
City of Industry Property and Housing Management Authority



REGULAR MEETING AGENDA
MAY 12, 2021
10:30 a.m.

Chair Phil Cook
Vice Chair Ken Calvo
Board Member Raheleh Gorginfar
Board Member Tim Seal

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

Addressing the Authority:

NOTICE OF TELEPHONIC MEETING:

- ***Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the special meeting of the Industry Property and Housing Management Authority Meeting shall be held telephonically. Members of the public shall be able to attend the meeting telephonically and offer public comment by calling the following conference call number: 657-204-3264 and entering the following Conference ID: 142 167 651#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the IPHMA meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Monday, May 10, 2021, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.***

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- ***Agenda Items:*** Members of the public may address the Industry Property and Housing Management 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.
 - ***Public Comments (Non-Agenda Items Only):*** Anyone wishing to address the Industry Property and Housing Management 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.

Agendas and other writings:

- ***In compliance with Government Code Section 54957.5(b), 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 of the City Council during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. City Hall doors are open to the public Monday through Friday 9:00 a.m. to 11:30 a.m. and 1:30 p.m. to 3:30 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.***

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.1

INDUSTRY PROPERTY & HOUSING MANAGEMENT AUTHORITY

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting May 12, 2021

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
160	INDUSTRY PROPERTY & HOUSING	75,306.18

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPHMA.WF.CHK	WELLS FARGO CHECKING	75,306.18

APPROVED PER CITY MANAGER

**Industry Property and Housing Management Authority
Board Meeting
May 12, 2021**

Check	Date		Payee Name	Check Amount	
IPHMA.WF.CHK - IPHMA Wells Fargo Checking					
200007	04/07/2021		04/30/2021	ENVIROCHECK, INC	\$1,190.00
	Invoice	Date	Description	Amount	
	191226	03/24/2021	MOLD INVESTIGATION REPORT - 15730 NELSON AVE	\$1,190.00	
200008	04/07/2021		04/30/2021	ROWLAND WATER DISTRICT	\$291.66
	Invoice	Date	Description	Amount	
	2021-00001665	03/24/2021	02/10-03/10/21 SVC - 17217 CHESTNUT ST	\$115.45	
	2021-00001666	03/24/2021	02/10-03/10/21 SVC - 17217 & 17229 CHESTNUT - IRR	\$102.40	
	2021-00001667	03/24/2021	02/10-03/10/21 SVC - 17229 CHESTNUT ST	\$73.81	
200009	04/14/2021		04/30/2021	SOCALGAS	\$53.43
	Invoice	Date	Description	Amount	
	2021-00001708	04/07/2021	03/05-04/05/21 SVC - 16200 TEMPLE AVE APT 202-BUNK	\$53.43	
200010	04/14/2021		04/30/2021	WIEKAMP CONSTRUCTION	\$6,750.00
	Invoice	Date	Description	Amount	
	1153	03/31/2021	WATER DAMAGE REPAIR - 15730 NELSON AVE	\$6,750.00	
200011	04/21/2021			SO CALIFORNIA EDISON COMPANY	\$3.12
	Invoice	Date	Description	Amount	
	2021-00001742	04/08/2021	03/05-04/04/21 SVC - 15652 NELSON AVE	\$3.12	
200012	04/21/2021		04/30/2021	WALNUT VALLEY WATER DISTRICT	\$21.30
	Invoice	Date	Description	Amount	
	3969128	04/08/2021	03/04-04/01/21 SVC - 20137 WALNUT DR	\$21.30	
200013	04/28/2021			INDUSTRY PUBLIC UTILITY COMMISSI	\$38.33

