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## City of Industry Property and Housing Management Authority



SPECIAL MEETING AGENDA  
NOVEMBER 10, 2021  
1:00 p.m.

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

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Location: City Council Chamber, 15651 Mayor Dave Way, City of Industry, California

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**Addressing the Authority:**

### **NOTICE OF TELEPHONIC MEETING:**

- ***Pursuant to AB 361 (Government Code Section 54953(e)), this meeting will be held in person and telephonically. Members of the public can attend the hybrid meeting and offer public comments either in person or telephonically, by calling the following conference call number: 657-204-3264 and entering the following Conference ID: 283 457 019#. In accordance with Section 4 of the County of Los Angeles Department of Public Health, Order of the Health Officer, dated July 30, 2021, all individuals who attend the meeting in person must wear a mask. 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 Tuesday, November 9, 2021, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.***

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**Addressing the Authority:**

***Public Comments (Agenda Items Only):*** During public comments, if you wish to address the Authority during this Special Meeting, under Government Code Section 54954.3(a), you may only address the legislative bodies concerning any item that has been described in the notice for the Special Meeting. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the 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 Mayor Dave Way, City of Industry, California, at the office of the City Clerk 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 closed between 12:00 p.m. to 1:00 p.m. each day. 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. Flag Salute

3. Roll Call

4. Public Comments

5. **CONSENT CALENDAR**

5.1 Consideration of the Register of Demands for September 8, 2021 and October 13, 2021

*RECOMMENDED ACTION: Ratify the Register of Demands.*

5.2 Consideration of the Register of Demands for November 10, 2021

*RECOMMENDED ACTION: Approve the Register of Demands for August 11, 2021.*

5.3 Consideration of the minutes of the August 11, 2021 regular meeting

*RECOMMENDED ACTION: Approve as submitted.*

6. **BOARD MATTERS**

6.1 Consideration of Amendment No. 1 to the Professional Services Agreement with I.R.C. Technologies, Inc. dba Independent Roofing Consultants, to provide design and construction support services for roof repairs and roof replacements of residential homes, extending the term through May 12, 2023, revising the scope of services, increasing compensation by \$46,970.00, and updating the address for Industry Property Housing Management Authority

*RECOMMENDED ACTION: Approve the Amendment.*

6.2 Consideration of the appointment of a Chairperson and Vice Chairperson

*RECOMMENDED ACTION: Consider nominations and make appointments.*

7. **EXECUTIVE DIRECTOR REPORTS**

8. **AB 1234 REPORTS**

9. **BOARD MEMBER COMMUNICATIONS**

10. **CLOSED SESSION**

10.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: *Cruz v. Radecki, et al*

Superior Court, County of Los Angeles

Case No. 20STCV47002

11. Adjournment. Next regular meeting: Wednesday, December 8, 2021 at 10:30 a.m.

*CITY OF INDUSTRY PROPERTY AND HOUSING  
MANAGEMENT AUTHORITY*

ITEM NO. 5.1

**INDUSTRY PROPERTY & HOUSING MANAGEMENT AUTHORITY**

**AUTHORIZATION FOR PAYMENT OF BILLS**

Board Meeting September 8, 2021

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
160	INDUSTRY PROPERTY & HOUSING	37,015.10

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
IPHMA.WF.CHK	WELLS FARGO CHECKING	37,015.10

**APPROVED PER CITY MANAGER**

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**Industry Property and Housing Management Authority**  
**Board Meeting**  
**September 8, 2021**

Check	Date	Payee Name		Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>				
<b>200070</b>	08/19/2021	<b>ROWLAND WATER DISTRICT</b>		<b>\$392.29</b>
	Invoice	Date	Description	Amount
	2022-00000208	07/28/2021	06/09-07/08/21 SVC - 17217 & 17229 CHESTNUT - IRR	\$175.27
	2022-00000209	07/28/2021	06/09-07/08/21 SVC - 17229 CHESTNUT ST	\$46.05
	2022-00000210	07/28/2021	06/09-07/08/21 SVC - 17217 CHESTNUT ST	\$170.97
<b>200071</b>	08/19/2021	<b>SO CALIFORNIA EDISON COMPANY</b>		<b>\$65.82</b>
	Invoice	Date	Description	Amount
	2022-00000211	08/03/2021	07/02-08/02/21 SVC - 15652 NELSON AVE	\$33.39
	2022-00000212	08/03/2021	07/02-08/02/21 SVC - 15722 NELSON AVE	\$14.63
	2022-00000213	08/13/2021	07/14-08/11/21 SVC - 20137 E WALNUT DR S	\$17.80
<b>200072</b>	08/19/2021	<b>SOCALGAS</b>		<b>\$59.32</b>
	Invoice	Date	Description	Amount
	2022-00000214	08/06/2021	07/06-08/04/21 SVC - 15722 NELSON AVE	\$11.32
	2022-00000215	08/05/2021	07/02-08/03/21 SVC - 16200 TEMPLE AVE APT 202-BUNK	\$48.00
<b>200073</b>	08/19/2021	<b>WALNUT VALLEY WATER DISTRICT</b>		<b>\$21.30</b>
	Invoice	Date	Description	Amount
	4080681	08/11/2021	07/02-08/02/21 SVC - 20137 WALNUT DR	\$21.30
<b>200074</b>	09/08/2021	<b>ABORTA-BUG PEST CONTROL</b>		<b>\$1,640.00</b>
	Invoice	Date	Description	Amount
	19644	09/06/2021	SEPTEMBER 2021 PEST SVC @ \$75 PER HOUSE	\$1,575.00
	19490	08/06/2021	PEST SVC FOR WASPS - 16242 TEMPLE AVE	\$65.00
<b>200075</b>	09/08/2021	<b>B2 PRINT, LLC</b>		<b>\$143.50</b>

