AGENDA FOR THE REGULAR MEETING OF THE
CITY COUNCIL
SUCCESSOR AGENCY TO THE
IRWINIDADE COMMUNITY REDEVELOPMENT AGENCY
HOUSING AUTHORITY

FEBRUARY 22, 2017

6:00 P.M. - CLOSED SESSION
6:30 P.M. - OPEN SESSION

IRWINIDADE CITY HALL / COUNCIL CHAMBER

CLOSED SESSION – CITY HALL CONFERENCE ROOM
REGULAR MEETING – CITY HALL COUNCIL CHAMBER

Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).
As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL
CLOSED SESSION – 6:00 P.M.

1. **Conference with Real Property Negotiators**
Pursuant to California Government Code Section 54956.8

A) Property: North Kincaid Pit (Irwindale) / APN 8616-022-906
North Kincaid Pit (Azusa) / APN 8616-001-913 NEC
of Irwindale Avenue and 210 Freeway

Negotiating Parties: City and Five Points, LLC
Under Negotiation: Price and terms of sale
Conflict of Interest: None

B) Property: Manning Parcel (City-owned Portion)

APN: 8417-034-910

Negotiating Party: City Council, Housing Authority and Potential Purchasers
Under Negotiation: Price and terms of sale
Conflict of Interest: None

ADJOURN

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

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

E. REPORT FROM CLOSED SESSION

F. CHANGES TO THE AGENDA
SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 2 minutes and each subject limited to 6 minutes, unless such time limits are extended.

1. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held February 8, 2017
2. Special meeting held February 13, 2017

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Approval of Plans and Specifications for the Construction of the Olive Pit West Boundary
Concrete Block Wall Improvement Project

Recommendation: (1) Approve the project and find it categorically exempt from the provisions of the California Environmental Quality Act (CEQA); (2) approve the plans for
the Construction of the Olive Pit West Boundary Concrete Block Wall Improvement Project; and (3) authorize staff to solicit bids for construction of the project.

2. NEW BUSINESS

A. Request to Approve a Memorandum of Understanding (MOU) Between the City of Irwindale and the City of Azusa for the Development of the City of Irwindale-owned North Kincaid Pit Site ("Site"), Which is Located Within the Boundaries of Both Jurisdictions

ACTION: Approve the MOU (attached with the staff report) between the City of Irwindale and the City of Azusa for the development of the City of Irwindale-owned North Kincaid Pit, which is located within the boundaries of both jurisdictions, and authorize staff to complete the Schedule of Performance.

B. First Reading of Ordinance No. 711 – General Municipal Elections

Recommendation: Based on Council direction at its meeting of February 8, 2017, introduce for first reading Ordinance No. 711, entitled: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DIRECTING THAT GENERAL MUNICIPAL ELECTIONS OF THE CITY OF IRWINDALE BE HELD ON THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER OF EVEN-NUMBERED YEARS BEGINNING IN NOVEMBER 2018,” reading by title only and waiving further reading thereof, thereby moving the City Council election from the first Tuesday in November of odd-numbered years to the first Tuesday in November of even-numbered years and consolidate with Los Angeles County.

3. PUBLIC HEARINGS

A. Ordinance No. 710 entitled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING TITLE 15.12 OF THE IRWINDALE MUNICIPAL CODE AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY FIRE CODE (2017 EDITION), AND COUNTY AMENDMENTS AND REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.”

Recommendation: 1) Conduct a public hearing for public comments; 2) adopt Ordinance No. 710 entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING TITLE 15.12 OF THE IRWINDALE MUNICIPAL CODE AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY FIRE CODE (2017 EDITION), AND COUNTY AMENDMENTS AND REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.” reading by title only and waiving further reading thereof; and 3) direct
the Department of Public Works to file the adopted ordinance to the Department of Housing and Community Development, Division of Codes and Standards, State Housing Law Program.

4. CITY MANAGER’S REPORT

5. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held February 8, 2017

B. Warrants

Recommendation: None for approval

2. NEW BUSINESS
3. PUBLIC HEARINGS
4. ADJOURN
HOUSING AUTHORITY

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

   A. Minutes

       Recommendation: Approve the following minutes:

       1. Regular meeting held February 8, 2017

2. NEW BUSINESS

3. PUBLIC HEARINGS

4. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, Housing and Reclamation Authorities, to be held on February 22, 2017 be posted at the City Hall, Library, and Post Office on February 16, 2017.

Laura M. Nieto, CMC
Laura M. Nieto, CMC
Deputy City Clerk
The Irwindale CITY COUNCIL met in regular session at the above time and place.

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

Also present: John Davidson, City Manager; Fred Galante, City Attorney; William Tam, Director of Public Works / City Engineer; Anthony Miranda, Police Chief; Eva Carreon, Director of Finance; Gus Romo, Director of Community Development; Mary Hull, Human Resources Manager, and Laura Nieto, Deputy City Clerk

RECESS TO CLOSED SESSION
At 6:00 p.m., the City Council recessed to Closed Session to discuss the following:

Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9

Property: North Kincaid Pit (Irwindale) / APN 8616-022-906 North Kincaid Pit (Azusa) / APN 8616-001-913 NEC of Irwindale Avenue and 210 Freeway

Negotiating Parties: City and Five Points, LLC
Under Negotiation: Price and terms of sale

ACTION: Discussed; direction provided; no further reportable action taken

Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9

Name of Case: City of Irwindale v. Huy Fong Foods, Inc.
Case Number: BC 621610

ACTION: Update provided; no further reportable action taken (Councilmember Ortiz abstaining, not participating in this matter, and leaving the Closed Session room)

RECONVENE IN OPEN SESSION
At 6:30 p.m., the City Council reconvened in Open Session.

CHANGES TO THE AGENDA

CITY MANAGER DAVIDSON
City Manager Davidson noted that the Scope of Services for Consent Calendar Item No. 1D was updated.
MAYOR BRECEDA  Mayor Breceda reported on his attendance at a recent Independent Cities Association conference held in Santa Barbara.

COUNCILMEMBER BURROLA  Councilmember Burrola noted that he also attended this conference. He also spoke highly of the high level of communication that is enjoyed between city staff and the City Council. He also asked whether police officers would be using body cameras in the future, to which Chief Miranda advised they are financially unattainable at the moment.

COUNCILMEMBER GARCIA  Councilmember Garcia also reported on his attendance at the conference. He then asked about the feasibility of the Manning Pit being a viable source for watershed, to which Director Tam advised that the County portion of the pit is being proposed for future use as a water recharge basin and a sediment placement site. The small basin that fronts Irwindale Avenue north of the Big Dalton Wash is also being used as a recharge basin.

MAYOR PRO TEM AMBRIZ  Mayor Pro Tem Ambriz also reported on his attendance at the seminar. He also spoke on the groundwork necessary to prepare for the legalization of marijuana statewide.

COUNCILMEMBER ORTIZ  Councilmember Ortiz reported on his attendance at the first annual Homeless Initiative Conference.

ANNOUNCEMENTS  None.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS  None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS  None.

SPONTANEOUS COMMUNICATIONS  Carmen Roman commended motorcycle officer Rudy Campos for enforcing speed laws and the thanked the police department in general.

CONSENT CALENDAR  A motion was made by Councilmember Ortiz, seconded by Councilmember Burrola, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading
thereof, with the exception of Item No. 1D, which was removed for separate consideration. The motion was unanimously approved; Councilmember Garcia abstaining from Item Nos. 1A and 1B.

**ITEM NO. 1A**

**MINUTES**

The following minutes were approved:

1) Regular meeting held January 11, 2017
2) Regular meeting held January 25, 2017

**ITEM NO. 1B**

**WARRANTS / DEMANDS / PAYROLL**

The warrants / demands / payroll were approved.

**ITEM NO. 1C**

**RESOLUTION APPROVING DONATION TO THE 626 GOLDEN STREETS**

**Resolution No. 2017-07-2905**, entitled:


**ITEM NO. 1E**

**REQUEST TO APPROVE A REIMBURSEMENT AGREEMENT WITH THE CITY OF SOUTH PASADENA FOR CITY STAFF COSTS ASSOCIATED WITH THE 626 GOLDEN STREETS FESTIVAL AT THE IRWINDALE 626 ACTIVITY HUB RESCHEDULED FROM JUNE 26, 2016, TO MARCH 5, 2017**

A Reimbursement Agreement with the City of South Pasadena for City staff costs associated with the 626 Golden Streets Festival at the Irwindale 626 Activity Hub, rescheduled from June 26, 2016, to March 5, 2017, was approved pursuant to the Reimbursement Agreement attached to the staff report; and the City Manager was authorized to execute the Reimbursement Agreement, subject to approval as to form by the City Attorney.

**END OF CONSENT CALENDAR**
ITEM NO. 1D
REQUEST TO APPROVE A SERVICES AGREEMENT WITH LA PARTY WORKS FOR THE ACTIVITIES ASSOCIATED WITH THE 626 GOLDEN STREETS FESTIVAL AT THE IRWINDALE 626 ACTIVITY HUB RESCHEDULED FROM JUNE 26, 2016, TO MARCH 5, 2017

COUNCILMEMBER GARCIA
Councilmember Garcia expressed concern with the proposed services agreement, to which Director Romo advised that LA Party Works would provide electrical generators and each vendor may bring in their own generators. Councilmember Garcia also asked whether a requirement can be made for the generators that will be used for the event to be low-noise (under 70 decibels) and low-emission units, to which Director Romo indicated that he would speak to a representative of LA Party Works to address these concerns.

MOTION
A motion was made by Councilmember Garcia to approve and authorize a Services Agreement with LA Party Works for the activities associated with the 626 Golden Streets Festival at the Irwindale 626 Activity Hub rescheduled from June 26, 2016, to March 5, 2017, pursuant to the Services Agreement attached to the staff report.

COUNCILMEMBER ORTIZ
Responding to a question by Councilmember Ortiz, Director Romo advised that two sponsors have not paid yet. He added that there is no reason to believe that the city would need to pay any costs related to the event.

ROLL CALL
Councilmember Ortiz seconded the above-mentioned motion; the motion was unanimously approved at roll call.

NEW BUSINESS

ITEM NO. 2A
OPTIONS TO CHANGE ELECTION DATE

CITY MANAGER DAVIDSON
City Manager Davidson discussed the staff report.

COUNCILMEMBER ORTIZ
Councilmember Ortiz stated that the last two elections had low voter turnouts and expressed his hope that this change would increase turnout. He also spoke favorably of the cost savings this change
COUNCILMEMBER BURROLA AND MAYOR PRO TEM AMBRIZ

Councilmember Burrola and Mayor Pro Tem Ambriz concurred with Councilmember Ortiz.