**Industry Property and Housing Management Authority
Board Meeting
May 12, 2021**

Check	Date		Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
	Invoice	Date	Description	Amount
	2021-00001766	04/16/2021	03/10-04/10/21 SVC - 16229 E TEMPLE AVE	\$14.62
	2021-00001767	04/16/2021	03/10-04/10/21 SVC - 16218 E TEMPLE AVE	\$23.71
200014	04/28/2021		L A COUNTY TAX COLLECTOR	\$307.03
	Invoice	Date	Description	Amount
	8940 149 038 21S	04/29/2021	SUPP PROP TAX FY 20/21 - 15714 NELSON AVE	\$307.03
200015	05/04/2021		INDUSTRY PUBLIC UTILITIES	\$114.51
	Invoice	Date	Description	Amount
	2021-00001860	05/01/2021	02/17-04/19/21 SVC - HANDORF LOOP RD-IRRIG BOOST	\$68.31
	2021-00001861	05/01/2021	02/17-04/19/21 SVC - HANDORF LOOP RD-IRRIGATION	\$46.20
200016	05/04/2021		LA PUENTE VALLEY COUNTY WATER	\$683.77
	Invoice	Date	Description	Amount
	2021-00001862	05/01/2021	02/17-04/19/21 SVC - 15652 NELSON	\$120.25
	2021-00001863	05/01/2021	02/17-04/19/21 SVC - 15702 NELSON	\$161.41
	2021-00001864	05/01/2021	02/17-04/19/21 SVC - 15714 NELSON	\$103.10
	2021-00001865	05/01/2021	02/17-04/19/21 SVC - 15722 NELSON	\$82.52
	2021-00001866	05/01/2021	02/17-04/19/21 SVC - 15730 NELSON	\$113.39
	2021-00001867	05/01/2021	02/17-04/19/21 SVC - 15736 NELSON	\$103.10
200017	05/12/2021		ABORTA-BUG PEST CONTROL	\$3,150.00
	Invoice	Date	Description	Amount
	18272	04/05/2021	APRIL 2021 PEST SVC @ \$75 PER HOUSE	\$1,575.00
	18536	05/03/2021	MAY 2021 PEST SVC @ \$75 PER HOUSE	\$1,575.00

**Industry Property and Housing Management Authority
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May 12, 2021**

Check	Date	Payee Name			Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking					
200018	05/12/2021	B2 PRINT, LLC			\$346.36
	Invoice	Date	Description	Amount	
	0010334	03/18/2021	IPHMA WF CHECKS	\$346.36	
200019	05/12/2021	CELCO CONSTRUCTION SERVICES IN			\$7,925.00
	Invoice	Date	Description	Amount	
	8351	03/22/2021	MOLD REMEDIATION - 15730 NELSON AVE	\$7,925.00	
200020	05/12/2021	CNC ENGINEERING			\$12,295.00
	Invoice	Date	Description	Amount	
	502826	04/29/2021	COORDINATION TO CLEAN UP BMP'S - 20137-20249 E. 1	\$90.00	
	502827	04/29/2021	COORDINATION FOR FLOORING & PAINTING WORK - 1	\$1,700.00	
	502828	04/29/2021	COORDINATION FOR HVAC REPAIRS - 16200 TEMPLE U	\$670.00	
	502829	04/29/2021	COORDINATION FOR TOILET REPAIRS - 15736 NELSON	\$465.00	
	502830	04/29/2021	COORDINATION REGARDING PLUMBING REPAIRS - 162	\$805.00	
	502831	04/29/2021	KITCHEN PLUMBING REPAIRS - 16200 TEMPLE AVE UN	\$735.00	
	502832	04/29/2021	COORDINATION FOR PLUMBING REPAIRS - 17217 CHE	\$1,175.00	
	502833	04/29/2021	COORDINATION FOR MISC. REPAIRS - 15730 NELSON /	\$2,505.00	
	502834	04/29/2021	COORDINATION FOR ROOFING REPAIRS - 16224 TEMP	\$965.00	
	502835	04/29/2021	COORDINATION FOR MISC REPAIRS - 16217 TEMPLE A	\$1,570.00	
	502836	04/29/2021	MISC MAINT & REPAIRS - VARIOUS HOUSES	\$750.00	
	502837	04/29/2021	REFRIGERATOR & DOOR REPAIRS - 16200 TEMPLE AV	\$865.00	
200021	05/12/2021	GOODSERVICE APPLIANCE REPAIR			\$432.49
	Invoice	Date	Description	Amount	
	1143	01/21/2021	WASHER REPAIR - 16212 TEMPLE AVE	\$213.76	
	1144	02/12/2021	OVEN REPAIR - 16227 TEMPLE AVE	\$218.73	