**Industry Property and Housing Management Authority  
Board Meeting  
September 8, 2021**

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Check	Date		Payee Name	Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>				
	Invoice	Date	Description	Amount
	0010583-IPHMA	07/30/2021	IPHMA LETTERHEAD	\$143.50
<b>200076</b>	09/08/2021		<b>CITY OF INDUSTRY</b>	<b>\$46.88</b>
	Invoice	Date	Description	Amount
	08/17/21	08/17/2021	REIMBURSEMENT FOR PARS CONTRIBUTIONS PAID B'	\$46.88
<b>200077</b>	09/08/2021		<b>CNC ENGINEERING</b>	<b>\$11,285.99</b>
	Invoice	Date	Description	Amount
	503551	08/26/2021	COORDINATION FOR PLUMBING REPAIRS - 15730 NELL	\$225.00
	503552	08/26/2021	COORDINATION FOR PEST TREATMENT & INSPECTION	\$225.00
	503553	08/26/2021	COORDINATION FOR APPLIANCE REPAIRS - 16200 TEM	\$300.00
	503554	08/26/2021	CONTRACT SPECIFICATIONS - 16218 TEMPLE AVE	\$870.00
	503555	08/26/2021	COORDINATION FOR APPLIANCE REPAIRS - 15736 NEL	\$150.00
	503556	08/26/2021	COORDINATION FOR MISC MAINTENANCE & REPAIRS	\$9,515.99
<b>200078</b>	09/08/2021		<b>INDEPENDENT ROOFING CONSULTAN</b>	<b>\$23,000.00</b>
	Invoice	Date	Description	Amount
	0077178	08/13/2021	ROOF SURVEY - VARIOUS HOUSES	\$23,000.00
<b>200079</b>	09/08/2021		<b>KLINE'S PLUMBING, INC.</b>	<b>\$360.00</b>
	Invoice	Date	Description	Amount
	11873	04/28/2021	PLUMBING SVC - 16242 TEMPLE AVE	\$360.00

**Industry Property and Housing Management Authority**  
**Board Meeting**  
**September 8, 2021**

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

Checks	Status	Count	Transaction Amount
	Total	10	\$37,015.10



**INDUSTRY PROPERTY & HOUSING MANAGEMENT AUTHORITY**  
AUTHORIZATION FOR PAYMENT OF BILLS  
Board Meeting October 13, 2021

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
124	IPHMA - CAPITAL IMPROVEMENT	5,555.00
160	INDUSTRY PROPERTY & HOUSING	48,682.28
TOTAL ALL FUNDS		54,237.28

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
IPHMA.WF.CHK	WELLS FARGO CHECKING	54,237.28

**APPROVED PER CITY MANAGER**

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**Industry Property and Housing Management Authority  
Board Meeting  
October 13, 2021**

Check	Date		Payee Name	Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>				
200080	09/09/2021		09/30/2021	INDUSTRY PUBLIC UTILITY COMMISSI
	Invoice	Date	Description	Amount
	2022-00000349	08/17/2021	06/21-08/10/21 SVC - 17229 CHESTNUT ST	\$20.76
	2022-00000350	08/17/2021	07/10-08/10/21 SVC - 16218 E TEMPLE AVE	\$10.92
	2022-00000351	08/17/2021	07/10-08/10/21 SVC - 16229 E TEMPLE AVE	\$14.62
200081	09/09/2021		09/30/2021	ROWLAND WATER DISTRICT
	Invoice	Date	Description	Amount
	2022-00000326	08/25/2021	07/08-08/09/21 SVC - 17229 CHESTNUT ST	\$46.05
	2022-00000327	08/25/2021	07/08-08/09/21 SVC - 17217 CHESTNUT ST	\$146.68
	2022-00000328	08/25/2021	07/19-08/09/21 SVC - 17217 & 17229 CHESTNUT - IRR	\$220.38
200082	09/15/2021		09/30/2021	INDUSTRY PUBLIC UTILITIES
	Invoice	Date	Description	Amount
	2022-00000425	09/01/2021	06/17-08/18/21 SVC - HANDORF LOOP RD	\$61.56
	2022-00000426	09/01/2021	06/17-08/18/21 SVC - HANDORF LOOP RD	\$46.20
	2022-00000427	09/01/2021	06/17-08/18/21 SVC - 14063 PROCTOR	\$162.36
	2022-00000428	09/01/2021	06/17-08/18/21 SVC - 16200 TEMPLE AVE CONDOS A & I	\$162.36
	2022-00000429	09/01/2021	06/17-08/18/21 SVC - 16200 TEMPLE AVE CONDOS C & I	\$165.06
	2022-00000430	09/01/2021	06/17-08/18/21 SVC - 16212 TEMPLE	\$177.18
	2022-00000431	09/01/2021	06/17-08/18/21 SVC - 16217 TEMPLE	\$86.76
	2022-00000432	09/01/2021	06/17-08/18/21 SVC - 16218 TEMPLE	\$61.56
	2022-00000433	09/01/2021	06/17-08/18/21 SVC - 16220 TEMPLE	\$84.66
	2022-00000434	09/01/2021	06/17-08/18/21 SVC - 16224 TEMPLE	\$84.92
	2022-00000435	09/01/2021	06/17-08/18/21 SVC - 16227 TEMPLE	\$72.06
	2022-00000436	09/01/2021	06/17-08/18/21 SVC - 16229 TEMPLE	\$61.56
	2022-00000437	09/01/2021	06/17-08/18/21 SVC - 16238 TEMPLE	\$74.42

