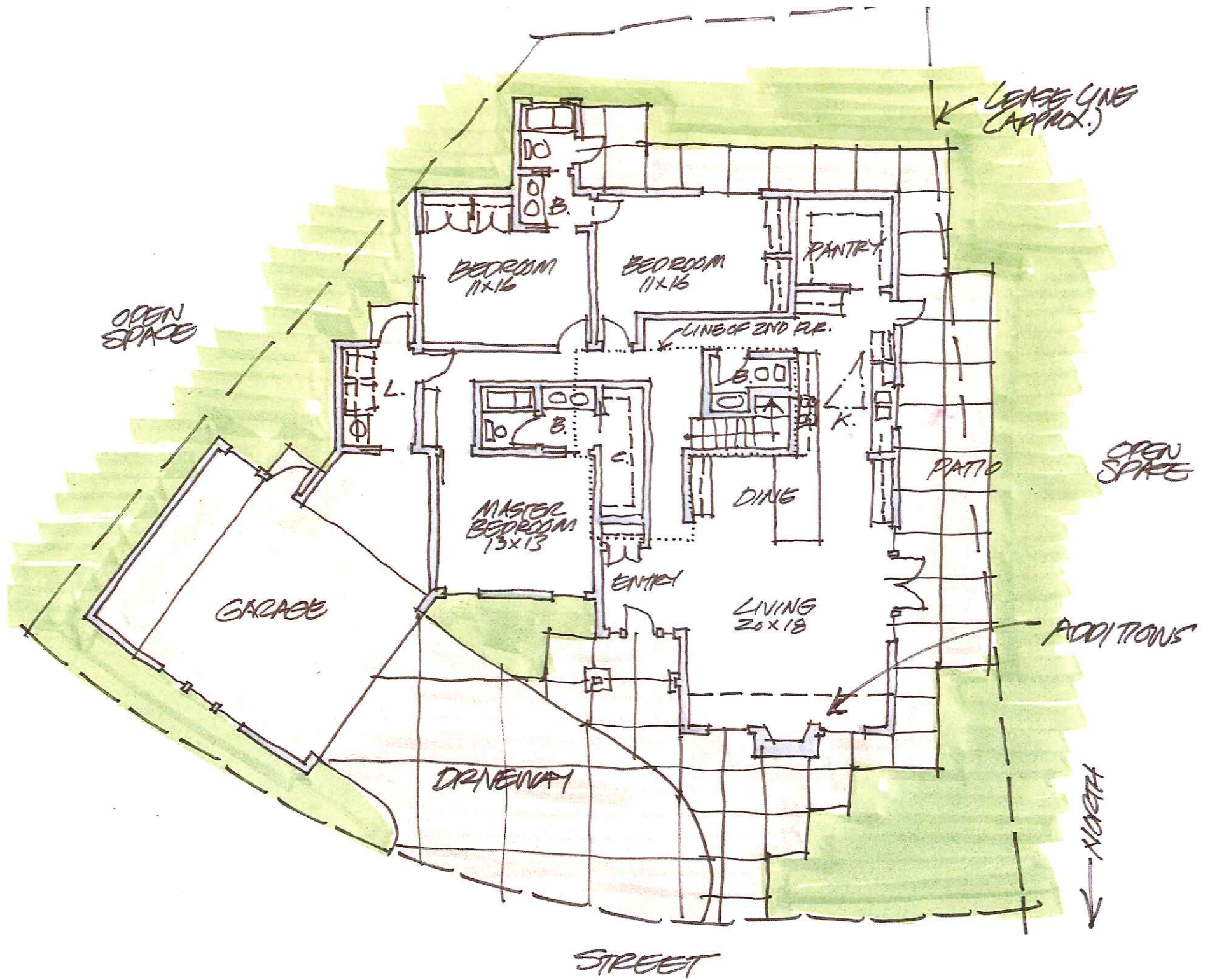
The Industry Property and Housing Management Authority (IPHMA) owns the home at 16220 Temple Ave. It was recently vacated by the tenant. It has fallen into disrepair and will be more useable with a room addition and interior remodel.

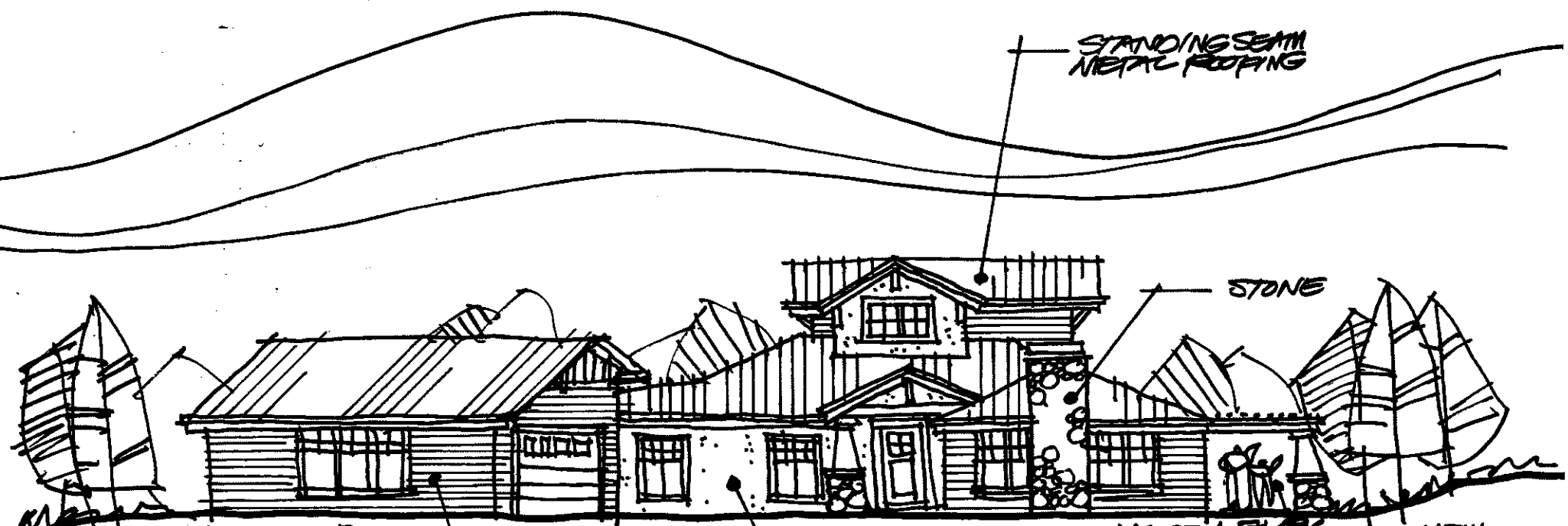
We contacted Joe Calabrese with Calabrese Architect to prepare some preliminary schematic designs after meeting in the field to discuss our ideas for the project. Attached you will find various renderings prepare by Calabrese Architect showing the project scope. What Calabrese Architect shows is a 850 square foot addition and various reconfigurations of the interior walls. The current garage will become a living room and the bulk of the addition will be a new garage.

Following the renderings you will find a professional services agreement in the amounts of \$75,000 with Calabrese Architect that will allow him to proceed with the design. This contract will take the project through plan check with building and safety, the public bidding phase as well as cover the construction phase where they will respond to contractor's Requests for Information (RFIs) and Submittals. It will only be billed on a time and materials basis.

It is hereby recommended that the Professional Services Agreement be approved in the amount of \$75,000.