COUNCILMEMBER GARCIA

Responding to a question by Councilmember Garcia, City Attorney Galante indicated that the majority of cities will hold their elections on the same date as the statewide, county-run general elections. Deputy City Clerk Nieto added that West Covina and Baldwin Park have recently taken actions to move their elections to November of even years to coincide with statewide elections.

MOTION

A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, to prepare and proceed with the preparation of an ordinance to change the Irwindale City Council election date to the first Tuesday after the first Monday in November of even-numbered years. The motion was unanimously approved.

ITEM NO. 2B
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING TITLE 15.12 OF THE IRWINDALE MUNICIPAL CODE AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY FIRE CODE (2017 EDITION), AND COUNTY AMENDMENTS AND REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.

DIRECTOR TAM

Director Tam discussed the staff report.

ORDINANCE NO. 710 INTRODUCED ON FIRST READING

Ordinance No. 710, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING TITLE 15.12 OF THE IRWINDALE MUNICIPAL CODE AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY FIRE CODE (2017 EDITION), AND COUNTY AMENDMENTS AND REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH", was introduced on first reading, reading by title only and waiving further reading thereof, on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, and unanimously approved.

ITEM NO. 2C
APPROPRIATION OF FUNDS, WAIVE FORMAL BIDDING PROCEDURES AND APPROVE ISSUANCE

APPROPRIATION OF FUNDS, WAIVE FORMAL BIDDING PROCEDURES AND APPROVE ISSUANCE OF PURCHASE ORDER TO CREATIVE BUS SALES TO PURCHASE A SENIOR BUS TO REPLACE THE EXISTING SENIOR 24 PASSENGER BUS
Recreation Manager Grijalva discussed the staff report.

Responding to a question by City Manager Davidson, Recreation Manager Grijalva advised that the proposed vehicle would be delivered within 60 to 90 days.

Councilmember Garcia asked why staff selected a gasoline-fueled vehicle instead of diesel, to which Recreation Manager Grijalva stated that the diesel vehicle is more expensive and is not available in the size the city seeks.

Resolution No. 2017-02-2900, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING FUNDS, WAIVING FORMAL BIDDING REQUIREMENTS AND APPROVING THE ISSUANCE OF A PURCHASE ORDER TO CREATIVE BUS SALES FOR A NEW 24 PASSENGER BUS FOR THE SENIOR CENTER," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Mayor Breceda, seconded by Mayor Pro Tern Ambriz, and unanimously approved.

IRWINDALE TRANSIT ORIENTED DEVELOPMENT (TOD) SPECIFIC PLAN AD HOC COMMITTEE AND RESIDENT MEMBER SELECTION

Director Romo discussed the staff report.

City Attorney Galante noted the potential Brown Act implications that may be triggered, depending on the Council’s decision.

A motion was made by Mayor Pro Tem Ambriz, seconded by Mayor Breceda, to authorize TOD Ad Hoc Committee Member Councilmember Ortiz to appoint a resident to the Ad Hoc Committee. The motion was unanimously approved.
PUBLIC HEARINGS

None.

CITY MANAGER'S REPORT

CITY MANAGER DAVIDSON

City Manager Davidson noted that a community workshop will be held on February 9 at the Irwindale Community Center to discuss traffic calming measures for Cypress Street near Nora / Fraijo Avenues.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:17 p.m.

Laura M. Nieto, CMC
Deputy City Clerk
The Irwindale CITY COUNCIL met in special session at the above time and place.

ROLL CALL:

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

Also present: John Davidson, City Manager; Fred Galante, City Attorney; Melanie Poturica, Attorney with Liebert Cassidy Whitmore, and Laura Nieto, Deputy City Clerk

PUBLIC COMMENTS

FRED BARBOSA
Fred Barbosa expressed his opinion that Councilmember Garcia should not receive a settlement for any existing or future lawsuits; rather, he suggested the city counter sue him and Mayor Breceda.

ANN AMBRIZ
Ann Ambriz stated that Councilmember Garcia and Mayor Breceda have been exonerated of any wrongdoing and should be reimbursed their attorney's fees, in accordance with Irwindale Charter Section 604.

FRED BARBOSA
Fred Barbosa expressed his opinion that Councilmember Garcia's and Mayor Breceda's presence during the bond financing trips to New York were unnecessary.

STEVE LEVINE
Steve Levine, former attorney for Councilmember Garcia, expressed his opinion that Councilmember Garcia has always acted with the best interests of the city in mind and did nothing illegal or wrong. He also provided background information on the bond financing trips and the processes by which the council members received reimbursements for their expenses during the trips.

FRED BARBOSA
Fred Barbosa reiterated his previous statements.

TOM SINGH
Tom Singh spoke highly of Councilmember Garcia as an individual.

RECESS TO CLOSED SESSION

At 5:16 p.m., the City Council recessed to Closed Session to discuss the following:

Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9

Name of Case: Manuel Garcia v. City of Irwindale
Case Number: KC066877

ACTION: Councilmember Burrola moved, Councilmember Ortiz seconded the motion: Finding that Councilmember Garcia going to New York and not paying for
expensive meals, expensive hotel and entertainment while submitting an expense voucher for $440.00 and being paid $440.00 by the City was not acting in good faith. Motion was passed by a 2-1 vote of participating members with Councilmembers Burrola and Ortiz voting aye and Mayor Pro Tem Ambriz voting no (Councilmember Garcia and Mayor Breceda declaring a conflict of interest and not being present during discussions).

Councilmember Ortiz moved, Councilmember Burrola seconded the motion to waive the deliberative process as to how they came to the decision that Councilmember Garcia did not act in good faith under City Charter 611. Motion was passed by a 2-1 vote of participating members with Councilmembers Burrola and Ortiz voting aye and Mayor Pro Tem Ambriz voting no (Councilmember Garcia and Mayor Breceda declaring a conflict of interest and not being present during discussions).

At 8:05 p.m., the City Council reconvened in Open Session.

Fred Barbosa reiterated his previous statements.

There being no further business to conduct, the meeting was adjourned at 8:07 p.m.

Laura M. Nieto, CMC
Deputy City Clerk
**CITY OF IRWINDALE**
**PAYROLL WARRANT REGISTER**
January 2017

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Voluntary Deductions: (6,482.06)
Net Payroll: 288,051.01

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Gross Payroll: 299,468.37
Required Deductions: (90,142.30)
Voluntary Deductions: (6,569.65)
Net Payroll: 212,757.22
## Electronic Payments

February 2017
February 1 - 15, 2017

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Report Total: 123,465.95
### Accounts Payable

**Checks by Date - Summary By Check Number**

**User:** mzepeda  
**Printed:** 2/15/2017 - 1:52 PM

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Report Total: 234,363.58
AGENDA REPORT

Date: February 22, 2017

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: APPROVAL OF PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE OLIVE PIT WEST BOUNDARY CONCRETE BLOCK WALL IMPROVEMENT PROJECT

City Manager's Recommendation:

That the City Council (1) approve the project and find it categorically exempt from the provisions of the California Environmental Quality Act (CEQA); (2) approve the plans for the Construction of the Olive Pit West Boundary Concrete Block Wall Improvement Project; and (3) authorize staff to solicit bids for construction of the project.

Analysis:

1) According to the Settlement Agreement and Release of all Claims between the City of Baldwin Park and the City of Irwindale and as a security measure, the City of Irwindale is required to construct a concrete block wall along the entire western side of the site boundary that borders Baldwin Park Residential properties.

2) As part of the Agreement, the block wall will be constructed between six (6) feet to six (6) feet, six (6) inches in height. The block wall shall be built entirely within the site and the City shall request temporary construction access from adjacent residents with written consent. Should any owner/tenant of a residence decide not to have the block wall constructed, a chain link fence will be constructed instead.

3) A community workshop was held on December 15, 2016 to solicit comments from the City of Baldwin Park Residents that are affected by this project. Questions related to the height of the wall, removal of existing chain link fences, location of sheds close to property lines, construction, and scheduling of site visits were discussed by City Staff.

4) The last two weeks of December 2016, City Staff conducted a site assessment of each property and solicited verbal approval for temporary access to construct the block wall. A total of 31 property owners were contacted; however, staff was unable to identify the property owner of one (1) vacant lot. A letter was sent to the owner of this vacant lot, but the letter was returned with a not deliverable as addressed.
5) After meeting with these property owners, Staff completed the attached survey (Attachment "A") that outlines the existing conditions and the conditions approved by each property owner. The survey is summarized below:

a. Six (6) properties currently have an existing block wall. Four (4) of the six property owners are not in favor of the construction of a new block wall. The other two (2) property owners are in favor of a new block wall.

b. Twenty-five properties currently have an existing chain link fence. Only one (1) property owner is not in favor of the construction of the new block wall and one (1) property owner could not be contacted at this time. The rest of the property owners are in favor of a new block wall.

c. Those property owners that are not in favor of a block wall will have their existing block wall or chain link fence replaced with a new chain link fence. The vacant lot chain link fence will be replaced with a block wall since there are no structures on site that are close to the property line.

6) A set of the project plans and specifications are available for review in the City Engineer’s office.

7) Funding was budgeted in FY 2015/16 in the Olive Pit Royalty Fund. The project was not completed last fiscal year, and the budget will be carried forward into the FY 2016/17 Olive Pit Royalty Fund.

8) This project is considered categorically exempt as it falls under the category of “minor public facilities and new construction of small structures including storm drain pipes and catch basins and street improvements”, pursuant to Sections 15031 and 15303 of CCR, Title 14 “Guidelines for California Environmental Quality Act.”

Fiscal Impact:  
(Initial of CFO) See Note 7 above.