**Industry Property and Housing Management Authority  
Board Meeting  
October 13, 2021**

Check	Date		Payee Name	Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>				
	2022-00000438	09/01/2021	06/17-08/18/21 SVC - 16242 TEMPLE	\$93.32
	2022-00000439	09/01/2021	06/17-08/18/21 SVC - 16200 TEMPLE - BUNKHOUSE	\$128.41
<b>200083</b>	09/15/2021		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$42.68</b>
	Invoice	Date	Description	Amount
	2022-00000440	09/01/2021	08/03-08/31/21 SVC - 15652 NELSON AVE	\$29.59
	2022-00000441	09/01/2021	08/03-08/31/21 SVC - 15722 NELSON AVE	\$13.09
<b>200084</b>	09/23/2021		<b>LA PUENTE VALLEY COUNTY WATER</b>	<b>\$1,613.30</b>
	Invoice	Date	Description	Amount
	2022-00000503	09/01/2021	06/17-08/18/21 SVC - 15652 NELSON AVE	\$446.10
	2022-00000504	09/01/2021	06/17-08/18/21 SVC - 15702 NELSON AVE	\$226.58
	2022-00000505	09/01/2021	06/17-08/18/21 SVC - 15714 NELSON AVE	\$223.15
	2022-00000506	09/01/2021	06/17-08/18/21 SVC - 15730 NELSON AVE	\$247.16
	2022-00000507	09/01/2021	06/17-08/18/21 SVC - 15736 NELSON AVE	\$219.72
	2022-00000508	09/01/2021	06/17-08/18/21 SVC - 15722 NELSON AVE	\$250.59
<b>200085</b>	09/23/2021		<b>SOCALGAS</b>	<b>\$56.76</b>
	Invoice	Date	Description	Amount
	2022-00000466	09/03/2021	08/03-09/01/21 SVC - 16200 TEMPLE APT 202 BUNKHOU	\$45.35
	2022-00000467	09/07/2021	08/04-09/02/21 SVC - 15722 NELSON AVE	\$11.41
<b>200086</b>	09/23/2021		<b>WALNUT VALLEY WATER DISTRICT</b>	<b>\$21.30</b>
	Invoice	Date	Description	Amount
	4108231	09/09/2021	08/03-09/01/21 SVC - 20137 WALNUT DR	\$21.30
<b>200087</b>	09/29/2021		<b>INDUSTRY PUBLIC UTILITY COMMISSI</b>	<b>\$79.30</b>

**Industry Property and Housing Management Authority  
Board Meeting  
October 13, 2021**

Check	Date		Payee Name	Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>				
	Invoice	Date	Description	Amount
	2022-00000513	09/16/2021	08/10-09/10/21 SVC - 17229 CHESTNUT ST	\$11.88
	2022-00000514	09/16/2021	08/10-09/10/21 SVC - 16229 E TEMPLE AVE	\$55.32
	2022-00000515	09/16/2021	08/10-09/10/21 SVC - 16218 E TEMPLE AVE	\$12.10
<b>200088</b>	09/29/2021		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$18.19</b>
	Invoice	Date	Description	Amount
	2022-00000512	09/13/2021	08/12-09/12/21 SVC - 20137 E WALNUT DR S	\$18.19
<b>200089</b>	10/13/2021		<b>CITY OF INDUSTRY</b>	<b>\$23,201.14</b>
	Invoice	Date	Description	Amount
	09/09/21	09/09/2021	REIMBURSEMENT-PAYMENT FROM PLACEHOLDER PR	\$19.72
	09/10/2021IPHMA1	09/10/2021	CITY INSURANCE PREMIUM ALLOCATION FY2021-2022	\$15,045.83
	09/10/2021-IPHMA	09/10/2021	CITY INSURANCE PREMIUM ALLOCATION FY2020-2021	\$8,135.59
<b>200090</b>	10/13/2021		<b>CNC ENGINEERING</b>	<b>\$6,485.00</b>
	Invoice	Date	Description	Amount
	503809	09/30/2021	REVIEW INSPECTION REPORTS & PROPOSALS - VARIK	\$5,555.00
	503808	09/30/2021	REVIEW OF INSPECTION RECORDS - VARIOUS HOUSE	\$255.00
	503807	09/30/2021	APPLIANCE REPLACEMENT - 16200 E TEMPLE AVE UNI	\$150.00
	503806	09/30/2021	APPLIANCE REPLACEMENT - 16238 E TEMPLE AVE	\$525.00
<b>200091</b>	10/13/2021		<b>IPHMA - PAYROLL ACCOUNT</b>	<b>\$3,600.00</b>
	Invoice	Date	Description	Amount
	OCT-21	09/22/2021	REPLENISH PAYROLL ACCOUNT FOR OCTOBER 2021	\$3,600.00
<b>200092</b>	10/13/2021		<b>KLINE'S PLUMBING, INC.</b>	<b>\$220.00</b>

**Industry Property and Housing Management Authority  
Board Meeting  
October 13, 2021**

Check	Date		Payee Name	Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>				
	Invoice	Date	Description	Amount
	12012	08/27/2021	PLUMBING SVC - 15730 NELSON AVE	\$220.00
<b>200093</b>	10/13/2021		<b>LOWE'S/SYNCHRONY BANK</b>	<b>\$2,378.59</b>
	Invoice	Date	Description	Amount
	994981-HJSIBF	09/02/2021	REFRIGERATOR - 15736 NELSON AVE	\$1,614.20
	981704-HLTBKS	09/02/2021	WASHER - 16000 TEMPLE AVE UNIT D	\$764.39
<b>200094</b>	10/13/2021		<b>SATSUMA LANDSCAPE &amp; MAINT.</b>	<b>\$11,698.68</b>
	Invoice	Date	Description	Amount
	0821EHNHCS	08/30/2021	AUGUST 2021 LANDSCAPE MAINTENANCE	\$11,698.68
<b>200095</b>	10/13/2021		<b>TEMP AIR SYSTEM INC.</b>	<b>\$840.00</b>
	Invoice	Date	Description	Amount
	800830	06/30/2021	ANNUAL HVAC INSPECTION - 16242 TEMPLE AVE	\$840.00
<b>200096</b>	10/13/2021		<b>TROY ROOFING, INC.</b>	<b>\$2,000.54</b>
	Invoice	Date	Description	Amount
	47612	04/30/2021	ROOF REPAIRS SVC - 16224 E TEMPLE AVE	\$2,000.54