JN:cl





STANDING SEAM
METAL ROOFING

STONE

SCHEMATIC DESIGN CONCEPT
CPLASPESE 9.23.15

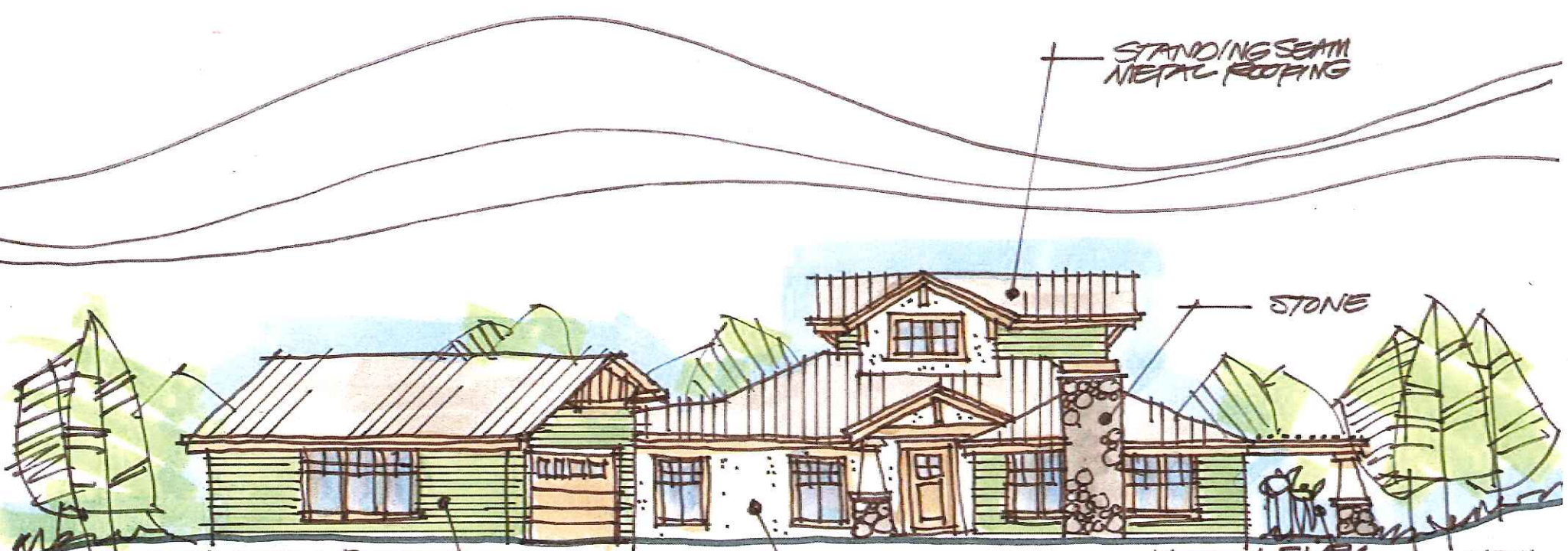
WOOD LOCK
CEMENT BOARD
SIDING

STUCCO

NORTH ELEV.

NEW
PATIO

CEMENT
DUAL PANE
WINDOWS



STANDING SEAM
METAL ROOFING

STONE

SCHEMATIC DESIGN CONCEPT
CPLARISE 9.23.15

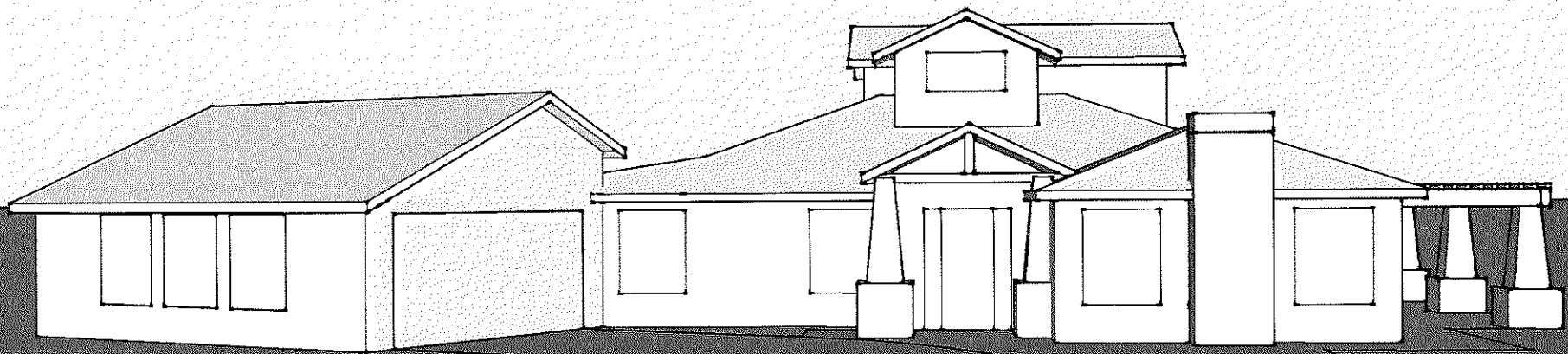
NORTH ELEV.