Legal Impact:  
Electronically Approved by Fred Galante  (Initial of Legal Counsel) None

Contact Person/Prepared by: William Tam, Public Works Director/City Engineer
Phone: (626) 430-2212

John Davidson, City Manager
ATTACHMENT "A"
OLIVE PIT - CONSTRUCTION OF THE WEST BOUNDARY BLOCK WALL PROJECT

ADDRESS VISIT DATE LEGEND

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<th>ADDRESS</th>
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<td>4722 Phelan Ave</td>
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LEGEND
- Property With Existing Wall
- Property With Existing Fence
- Owner In Favor Of Wall
- Owner Not In Favor Of Wall
- Owner N/A
NOTICE INVITING BIDS
AND
PROPOSAL
FOR
CONSTRUCTION OF THE OLIVE PIT WEST BOUNDARY
CONCRETE BLOCK WALL
P-938

CITY OF IRWINDALE
5050 NORTH IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

MARK A. BRECEDA, MAYOR
ALBERT F. AMBRIZ, MAYOR PRO-TEM
LARRY G. BURROLA, COUNCILMEMBER
MANUEL R. GARCIA, COUNCILMEMBER
H. MANUEL ORTIZ, COUNCILMEMBER

JOHN DAVIDSON, CITY MANAGER
WILLIAM K. TAM, P.E., DIRECTOR OF PUBLIC WORKS
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<th>Page</th>
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<td>F. Bidder's Guaranty</td>
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<td>B. Construction Supervision</td>
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<td>6</td>
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   B. Changed Conditions Caused by Acts of God
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CONSTRUCTION OF THE OLIVE PIT WEST BOUNDARY
CONCRETE BLOCK WALL,
P-938

IN THE CITY OF IRWINDALE
PUBLIC NOTICE IS HEREBY GIVEN that the CITY OF IRWINDALE as CITY, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk, 5050 North Irwindale Avenue, Irwindale, California 91706, up to the hour of 11:00 a.m. on Tuesday, March 21, 2017. They will be publicly opened in the City Clerk’s Office at 11:00 a.m. on the above date.

A mandatory pre-bid site visit shall be hold on Tuesday, March 14, 2017 at 10:00 a.m. at the Olive Pit. The point of meeting will be at the driveway located on the North end of Park Ave in the City of Irwindale CA. 91706. Prospective bidders shall attend this pre-bid site visit in order to be allowed to bid.

All work must be completed within 120 working days after start day specified in the Notice to Proceed. Copies of the plans, specifications, and contract documents are available from the Office of the City Engineer located at 16102 Arrow Hwy., Irwindale, California 91706, upon payment of a $35.00 non-refundable fee, if picked up, or payment of a $45.00 non-refundable fee, if mailed.

Prevaling Wage Law. The contractor specifically agrees to comply with the provisions of Labor Code Sections 1770 et seq. relating to payment of prevailing wages by the contractor, the keeping of payroll records, and all the provisions therein, and agrees to be responsible for compliance with all such sections by any subcontractor under him.

As required by California Labor Code Section 1775, the contractor shall, as a penalty to the City of Irwindale ("City") a forfeit of not more than fifty dollars ($50.00) for each calendar day for each worker paid less than the prevailing labor rates as determined in accordance with Section 1775. The contractor shall pay each worker paid less than the prevailing wage the amount of the difference. This provision shall apply to subcontractors as well as contractors. Federal government regulations will apply to this contract.

SB 854 Requirements. This project is subject to the requirements of SB 854. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of
Industrial Relations pursuant to labor Code Section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The bid proposal must include a print out from the DIR registration website showing that the prime contractor and each subcontractor is currently registered. No bid proposals will be accepted nor any contract entered into with a prime contractor without proof of registration as required above. [Unless within the limited exceptions from this requirement for bid proposals only under Labor Code Section 1771.1(a)]. The prime contractor will be required to post job site notices regarding Labor Code compliance as described in Title 8 of the California Code of Regulations Section 16451(d).

Non-Discrimination in Employment. In accordance with California Labor Code Section 1735, the contractor shall not discriminate in the employment of persons engaged to perform the work covered by the Agreement because of race, religious creed, color, nation of origin, ancestry, physical disability, mental disability, medical condition, marital status or sex of such person. If the contractor is found to be in violation of Section 1735 while in performance of the work, the contractor shall be subject to all penalties imposed in Part VII, Chapter 1 of the California Labor Code and deemed to be in material breach of the contract.

Immigration Reform and Control Act. The successful bidder will be required to comply with all requirements of the Immigration Reform and Control Act of 1986. The successful bidder agrees to defend, indemnify and hold the City harmless from any penalties imposed as a result of non-compliance with the Immigration Reform and Control Act.

Apprentices. The contractor specifically agrees to comply with the applicable provisions of Labor Code Sections 1777.5 and 1777.6 relating to the employment of apprentices by the contractor or any subcontractor under him or her. It is the contractor's responsibility to comply with these sections.

Clayton and Cartwright Acts. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the contractor, without further acknowledgment by the parties.

Bids. All bids shall be compared on the basis of the City Engineer's estimate of the work to be done.
No bid will be accepted from a contractor who has not been licensed in accordance with the provisions of the Business and Professions Code. The successful contractor and his or her subcontractors will be required to possess business licenses from the City.

The successful contractor must possess a valid Class "A" Contractor's license at the time of award of contract for the type of work proposed.

No bid will be received unless it is made on a bid form furnished by the City Engineer. Bid forms, contract and specifications may be obtained at the Office of the City Engineer, City Hall, 5050 N. Irwindale Avenue, Irwindale, California 91706. Each bid must be accompanied by cash, cashier's check or certified check made payable to the City or a bidder's bond issued by a carrier licensed in the State of California with a rating of B+ or better as stated from time to time by Standard and Poor's, Moody's or Bests' for an amount equal to at least ten percent (10%) of the amount of the bid.

Lowest Bidder's Refusal or Failure to Execute Contract. Upon refusal or failure of the successful bidder to execute the contract, the City may award the contract to the next lowest responsible bidder. If the City awards the contract to the next lowest responsible bidder, the amount of the lowest bidder's security shall be applied by the City to the difference between the low bid and the next lowest responsible bidder's bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used.

Insurance. Before a contract is entered into with the successful bidder, the bidder shall present evidence in writing to the City that he or she has current public liability and property damage insurance of at least the following amounts:

- **General Liability**
  - $1,000,000 per occurrence
  - $2,000,000 general aggregate
  - $1,000,000 products-comp/op agg
- **Bodily injury and death coverage**
  - $1,000,000 per person
  - $2,000,000 each occurrence

The City shall be named as additional-insured on such policy and any policy issued to any subcontractor. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy. The City must be notified in writing thirty (30) days in advance of policy cancellation. If the policy is canceled during the term of the Agreement, the contractor or subcontractor, as the case may be, shall obtain alternative insurance that provides for, at the very least, the same coverage as the canceled policy.

The insurance policy must be issued by an admitted insurer licensed to transact business in the State of California and by an insurer assigned an A.M. Best Rating of "Excellent" or better.
Contractor shall indemnify and defend the City, its officers, agents and employees from any and all losses and damages arising out of any negligent act or omission of contractor in performance of this contract.

Bonds. The successful contractor shall furnish the following bonds:

1. A surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract.

2. A separate bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract.

The aforesaid bonds shall be in a form satisfactory to the City and issued by a carrier licensed in the State of California with a rating of B+ or better as stated from time to time by Standard and Poors or Moodys or Bests.

Whenever any surety (or sureties) on any such bond (or bonds) required by law for the protection of the claims of laborers and materialmen becomes insufficient, or the City Engineer has cause to believe that such surety (or sureties) have or may become insufficient, a demand in writing may be made of the contractor for such further bond (or bonds) or additional surety, not exceeding the contract amount as is considered necessary, taking into account the extent of the work remaining to be done.

No payment shall be made upon such contract to the contractor (or any assignee of the contractor) until such further bond, bonds or additional surety has been furnished.

Worker's Compensation. Prior to entering into a contract, the contractor to whom the contract has been awarded shall furnish satisfactory evidence that it has secured full Workers' Compensation Insurance.

Prosecution of Work. The contractor shall diligently prosecute the work required by the contract to completion before the expiration of 120 working days from the date of the written Notice to Proceed.

Substitution of Retention. As a substitute for retention of five percent (5%) from each progress payment to the contractor, the contractor may, on his or her request and at his or her expense, deposit securities approved as eligible for deposit and in an amount equivalent to the amount retained by the City, with a state or federally-chartered bank in California as the escrow agent ("escrow agent") or the City. Securities eligible for deposit shall be bank or savings and loan certificates of deposit, or such securities as are set forth in Government Code Section 16430, and which are approved by the City.
Upon the deposit of such securities, the City shall pay the retained sum to the contractor and, within sixty (60) days after satisfactory completion of all work required to be performed, shall return the deposited securities to the contractor.

Alternatively, the contractor may request that the City make payment of retentions earned directly to the escrow agent established by the contractor, at his or her expense as provided under Section 22300 of the Public Contract Code. At the expense of the contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investment upon the same terms provided for in Section 22300 of the Public Contract Code for securities deposited by the contractor. Within sixty (60) days from satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City pursuant to Section 22300 of the Public Contract Code.

The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Any contractor who elects to receive interest on moneys withheld in retention by the City shall, at the request of any subcontractor performing more than five percent of the contractor's total bid, make that option available to the subcontractor regarding any moneys withheld in retention by the contractor from the subcontractor. If the contractor elects to receive interest on any moneys withheld in retention by the City, then the subcontractor shall receive the identical rate of interest received by the contractor on any retention moneys withheld from subcontractor by the contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the contractor elects to substitute securities in lieu of retention, then, by mutual consent of the contractor and subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by the contractor.

The contractor shall pay each subcontractor, not later than 10 days after receipt of escrow moneys, the amount owed to each subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each subcontractor, on the amount of retention withheld to insure performance of the subcontractor.

Requests for substitution of retentions or payment of retentions earned to an escrow agent must be made in writing and delivered to the City Engineer prior to the issuance of a Notice to Proceed and are subject to the approval of the City.
Reduction of Retention. The amount of retention shall remain at five percent (5%) for the entire duration of the contract and reduction in retention percentage will not be allowed.

Interpretation of Plans and Documents. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions from, the Contract Documents, he or she may submit to the City Engineer a written request for an interpretation or correction thereof. Any interpretation or correction of the Contract Documents shall be made only by addendum and provided to each person receiving a set of such documents. The City Engineer will only be responsible for explanations or interpretations of the Contract Documents as requested pursuant to and provided for by this paragraph. Any omissions from these Contract Documents not called to the attention of the City Engineer shall not affect the validity of the bid process or the contract eventually awarded.

Plan Fee. A $35.00 non-refundable fee is charged for the plans. An extra non-refundable fee of $10.00 shall apply if the documents are to be mailed.

Rejection of Bids. The City of Irwindale reserves the right to reject any and all bids and to waive any irregularities or informalities in any bid or in the bidding.

Posted: February 23, 2017
Published: February 24, 2017 & March 3, 2017
Mandatory pre-bid site visit: March 14, 2017
Bid Opening: March 21, 2017
Tentative Contract Award: April 05, 2017

Laura M. Nieto, CMC
Deputy City Clerk
City of Irwindale
California

PROPOSAL FOR
CONSTRUCTION OF THE OLIVE PIT WEST BOUNDARY CONCRETE BLOCK WALL
P-938

The undersigned, as bidder, declares that he or she has carefully examined the location of the proposed work, the proposed form of agreement, and the plans and specifications herein referred to. He or she proposes and agrees that, if this proposal is accepted, he or she will contract with the City of Irwindale to provide all equipment, materials and labor to the satisfaction, and under the supervision of, the City Engineer at the following prices.