**Industry Property and Housing Management Authority
Board Meeting
May 12, 2021**

Check	Date	Payee Name		Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
200022	05/12/2021	IPHMA - PAYROLL ACCOUNT		\$3,500.00
	Invoice	Date	Description	Amount
	MAY-21	04/26/2021	REPLENISH PAYROLL ACCOUNT FOR MAY 2021	\$3,500.00
200023	05/12/2021	KLINE'S PLUMBING, INC.		\$5,661.28
	Invoice	Date	Description	Amount
	11812	03/24/2021	PLUMBING SVC - 15730 NELSON AVE	\$725.00
	11813	03/24/2021	PLUMBING SVC - 15730 NELSON AVE	\$875.00
	11825	03/29/2021	PLUMBING SVC - 15736 NELSON AVE	\$296.10
	11823	03/31/2021	PLUMBING SVC - 16000 TEMPLE AVE UNIT A	\$392.72
	11824	03/31/2021	PLUMBING SVC - 15730 NELSON AVE	\$942.46
	11829	04/02/2021	NEW WATER HEATER - 17217 CHESTNUT ST	\$1,850.00
	11769	02/22/2021	PLUMBING SVC - 17217 CHESTNUT ST	\$175.00
	11865	04/21/2021	PLUMBING SVC - 17217 CHESTNUT ST	\$225.00
	11872	04/28/2021	PLUMBING SVC - 17229 CHESTNUT ST	\$180.00
200024	05/12/2021	OLMOS PROFESSIONAL SERVICES		\$250.00
	Invoice	Date	Description	Amount
	15722	03/04/2021	POST REPAIR CLEAN UP - 15722 NELSON AVE	\$250.00
200025	05/12/2021	SATSUMA LANDSCAPE & MAINT.		\$32,292.90
	Invoice	Date	Description	Amount
	0321EHNHCS	03/31/2021	MARCH 2021 LANDSCAPE MAINTENANCE	\$17,228.86
	0421EHNHCS	04/30/2021	APRIL 2021 LANDSCAPE MAINTENANCE	\$15,064.04

**Industry Property and Housing Management Authority
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May 12, 2021**

Check	Date	Payee Name	Check Amount
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IPHMA.WF.CHK - IPHMA Wells Fargo Checking

Checks	Status	Count	Transaction Amount
	Total	19	\$75,306.18

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.2

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 10, 2021
PAGE 1

The Regular Meeting of the Property and Housing Management Authority of the City of Industry, California, was called to order by Chair Phil Cook at 10:33 a.m., telephonically using Conference Call Number, 657-204-3264, Conference ID: 813 272 556#.

FLAG SALUTE

The flag salute was led by Chair Phil Cook.

ROLL CALL

PRESENT: Phil Cook, Chair
Ken Calvo, Vice Chair
Joseph Emmons, Board Member
Tim Seal, Board Member

ABSENT: Raheleh Gorginfar, Board Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Josh Nelson, Director of Public Works/City Engineer/Assistant City Manager; James M. Casso, General Counsel; Julie Robles, Secretary; and Lynn Thompson, Administrative Technician III.

PUBLIC COMMENTS

There were none.

CONSENT CALENDAR

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR FEBRUARY 10, 2021

RECOMMENDED ACTION: *Ratify the Register of Demands.*

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR MARCH 10, 2021

RECOMMENDED ACTION: *Approve the Register of Demands for March 10, 2021.*

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 10, 2021
PAGE 2

MOTION BY VICE CHAIR CALVO, AND SECOND BY BOARD MEMBER EMMONS TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	EMMONS, SEAL, VC/CALVO, C/COOK
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	GORGINFAR
ABSTAIN:	BOARD MEMBERS:	NONE

BOARD MATTERS

6.1 PRESENTATION OF THE FY 2020-2021 MID-YEAR BUDGET REPORT AND CONSIDERATION OF RESOLUTION NO. IPHMA 2021-03, APPROVING AND ADOPTING THE FISCAL YEAR 2020-21 PROPOSED MID-YEAR BUDGET AMENDMENTS

RECOMMENDED ACTION:

Adopt Resolution No. IPHMA

2021-03.

Director of Finance, Yamini Pathak provided a staff report and was available to answer any questions.

MOTION BY BOARD MEMBER SEAL, AND SECOND BY CHAIR COOK TO ADOPT RESOLUTION NO. IPHMA 2021-03. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	EMMONS, SEAL, VC/CALVO, C/COOK
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	GORGINFAR
ABSTAIN:	BOARD MEMBERS:	NONE

6.2 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH C & C ENGINEERING, INC., FOR ENGINEERING SERVICES

RECOMMENDED ACTION:

Approve the Agreement.

Director of Public Works/City Engineer/Assistant City Manager, Josh Nelson provided a staff report and was available to answer any questions.