NEW
PATIO

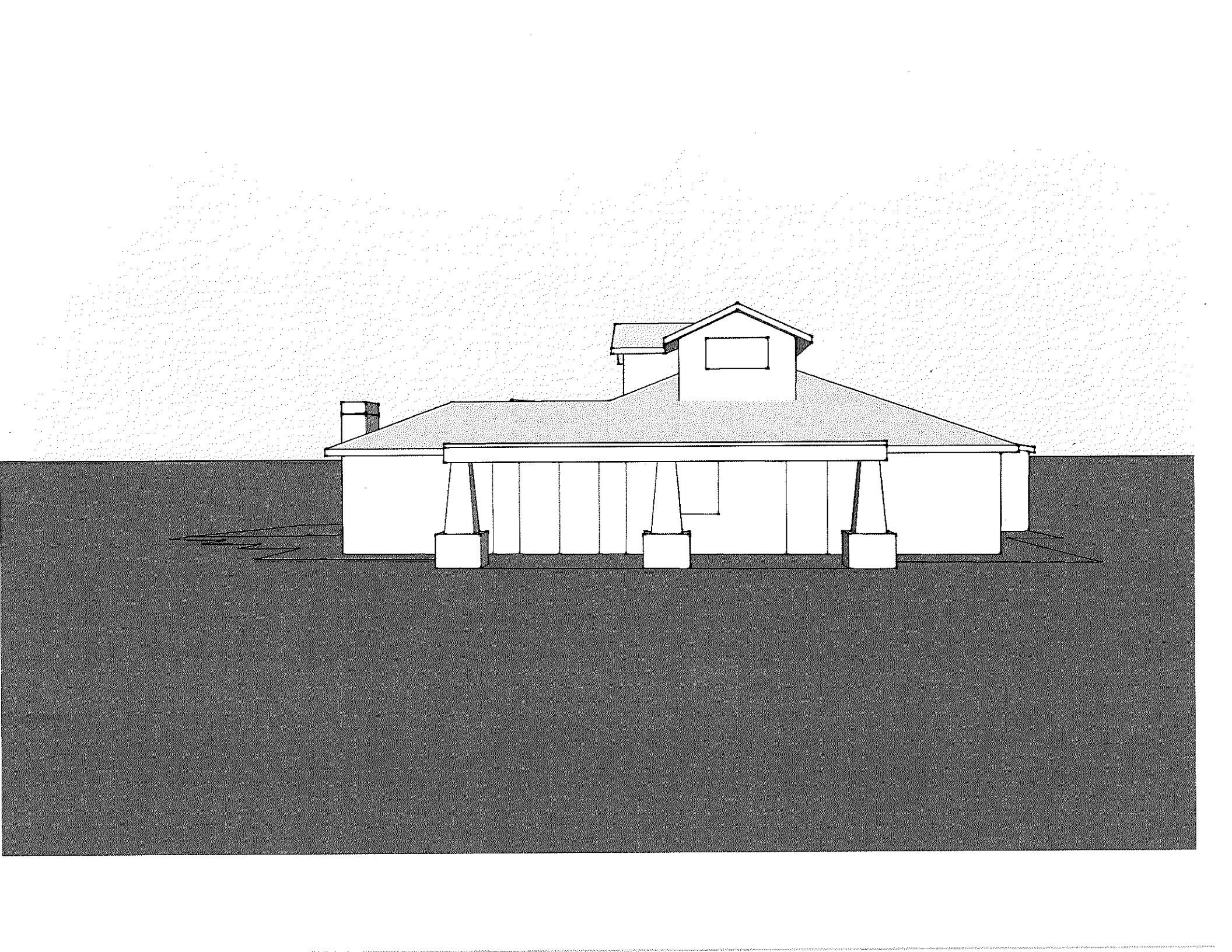
WOOD LOOK
CEMENT BOARD
SIDING

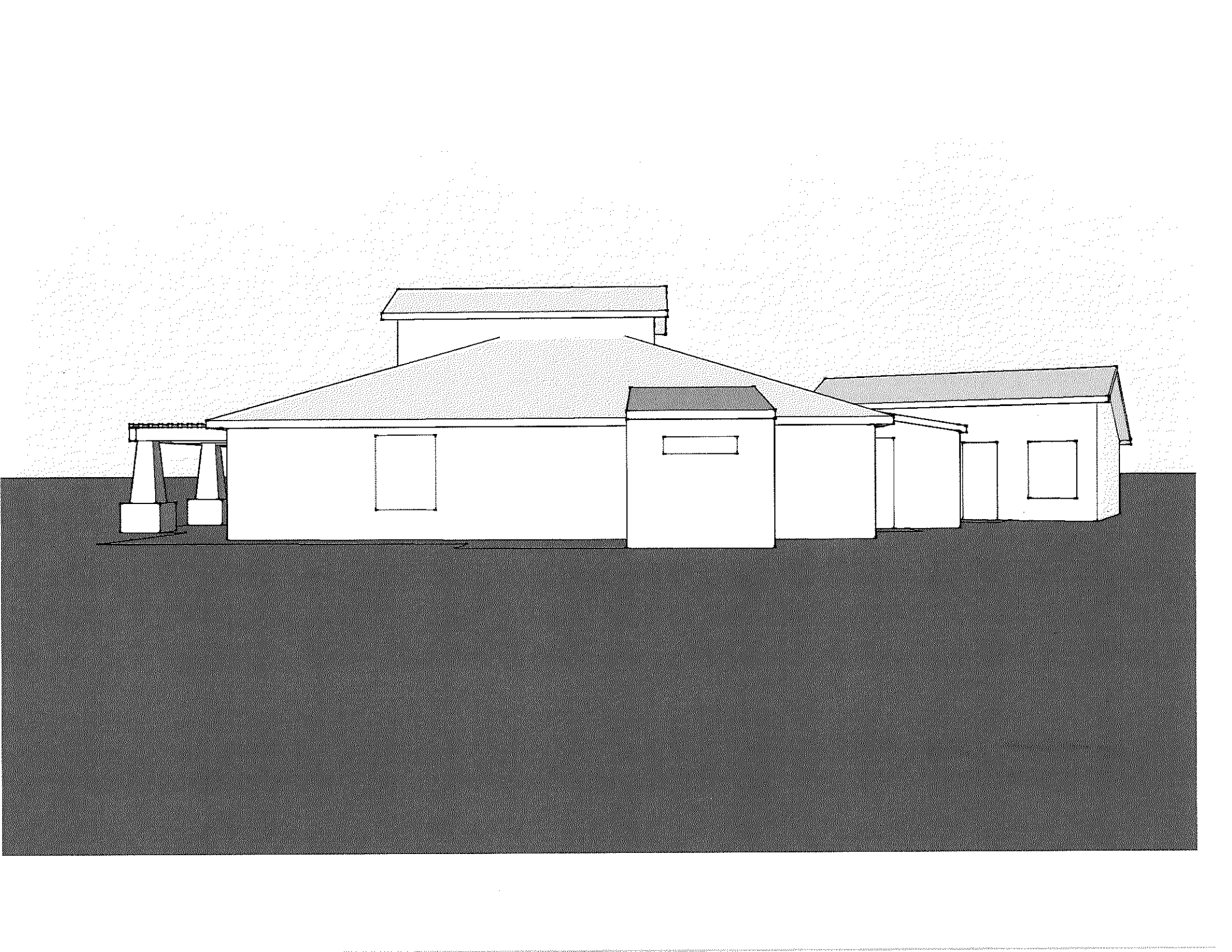
STUCCO

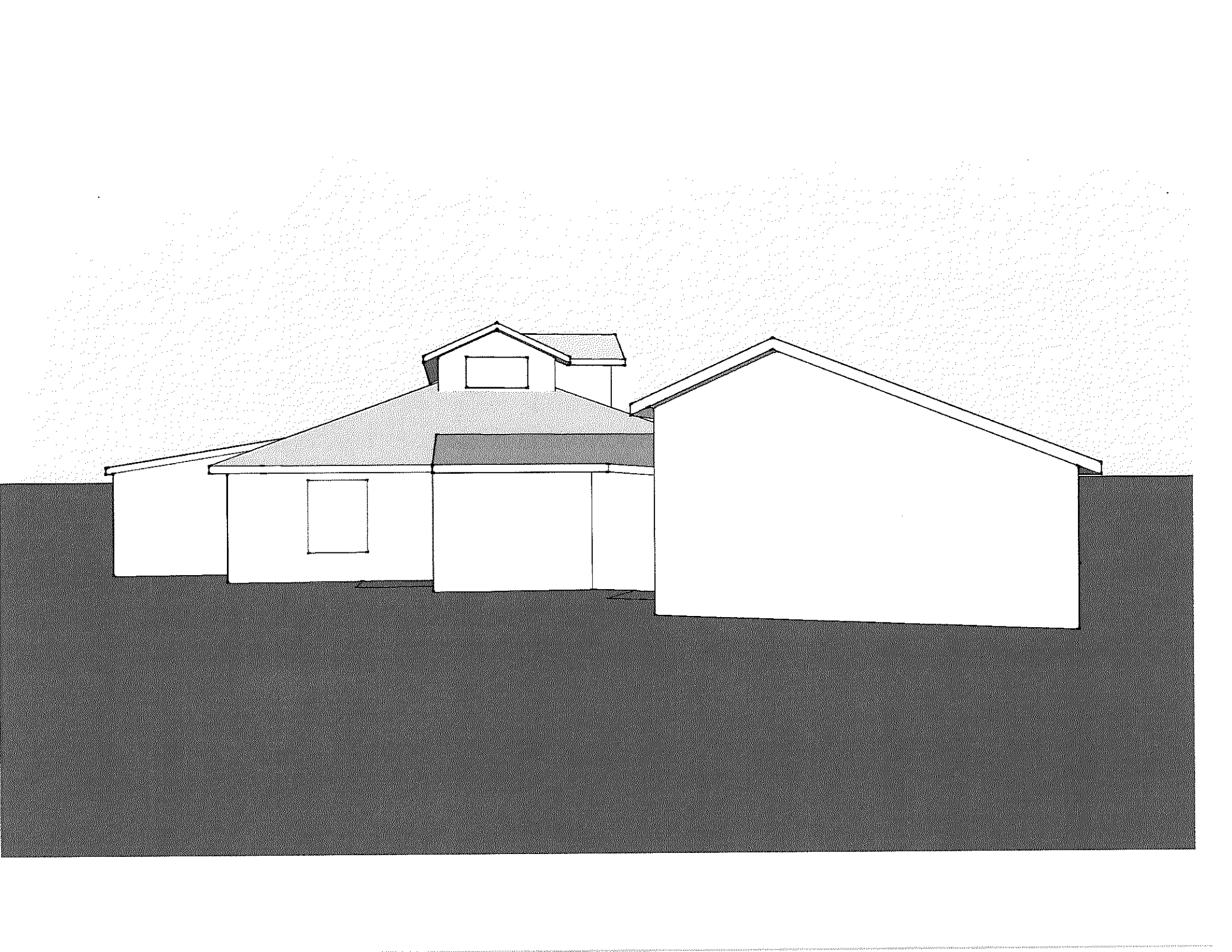
CEMENT
DUAL PANE
WINDOWS

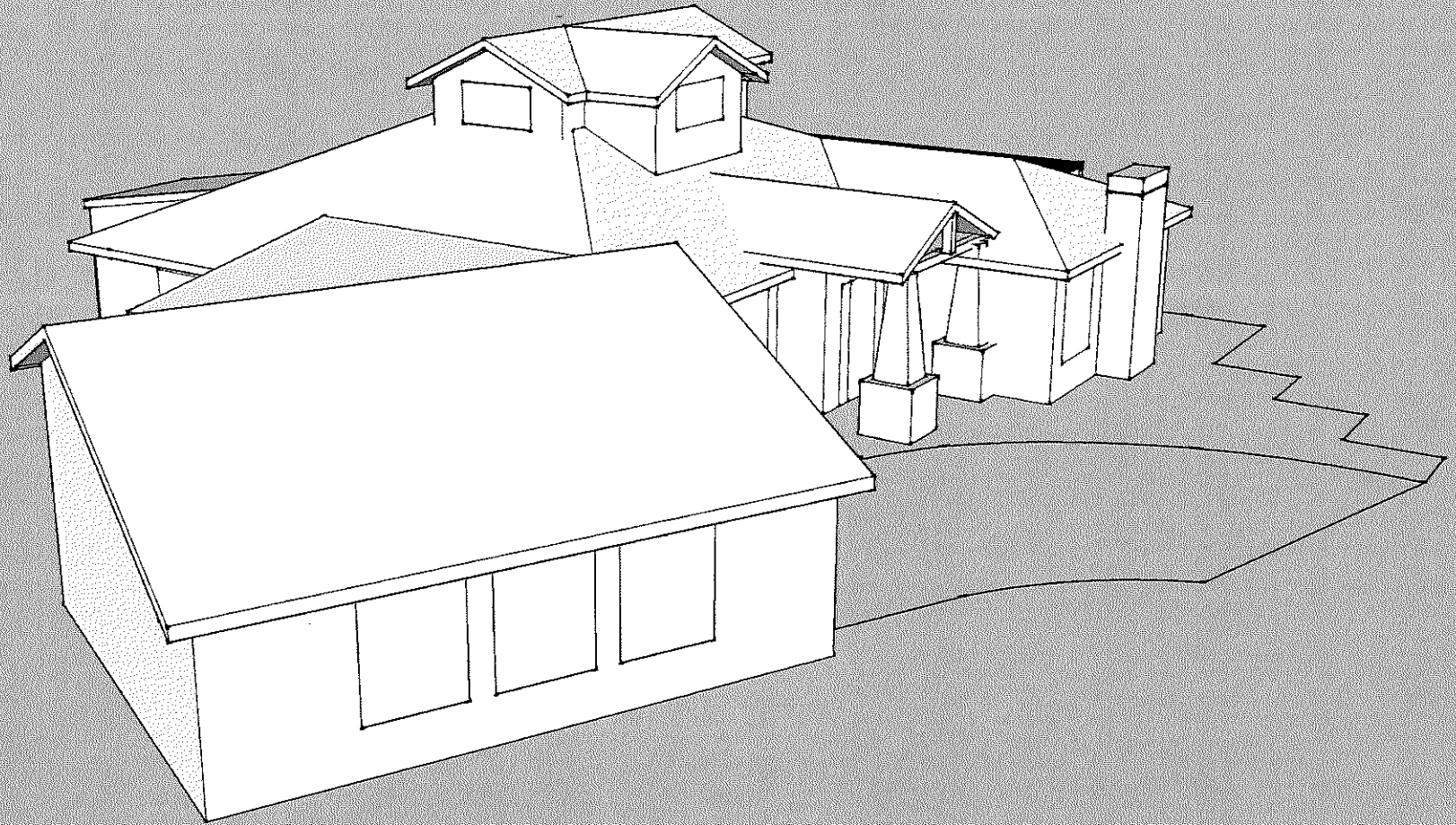


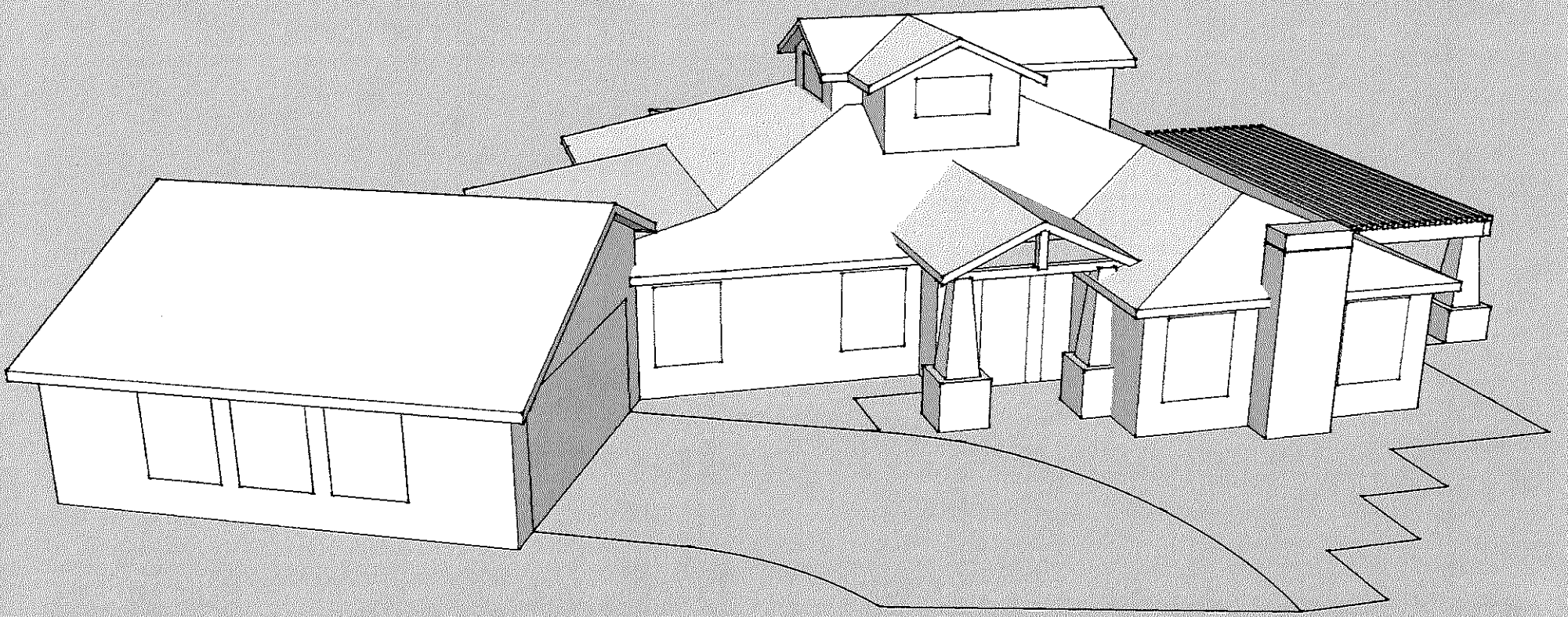


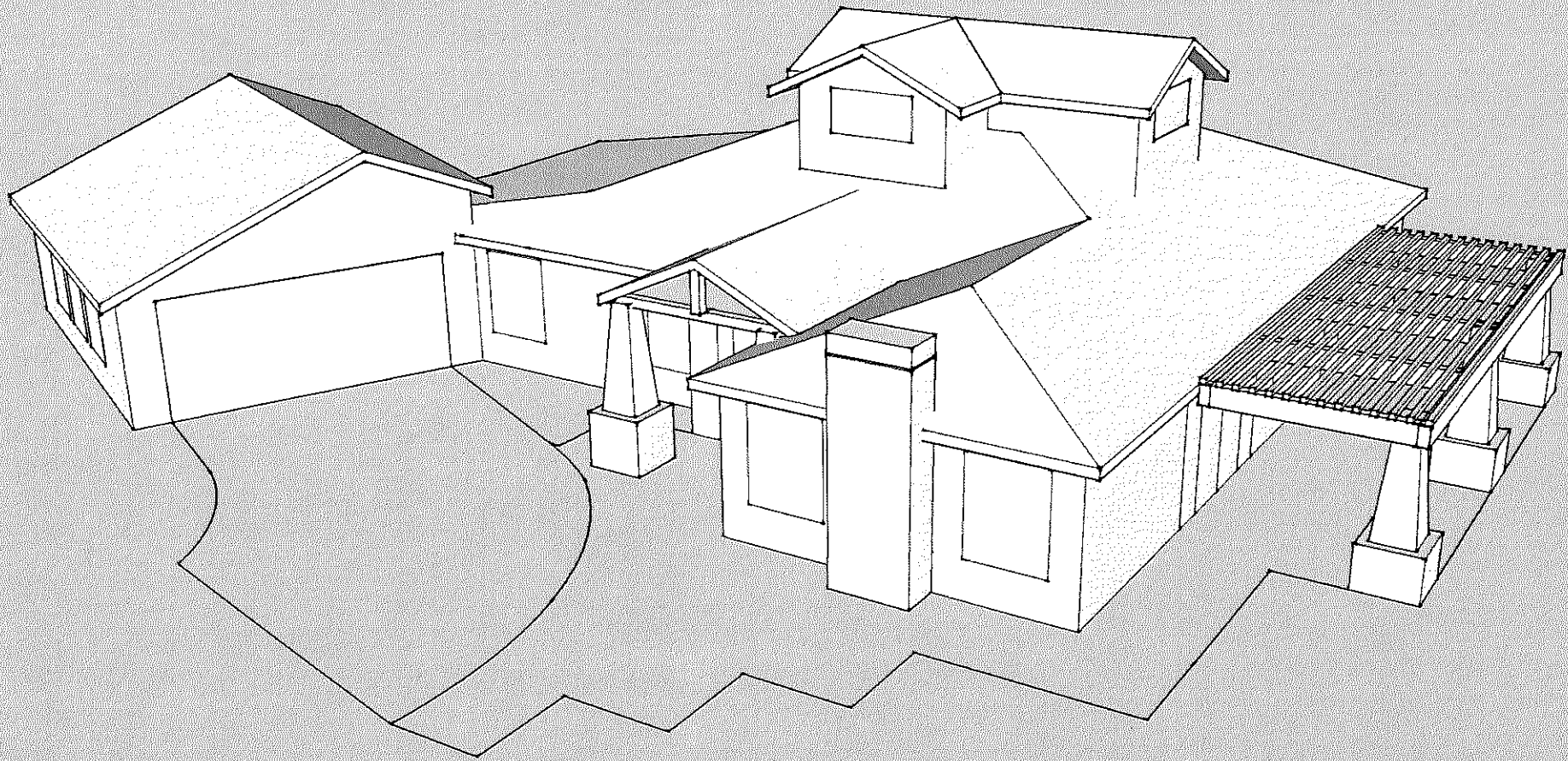