It is understood that the time within which the above-mentioned work must be completed by the undersigned is fixed at 120 working days starting from the day after the issuance of the Notice to Proceed.
BIDDER'S PROPOSAL

The undersigned bidder declares that he/she has carefully examined the Plans, the General Conditions and Specifications and agrees to complete the work so covered to the City of Irwindale. The undersigned further declares that this proposal is made according to the provisions and under the terms of the "Notice Inviting Bids" which document is made a part of this proposal.

CITY CLERK
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, California 91706

CONSTRUCTION OF THE OLIVE PIT WEST BOUNDARY
CONCRETE BLOCK WALL
P-938

**BID SCHEDULE:**

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<td>2</td>
<td>CLEARING AND GRUBBING</td>
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<td>3</td>
<td>REMOVE AND DISPOSE EXISTING FENCING AND WALLS</td>
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<td>7</td>
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<td>9</td>
<td>INSTALL CHAIN LINK FENCE 6 FOOT HIGH WITH BARBED WIRE PER APAWA STD PAN600-3</td>
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Total of all Items of the Bid Schedule: $________________

(Written in Words)

The undersigned bidder further certifies that he has visited the premises involved and has ascertained the extent of the work required for the construction of the OLIVE PIT WEST BOUNDARY CONCRETE BLOCK WALL.

Accompanying this bid is $______________ ("cash," "cashier's check," or "bidder's bond"—underline one), in an amount equal to at least ten percent (10%) of the total bid.

If awarded the contract, the undersigned agrees that should he or she fail to execute the required contract, and file the necessary bonds and insurance certificates within ten (10) days (excluding Saturdays, Sundays and legal holidays) after the City Engineer has mailed notice of the award of contract to him or her, the proceeds of the security accompanying this bid shall become the property of the CITY. This bid and the acceptance hereof may then, at the City option, be considered null and void.

If an individual, so state; if a partnership, state the firm name and give the names of all individual partners, limited and general; if a corporation, state the names of the president, secretary, treasurer and manager, if any.

NAME OF CONTRACTING FIRM ________________________________

ADDRESS ________________________________________________

P-3
ALL BLANKS IN SPECIFICATIONS MUST BE FILLED IN OR BID WILL BE CONSIDERED UNRESPONSIVE.

William Kwok Tam, P.E.
Director of Public Works/City Engineer
REFERENCES:

1.  
   Contract Amount  
   Type of Work  
   Date Completed  
   
   Name and Address of Owner  
   
   Name and Telephone Number of Person Familiar with Project.

2.  
   Contract Amount  
   Type of Work  
   Date Completed  
   
   Name and Address of Owner  
   
   Name and Telephone Number of Person Familiar with Project.

3.  
   Contract Amount  
   Type of Work  
   Date Completed  
   
   Name and Address of Owner  
   
   Name and Telephone Number of Person Familiar with Project.

4.  
   Contract Amount  
   Type of Work  
   Date Completed  
   
   Name and Address of Owner  
   
   Name and Telephone Number of Person Familiar with Project.
DESIGNATION OF SUBCONTRACTORS

Subcontractors who will perform work or render services to the contractor or who, under subcontract to the contractor, specially fabricate and install a portion of the work or improvement according to the Specifications in an amount in excess of one-half of one percent of the contractor's total bid (or in excess of ten thousand dollars [$10,000.00] whichever is greater, [to be used in cases of bids involving the construction of streets or highways, including bridges]) shall be listed. Failure of the bidding general contractor to list its subcontractors on this form or one attached to this bid shall be in violation of the law and shall be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111. If a contractor whose bid is accepted later wants to substitute any subcontractor in place of a subcontractor listed in the original bid, any changes shall be subject to City approval and must comply with California Public Contract Code Sections 4107 and 4107.5 and all applicable California Code.

The bidder shall set forth the following information below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under sub-agreement to the contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications.

2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The contractor shall list only one subcontractor for each portion of work.

3. If the contractor fails to specify a subcontractor or if the contractor specifies more than one subcontractor for the same portion of work to be performed under the agreement, he/she agrees that he/she is fully qualified to perform that portion himself or herself, and that he or she shall perform that portion himself or herself.

The contractor may submit an updated DESIGNATION OF SUBCONTRACTORS form up to 24 hours after the bid opening containing (1) the estimated amount and (2) the percentage of contract. All other information shall be submitted prior to the bid opening.

Please type or legibly print (attach additional sheets as necessary).

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<tr>
<th>Name of Subcontractor</th>
<th>Contractor's License #</th>
<th>Classification</th>
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<th>% of Contract</th>
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P-6
Non-collusion Affidavit

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the

THE CITY of IRWINDALE

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-Collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
City of Irwindale,  
California  

SPECIAL PROVISIONS  
FOR  
CONSTRUCTION OF THE OLIVE PIT WEST BOUNDARY  
CONCRETE BLOCK WALL  
P-938  

SECTION 1  

INSTRUCTIONS TO BIDDERS  

A. General Information:  
The City Clerk of the City of Irwindale, California will receive sealed bids at his office at the City Hall, 5050 N. Irwindale Avenue, said City, until 11:00 am on the date set forth in the Notice Inviting Bids.  

B. Examination of Plans, Specifications, Special Provisions and Site of Work:  
The bidder is required to examine carefully the site of the Project and the contract documents for the Project. It will be assumed that the bidder has thoroughly investigated the work and is satisfied as to the conditions to be encountered and to the character, quality and quantities of work to be performed and materials to be furnished. It is further assumed that the bidder is familiar with the requirements of the contract documents. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.  

No information derived from inspection of records or investigation or compilations of same made by the City will in any way relieve the contractor from his/her obligations under the Contract Documents nor entitle the contractor to any additional compensation. No claim for additional compensation shall be made by the contractor for extra work created by conflicts, errors, or discrepancies in the Contract Documents that the contractor should have discovered prior to submitting his or her bid. The contractor will not and agrees not to make any claim against the City based upon ignorance or misunderstanding of any condition of the work site or of the requirements set forth in the Contract Documents.  

C. Bid Form and Delivery:  
All bids must be made upon the blank proposal form included in this bid package. All bids must contain the price proposed, both in words and figures where indicated, and must be otherwise properly acknowledged by the bidder.  

If the bids are made by an individual, his or her name and post office address must be shown; if by a partnership, the name and post office address of each general and limited partner, and the managing partner must be included; if by a
corporation, the bids must show the state under the laws of which the corporation was chartered and the names, titles and business addresses of the president, secretary, treasurer and manager.

Bids shall be enclosed in a sealed envelope marked plainly on the outside “Bid for (insert project title) – DO NOT OPEN WITH REGULAR MAIL”. Proposals may be mailed or delivered by messenger. However, it is the bidder’s responsibility alone to ensure delivery of the proposal to the hands of the City’s designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Late proposals will not be considered.

D. Rejection of Proposal Containing Alterations, Erasures or Irregularities:

Bids may, at the City’s option, be rejected if they contain any alteration, additions, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind. If the irregularities or variances did not affect the amount of the bid or give the bidder a benefit or advantage not allowed other bidders, the City may waive the irregularities or variances.

Further, the City reserves the right to reject any and all bids.

E. Prevailing Wage Requirements:

This is a Prevailing Wage project, which means all employees’ wages must be paid according to the latest wage determination for Los Angeles County. Federal wage determinations can be found at Davis-Bacon Wage Determinations www.access.gpo.gov/davisbacon/

Different trades have different hourly wages and must be paid accordingly. Contractors shall refer to the latest wage determinations when determining the hourly wages for bidding this project. Compliance with regulations of the Federal government is required.

Prevailing Wage Law. The contractor specifically agrees to comply with the provisions of Labor Code Sections 1770 et seq. relating to payment of prevailing wages by the contractor, the keeping of payroll records, and all the provisions therein, and agrees to be responsible for compliance with all such sections by any subcontractor under him.

As required by California Labor Code Section 1775, the contractor shall, as a penalty to the City of Irwindale ("City") a forfeit of not more than fifty dollars ($50.00) for each calendar day for each worker paid less than the prevailing labor rates as determined in accordance with Section 1775. The contractor shall pay each worker paid less than the prevailing wage the amount of the difference. This provision shall apply to subcontractors as well as contractors. Federal government regulations will apply to this contract.
SB 854 Requirements. This project is subject to the requirements of SB 854. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to labor Code Section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The bid proposal must include a print out from the DIR registration website showing that the prime contractor and each subcontractor is currently registered. No bid proposals will be accepted nor any contract entered into with a prime contractor without proof of registration as required above. [Unless within the limited exceptions from this requirement for bid proposals only under Labor Code Section 1771.1(a)]. The prime contractor will be required to post job site notices regarding Labor Code compliance as described in Title 8 of the California Code of Regulations Section 16451(d).

F. Bidder’s Guaranty:

All bids shall be presented under sealed cover and shall be accompanied by cash, cashier’s check or certified check payable to the City of Irwindale or a bidder’s bond issued by a carrier licensed in the State of California with a rating of B+ or better as stated from time to time by Standard and Poors, Moodys or Bests for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered unless such cash, cashier’s check, certified check or bidder’s bond is enclosed therewith.

G. Award of Contract:

The award of the contract, if it is awarded, will be to the lowest responsible bidder whose bid complies with all the requirements described. The award, if made, will be made within sixty (60) days after the opening of the bids. All bids will be compared on the basis of the total sum bid for the completed project.

H. Execution of Contract:

The contract shall be signed by the successful bidder and returned, together with the required bonds, within ten (10) calendar days from the date the contract is awarded.

Upon refusal or failure of the successful bidder to execute the contract, the City may award the contract to the next lowest responsible bidder. If the City awards the contract to the next lowest bidder, the amount of the lowest bidder’s security shall be applied by the City to the difference between the low bid and the next lowest bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder’s bond if a bond is used.

I. Return of the Bidder’s Guaranties:
Within ten (10) calendar days after the award of the contract, the City will return the bid guaranties accompanying each of the bids which are not to be considered in making the award. All other bid guaranties will be held until the contract has been fully and finally executed and returned to the City with the required bonds, after which they will be returned to the respective bidders whose bids they accompany.