Checks	Status	Count	Transaction Amount
	Total	17	\$54,237.28

*CITY OF INDUSTRY PROPERTY AND HOUSING  
MANAGEMENT AUTHORITY*

ITEM NO. 5.2

**INDUSTRY PROPERTY & HOUSING MANAGEMENT AUTHORITY**

**AUTHORIZATION FOR PAYMENT OF BILLS**

Board Meeting November 10, 2021

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
160	INDUSTRY PROPERTY & HOUSING	78,922.04
TOTAL ALL FUNDS		78,922.04

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
IPHMA.WF.CHK	WELLS FARGO CHECKING	78,922.04

**APPROVED PER CITY MANAGER**

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**Industry Property and Housing Management Authority  
Board Meeting  
November 10, 2021**

Number	Date		Payee Name	Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>				
200097	10/13/2021		10/31/2021 ROWLAND WATER DISTRICT	\$388.82
	Invoice	Date	Description	Amount
	2022-00000577	09/22/2021	08/09-09/09/21 SVC - 17229 CHESTNUT ST	\$42.58
	2022-00000578	09/22/2021	08/09-09/09/21 SVC - 17217 CHESTNUT ST	\$111.98
	2022-00000579	09/22/2021	08/09-09/09/21 SVC - 17217 & 17229 CHESTNUT ST	\$234.26
200098	10/20/2021		10/31/2021 HOME DEPOT CREDIT SERVICES	\$2,378.89
	Invoice	Date	Description	Amount
	5904725	08/05/2021	50 SMOKE DETECTORS - VARIOUS HOUSES	\$1,623.34
	5410064	09/21/2021	REFRIGERATOR REPLACEMENT - 16238 TEMPLE AVE	\$755.55
200099	10/20/2021		10/31/2021 SOCALGAS	\$60.99
	Invoice	Date	Description	Amount
	2022-00000629	10/07/2021	09/02-10/05/21 SVC - 15722 NELSON AVE	\$13.46
	2022-00000630	10/06/2021	09/01-10/04/21 SVC - 16200 TEMPLE AVE APT 202 BUNK	\$47.53
200100	10/27/2021		10/31/2021 WALNUT VALLEY WATER DISTRICT	\$21.30
	Invoice	Date	Description	Amount
	4135894	10/13/2021	09/02-09/30/21 SVC - 20137 WALNUT DR	\$21.30
200101	10/27/2021		10/31/2021 WALNUT VALLEY WATER DISTRICT	\$422.02
	Invoice	Date	Description	Amount
	WALNUT DR-21	10/01/2021	ASSESSMENT/SPECIAL TAX FY 21/22 - WALNUT DR	\$286.82
	VALLEY BLVD-21	10/01/2021	ASSESSMENT/SPECIAL TAX FY 21/22 - VALLEY BLVD	\$135.20
200102	10/28/2021		10/31/2021 INDUSTRY PUBLIC UTILITY COMMISSI	\$25.14
	Invoice	Date	Description	Amount



**Industry Property and Housing Management Authority  
Board Meeting  
November 10, 2021**

Number	Date		Payee Name	Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>				
	2022-00000687	10/19/2021	09/10-10/10/21 SVC - 17229 CHESTNUT ST	\$13.55
	2022-00000688	10/19/2021	09/10-10/10/21 SVC - 16229 E TEMPLE AVE	\$4.57
	2022-00000689	10/19/2021	09/10-10/10/21 SVC - 16218 TEMPLE AVE	\$7.02
<b>200103</b>	11/10/2021		<b>CNC ENGINEERING</b>	<b>\$8,422.50</b>
	Invoice	Date	Description	Amount
	503999	10/28/2021	REVIEW OF INSPECTION RECORDS	\$900.00
	503998	10/28/2021	COORDINATION FOR APPLIANCE REPLACEMENT - 162	\$52.50
	503997	10/28/2021	CONTRACT # IPHMA-003 & IPHMA-004 - 16218 E TEMPL	\$6,487.50
	503996	10/28/2021	COORDINATION FOR PLUMBING REPAIRS - 16220 E TE	\$75.00
	503995	10/28/2021	COORDINATION FOR PLUMBING REPAIRS - 16242 E TE	\$150.00
	503994	10/28/2021	COORDINATION FOR PLUMBING REPAIRS & PEST - 162	\$127.50
	503993	10/28/2021	COORDINATION FOR HVAC & PLUMBING - 16200 E TEM	\$405.00
	503992	10/28/2021	COORDINATION FOR MISC REPAIRS - 16227 E TEMPLE	\$75.00
	503991	10/28/2021	COORDINATION FOR KITCHEN PLUMBING - 16200 E TE	\$150.00
<b>200104</b>	11/10/2021		<b>IPHMA - PAYROLL ACCOUNT</b>	<b>\$4,000.00</b>
	Invoice	Date	Description	Amount
	NOV-21	10/19/2021	REPLENISH PAYROLL ACCOUNT FOR NOVEMBER 2021	\$4,000.00
<b>200105</b>	11/10/2021		<b>KLINE'S PLUMBING, INC.</b>	<b>\$2,280.00</b>
	Invoice	Date	Description	Amount
	2022-00000701	10/18/2021	PLUMBING SVC - 16218 TEMPLE AVE	\$2,280.00
<b>200106</b>	11/10/2021		<b>L A COUNTY TAX COLLECTOR</b>	<b>\$39,403.40</b>
	Invoice	Date	Description	Amount
	8940 149 068	11/01/2021	PROP TAX FY 21/22 - 16000 TEMPLE AVE #C	\$2,002.32