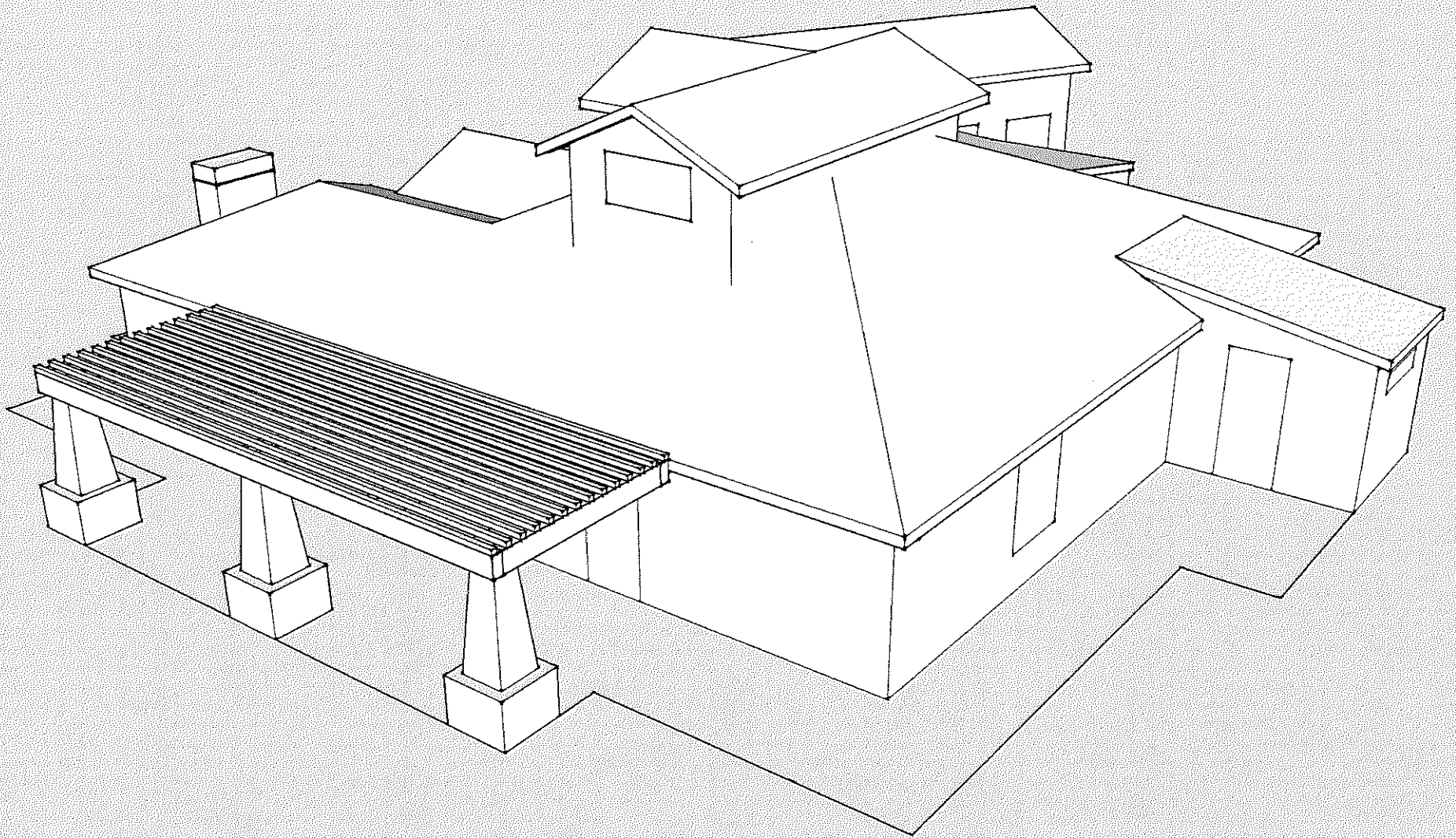


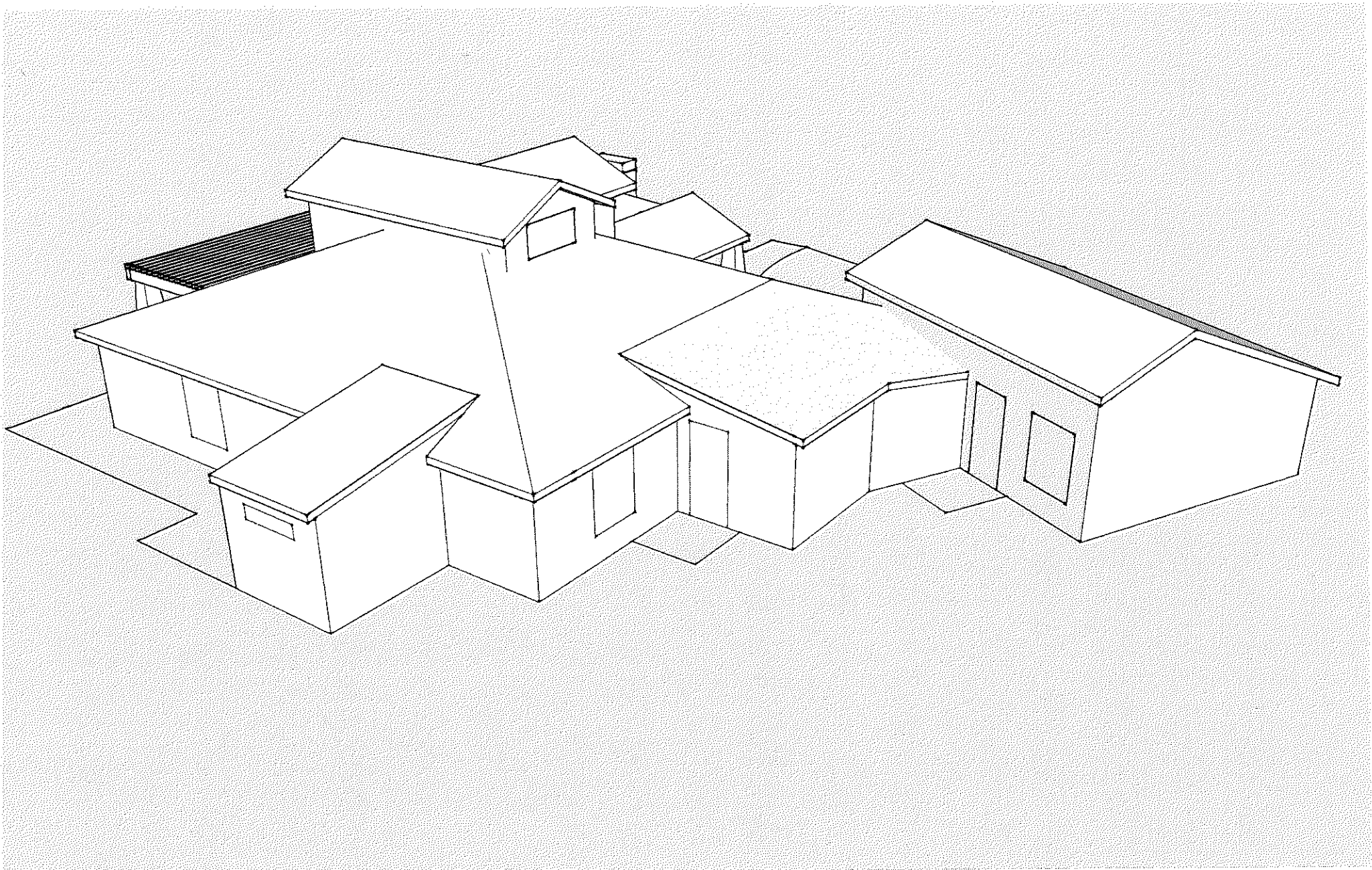


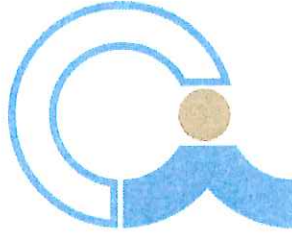












Industry Property and Housing Management Authority

PROFESSIONAL SERVICES AGREEMENT

With

Calabrese Architect

Effective Date: October 7, 2015

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PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of October 7, 2015 ("Effective Date"), and is between the Industry Property and Housing Management Authority, a California municipal corporation and charter city ("IPHMA") and Calabrese Architect, a Sole Proprietorship ("Consultant").