J. Contract Bonds:

The successful contractor shall furnish two (2) bonds as set forth below:

1. A surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract.

2. A separate bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract.

The aforesaid bonds shall be in a form satisfactory to the City and issued by a carrier licensed in the State of California with a rating of B+ or better as stated from time to time by Standard and Poors or Moodys or Bests.

Whenever any surety (or sureties) on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material men becomes insufficient, or the City Engineer has cause to believe that such surety (or sureties) has or may become insufficient, a demand in writing may be made of the contractor for such further bond (or bonds) or additional surety, not exceeding the contract amount as is considered necessary, taking into account the extent of the work remaining to be done.

No payment shall be made upon such contract to the contractor (or any assignee of the contractor) until such further bond, bonds, or additional surety has been furnished.

SECTION 2

SCOPE OF WORK

A. General Scope:

The work to be done, in general, consists of furnishing all labor, materials, tools, equipment and incidentals (unless otherwise specified), to construct and complete the project in a satisfactory and workmanlike manner, and in accordance with the plans and Contract Documents.
B. **Construction Supervision:**

The contractor shall give personal attention to the fulfillment of the contract and shall keep the work performed pursuant to the contract under its control. The contractor shall perform, with its own organization, at least 50% of the work except that any designed "specialty item" may be performed by a subcontractor.

C. **Specifications:**

The work described herein shall be done in accordance with the provisions of the "Standard Specifications for Public Works Construction," most recent edition, with all amendments thereto ("Standard Specifications"), insofar as the same may apply, and in accordance with these Special Provisions. A copy of the "Standard Specifications for Public Works Construction" is on file in the Office of the City Engineer.

Whenever in the Standard Specifications the following terms are used, they shall be understood to mean the following:

- **City:** City of Irwindale
- **Address:** 5050 N. Irwindale Avenue
  Irwindale, CA 91706
- **Board:** The City Council of the City of Irwindale
- **Consultant:** N/A
- **Engineer:** The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.
- **Inspector:** An authorized representative of the City, assigned by said City to make inspections of work performed by or material supplied by the contractor.
- **Laboratory:** The designated laboratory authorized by the City of Irwindale to test materials and work involved in the contract.

Other terms appearing in the Standard Specifications and these Special Provisions shall have the intent and meaning specified in Section 1, "Terms, Definitions, Abbreviations and Symbols of the Standard Specifications."

In case of conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall take precedence over, and be used in lieu of, such conflicting portions. The Special Provisions shall take precedence over both the Project Plans and Standard Specifications.
The "Contract Documents" consist of the Notice Inviting Bids and Proposal, the accepted bid, the contract, the bid security, any bonds required for the contract, the special provisions, the payment plans, the Standard Specifications for Public Works Construction, the Project Plans, all City Permits and Code Requirements, any and all State and City labor requirements and all addenda as prepared prior to the date of bid opening setting forth any modifications and interpretations of any of said documents and all supplemental agreements amending or excluding the work contemplated and which may be required to complete the work in accordance with the terms and conditions thereof and all applicable State and local laws.

The precedence of Contract Documents is as follows:

1. Permits and Code Requirements;
2. Special Provisions;
3. Project Plans;
4. Construction Contract;
5. Notice Inviting Bids and Proposal;
6. Accepted Bid;
7. "Standard Specifications for Public Works Construction;" and
8. Other Contract Documents.

D. Other Work:

The scope of the work may also include, but not be limited to, alterations; extra work; increases or decreases in the contract quantities; and, final clean up.

Reference is made to Part I, Section 2, "Scope and Control of the Work" of the Standard Specifications, which is adopted as part of these Special Provisions.

E. Sub-Surface Data:

If the City or its consultants have made investigations of subsurface conditions in areas where the work is to be performed, such investigations shall be deemed made only for the purpose of study and design. Where such investigations have been made, the contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the Office of the City Engineer, Irwindale Public Works, 16102 Arrow Hwy., Irwindale, California, 91706. It is the contractor's sole responsibility to determine whether such investigations exist and the City and Agency makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are solely for the convenience of the contractor. It is expressly understood and agreed that the City, the City
Engineer, their agents, consultants or any employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and of the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the project area. The contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the work.

The contractor represents that he/she has studied the Project Plans and Specifications and all surveys and investigation reports of sub-surface and latent physical conditions and has made such additional surveys and investigations as necessary for the performance of the work at the contract price in accordance with the requirements of the Contract Documents, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

F. Discovery of Unusual Conditions:

The contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

1. Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

The City shall promptly investigate the conditions, and if it finds that the conditions so materially differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures set forth in the Contract Documents.

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

G. Surveying:

The City will provide surveying if needed. Any re-surveying due to lost stakes, etc. shall be paid for by the contractor.

H. Soils Engineering and Testing:

The City will provide soils engineering and testing if deemed necessary by the Engineer. Any retests shall be paid for by the Contractor.

I. Notification:

The contractor shall notify the following agencies at least 48 hours prior to start of construction:

CITY OF IRWINDALE
Engineering Division
William Kwok Tam, P.E., Director of Public Works/City Engineer
(626) 430-2211

CITY OF BALDWIN PARK
Engineering Division
(626) 960-4011

SOUTHERN CALIFORNIA EDISON COMPANY
Ms. Margarita Bass
(626) 303-8443

SOUTHERN CALIFORNIA GAS COMPANY
Mr. James Daniels
(323) 881-3501

VERIZON
Mr. Carl Specht
(626) 813-4510

CHARTER CABLE TELEVISION
(626) 807-8263
SECTION 3

CHANGES IN WORK

Reference is made to Section 3 of the Standard Specifications, except as modified.

A. Changes Initiated by the city:

The City may at any time order additions, deletions or revisions in the general scope of the work without invalidating the Contract Documents and without notice to the sureties.

The City may order minor changes or alterations in the work not involving extra cost or an extension of time, and not inconsistent with the overall intent of the Contract Documents. Such changes may be ordered by a field order. Before proceeding with the change of work described in a field order, the City Engineer will submit a field order to the contractor for approval and signature. By signing the field order, the contractor agrees that he or she shall not be entitled to any additional compensation or extension of time for the work identified in the field order.

Changes not covered by a field order will be authorized by a change order. A change order is a written order, issued by the City to the contractor, signed by the City Engineer, authorizing an addition, deletion or revision in the work, or an adjustment in the value of one or more of the respective bid items, or the contract time.

Upon the receipt of a change order, the contractor shall immediately proceed with the work described therein. All such work shall be performed in accordance with the applicable requirements of the Contract Documents.

Except as agreed upon by the parties or as provided herein, Section 3-3.2.1 of the Standard Specifications shall govern the payment of costs for work performed pursuant to change orders.

Except as otherwise provided, the contractor shall be entitled to a mark-up (consisting of reasonable profit and overhead costs) of a maximum amount not to exceed ten (10) percent on the first Two Thousand Dollars ($2,000.00) and five (5) percent on any amount in excess of Two Thousand Dollars ($2,000.00) for work performed pursuant to a change order. Such mark-up shall be the sole
monetary compensation to which the contractor shall be entitled above the actual cost for performing such work.

If the contractor and City are unable to agree upon any adjustments in the contract price and/or time pursuant to a change order, the City and the contractor shall try to resolve any difference respecting same. The contractor shall proceed with the work called for by the change order notwithstanding any dispute as to the price and/or time adjustments.

Within fifteen (15) days after the issuance of a change order in which either the price or time or both have not been mutually agreed upon in writing, the contractor shall submit a written proposal to the City Engineer that shall include all reasonable cost data and time extension justification to enable the City Engineer to adequately analyze the proposal. If the contractor cannot reasonably meet this deadline, the City Engineer, in his/her sole discretion, may extend the time to resubmit the proposal. The failure of the contractor to comply in the time constraints imposed herein shall preclude the contractor from recovering any additional changes in price or time unless the City Engineer, within his/her sole discretion, excuses the contractor's delay and permits the proposal to be processed and considered by the City. The City Engineer shall issue its finding on any price or time adjustment request within thirty (30) days from receipt of the written proposal except as provided in this subsection. The contractor waives any claim for damages or addition time arising from changes or revisions to the Contract Documents.

B. Changed Conditions Caused by Acts of God:

The City shall not hold the contractor responsible for the cost of repairing or restoring damage to the work if the damages have been determined to have been proximately caused by an Act of God and are in excess of five (5) percent of the contracted amount provided that the work damaged was accepted by the Engineer and built in accordance with the Contract Documents and applicable building standards. Per Section 7105 of the Public Contract Code, an "Act of God" shall be defined as an earthquake in excess of 3.5 on the Richter Scale or a tidal wave.

C. Disputed Work:

Any and all disputes or claims arising out of changes in work for the project or relating to the Contract Documents that are not disposed of by agreement or are not governed by Section 10 of these Special Provisions, shall be decided by the City Engineer in writing as set forth above. The decision of the City Engineer shall be final and conclusive on the contractor unless, within fifteen (15) days from the receipt of such decision, the contractor submits to the City a written claim for review of the decision made by the City Engineer. The City Council shall review all decisions within a reasonable time. The contractor and City Engineer shall be afforded an opportunity to be heard and to offer evidence with respect to each claim. The City Council shall render its decision promptly and the decision shall be final and conclusive.
Except for the filing of a claim as provided for herein or otherwise governed by Section 10 of these Special Provisions, the contractor understands and agrees that no other procedures for submission of a claim or request for either increasing its contract price or time shall apply. Time is of the essence and failure of the contractor to satisfy any deadline for filing as provided for herein shall preclude the contractor from later recovering on a claim or request from the City in any legal proceeding.

D. Substitution of “An Equal” Items:

After a bidder is notified that it is the apparent low bidder, that bidder shall have up to seven (7) days to submit to the City Engineer any requests for substitution of “or equal” items and any data or materials substantiating that request.

E. Changes Requested By The Contractor:

Changes requested by the contractor shall be governed by the Standard Specifications except that the mark-up of any such work and resolution of disputes concerning the scope and payment of such work shall be governed by Section 3.A. above.

SECTION 4

CONTROL OF MATERIALS

Reference is made to Section 4 of the Standard Specifications.

SECTION 5

UTILITIES

Reference is made to Section 5 of the Standard Specifications, which shall apply except as modified herein.

If utilities become damaged or broken due to the contractor's work, it will be his or her responsibility to repair the utility at no cost to the utility company or to the City of Irwindale.

SECTION 6

PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

Reference is made to Section 6 of the Standard Specifications which shall apply except as modified herein.
A. Completion Time:

Reference is made to Section 6-7 of the Standard Specifications that shall apply except as herein modified. Completion time shall be 120 working days from issuance of the written "Notice to Proceed."