**Industry Property and Housing Management Authority  
Board Meeting  
November 10, 2021**

Number	Date	Payee Name	Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>			
8940 149 031	11/01/2021	PROP TAX FY 21/22 - 14063 PROCTOR AVE	\$2,334.76
8940 149 035	11/01/2021	PROP TAX FY 21/22 - 16242 TEMPLE AVE	\$2,695.96
8940 149 038	11/01/2021	PROP TAX FY 21/22 - 15714 E NELSON AVE	\$2,180.76
8940 149 063	11/01/2021	PROP TAX FY 21/22 - 16212 TEMPLE AVE	\$2,378.02
8940 149 062	11/01/2021	PROP TAX FY 21/22 - 16224 TEMPLE AVE	\$1,855.50
8940 149 061	11/01/2021	PROP TAX FY 21/22 - 17217 CHESTNUT ST	\$2,335.90
8940 149 059	11/01/2021	PROP TAX FY 21/22 - 16217 TEMPLE AVE	\$2,052.22
8940 149 058	11/01/2021	PROP TAX FY 21/22 - 16000 TEMPLE AVE UNIT D	\$2,052.28
8940 149 057	11/01/2021	PROP TAX FY 21/22 - 15736 NELSON AVE	\$1,765.67
8940 149 056	11/01/2021	PROP TAX FY 21/22 - 16220 TEMPLE AVE	\$1,906.82
8940 149 054	11/01/2021	PROP TAX FY 21/22 - 15730 E NELSON AVE	\$2,072.32
8940 149 051	11/01/2021	PROP TAX FY 21/22 - 15702 NELSON AVE	\$2,859.49
8940 149 046	11/01/2021	PROP TAX FY 21/22 - 17229 CHESTNUT ST	\$1,773.87
8940 149 029	11/01/2021	PROP TAX FY 21/22 - 16227 TEMPLE AVE	\$2,573.08
8940 149 020	11/01/2021	PROP TAX FY 21/22 - 16238 TEMPLE AVE	\$2,036.71
8940 149 045	11/01/2021	PROP TAX FY 21/22 - 16000 TEMPLE AVE #B	\$2,509.83
8940 149 042	11/01/2021	PROP TAX FY 21/22 - 16000 E TEMPLE AVE #A	\$2,017.89

<b>200107</b>	11/10/2021		<b>SATSUMA LANDSCAPE &amp; MAINT.</b>	<b>\$21,518.98</b>
Invoice	Date	Description	Amount	
0921EHNHCS	09/29/2021	SEPTEMBER 2021 LANDSCAPE MAINTENANCE	\$21,518.98	

Checks	Status	Count	Transaction Amount
	Total	11	\$78,922.04

*CITY OF INDUSTRY PROPERTY AND HOUSING  
MANAGEMENT AUTHORITY*

ITEM NO. 5.3

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CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
AUGUST 11, 2021  
PAGE 1

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The Regular Meeting of the Industry Property and Housing Management Authority of the City of Industry, California, was called to order by Chair Phil Cook at 10:30 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 984 088 123#.

**FLAG SALUTE**

The flag salute was led by Chair Phil Cook.

**ROLL CALL**

PRESENT: Phil Cook, Chair  
Ken Calvo, Vice Chair  
Raheleh Gorginfar, Board Member  
Timothy O’Gorman, Board Member  
Tim Seal, Board Member

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; Bianca Sparks, Assistant 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 JULY 7, 2021**

*RECOMMENDED ACTION:* *Ratify the Register of Demands.*

**5.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR AUGUST 11, 2021**

*RECOMMENDED ACTION:* *Approve the Register of Demands for August 11, 2021.*

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CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
AUGUST 11, 2021  
PAGE 2

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**5.3 CONSIDERATION OF THE MINUTES OF THE JUNE 30, 2021 SPECIAL MEETING**

*RECOMMENDED ACTION:* *Approve as submitted.*

**5.4 CONSIDERATION OF THE STATEMENT OF INVESTMENT POLICY**

*RECOMMENDED ACTION:* *Approve as submitted.*

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

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

**BOARD MATTERS**

**6.1 RATIFICATION OF LICENSE AGREEMENT WITH PLACEHOLDER PRODUCTIONS, LLC, FOR ACCESS TO 15652, 15702, 15714, 15722, 15730, AND 15736 NELSON AVENUE, FOR TEMPORARY USE FOR THE FILMING OF A MOVIE**

*RECOMMENDED ACTION:* *Ratify the Agreement.*

Development Services Manager, Kathy Tai provided a staff report and was available to answer any questions.

MOTION BY CHAIR COOK, AND SECOND BY BOARD MEMBER GORGINFAR TO RATIFY THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

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CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
AUGUST 11, 2021  
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**EXECUTIVE DIRECTOR COMMENTS:**

There were none.

**CLOSED SESSION**

Secretary Robles announced there was a need for Closed Session as follows:

- 8.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: *Cruz v. Radeckj, et al*  
Superior Court, County of Los Angeles  
Case No. 20STCV47002

Vice Chair Calvo recused himself from participating in Closed Session due to an actual or potential conflict of interest.

Chair Cook recessed the meeting into Closed Session at 10:41 a.m.

Chair Cook reconvened the meeting at 11:00 a.m. All members of the Authority were present except Vice Chair Calvo.

Assistant General Counsel Sparks reported out of Closed Session.

With regard to Closed Session item 8.1, no final action was taken. Nothing further to report at this time. She then stated for the record that Vice Chair, Ken Calvo, recused himself from Closed Session Item 8.1, left the meeting at 10:41 a.m. and did not participate in this matter.