Section 1. Term of Agreement.

Subject to the provisions of Section 20 ("Termination of Agreement"), the term of this Agreement will be for a period commencing on the Effective Date and will terminate upon the completion of Consultant's services.

Section 2. Scope and Performance of Services.

- 2.1** Consultant agrees to perform the services set forth in Exhibit A ("Scope of Services"), which is made a part of this Agreement.
- 2.2** Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B ("Key Personnel & Compensation"), which is made a part of this Agreement.
- 2.4** Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify IPHMA and obtain IPHMA's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
- 2.5** Consultant must obtain IPHMA's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- 2.6** Consultant represents 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. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

2.7 IPHMA may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by IPHMA will not constitute a waiver of any of the provisions of this Agreement.

2.8 The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

Section 3. Additional Services and Changes in Services.

3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by IPHMA.

3.2 If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

3.3 IPHMA may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and IPHMA. The cost or credit to IPHMA resulting from changes in the services will be determined by the written agreement between the parties.

Section 4. Familiarity with Services and Site.

4.1 By executing this Agreement, Consultant represents that Consultant:

- (a) has thoroughly investigated and considered the Scope of Services to be performed;
- (b) has carefully considered how the services should be performed;
- (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
- (d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.

4.2 If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform IPHMA of such fact and will not proceed except at Consultant's own risk until written instructions are received from IPHMA.

Section 5. Compensation and Payment.

- 5.1** Subject to any limitations set forth in this Agreement, IPHMA agrees to pay Consultant the amounts specified in Exhibit B (“Key Personnel & Compensation”). The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by IPHMA.
- 5.2** The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount.
- 5.3** Each month during the term of this Agreement, Consultant must furnish IPHMA with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services. If applicable, the invoice must also provide a budget summary including the total amounts previously invoiced and paid, the current invoice amount and the budget remaining.
- 5.4** IPHMA will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by IPHMA, the invoice will be returned by IPHMA to Consultant for correction and resubmission.
- 5.5** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by IPHMA, IPHMA will cause Consultant to be paid within 30 days of receipt of Consultant’s invoice.
- 5.6** Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to IPHMA at the time of payment.
- 5.7** IPHMA reserves the right to withhold future payment to Consultant if any aspect of the Consultant’s work is found substantially inadequate.

Section 6. Required Documentation Prior to Performance.

- 6.1** Consultant may not perform any services under this Agreement until:

 - (a) Consultant furnishes proof of insurance as required under Exhibit C;
 - (b) Consultant provides IPHMA with a Taxpayer Identification Number;
 - (c) Consultant obtains a City business tax certificate and license, if applicable, and provides proof of compliance; and

(d) IPHMA gives Consultant a written notice to proceed.

6.2 The IPHMA will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Time of Performance; Excusable Delays; Extensions.

7.1 Consultant must adhere to all schedules and deadlines set forth in this Agreement.

7.2 Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.

7.3 If Consultant is delayed by any cause beyond Consultant's control, IPHMA may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify IPHMA within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant's performance of services.

Section 8. Cooperation by IPHMA.

All public information, data, reports, records, and maps as are existing and available to IPHMA as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

Section 9. Project Documents.

9.1 All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of IPHMA and may be used, reused or otherwise disposed of by IPHMA without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of IPHMA in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by IPHMA, Consultant must turn over to IPHMA all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. IPHMA acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at IPHMA's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to IPHMA the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement.

9.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without IPHMA's prior written approval.

Section 10. Confidential Information; Release of Information.

- 10.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than IPHMA without prior written authorization from the City Manager, except as may be required by law.
- 10.2** Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the IPHMA Attorney of IPHMA, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives IPHMA notice of such court order or subpoena.
- 10.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then IPHMA will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused to the extent by or incurred as a result of Consultant's conduct.
- 10.4** Consultant must promptly notify IPHMA should Consultant, its officers, employees, or agents 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 services performed under this Agreement. IPHMA 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 IPHMA and to provide IPHMA 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 IPHMA to control, direct, or rewrite such response.
- 10.5** All media and press releases, including graphic display information, must be approved and distributed solely by IPHMA, unless otherwise agreed to in writing by IPHMA. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by IPHMA.

Section 11. Consultant's Books and Records.

- 11.1** Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to IPHMA under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement.

11.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by IPHMA or its designated representative. Copies of such documents or records must be provided directly to IPHMA for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

11.3 Where IPHMA has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, IPHMA may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to IPHMA, as well as to its successors-in-interest and authorized representatives.

Section 12. Status of Consultant.

12.1 Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of IPHMA. Consultant has no authority to bind IPHMA in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against IPHMA, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by IPHMA.

12.2 The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither IPHMA, nor any elected or appointed boards, officers, officials, employees or agents of IPHMA, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. Consultant agrees that it will 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, or employees of IPHMA.

12.3 Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to IPHMA's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 13. Compliance with Applicable Laws.

13.1 In General. Consultant must use the standard of care in its profession to keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement that apply to the services performed by Consultant.

13.2 Professional Licenses and Approvals. Consultant agrees that it will, at its sole cost and expense, obtain and maintain in effect at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession.

13.3 Employment Laws. Consultant agrees to comply with all applicable federal and state employment laws including those that relate to minimum hours and wages, occupational health and safety, and workers compensation insurance. Consultant further represents that it is an equal opportunity employer and in performing services under this Agreement agrees to comply with all applicable federal and state laws governing equal opportunity employment, and further agrees that it will not discriminate in the employment of persons to perform services under this Agreement on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any such person, except as may be permitted by California Government Code section 12940.

Section 14. Unauthorized Aliens.

Consultant agrees to comply with all of the applicable provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*), as it may be amended, and further agrees not to employ unauthorized aliens as defined under the Act. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against IPHMA for the use of unauthorized aliens, Consultant agrees to reimburse IPHMA for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by IPHMA.

Section 15. Conflicts of Interest.

- 15.1** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of IPHMA or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 *et seq.*), and California Government Code section 1090.
- 15.2** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the IPHMA in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has any of the financial interests listed in Government Code section 87103.
- 15.3** If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant must promptly disclose the relationship to IPHMA and take such action as IPHMA may direct to remedy the conflict.
- 15.4** IPHMA understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to IPHMA, it is unaware of any stated position of IPHMA relative to these projects. Any future position of IPHMA on these projects will not be considered a conflict of interest for purposes of this section.

Section 16. Indemnification.

- 16.1** The parties agree that IPHMA should, to the fullest extent permitted by law, be defended, indemnified and held harmless from all Claims (defined below) related to the performance by Consultant of this Agreement. Accordingly, the provisions of this section are intended by the parties to be interpreted and construed to provide the IPHMA with the fullest protection possible under the law. Consultant acknowledges that IPHMA would not enter into this Agreement in the absence of Consultant's commitment to indemnify and defend IPHMA as set forth in this section.
- 16.2** For the purposes of this section, "IPHMA" includes IPHMA's officers, officials, employees, agents and volunteers, and "Consultant" includes Consultant's officers, officials, employees, agents and subcontractors.
- 16.3** Consultant agrees to defend and indemnify IPHMA from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant committed in performing any services under this Agreement or the failure to comply with any of the obligations of this Agreement (collectively, "Claims") to the extent such Claims arise out of, are a consequence of, or are in any way attributable to, or caused, in whole or in part, by the negligence, recklessness, or willful misconduct of Consultant in the performance of any services under this Agreement. The Claims subject to Consultant's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.
- 16.4** Consultant must notify IPHMA within five days of receipt of notice of any Claim made or legal action initiated that arises out of or pertains to Consultant's performance of services under this Agreement.
- 16.5** Consultant's duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant is obligated to defend IPHMA in all legal, equitable, administrative, or special proceedings, with counsel approved by IPHMA, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the Claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. Except for a Claim covered by Consultant's professional liability insurance, the defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of any IPHMA indemnified party. If it is finally adjudicated or agreed by IPHMA that liability was caused by the comparative active negligence or willful misconduct of any IPHMA indemnified party, then Consultant may submit a claim to IPHMA for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established or agreed upon comparative liability of the IPHMA indemnified party.