B. Completion Requirements:

The project will not be considered complete and ready for City acceptance until all required work is completed and all of the following items have been furnished to the City:

1) Submission of "as-builts."

C. Completion Date:

For the purposes of the calculation of liquidated damages, the work herein contracted for shall be deemed to be completed within the meaning of this contract when same has been actually completed in accordance with the plans and specifications therefor and to the satisfaction of the City Engineer. The project must be certified by the City Engineer in accordance with Section 6-8 of the Standard Specifications.

D. Liquidated Damages:

Liquidated damages as set forth in Section 6-9 of the Standard Specifications shall be Four Hundred and Fifty Dollars ($450.00) per calendar day. Nothing in this section shall prohibit the City Engineer or City from granting to the contractor an extension of time and the waiving of the liquidated damages.

E. Delays:

The contractor shall be entitled to an extension of the contract time without the assessment of liquidated damages when delays in the completion of work are extended by change order or caused by Acts of God, public enemies, fire, flood, epidemics, quarantine, restrictions, strikes, shortages of materials, trade embargoes and severe weather, delay of subcontractors due to such causes or delays caused solely by the act or omission of the City, as applicable. It shall be the responsibility of the contractor to notify the City Engineer in writing within five (5) days prior to any such delay, if reasonably possible, and submit evidence as required by the City Engineer to substantiate his or her entitlement to additional time.

The term "severe weather" shall be construed to mean only such weather as in the judgment of the City Engineer prevents work or makes performance of the work difficult or hazardous either during the weather's occurrence or its aftermath.
No extension of time will be granted for delay caused by shortage of materials unless the contractor furnishes to the City Engineer documentary proof that he/she has diligently made reasonable and timely efforts to obtain such materials from all known sources. No time extension will be granted for delays which do not affect the critical path of the construction schedule provided at the Pre-Construction Meeting.

Unless otherwise agreed in writing, an adjustment to the contract time by reason of a change order shall be agreed to at the time the change order is issued and accepted by the contractor. Disagreements as to the adjustment of time shall be governed by subsections 3-2.1 and 3-5 of the Standard Specifications. If the change order does not reserve the right of the parties, or either of them, to seek an adjustment to the contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the contract time.

F. Extensions of Time:

In the event it is deemed appropriate by the City to extend the time for completion of the work, any such extension shall not release any guarantee for the work required by the Contract Documents, nor shall any such extension of time relieve or release the sureties on the bonds executed. In executing such bonds, the sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the contract time, the contractor shall promptly proceed with the work.

The contractor agrees that no payment for compensation of any kind shall be made to the contractor for damages for any delay in the progress of the contract, whether such delays are avoidable or unavoidable or caused by an act or omission of the City or any of its representatives. Any such delay claim shall be fully compensated for by an extension of time to complete performance of the work provided herein.

G. Payment for Delays to Contractor:

Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the contract price or extend the time for delays.

Unless compensation and/or mark up is agreed upon by the City, the contractor agrees that no payment of compensation of any kind shall be made to the contractor for damages or increased overhead costs caused by any delays in the progress of the contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the work.
This subsection shall not apply to unreasonable delays caused solely by the City. If an unreasonable delay is caused solely by the City, the contractor shall be entitled to a change order that 1) extends the time for completion of the contract by the amount of delay caused by the City, 2) compensates the contractor for the actual costs caused by the delay and 3) pays the contractor a mark-up for any additional work as set forth in Section 3 of the Special Provisions.

SECTION 7
RESPONSIBILITY OF THE CONTRACTOR
IN THE CONDUCT OF HIS WORK

The provisions of Section 7 of the Standard Specifications shall apply except as modified herein.

A. Cal/OSHA Permit:

Should this project require:

(a) construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, or

(b) construction or demolition of any building, structure, false work, or scaffolding more than three (3) stories high or the equivalent height, the contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before work can commence on this project.

B. Site Cleanliness:

The contractor shall keep the work site clean and free from rubbish and debris. The contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water or other means, as necessary.

Clean up shall be done as work progresses at the end of each day and thoroughly before weekends. If the job site is not cleaned to the satisfaction of the City Engineer, the cleaning will be done or contracted by the City and shall be back charged to the contractor and deducted from the contract amount.

C. Jobsite Run-off Control Measures:

Control of Water. The Contractor shall conduct his operations in such a manner that storm or other waters may proceed uninterrupted along their existing street drainage courses. Diversion of water for short reaches to protect construction in progress will be permitted if public or private properties are not subjected to probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside rights-of-way or normal drainage courses will be permitted by the Engineer.
D. **Inspections:**

City shall arrange and pay for all inspection of the work required by any ordinance or governing authorities. The contractor shall pay for any retests.

E. **Compliance:**

Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities that govern, regulate or control the performance of its work.

In accordance with Section 7028.15 of the Business and Professions Code, all contractors shall be licensed in accordance with the laws of the State of California and any contractor or subcontractor not so licensed is subject to the penalties imposed by such laws.

Contractor shall comply with Federal regulations and shall maintain records for a period of not less than three years.

F. **Construction Schedule:**

A proposed construction schedule shall be submitted to the City Engineer at the Pre-Construction Meeting to be approved by the City Engineer.

G. **Cost Breakdown:**

Within ten (10) days after award of the contract, contractor shall prepare and submit to the City Engineer a complete and correct cost breakdown of the contract sum for the purpose of establishing progress payments to the contractor based on the progress of the work, if any. The contractor agrees to revise its original breakdown, if necessary, to satisfy the City Engineer as to content, distribution of costs and form.

H. **Coordination:**

The contractor shall coordinate the work of the various phases of the project and/or its subcontractors to avoid interference, duplication of work or unfinished gaps between operations.

The contractor shall provide and maintain full employment of personnel at the job site at all times during the performance of the contract and a sufficient crew of mechanics and foreman to prosecute the work with dispatch. A qualified full time superintendent shall represent the contractor on the job at all times.

I. **Antitrust Claims:**
The contractor's attention is directed to the following provisions of California Government Code Sections 4552, 4553, and 4554, which shall be applicable to the contractor and his or her subcontractors:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials by the contractor or subcontractor pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the contractor, without further acknowledgment by the parties.

If the City receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Title 1, Chapter 1.1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the City any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the City as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

SECTION 8

FACILITIES FOR CITY PERSONNEL

Contractor shall provide a chemical toilet facility for his personnel as needed. City personnel shall have the right to enter upon the project at all times and shall be admitted to use the sanitary facilities provided by the contractor for his own personnel.

SECTION 9

MEASUREMENT AND PAYMENT

A. Measurement and Payment:

Method of measurement and payment shall conform to Section 9 of the Standard Specifications and as further described and modified in the detailed specifications herein.
On or before the 10th day of each month, the contractor shall submit an invoice for payment to the City Engineer. Said payment shall be in accordance with the Contract Documents and shall be in the amount accepted by the City Engineer, less five percent (5%) of the amount accepted by the City Engineer and less all previous payments made and sums to be kept or retained under the provisions of the Contract Documents. Payment will be made on or about thirty (30) days following receipt of the invoice unless it is the subject of an audit by the City or is not properly submitted. A payment request is properly submitted if it contains all information necessary to document that the work for which payment is requested has been performed, contains all required backup, including any materials required to be submitted to document compliance with the applicable Labor Code laws. Payments shall be made if the above conditions are satisfied and if funds are available for payment and the payment is not delayed due to an audit inquiry by the City or a dispute exists over the payment request.

No payment will be made for materials prior to the complete installation of the materials.

B. Substitution of Securities for Monies Withheld to Assure Performance and Pay Earned Retentions Directly to an Escrow Agent.

In accordance with California Public Contract Code Section 22300, the contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at contractor's expense.

If the contractor selects either one of the aforementioned alternatives, the following shall control:

(1) Substitution of Securities for Performance Retention. At some reasonable time before any progress payment would otherwise be due and payable to contractor in the performance of work under this Agreement, the contractor may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City ("estimated amount of retention") to be withheld. Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a state or federally chartered bank in California, as the escrow agent, and at the contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Agreement is modified by written modifications or change orders or contractor otherwise becomes entitled to receive an amount more than the estimated contract amount at the time the securities are deposited, the contractor shall, at the request of the City, deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount
of securities on deposit with the City or escrow agent is equivalent or greater in value than the amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the contractor as the work progresses. Upon satisfactory completion of the Agreement, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Agreement or under applicable law, the securities shall be returned to the contractor. The City shall, within its sole discretion and upon advice of its attorney, determine whether or not the amount of the securities on deposit with the City or escrow agent, is equal to or greater than the amount of estimated retention of progress payments which could otherwise be held by the City if the contractor had not elected to substitute same with securities.

(2) Deposit of Retention Proceeds with an Escrow Agent. As an alternative to the substitution of securities, as provided above, or the City otherwise retaining and holding retention proceeds from progress payments, the contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in paragraph (1) above and at the expense of the contractor. At its sole expense, the contractor may direct the investment of such retention payments into only such securities as mentioned in paragraph (3) below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by contractor. Upon satisfactory completion of the Agreement, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the contractor not elected to have such proceeds deposited into escrow, contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this section. The contractor shall pay to each subcontractor, not later than ten (10) days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount withheld to insure performance of the contractor.

(3) Subcontractor Entitlement to Interest. Any contractor who elects to receive interest on moneys withheld in retention by the City shall, at the request of any subcontractor performing more than five percent of the contractor's total bid, make that option available to the subcontractor regarding any moneys withheld in retention by the contractor from the subcontractor. If the contractor elects to receive interest on any moneys withheld in retention by the City, then the subcontractor shall receive the identical rate of interest received by the contractor on any retention moneys withheld from subcontractor by the contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the contractor elects to substitute securities in lieu of retention, then, by mutual consent of the contractor and
subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by the contractor.

The contractor shall pay each subcontractor, not later than 10 days after receipt of escrow moneys, the amount owed to each subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each subcontractor, on the amount of retention withheld to insure performance of the subcontractor.

(4) Securities Eligible for Investment. Securities eligible for investment shall include those listed in California Government Code Section 16430, bank of savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the contractor and the City. The contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

(5) Escrow Agreement for Security Deposits in Lieu of Retention. The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in California Public Contract Code Section 22300(e).

(6) Inconsistencies with Prevailing Statutory Requirements. If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

C. Final Payment

The City Engineer, after the completion of the project, shall make a final determination of the amount of work done thereunder, and the value of such work, and the City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract Documents. The prior partial payments and estimates shall be subject to correction in the final estimate and payment.

In processing the final payment estimate, the City Engineer will invite the contractor to review and discuss said final estimate during the seven (7) calendar day period following acceptance of the work by the City.