**ADJOURNMENT**

There being no further business, the Industry Property and Housing Management Authority adjourned at 11:01 a.m.

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CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
AUGUST 11, 2021  
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Phil Cook  
Chair

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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:** Joshua Nelson, Executive Director *JN*

**STAFF:** James Cramsie, Director of Engineering, CNC Engineering  
Arlene Lopez, Project Manager, CNC Engineering

**DATE:** November 10, 2021

**SUBJECT:** Consideration of Amendment No. 1 to the Professional Services Agreement with I.R.C. Technologies, Inc. dba Independent Roofing Consultants, to provide design and construction support services for roof repairs and roof replacements of residential homes, extending the term through May 12, 2023, revising the scope of services, increasing compensation by \$46,970.00, and updating the address for Industry Property Housing Management Authority

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### **Background:**

On May 12, 2021 the Board approved a Professional Services Agreement with I.R.C. Technologies, Inc. dba Independent Roofing Consultants ("IRC") for roof inspection services on all the IPHMA houses. The inspections and reports were completed in August 2021. The inspections revealed that eight homes had roofs with a remaining service life of 3 years or less. Based on the inspections, it is recommended that the roofs be replaced at those homes, and that necessary repairs are completed on other properties. Specifications and construction details for the roof repairs and replacements are needed in order to do the work.

### **Discussion:**

Staff is requesting that IRC develop the necessary specifications and provide construction details for the roof repairs and replacements for the residential homes. Furthermore, IRC will provide construction support for the roof repairs and roof replacements during the construction phase. Therefore, it is necessary to extend the Agreement through May 12, 2023, with a companion increase in compensation of \$46,970.00, and to revise the address for IPHMA.

### **Fiscal Impact:**

The fiscal impact is \$46,970.00 (Account No. 124-719-5130, MP 12-06 #27). The inspection services will be conducted at the 22 properties denoted in the revised Scope of Services.

**Recommendation:**

Staff recommends the Board approve Amendment No. 1 to the Professional Services Agreement with I.R.C. Technologies, Inc.

**Exhibit:**

- A. Amendment No. 1 to the Professional Services Agreement with I.R.C. Technologies, Inc., dated November 10, 2021
- 

JN/AL:jf

**EXHIBIT A**

Amendment No. 1 to the Professional Services Agreement with I.R.C. Technologies,  
Inc., dated November 10, 2021

[Attached]

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT WITH  
I.R.C. TECHNOLOGIES, INC., DBA INDEPENDENT ROOFING CONSULTANTS**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 13th day of October 2021, (“Effective Date”) between the 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**, on or about May 12, 2021, the Agreement was entered into and executed between IPHMA and Consultant for roof inspection services; and

**WHEREAS**, the Agreement is set to expire on May 12, 2022, and an extension is needed through May 12, 2023, to allow Consultant to continue providing roof inspection services with a companion increase in compensation by \$46,970.00. Additionally, it is necessary revise the scope of services to allow for the development of specifications and construction details for roof replacements of residential homes, and construction support for roof repairs and replacements of residential homes, and update the address for IPHMA; and

**WHEREAS**, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

**1. TERM**

Section 1, Term, is hereby revised to read in its entirety as follows:

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, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

**4. PAYMENT**

The second sentence of Section 4(a) is hereby amended to read in its entirety as follows:

This amount shall not exceed Sixty-Nine Thousand Nine Hundred Seventy Dollars (\$69,970.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

**15. NOTICES**

Section 15 is hereby revised to reflect the current address of IPHMA:

To IPHMA:                    Industry Property Housing Management Authority  
   15625 Mayor Dave Way  
   City of Industry, CA 91744

   Attention: Executive Director

**Exhibit A, Scope of Services**

The Scope of Services is hereby revised to include the services set forth in Attachment 1, attached hereto, and incorporated herein by reference.

**Exhibit B, Rate Schedule**

The Rate Schedule is hereby revised to include the rates set forth in Attachment 2, attached hereto, and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

**“IPHMA”**  
Industry Property Housing  
Management Authority

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

By: \_\_\_\_\_  
          Joshua Nelson, Executive Director

By: \_\_\_\_\_  
          Veronica Foster, Vice President

**Attest:**

By: \_\_\_\_\_  
          Julie Gutierrez-Robles, Secretary

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
          James M. Casso, General Counsel

## ATTACHMENT 1

### EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide the services set forth herein, for the roof replacement and roof repairs for the residential home roof systems listed below.

#### **PART 1 – ROOF REPLACEMENTS**

##### Referenced Properties:

- 14063 E. Proctor Avenue
- 15652 E. Nelson Avenue
- 15714 E. Nelson Avenue
- 15736 E. Nelson Avenue
- 16212 Temple Avenue
- 16227 Temple Avenue
- 16229 Temple Avenue
- 16238 Temple Avenue

##### DESIGN/BID PHASE

##### Site Investigation for Detail Requirements

Consultant shall perform an on-site inspection of the existing roof system. The purpose of this inspection is to obtain design criteria and define as-built conditions impacting the design and construction of a new roof system. During this inspection, the flashing and termination requirements for the new roof system will be reviewed to establish the required flashings and accessory components required for a complete guarantee able new roof system meeting current building code requirements and Title 24 requirements.

Also, during the course of this inspection, conditions requiring attention such as mechanical equipment ductwork and ductwork connections to mechanical units will be reviewed and, if required, restoration of these accessory components will be included in the project scope of work.