- 16.6** Consultant agrees that its defense and indemnity obligation under this section, includes the reasonable costs of attorney fees incurred by IPHMA's Attorney office to monitor and consult with Consultant regarding the defense of any Claim, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. IPHMA will use its best efforts to avoid duplicative attorney work or appearances in order to keep litigation costs to a reasonable minimum. This Section 16.6 does not apply to a Claim covered by Consultant's professional liability insurance.
- 16.7** Consultant agrees that settlement of any Claim against IPHMA requires the consent of IPHMA. IPHMA agrees that its consent will not be unreasonably withheld provided that Consultant is financially able (based on demonstrated assets including insurance) to fulfill its obligation to indemnify IPHMA for the costs of any such settlement as required under this Agreement.
- 16.8** Consultant's obligation to indemnify IPHMA applies unless it is finally adjudicated or agreed by IPHMA that the liability was caused by the sole active negligence or sole willful misconduct of a IPHMA indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a IPHMA indemnified party or the IPHMA otherwise agrees to such a determination, then Consultant's indemnification obligation will be reduced in proportion to the established comparative liability.
- 16.9** The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.
- 16.10** Notwithstanding any provision of this Agreement to the contrary, design professionals are required to defend and indemnify the IPHMA only to the extent permitted by Civil Code section 2782.8, which limits claims to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," is defined in Section 2782.8, and includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities that offer such services in accordance with the applicable provisions of the Business and Professions Code.
- 16.11** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant will be fully responsible for all obligations under this section. IPHMA's failure to monitor compliance with this requirement imposes no additional obligations on IPHMA and will in no way act as a waiver of any rights under this Agreement.
- 16.12** The provisions of this section will survive the expiration or earlier termination of this Agreement.

16.13 The provisions of this section will survive the expiration or earlier termination of this Agreement.

Section 17. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C ("Insurance"), which is made a part of this Agreement. All insurance policies are subject to approval by IPHMA as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager or IPHMA Attorney.

Section 18. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. IPHMA has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of IPHMA, which may be withheld in the IPHMA's sole discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling IPHMA to any and all remedies at law or in equity, including summary termination of this Agreement.

Section 19. Default; Limitations on Liability.

- 19.1** In the event that Consultant is in default under the terms of this Agreement, IPHMA will have no obligation or duty to continue compensating Consultant for any services performed after IPHMA provides written notice to Consultant of such default.
- 19.2** Consultant agrees that no IPHMA official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of IPHMA, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.
- 19.3** IPHMA's liability under this Agreement is limited to payment of Consultant in accordance with the terms of this Agreement and excludes any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

Section 20. Termination of Agreement.

- 20.1** IPHMA may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant must cease immediately all work and services in progress.
- 20.2** Consultant may terminate this Agreement at any time upon 30 days prior written notice of termination to IPHMA.
- 20.3** Upon termination of this Agreement by either Consultant or IPHMA, all property belonging to IPHMA that is in Consultant's possession must be returned to IPHMA. Consultant must promptly deliver to IPHMA a final invoice for all outstanding services performed and

expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

- 20.4** Consultant acknowledges IPHMA's rights to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from IPHMA's termination of this Agreement.

Section 21. Notices.

- 21.1** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To IPHMA: Industry Property and Housing Management Authority
15625 East Stafford Street, Suite 100
City of Industry, CA 91744
Attention: Paul J. Philips, Executive Director

(Tel.) (626) 333-2211
(Fax) (626) 961-6795
(E-Mail) paul@cityofindustry.org

To Consultant: Calabrese Architect
3660 West Temple Avenue, Suite 110
Pomona, CA 91768
Attention: Joe Calabrese

(Tel.) (714) 255-0066
(E-mail) joe@calabresearchitect.com

- 21.2** Notice will be deemed effective on the date personally delivered or electronically transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 21.3** Any party may change its notice information by giving notice to the other party in compliance with this section.

Section 22. General Provisions.

- 22.1 Authority to Execute; Counterparts.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties.

- 22.2 Entire Agreement.** This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and IPHMA prior to the execution of this Agreement.
- 22.3 Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 22.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the IPHMA Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 22.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature.
- 22.6 Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will 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 IPHMA of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 22.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 22.8 Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.
- 22.9 Venue.** In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Los Angeles.

[Signatures on the following page.]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties hereby execute this Agreement as follows:

INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

Troy Helling, Chairman

ATTEST:

Cecelia Dunlap, Assistant Secretary

APPROVED AS TO FORM:

James M. Casso, City Attorney

CONSULTANT:

Calabrese Architect, a Sole Proprietorship

By _____
Name: Joe Americo Calabrese
Title: Owner/Architect

EXHIBIT A
SCOPE OF SERVICES
[Attached]

CalabreseArchitect

3660 West Temple Avenue Suite 110 Pomona California 91768 phone 714.255.0066 www.CalabreseArchitect.com

DATE: September 29, 2015

TO: Att: Paul J. Philips, Executive Director
Industry Property and Housing Management Authority
15625 Stafford Street
Industry CA 91744

PROJECT: 16220 Temple Avenue - Remodel & Addition

REGARDING: Design Services Proposal

PROPOSAL:

SUMMARY BY PHASE

STEP 1		
	\$7,500.00	1 PRE-DESIGN PHASE
	-	2 SITE ANALYSIS PHASE
	\$7,500.00	3 SCHEMATIC DESIGN PHASE
STEP 2		
	\$12,600.00	4 DESIGN DEVELOPMENT PHASE
STEP 3		
	\$37,500.00	5 CONTRACT DOCUMENT PHASE ARCHITECT & ENGINEERS (SEM)
STEP 4		
	\$2,400.00	6 BIDDING PHASE
STEP 5		
	\$7,500.00	7 CONTRACT ADMINISTRATION PHASE
NA		
	NONE	8 POST CONTRACT PHASE
	NONE	9 SUPPLEMENTAL SERVICES
	\$75,000.00	TOTAL

Thank you very much for the opportunity to submit a proposal for your project. A description of design process and a fee schedule is attached. Please feel free to give me a call if you have any questions or would like to meet in person.

SINCERELY,
JOE A. CALABRESE A.I.A.
ARCHITECT

VIA: email
COPY: File



CalabreseArchitect

3660 West Temple Avenue Suite 110 Pomona California 91768 phone 714.255.0066 www.CalabreseArchitect.com

1 Pre-Design

Deciding what to build.

Owner: Hires the architect or, in house, develops project scope, goals, budget, and schedule as well as information about how the facility will be used. The owner will obtain certain documents and tests, such as, soil, surveys and, land deeds.

Architect: Learns what owner wants and needs, often through interviews with key staff and management and visits to the current site and new site. Tests the fit between what the owner wants to build and the budget. Alerts owner to potential problems. Analyzes the owners program. Measures and prepares base plans of existing building if needed.

2 Schematic Design

Rough sketches.

Architect: Prepares sketches, models, drawings and a preliminary estimate of construction cost. Discusses the design and alternatives with the owner. Makes revisions as directed by the owner. Consults with engineers and other consultants as needed.

Owner: Reviews schematic designs. Asks questions. Requests revisions if needed. Approves schematic designs when satisfied that they meet the buildings goals.

3 Design Development

Refining the design.

Architect: Establishes and describes the size and character of the entire project in more detail. Drawings may include sections as well as elevations showing exterior treatment, site plan with grading, and general landscape. Prepares outline specifications listing major materials and room finishes as well as general description of mechanical and electrical systems. Shows owner carpet, furniture, lighting, and other samples as appropriate for scope of work contracted. Works with mechanical, electrical, and structural engineers and other consultants as needed. Further refines the estimate of construction cost.

Owner: Reviews drawings to determine how closely the design development documents meet the original program and budget criteria. Reviews selection of floor, wall and ceiling finishes, door types, windows and furniture. Makes sure all questions are answered. Approves design development documents and estimates, when satisfied that they meet the building goals.

4 Construction Documents

The blueprints.

Architect: Prepares, with the engineers, the detailed working drawings and specifications that the contractor will use to establish final construction prices and to build the project. These drawings and specifications become part of the contract between the owner and the contractor. Assists the owner in filing documents for the approval of governmental authorities for building and zoning permits.

Owner: Files documents for the approval of governmental authorities to obtain building and zoning permits. Reviews construction documents and preliminary construction cost estimates prepared by the architect. Approves construction documents when satisfied that they meet the building goals.

5 Bid/Negotiation

Hiring the contractor.

Architect: Answers questions and clarifies drawing and specifications for the owner and contractors. Assists the owner in obtaining bids or negotiated proposals from contractors. Assists owner in awarding contracts for construction.

Owner: Chooses contractor selection process. Hires and negotiates contract with contractor.

6 Construction

Managing the building process.

Architect: Serves as owner's representative during construction. Visits the site at intervals agreed to by the owner, to help verify that the contractor's work is consistent with the contract drawings and specifications. Reviews and certifies payments to contractor. Processes change orders. Informs owner and contractor of work that requires correction.

Owner: Reviews reports from architect and contractor on progress of the project. Pays contractor.

7 Post Construction

Maintain quality.