It is mutually agreed between the parties to the Contract that no certificate given or payment made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of any defective work or improper materials.
Retention or deposited securities shall be released to the contractor sixty (60) calendar days after the date of completion as the term is defined by Section 7107(c) of the Public Contract Code.

In the event of a dispute between the contractor and the City, the City shall withhold from the final payment to the contractor an amount not to exceed 150 percent of the disputed amount.

SECTION 10

CLAIM DISPUTE RESOLUTION

Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, nonbinding judicially supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less.

"Claim" means a separate demand by the contractor for: (I) a time extension, (ii) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work, the payment of which he is not otherwise entitled to, or (iii) an amount, the payment of which is disputed by the City.

A. Claim Form:

The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

B. Claims Less Than $50,000:

(1) For claims of less than fifty thousand dollars ($50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may, if appropriate, request, in writing within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Agency may have against the contractor.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the contractor.

(3) The City's written response to the claim, as further documented, shall be submitted to the contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the contractor in producing the additional information or requested documentation whichever is greater.

C. Claims More Than $50,000:
(1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or any request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the contractor.

(2) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the contractor.

(3) The City's written response to the claim, as further documented, shall be submitted to the contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the contractor in producing the additional information or requested documentation, whichever is greater.

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

(5) If following the meet and confer conference the claim or any portion remains in dispute, the contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the contractor submits his or her written claim pursuant to subdivision (A) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

D. Procedures for Lawsuits Based Upon Contractor's Claims:

The following procedures are established for all civil actions filed to resolve claims subject to this Section:

(1) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection
within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless the time requirement is extended by mutual agreement or upon a good cause showing to the court. If the parties fail to agree upon a mediation within the 15 day period, any party may petition the court to appoint a mediator.

(2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that Code. The Civil Discovery Act of 1986 shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

(5) If any lawsuit is filed under Public Contract Code Section 20104.4, the losing party shall pay interest at the legal rate of any arbitration award or judgment against it. The interest shall begin accruing on the date the action is filed.

E. Payment of Money:

The City shall pay money as to any portion of a claim which is undisputed except as otherwise provided by the Contract Documents.

SECTION 11

CONTRACT DRAWINGS

All work to be performed as shown on the plans and detailed in these specifications.
SECTION 12

WATER FOR THE JOB

The contractor shall make arrangements and pay costs for all water required during construction and testing.

Full compensation for developing water supply, furnishing water equipment and applying water will be considered as included in the lump sum price bid and no separate payment will be made therefore.

SECTION 13

BARRICADING, PROTECTION AND TRAFFIC CONTROL

A. Barricading:

Due to the project's location, the contractor shall be required to secure and render safe the entire construction area at all times. Work areas must be well barricaded and flagged to allow continued operation of the adjacent residents/businesses.

B. Protection:

Contractor shall be responsible for and shall provide and maintain all required guards, railings, lights and warning signs and shall take all precautions to avoid injury or damage to any person or property and shall protect and indemnify the City against any claim or liability arising from or based on the lack of proper safeguards or negligence whether by himself or his agents, employees or subcontractors.

Contractor shall protect all work, materials and equipment from damage from any cause whatsoever, and provide adequate and proper storage facilities during the progress of the work. He shall provide for the safety and good condition of all work until final acceptance of the work by the City and replace all damaged or defective work, materials and equipment before requesting final acceptance.

C. Traffic Control:

Traffic control shall conform to the State of California "Manual on Uniform Traffic Control Devices," most recent edition, and the Work Area Traffic Control Handbook (WATCH Manual Latest Edition), and must be approved by the City Engineer. At any time when only one lane of traffic is available, the contractor shall provide properly equipped flag persons on both ends of construction. "No
Parking signs, if required, must be installed forty-eight (48) hours in advance indicating time and date that parking will be prohibited.

The Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times. The Contractor shall provide and maintain all necessary flagmen, barricades, delineators, signs, flashers, and any other safety equipment as set forth in the State of California Department of Transportation "Manual of Warning Signs, Lights and Devices for use in Performance of Work Upon Highways", most recent edition, and the Construction Safety Orders of the Division of Industrial Safety, or as required by the Engineer to insure safe passage of traffic.

At least one paved lane (12' width) in each direction shall be maintained for traffic at all times unless a request in writing has been received and approved by the Engineer at least 72 hours in advance of the work.

D. Payment:

No separate payment will be made for barricading, protection, detours and Traffic Control. All costs for furnishing all labor, materials, tools, and incidentals and doing all the work involved, as specified herein and as directed by the Engineer, shall be included in the prices bid for the various contract items of work.

SECTION 14

WORK HOURS

Contractor shall do all construction work, between the hours of 8:00 a.m. to 4:30 p.m., Mondays through Fridays. No work will be allowed on Saturdays, Sundays, City holidays or nights without written approval from the City Engineer. If the Contractor requests to work nights or weekends, and the City approves said request, the Contractor shall pay the amount of $320 per day/night to the City for overtime inspection costs. Whenever the contractor is permitted or directed to perform night work or to vary the period during which work is performed during the day, he shall give twenty-four (24) hours notice to the Inspector so that inspection may be provided.

SECTION 15

RULES AND REGULATIONS

The contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of the City of Irwindale. If contractor observes that any of the Contract Documents are at variance therewith in any respect, he/she shall promptly notify the City Engineer in writing and any necessary changes shall be adjusted by appropriate modifications.
If contractor performs any work knowing it to be contrary to such laws, ordinances, rules and/or regulations, and without such notice to the City Engineer, he/she shall assume full responsibility therefore and he/she shall bear all costs attributable thereto.

SECTION 16

GUARANTEE

Contractor hereby guarantees that the entire work constructed by him/her under this contract will meet fully all requirements thereof as to quality of workmanship and materials furnished by him/her.

Contractor hereby agrees to make, at his own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied by him that become evidence within one (1) year after City acceptance of the work.

Contractor agrees to hold the City harmless from claims of any kind arising from damage due to said defects.

The contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the City Engineer. If the contractor fails to make the repair and replacements promptly, the City may do the work and the contractor and his surety shall be liable to the Agency for the cost thereof.

PROPOSAL REQUIREMENTS AND CONDITIONS

GENERAL

The bidder’s attention is directed to the provisions in “Proposal Requirements and Conditions,” of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-Collision Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the
bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible/responsive bidder whose proposal complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the City of Irwindale so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: 5050 North Irwindale Avenue, Irwindale, CA, 91706.
SECTION 17
SPECIAL PROVISIONS
CONSTRUCTION METHODS

SECTION 1. SITE MAINTENANCE

1.01 General. The Contractor shall at all times maintain the site in a neat and orderly condition, free from trash and waste construction materials, equipment and trash shall be left in manner such that they do not constitute fire hazards or become or cause nuisance or dangers due to forces of nature, such as rain or wind. The contractor shall provide proper barricades and temporary security and safety construction chain link fencing with post in ground and or free standing but secured in ground, a minimum of 6-foot-high with privacy screen in the areas of construction to isolate the residential properties and the Construction site at all times during construction and prevent the public from entering the construction zone. The Contractor shall maintain the site so that there is adequate access for the Contractor's personnel and other authorized personnel to all areas of the site. Excess excavated material shall be removed from the site immediately. Sufficient material may remain for use as the backfill.

1.02 Dust Control. During the entire period of construction, the contractor shall exercise all reasonable and necessary means to abate undue dust. The application of the water for dust control shall be under the control of the Engineer at all times and shall be applied in the amounts and location as designated by the Engineer.

1.03 Control of Water. The Contractor shall conduct his operations in such a manner that storm or other waters may proceed uninterrupted along their existing street drainage courses. Diversion of water for short reaches to protect construction in progress will be permitted if public or private properties are not subjected to probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside rights-of-way or normal drainage courses will be permitted by the Engineer.

1.04 Protection of Existing Improvements. Excavation operations shall be conducted in such a manner that all facilities and improvements which are to remain in place permanently or which are to remain in place temporarily during the life of this contract will not be subject to vertical settlement or horizontal movement. Unless otherwise provided, all costs for protection of adjacent improvements shall be absorbed in the various items of work and no separate payment will be made therefore.

1.05 Restoration of Existing Improvements. Existing improvements removed or damaged shall be reconstructed in accordance with the applicable provisions of the Standard Specifications for Public Works Construction. All improvements which are removed or damaged by action of the Contractor shall be replaced or restored to their original condition to the satisfaction of the Engineer at no extra cost to the Agency.

1.06 Disposal of Cleared and Waste Material. All cleared and waste material shall become the property of the contractor and shall be disposed of by the Contractor outside the limits of work in accordance with the applicable ordinances and regulations of governmental agencies having jurisdiction. Material determined as unsuitable for its
planned use by the City Engineer shall be excavated and shall be legally disposed of outside the site of the work by and at the expense of the contractor. Surplus material shall be disposed of in a legal manner at the expense of the contractor.

1.07 Final Clean-Up. After completion of all other work required under the contract, the contractor shall, at his own expense, clean up the site of the work and any and all property used by him during his operations to the satisfaction of the Engineer. The Contractor shall remove and dispose of all excess materials resulting from his work and shall repair, replace or restore to the satisfaction of the engineer all property of any type or nature which has been moved, damaged or altered in any way by his operations and shall return all roadway and adjoining surfaces to their original condition and appearance.

1.08 Payment. No separate payment will be made for Site Maintenance. All costs for furnishing all labor, materials, tools, dump fees, and incidentals and doing all the work involved, as specified herein and as directed by the Engineer, shall be included in the prices bid for the various contract items of work.

SECTION 2. CLEARING AND GRUBBING

2.01 General. Clearing and Grubbing shall conform to Section 300-1 of the Standard Specifications. In addition, the following items of work are included under Clearing and Grubbing, unless otherwise covered by specific bid items:

(A) In addition to on Section 300-1 of the Standard Specifications: As part of clearing and grubbing the contractor shall remove all thick brush which shall consist of shrubs and bushes of thicknesses of up to 12 inches dbh and as tall as 30 ft. from natural ground (some of these shrubs and bushes have appearance of trees but are not classified as trees, they mostly are distinguished by being of soft wood), the contractor shall also remove all dead fallen trees and log trimmings and dead tree trunk/stumps and top soil through the entire length of the wall construction. Also the natural ground surface shall be cleared from all dumping of debris, trash, garbage, junk, rubbish, house hold waste, construction waste, loose top soil and any objectionable item found within property lines and property fences. Limits for Clearing and Grubbing shall be anything from 6 feet inside each adjacent property and shall extend from property line to approximately 25 feet offset on site. Belongings of value to property owners shall be protected in place.