##### Project Specifications and Detail Drawings

Based upon the information contained in the 2021 Roof Survey Reports written by the Consultant and the design criteria identified during the site investigation (for the roof replacement projects), Consultant will develop written specifications for the implementation of recommended roof replacements of the steep sloped and low sloped roof areas. These specifications will be developed in an industry standard CSI (Construction Specifier Institute) three-part format (General, Product, and Execution), specifically tailored to the project requirements. These specifications will provide the following information:

- Approved material manufacturers and individual material products to define the quality standards for the roof system construction.
- Quality standards for both workmanship and materials in the construction of the new roof system.
- Contractor insurance requirements.
- Contractor and material manufacturer guarantee requirements.
- Contractor requirements during the project, including submittal information, hours of work, conduct of employees and staging areas.
- Project requirements for construction of sheet metal and lead accessories augmenting the roof system design, inclusive of special project conditions to be included in the contractor's bid.
- Contractor bid submittal requirements.

Accompanying the written specifications will be computer-generated detail drawings illustrating the construction of the roof membrane as well as all flashings at horizontal-to-vertical terminations, penetrations, and transitions.

#### Pre-Bid Conference

Consultant will attend an onsite conference with the bidding contractors to review the specifications and jobsite conditions and address any contractor questions regarding the project specifications for the purpose of achieving the most accurate, complete and competitive bids possible. Following the conference, Consultant will develop a written report summarizing the conference discussions and any additions, deletions or changes to the project specifications. A copy of this report will be provided to IPHMA Staff.

#### Submittal and RFI Reviews

Consultant will review the roofing contractor's material submitted prior to the start of work. The review will verify that the requests comply with the standards established within the project specifications.

#### CONSTRUCTION PHASE

Consultant will provide field observation services utilizing guidelines for monitoring the new system installation. These guidelines may include Project Specifications, Contractor Bid Submittals and Material Manufacturer Guidelines, depending on the project design standards available.

#### Pre-Job Conference

Conduct an onsite conference with the application contractor and all trades related to the new system installation. The purpose of this conference is to:

- Review material submittals.
- Discuss project scheduling.
- Review project site and substrate, if completed at time of Pre-Job Conference.
- Establish lines of communication and dispute resolution.

At the conclusion of the conference, a written report is generated and issued to all parties confirming agreements and identifying pending issues for resolution prior to start of work. Any decisions that affect or alter the existing design criteria must be approved by the Architect of record.

### Project Audit

Consultant will perform a project audit during the roof system installation process. Visible deviations from industry standards, at the time of the audit, will be communicated to the contractor's project superintendent/foreman during our visit. The contractor or sub-contractor is responsible and liable in assuring that these deviations are corrected.

Upon completion of field audit, Consultant will issue a written report of the inspection finding including a summary of the work completed at the time of the audit, work remaining to be completed, items requiring corrective repairs and recommendations for unique conditions found during the audit. The audit report will be accompanied by captioned photographs.

Consultant's project audit inspections are based upon providing intermittent visual observations of the roofing contractor's roof system installation (with no destructive testing being performed). The purpose of these inspections is to provide intermittent reviews of the roof system installation for compliance with the project's specifications, project contract and/or the material manufacturer's published general and guarantee installation requirements.

### Final Inspection

When the roofing contractor and subcontractors (including sheet metal, mechanical, etc.) have completed the system installation (prior to any tenant improvement or photovoltaic installation), Consultant will conduct a visual final inspection of the roof assembly.

A report will be generated noting items to be completed and/or deficiencies to be corrected with photographs as applicable. The roof system should not be considered complete until all punchlist items have been properly addressed.

## **PART 2 – ROOF REPAIRS**

### Referenced Properties:

- 15702 E. Nelson Avenue
- 15722 E. Nelson Avenue
- 15730 E. Nelson Avenue
- 15736 E. Nelson Avenue
- 16000 Temple Avenue #A & B
- 16000 Temple Avenue #C & D
- 16212 Temple Avenue
- 16217 Temple Avenue
- 16218 Temple Avenue
- 16220 Temple Avenue
- 16224 Temple Avenue



- 16238 Temple Avenue
- 16242 Temple Avenue
- 17217 Chestnut Street
- 17229 Chestnut Street
- 20137 Walnut Drive
- 22036 Valley Boulevard

## DESIGN/BID PHASE

### Master Roof Specifications & Detail Drawings

Consultant will develop written specifications for implementation of recommended maintenance and repair measures to the roof systems. These specifications will be developed in an industry standard CSI (Construction Specifier Institute) three-part format (General, Product, and Execution), specifically tailored to the project requirements. These specifications will provide the following information:

- Approved material manufacturers and individual material products to define the quality standards for the roof system construction.
- Quality standards for both workmanship and materials in the construction of the new roof system.
- Contractor insurance requirements.
- Contractor and material manufacturer guarantee requirements.
- Contractor requirements for construction of sheet metal and lead accessories augmenting the roof system design, inclusive of special project conditions to be included in the contractor's bid.
- Contractor bid submittal requirements.

Accompanying the written specifications will be computer-generated detail drawings illustrating the construction of the roof membrane as well as all flashings at horizontal-to-vertical terminations, penetrations, and transitions.

### Pre-Bid Conference

Consultant will attend an onsite conference with the bidding contractors to review the specifications and jobsite conditions and address any contractor questions regarding the project specifications for the purpose of achieving the most accurate, complete and competitive bids possible. Following the conference, Consultant will develop a written report summarizing the conference discussions and any additions, deletions or changes to the project specifications. A copy of this report will be provided to IPHMA Staff.

### Submittal & RFI Reviews

Consultant will review the roofing contractors' material submittal prior to the start of work. The review will verify that the requests comply with the standards established within the project specifications.

## CONSTRUCTION PHASE

Consultant will provide field observation services utilizing guidelines for monitoring the new system installation. These guidelines may include Project Specifications, Contractor Bid Submittals and Material Manufacturer Guidelines, depending on the project design standards available.