Architect: Architect provides 1 year observation report and recommended maintenance and repairs.

Owner: Maintains the facility and makes repairs as needed. negotiates contract with contractor.

EXHIBIT B

KEY PERSONNEL & COMPENSATION

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are Joe Americo Calabrese.
2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$75,000.00.

FEE SCHEDULE

See Attached Schedule

CalabreseArchitect

3660 West Temple Avenue Suite 110 Pomona California 91768 phone 714.255.0066 www.CalabreseArchitect.com

Rate Sheet 2015

PROFESSIONAL SERVICE

ARCHITECT	\$150.00 / HR
STAFF (ADMIN & TECH)	\$85.00 / HR

REIMBURSABLE EXPENSES FOR FIXED FEE AGREEMENT

	UNIT COST
CONSULTANT	1.5 X COST
ORDERED PRINTS	1.2 X COST
PRESENTATION MATERIALS, MISC.	1.2 X COST
SHIPPING	1.2 X COST

REIMBURSABLE EXPENSES FOR TIME & EXPENSE AGREEMENT

	UNIT COST
CONSULTANT	1.2 X COST
ORDERED PRINTS	1.1 X COST
PRESENTATION MATERIALS, MISC.	1.1 X COST
SHIPPING	1.1 X COST

IN-HOUSE PRINTS

8.5X11	.10 B/W / PAGE
8.5X11	.40 COLOR / PAGE
8.5X14	.15 B/W / PAGE
8.5X14	.60 COLOR / PAGE
11X17	.20 B/W / PAGE
11X17	.90 COLOR / PAGE

ELECTRONIC FILES

	UNIT COST
PDF	INCLUDED
DWG	INCLUDED

FIXED FEE AGREEMENT INCLUDES ARCHITECT RELATED LABOR. ARCHITECT RELATED LABOR FOR TIME & EXPENSE AGREEMENT IS BILLED SEPARATELY.

EXHIBIT C
INSURANCE

- A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability:	\$1,000,000
Business Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Requirement.

- B. **Commercial General Liability Insurance.** Commercial general liability insurance must have coverage at least as broad as Insurance Services Office (ISO) CGL Form No. CG 00 01 . The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability for the policy coverage. The insurance must be on an "occurrence" not a "claims made" basis.
- C. **Business Automobile Insurance.** Automobile insurance must have coverage at least as broad as ISO Business Auto Coverage Form CA 00 01 covering bodily injury and property damage, including coverage for any owned, hired, non-owned or rented vehicles. If Consultant or Consultant's employees will use personal autos in connection with the provision of services under this Agreement, Consultant will provide evidence of personal auto liability coverage for each such person.
- D. **Professional Liability (Errors & Omissions) Insurance.** This coverage must be on a "claims made" basis, including 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. Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of Consultant's services. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Consultant must purchase extended period coverage for a minimum of three years after completion of services.
- E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program. Consultant certifies that it is aware of the provisions of the California Labor Code, which require every employee to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the Labor Code. Consultant certifies that it will comply with such provisions before commencing performance of services under this Agreement and thereafter maintain such coverage as required by the Labor Code.
- F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the IPHMA, its officials, officers, employees, agents and volunteers are "additional insureds" under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.

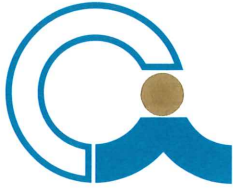
- G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by IPHMA. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by IPHMA in its sole discretion. At the option of IPHMA, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the IPHMA's additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.
- H. **Primary Insurance.** Each of the commercial general liability and business auto insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed "primary" so that any insurance that may be carried by IPHMA will be deemed excess to that of Consultant. This endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or current equivalent form acceptable to IPHMA.
- I. **Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Consultant must file with the IPHMA certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by IPHMA. These certificates of insurance and endorsements must be in a form approved by the IPHMA Attorney. Consultant must maintain current certificates and endorsements on file with IPHMA during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no termination or cancellation of the required coverage will be effective except upon 30 days' prior written notice to IPHMA. The delivery to IPHMA of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the IPHMA's right to require compliance. In the event that Consultant's policies are materially changed, Consultant must provide the IPHMA with at least 30 days' prior written notice of the applicable changes.
- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best's Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to IPHMA.
- L. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to IPHMA for injury to employees of Consultant, its subcontractors or others performing work to satisfy Consultant's obligations under this Agreement. The scope of coverage provided is subject to approval of IPHMA following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than \$4,000,000 per occurrence and aggregate.
- M. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against IPHMA, its officials, officers,

employees, agents and volunteers, and each insurer must issue a certificate to the IPHMA evidencing this waiver of subrogation rights.

- N. **Subcontractor Insurance.** Should the Consultant subcontract out any of the work or services required under this Agreement, it must include all subcontractors as insured's under its policies or maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Exhibit C. If this option is exercised, both IPHMA and Consultant must be named as additional insured under the subcontractor's general liability policy. All coverages for subcontractors will be subject to all the requirements of this Exhibit C. The IPHMA reserves the right to perform an insurance audit during the term of this Agreement to verify compliance with requirements.
- O. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, IPHMA may obtain such coverage at Consultant's expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.
- P. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to IPHMA in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to IPHMA to compensate it for such losses.
- Q. **Higher Limits of Insurance.** If Consultant maintains higher limits of insurance than the minimums shown above, IPHMA will be entitled to coverage for the higher limits maintained by Consultant.
- R. **Evaluation and Revision of Coverage.** IPHMA retains the right to modify, delete, alter or change the insurance requirements set forth in this Exhibit C upon not less than 90 days prior written notice. If any such change results in a substantial additional cost to Consultant, the IPHMA and Consultant may renegotiate Consultant's compensation under this Agreement.

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 4.4



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

P.O. BOX 3366 • CITY OF INDUSTRY • CALIFORNIA 91744
(626) 333-2211 • Fax (626) 961-6795 • www.cityofindustry.org

MEMORANDUM

TO: Honorable Chairman Helling and Authority Board Members

FROM: Paul J. Philips, Executive Director

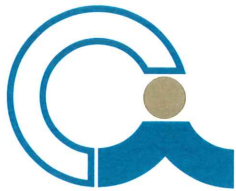
DATE: October 2, 2015

SUBJECT: Residential Water Billings

My office has been advised that an inconsistency exists in the water billings among the various IPHMA provided housing units. IT IS RECOMMENDED that the Authority direct and authorize the Executive Director to review and standardize the water billing policy for the IPHMA-managed residential units.

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 4.5



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

P.O. BOX 3366 • CITY OF INDUSTRY • CALIFORNIA 91744
(626) 333-2211 • Fax (626) 961-6795 • www.cityofindustry.org

Troy Helling, Chairman
Carlos A. Cuevas, Board Member
Mike Reible, Board Member

Paul J. Philips, Executive Director
James M. Casso, General Counsel
Phyllis Tucker, Treasurer
Cecelia Dunlap, Assistant Secretary

MEMORANDUM

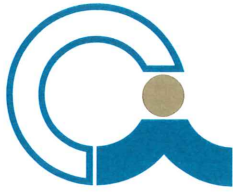
TO: The City of Industry Property and Housing Management Authority
FROM: Paul J. Philips, City Manager *Paul J. Philips*
DATE: September 28, 2015
SUBJECT: Lease Agreement for Vacant Residential Property - 15714 Nelson Avenue

The residential house located at 15714 Nelson Avenue has become vacant. In the past, Mr. Leonard Nunnally has expressed interest in a long-term residential lease agreement with the Industry Property and Housing Management Authority.

IT IS RECOMMENDED that the City of Industry Property and Housing Management Authority approve a Lease Agreement with Mr. Leonard Nunnally for the vacant residential property located at 15714 Nelson Avenue.

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 4.6 & 4.7



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

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Paul J. Philips, Executive Director
James M. Casso, General Counsel
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Cecelia Dunlap, Assistant Secretary

MEMORANDUM

TO: The City of Industry Property and Housing Management Authority
FROM: Paul J. Philips, City Manager *Paul J. Philips*
DATE: October 2, 2015
SUBJECT: Vacant Residence - 15652 Nelson Avenue and One Additional
Prospective Tenant Request

Travis and Vivian Brady have requested consideration of a Lease Agreement for the soon to be vacant residential property located at 15652 Nelson Avenue. Additionally, Daniel Newmire has requested that he be considered for a Lease Agreement for any upcoming residential unit.

IT IS RECOMMENDED that the Authority Board approve Travis and Vivian Brady for a Lease Agreement for 15652 Nelson Avenue, and also accept Daniel Newmire as a future lessee as residential properties become available.