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 10, 2021
PAGE 3

MOTION BY BOARD MEMBER EMMONS, AND SECOND BY VICE CHAIR CALVO TO APPROVE THE AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	EMMONS, SEAL, VC/CALVO, C/COOK
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	GORGINFAR
ABSTAIN:	BOARD MEMBERS:	NONE

6.3 UPDATE AND DISCUSSION REGARDING REPAIRS FOR 15730 NELSON AVENUE

RECOMMENDED ACTION:

Provide direction to Staff.

Director of Public Works/City Engineer/Assistant City Manager Josh Nelson updated the Authority about the water leak and supplied photographs. An inspector has determined that the cause of the leak was due to a broken water supply line to the water heater. There appears to be no mold issues. City Manager Troy Helling spoke about the vacant house next door that could be used by the tenants temporarily giving them access to the washer/dryer and bathroom, so as not to need a hotel. Assistant City Manager Bing Hyun said inspections have been completed on all the houses and an extensive report of each is forthcoming. Upon completion this will be brought back to the Authority for discussion and approval for repairs.

MOTION BY VICE CHAIR CALVO, AND SECOND BY BOARD MEMBER EMMONS TO REMEDIATE AND RESTORE 15730 NELSON AVENUE AS SOON AS POSSIBLE. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	EMMONS, SEAL, VC/CALVO, C/COOK
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	GORGINFAR
ABSTAIN:	BOARD MEMBERS:	NONE

EXECUTIVE DIRECTOR COMMENTS:

There were none.

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 10, 2021
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ADJOURNMENT

There being no further business, the Industry Property and Housing Management Authority adjourned at 10:55 a.m.

Phil Cook
Chair

Julie Robles
Secretary

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 7, 2021
PAGE 1

The Regular Meeting of the Property and Housing Management Authority of the City of Industry, California, was called to order by Chair Phil Cook at 10:36 a.m., telephonically using Conference Call Number, 657-204-3264, Conference ID: 999 830 683#.

FLAG SALUTE

The flag salute was led by Chair Phil Cook.

ROLL CALL

PRESENT: Phil Cook, Chair
Ken Calvo, Vice Chair
Joseph Emmons, Board Member
Raheleh Gorginfar, Board Member
Tim Seal, Board Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, General Counsel; Julie Robles, Secretary; and Lynn Thompson, Administrative Technician III.

PUBLIC COMMENTS

There were none.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR APRIL 7, 2021

RECOMMENDED ACTION: Approve the Register of Demands for April 7, 2021.

5.2 CONSIDERATION OF THE MINUTES OF THE DECEMBER 15, 2020 SPECIAL MEETING AND THE JANUARY 13, 2021 REGULAR MEETING

RECOMMENDED ACTION: Approve as submitted.

MOTION BY VICE CHAIR CALVO, AND SECOND BY BOARD MEMBER EMMONS TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 7, 2021
PAGE 2

AYES: BOARD MEMBERS: EMMONS, GORGINFAR, SEAL, VC/CALVO,
C/COOK

NOES: BOARD MEMBERS: NONE

ABSENT: BOARD MEMBERS: NONE

ABSTAIN: BOARD MEMBERS: NONE

BOARD MATTERS

6.1 UPDATE AND DISCUSSION REGARDING REPAIRS FOR 15730 NELSON AVENUE

RECOMMENDED ACTION: Provide direction to Staff.

Assistant City Manager, Bing Hyun, gave an update on the water damage repairs. The repairs are now complete, and the total cost was less than \$20,000.00. No vote was taken nor necessary.

EXECUTIVE DIRECTOR COMMENTS:

City Manager, Troy Helling reported a special medical necessity for one of the tenants. This item will come back at a later meeting or possibly a special meeting.

ADJOURNMENT

There being no further business, the Industry Property and Housing Management Authority adjourned at 10:42 a.m.

Phil Cook
Chair

Julie Robles
Secretary

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 6.1



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

MEMORANDUM

TO: Honorable Chairman Cook and Members of the Authority

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, Authority Engineer *JN*

DATE: May 12, 2021

SUBJECT: Consideration of a Professional Services Agreement with I.R.C. Technologies, Inc. dba Independent Roofing Consultants to provide roof inspection services for an amount not to exceed \$23,000.00 through May 12, 2022

Background:

The roof systems of the IPHMA houses have not been thoroughly inspected in many years. To proactively plan for potential roof replacements and/or any suggested repairs, professional evaluations of the roof systems is recommended. Staff received a proposal to inspect and provide reports on all the IPHMA houses.