### Pre-Job Conference

Conduct an onsite conference with the application contractor and all trades related to the new system installation. The purpose of this conference is to:

- Review material submittals.
- Discuss project scheduling.
- Review project site and substrate, if completed at time of Pre-Job Conference.
- Establish lines of communication and dispute resolution.

At the conclusion of the conference, a written report is generated and issued to all parties confirming agreements and identifying pending issues for resolution prior to start of work. Any decisions that affect or alter the existing design criteria must be approved by the architect of record.

### Project Audit

Consultant will perform a project audit during the roof system installation process. Visible deviations from industry standards, at the time of the audit, will be communicated to the contractor's project superintendent/foreman during the visit. The contractor or subcontractor is responsible and liable in assuring that these deviations are corrected.

Upon completion of field audit, Consultant will issue a written report of the inspection finding including a summary of the work completed at the time of the audit, work remaining to be completed, items requiring corrective repairs and recommendations for unique conditions found during our audit. The audit report will be accompanied by captioned photographs.

Consultant's project audit inspections are based upon providing intermittent visual observations of the roofing contractor's roof system installation (with no destructive testing being performed). The purpose of these inspections is to provide intermittent reviews of the roof system installation for compliance with the project's specifications, project contract and/or the material manufacturer's published general and guarantee installation requirements.

### Final Inspection

When the roofing contractor and subcontractors (including sheet metal, mechanical, etc.) have completed the system installation (prior to any tenant improvement or photovoltaic installation), Consultant will conduct a visual final inspection of the roof assembly.

A report will be generated noting items to be completed and/or deficiencies to be corrected with photographs as applicable. The roof system should not be considered complete until all punchlist items have been properly addressed.

**ATTACHMENT 2**

**EXHIBIT B**

**RATE SCHEDULE**

**PART 1**

Site Investigation (MP 12-06 #27).....\$1,400.00  
(1 site investigation to include all buildings)

Roof Replacement Specification & Detailed Drawings (MP 12-06 #27)...\$6,800.00

Pre-Bid Conference (MP 12-06 #27) .....\$2,100.00  
(To include all buildings)

Submittal & RFI Reviews .....No Charge

Pre-Job Conference (MP 12-06 #27) .....\$1,500.00  
(To include all buildings)

**Project Audits & Final Inspections:**

(project audits at \$950.00 each and final inspections at \$650.00 each)

14063 E. Proctor Avenue (MP 12-06 #3) .....\$1,600.00

15652 E. Nelson Avenue (MP 12-06 #4).....\$1,600.00

15714 E. Nelson Avenue (MP 12-06 #6).....\$1,600.00

15736 E. Nelson Avenue (MP 12-06 #9).....\$1,600.00

16212 Temple Avenue (MP 12-06 #22).....\$1,600.00

16227 Temple Avenue (MP 12-06 #15e).....\$1,600.00

16229 Temple Avenue (MP 12-06 #15f).....\$1,600.00

16238 Temple Avenue (MP 12-06 #15g).....\$1,600.00

**PART 1 TOTAL:** .....\$24,600.00

Additional Support Services .....\$150.00 per hour

**PART 2:**

Roof Repair/Maintenance Specification & Detailed Drawings (MP 12-06 #27)...\$2,800.00

Pre-Bid Conference (MP 12-06 #27).....\$2,600.00  
(To include all buildings)

Submittal & RFI Reviews.....No Charge

Pre-Job Conference (MP 12-06 #27).....\$1,500.00  
(To include all buildings)

**Project Audits and Final Inspections**

(project audits at \$475.00 each and final inspections at \$435.00 each)

15702 E. Nelson Avenue (MP 12-06 #5).....	\$910.00
15722 E. Nelson Avenue (MP 12-06 #7).....	\$910.00
15730 E. Nelson Avenue (MP 12-06 #8).....	\$910.00
15736 E. Nelson Avenue (MP 12-06 #9).....	\$910.00
16000 Temple Avenue (MP 12-06 #16) #A & B.....	\$910.00
16000 Temple Avenue (MP 12-06 #16) #C & D .....	\$910.00
16212 Temple Avenue (MP 12-06 #22).....	\$910.00
16217 Temple Avenue (MP 12-06 #15a).....	\$910.00
16218 Temple Avenue (MP 12-06 #15b).....	\$910.00
16220 Temple Avenue (MP 12-06 #15c).....	\$910.00
16224 Temple Avenue (MP 12-06 #15d).....	\$910.00
16238 Temple Avenue (MP 12-06 #15g).....	\$910.00
16242 Temple Avenue (MP 12-06 #15h).....	\$910.00
17217 Chestnut Street (MP 12-06 #12).....	\$910.00
17229 Chestnut Street (MP 12-06 #13).....	\$910.00
20137 Walnut Drive (MP 12-06 #10).....	\$910.00
22036 Valley Boulevard (MP 12-06 #11).....	\$910.00
PART 2 TOTAL:.....	\$22,370.00
Additional Support Services.....	\$150.00 per hour

**EXHIBIT A TO AMENDMENT NO. 1**  
**PROFESSIONAL SERVICES AGREEMENT WITH I.R.C. TECHNOLOGIES INC.**  
**DATED MAY 12, 2021**

## 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.

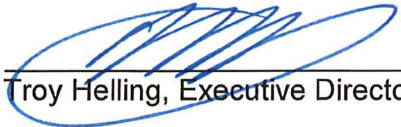
**24. AUTHORITY TO EXECUTE THIS AGREEMENT**

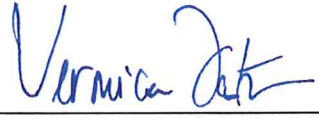
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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 Gutiérrez-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
<b>TOTAL</b>	<b>\$23,000.00</b>

## 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.