Discussion:

I.R.C. Technologies, Inc. ("IRC") is a construction consulting firm specializing in roofing and waterproofing systems. IRC will provide thorough inspection services for 22 residential roof systems. During its inspections, IRC will evaluate and report conditions, along with providing recommendations for repairs and estimated remaining life capabilities.

Fiscal Impact:

The fiscal impact is \$23,000.00 (Account No. 160-300-5120.01). The inspection services will occur at 22 properties denoted in the Exhibit B of the Agreement and broken down by address and project number.

Recommendation:

Approve the Professional Services Agreement with I.R.C. Technologies, Inc. to provide consulting services related to roof inspections at multiple homes.

Exhibit:

A. Professional Services Agreement with I.R.C. Technologies, Inc., dated May 12, 2021

TH/JN/PD:jf

EXHIBIT A

Professional Services Agreement with I.R.C. Technologies, Inc., dated May 12, 2021

[Attached]

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of May 12, 2021 (“Effective Date”), between the City of Industry Property and Housing and Management Authority, a public body (“IPHMA”) and I.R.C. Technologies Inc., dba Independent Roofing Consultants, a California Corporation (“Consultant”). IPHMA and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, IPHMA desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, IPHMA and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 12, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks (“Services”) described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. (“Scope of Services”). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the IPHMA. The Services shall be performed by Consultant, unless prior written approval is first obtained from the IPHMA. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) IPHMA shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the IPHMA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing roof inspection services, serving a public agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political

Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) IPHMA has not consented in writing to Consultant's performance of such work. No officer or employee of IPHMA shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the IPHMA. If Consultant was an employee, agent, appointee, or official of the IPHMA in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the IPHMA for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

IPHMA's Executive Director shall represent the IPHMA in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The IPHMA agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Twenty Three Thousand Dollars (\$23,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the IPHMA. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by IPHMA and Consultant at the time IPHMA's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the IPHMA disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. IPHMA shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the IPHMA, its elected officials, officers, employees 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, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Consultant shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Consultant shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Consultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Consultant shall comply with the legal days' work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

(b) In the event this Agreement is terminated pursuant to this Section, the IPHMA shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the IPHMA. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the IPHMA pursuant to Section 5 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by IPHMA that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of IPHMA or its designees at reasonable times to review such books and records; shall give IPHMA the right to examine and audit said books and records; shall permit IPHMA to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the IPHMA and may be used, reused, or otherwise disposed of by the IPHMA without the permission of the Consultant. With respect to computer files, Consultant shall make available to the IPHMA, at the Consultant's office, and upon reasonable written request by the IPHMA, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer

files. Consultant hereby grants to IPHMA all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the IPHMA.

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the IPHMA and any and all of its 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 caused in 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 IPHMA, 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.

(c) DUTY TO DEFEND. In the event the IPHMA, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by IPHMA, Consultant shall have an immediate duty to defend the IPHMA at Consultant's cost or at IPHMA's option, to reimburse the IPHMA for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by IPHMA is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and IPHMA, as to whether liability arises from the sole negligence of the IPHMA or its officers, employees, or agents, Consultant will be obligated to pay for IPHMA's defense until such time as a final judgment has been entered adjudicating the IPHMA as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

10. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the IPHMA a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither IPHMA nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the IPHMA. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the IPHMA, or bind the IPHMA in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, IPHMA shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for IPHMA. IPHMA shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

(c) Consultant shall indemnify, defend and hold harmless, the IPHMA, its elected officials, officers, employees 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 contributions to any retirement and/or pension plan, 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, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 10(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the IPHMA may have under the law.

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The IPHMA, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

12. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the IPHMA in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the IPHMA has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the IPHMA to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of IPHMA, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without IPHMA's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the IPHMA, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the IPHMA, unless otherwise required by law or court order.

(b) Consultant shall promptly notify IPHMA should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the IPHMA, unless Consultant is prohibited by law from informing the IPHMA of such Discovery, court order or subpoena. IPHMA retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless IPHMA is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the IPHMA and to provide the opportunity to review any response to discovery requests provided by Consultant. However, IPHMA's right to review any such response does not imply or mean the right by IPHMA to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which

provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To IPHMA: Industry Property Housing Management Authority
15625 E. Stafford, Suite 100
City of Industry, CA 91744
Attention: Executive Director

With a Copy To: Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Attention: James M. Casso, General Counsel

To Consultant: I.R.C. Technologies, Inc.
2901 Pullman Street
Santa Ana, CA 92705
Attention: Veronica Foster, Vice President

16. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the IPHMA.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide IPHMA with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying IPHMA as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the IPHMA for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the IPHMA for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the IPHMA and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

The IPHMA and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or

interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

21. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

22. WAIVER

The waiver by IPHMA or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by IPHMA or Consultant unless in writing.

23. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

“IPHMA”
City of Industry Property and Housing Management Authority

“CONSULTANT”
I.R.C. Technologies, Inc.

By: _____
Troy Helling, Executive Director

By: _____
Veronica Foster, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

Approved as to form:

By: _____
James M. Casso, General Counsel

Attachments: Exhibit A Scope of Services
 Exhibit B Rate Schedule
 Exhibit C Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Consultant shall perform an onsite inspection of the roof systems listed in Exhibit B. The scope of this inspection will include:

- Identify the construction of the building's existing roof system flashing, counterflashing and all accessory components to facilitate an assessment of the roof system general overall condition.
- Identify conditions in need of immediate need of corrective repairs and maintenance measures.

At the conclusion of the site inspection, Consultant will generate a project report. This report will include:

- An assessment of the roof systems' general condition and remaining service life capabilities.
- Recommended corrective repairs and maintenance repairs to maximize the remaining service life capabilities of the existing roof system.
- Projected budgets for implementation of future roof restoration (maintenance system application or new roof system installation).

Also included in the project report will be a brief series of captioned photographs depicting the overall system construction and main report topics.

EXHIBIT B

RATE SCHEDULE

14063 Proctor Avenue (MP 12-06 #3)	\$1,000.00
15652 E. Nelson Avenue (MP 12-06 #4)	\$1,000.00
15702 E. Nelson Avenue (MP 12-06 #5)	\$1,200.00
15714 E. Nelson Avenue (MP 12-06 #6)	\$1,000.00
15722 E. Nelson Avenue (MP 12-06 #7)	\$950.00
15730 E. Nelson Avenue (MP 12-06 #8)	\$1,000.00
15736 E. Nelson Avenue (MP 12-06 #9)	\$1,000.00
16000 Temple Avenue - #A & B (MP 12-06 #16)	\$1,000.00
16000 Temple Avenue - #C & D (MP 12-06 # 16)	\$1,000.00
16212 Temple Avenue (MP 12-06 #22)	\$1,300.00
16217 Temple Avenue (MP12-06 #15a)	\$1,000.00
16218 Temple Avenue (MP 12-06 #15b)	\$950.00
16220 Temple Avenue (MP 12-06 #15c)	\$1,000.00
16224 Temple Avenue (MP 12-06 #15d)	\$1,000.00
16227 Temple Avenue (MP 12-06 #15e)	\$1,000.00
16229 Temple Avenue (MP 12-06 #15f)	\$1,000.00
16238 Temple Avenue (MP 12-06 #15g)	\$1,000.00
16242 Temple Avenue (MP 12-06 #15h)	\$1,000.00
17217 Chestnut Street (MP 12-06 #12)	\$1,200.00
17229 Chestnut Street (MP 12-06 #13)	\$1,200.00
20137 Walnut Drive (MP 12-06 #10)	\$1,000.00
22036 Valley Boulevard (MP 12-06 #11)	\$1,200.00
TOTAL	\$23,000.00

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of IPHMA, and prior to commencement of the Services, Consultant 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 IPHMA.

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 \$1,000,000.00 per occurrence, \$2,000,000.00 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.

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 Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

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

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to IPHMA, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of IPHMA, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to IPHMA as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by IPHMA's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with IPHMA at all times during the term of this contract. IPHMA reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract 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 Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by IPHMA 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 IPHMA before the IPHMA's own insurance or self-insurance shall be called upon to protect it as a named insured.

IPHMA'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, IPHMA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by IPHMA will be promptly reimbursed by Consultant, or IPHMA will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, IPHMA may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance 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 IPHMA's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against IPHMA, 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 IPHMA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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 IPHMA 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 IPHMA.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to IPHMA 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.

Additional insured status. General liability policies shall provide or be endorsed to provide that IPHMA and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

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 IPHMA and approved of in writing.

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.

Pass Through Clause. Consultant 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 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 project will be submitted to IPHMA for review.

IPHMA's right to revise specifications. The IPHMA reserves the right at any time during the term of the contract 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 IPHMA and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the IPHMA. The IPHMA 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 the IPHMA.

Timely notice of claims. Consultant shall give the IPHMA prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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