(B) Removal and disposal of an existing 2" metal pipe and its appurtenances that's laying along the entire length of the wall.

(C) Maintain dust control at all times by watering, including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work.

(D) Protection of utilities, trees, fences, walls, irrigation system and other facilities within the construction zone, except those shown on the plans and those specifically directed by the engineer to be removed or relocated.
2.02 Payment. Payment for Clearing and Grubbing shall be included in the lump sum price under Bid Item No. 2. Payment of the lump sum price bid shall include full compensation for furnishing all labor, materials, tools and equipment, disposal fees, and doing all work involved in Clearing and Grubbing as specified above.

SECTION 3. MASONRY CONSTRUCTION

3.01 Structure Excavation and Backfill. Structure Excavation and Backfill for the construction of the footing for the Concrete Block Wall shall be in accordance with Section 300-3 of the Standard Specifications and contract plans.

3.02 Concrete and Masonry Construction. Concrete work shall be constructed in accordance with Section 201, “Concrete, Mortar and Related Materials” and Section 303, “Concrete and Masonry Construction” of the Standard Specifications and contract plans. All steel reinforcement embedded in the concrete foundation shall part of item No. 8.

3.03 Concrete Block Wall. Concrete Block Wall shall be constructed in conformance with Section 303-4 and all materials for concrete block masonry shall conform to the requirements of 202-2 of the Standard Specifications, and as shown on the Plans. Concrete block masonry unit shall be 8” regular medium weight (Nominal size 8"X8"X16") and shall be per ASTM C90. All steel reinforcement embedded in the concrete block wall shall be part of item No. 7.

3.05 Barbed Wire and 45° Arm. The Barbed Wire and 45° Arm attached to the Concrete block wall shall be constructed in conformance with Section 304-3 and 206-6 of the Standard Specifications, and as shown on the Plans.

3.06 Payment. Payment for masonry construction will be made at the unit prices bid under Bid Items 7 and 8. The unit prices paid shall include full compensation for furnishing all labor, materials, tools and equipment to complete the work specified. Payment will be based on the actual units or square or lineal footage constructed.

SECTION 4. REMOVAL AND DISPOSAL OF FENCES, WALLS AND TREES.

5.01 Removal of Fences and walls. Removal and Disposal of Chain Link Fence shall consist of removing the chain link fences, its posts, footings, barbed wire and its appurtenances and shall be in accordance with contract plans for the entire westerly border of the Site (The Olive Pit). In addition, the removals shall include the chain link fence, picket fences, metallic fences, concrete walls and or block wall as shown on the plans from the adjacent properties (meaning double or triple fences). Furthermore, the lateral fences in their variety of materials from the lateral sides of the properties shall be removed up to 6 feet in length. Belongings of value to the property owners shall be protected in place.
5.02 Removal and Disposal of Trees. Removal and Disposal of Trees as indicated on the contract plans shall be as follows: Crew removes tree and hauls away all debris. Crew grinds stumps to a depth of eighteen (18") inches or as deemed necessary to accommodate the footing of the concrete block wall. All holes will be backfilled; as well as all debris cleaned up and hauled away. Removals shall be conducted in accordance with the standards of the arboricultural profession.

The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1 1/2') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

5.03 Oak Tree Removal. In addition to section 5.02 mentioned above, the contractor shall at its sole cost acquire a permit from the County of Los Angeles for removal and disposal of Oak trees in accordance with the County of Los Angeles Oak Tree Ordinance.

5.04 Payment. Payment for removal and disposal for chain link fence and trees will be made at the unit prices bid under Bid Items 3, 4 and 5. The unit prices paid shall include full compensation for furnishing all labor, materials, tools, equipment and disposal fees to complete the work specified.

SECTION 5. TREE TRIMMING/PRUNING

6.01 Tree Trimming/Pruning. The Contractor will perform the work with due care taking precautions against injury to persons, damage to public/private property in accordance with ANSI A300. The Contractor(s) shall take necessary precautions to ensure the safety of all persons engaged in the work of this Contract. All equipment to be used and all work to be performed must be in full compliance with provisions outlined in ANSI Z-133.

Tree pruning/trimming operations shall be to accomplish an aesthetic appearance of the tree, to reduce its canopy and avoid tree branches from hanging on to adjacent property roofs. Limbs one inch (1") in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch one foot (1') to two feet (2') from the crotch. The undercut should be at least one-third (1/3) of the diameter. Make the second cut one-inch (1") to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one-half inches (3 1/2") or larger in diameter shall be lowered by
proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor’s expense and to the satisfaction of the City’s engineer. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis or as deemed necessary.

6.02 Payment. Payment for Tree trimming/Pruning will be made at the unit prices bid under Bid Items 6. The unit prices paid shall include full compensation for furnishing all labor, materials, tools, equipment and disposal fees to complete the work specified.

SECTION 6. CHAIN LINK FENCE

6.01 Chain link Fence. Chain link fence with barbed wire shall be installed in conformance with Section 304-3 and 206-6 of the Standard Specifications, and as shown on the Plans.

3.05 Barbed Wire and 45° Arm. The Barbed Wire and 45° Arm attached to the Concrete block wall shall be constructed in conformance with Section 304-3 and 206-6 of the Standard Specifications, and as shown on the Plans.

3.06 Payment. Payment for Chain link fence with barbed wire installation will be made at the unit prices bid under Bid Items 9. The unit prices paid shall include full compensation for furnishing all labor, materials, tools and equipment to complete the work specified. Payment will be based on the actual units or lineal footage constructed.

PERMITS:
The Contractor shall comply with all permit requirements including but not limited to, AQMD, Cal OSHA, City of Baldwin Park, and County of Los Angeles per these special provisions.

MOBILIZATION AND FIELD OFFICE:
Mobilization shall include all work in advance of construction operations and not directly attributable to any specific bid item. A field office is not required for this project.

ARCHAEOLOGICAL AND PALEONTOLOGICAL:
Whenever excavations are taking place, the Contractor shall observe the excavated material for possible artifacts from the past Native American tribes who inhabited the area, per Section 6-3.2 of the Standard Specifications.
CONSTRUCTION NOTES:

1. CONSTRUCT 6'-0" x 6'-0" - 5' FOOT HIGH CONCRETE BLOCK WALL

2. CONSTRUCT CONCRETE FOUNDATION

3. INSTALL CHAIN LINK FENCE 6'-0" HIGH WITH BARBED WIRE PER APWA SITE DRAWINGS

REVISED UNDER THE AUTHORITY OF:

[Signature]

DATE: 1/1/2023

WALL CONSTRUCTION PLANS

OLIVE PIT - WEST BOUNDARY CONCRETE BLOCK WALL

CITY OF IRWINDALE

Sheet 11 of 13
CURRENT ONE LANE TO BE PART OF THE CLEARING AND GRUBBING
EXISTING THICK BRUSH TO BE PART OF THE CLEARING AND GRUBBING
EXISTING TREES TO BE REMOVED TO BE Included (VARIOUS SIZES)
EXISTING TREES TO BE REMOVED TO BE Included (VARIOUS SIZES)
EXISTING FARM TREE
EXISTING DEAD TREE TO BE Part of the CLEARING and GRUBBING
EXISTING TREE TO BE Part of the CLEARING and GRUBBING
EXISTING 2" METAL PIPE TO BE Part of the CLEARING and GRUBBING
EXISTING POLE & OVERHEAD UTILITIES

CONSTRUCTION NOTES:
1. REMOVE AND DISPOSE OF EXISTING FENCING AND WALLS
2. REMOVE AND DISPOSE OF TREE
3. REMOVE AND DISPOSE OF TREE
4. TREE TRIMMING/PRUNING

DEMOLITION PLAN
OLIVE PIT - WEST BOUNDARY CONCRETE BLOCK WALL
CITY OF IRWINDALE

LEGEND
- EXISTING LIGHT SHEDS TO BE Part OF THE CLEARING AND GRUBBING
- EXISTING THICK BRUSH TO BE Part OF THE CLEARING AND GRUBBING
- EXISTING TREES TO BE INCLUDED (VARIOUS SIZES)
- EXISTING TREES TO BE INCLUDED (VARIOUS SIZES)
- EXISTING FARM TREE
- EXISTING DEAD TREE TO BE Part of the CLEARING and GRUBBING
- EXISTING TREE TO BE Part of the CLEARING and GRUBBING
- EXISTING 2" METAL PIPE TO BE Part of the CLEARING and GRUBBING
- EXISTING POLE & OVERHEAD UTILITIES

CONSTRUCTION NOTES:
1. REMOVE AND DISPOSE OF EXISTING FENCING AND WALLS
2. REMOVE AND DISPOSE OF TREE
3. REMOVE AND DISPOSE OF TREE
4. TREE TRIMMING/PRUNING
LEGEND

Existing Light Brush to be part of the Clearing and Grubbing

Existing Thick Brush to be part of the Clearing and Grubbing

Existing Trees placed in place

Existing Dead fallen Tree (Various sizes) to be part of the Clearing and Grubbing

Existing Dead Twin Clipping (Various sizes) to be part of the Clearing and Grubbing

Existing Dead Tree Trunk/Trunk (Various sizes) to be part of the Clearing and Grubbing

Existing 2" metal pipe to be part of the Clearing and Grubbing

CONSTRUCTION NOTES:

1. REMOVE AND DISPOSE OF EXISTING FENCING AND WALLS
2. REMOVE AND DISPOSE OAK TREE
3. REMOVE AND DISPOSE TREE
4. TREE TRIMMING/PRUNING

DEMOELITION PLAN
OLIVE PIT - WEST BOUNDARY CONCRETE BLOCK WALL

CITY OF IRWINDALE

REVISIONS

BENCHMARK
CONSTRUCTION NOTES:
1. REMOVE AND DISPOSE OF EXISTING FENCING AND WALLS
2. REMOVE AND DISPOSE OF TREE
3. TREE TRIMMING/PRUNING
4. CONSTRUCT 6'6" - 3' HIGH CONCRETE BLOCK WALL
5. CONSTRUCT CONCRETE FOUNDATION
6. INSTALL CHAIN LINK FENCE 6' HIGH WITH BARRIED WIRE PER APPM STDキャンペーン 826-22
Date: February 22, 2017
To: Honorable Mayor and City Council Members
From: John Davidson, City Manager

Issue: Request to Approve a Memorandum Of Understanding (MOU) Between the City of Irwindale and the City of Azusa for the Development of the City of Irwindale-owned North Kincaid Pit Site ("Site"), Which is Located Within the Boundaries of Both Jurisdictions

City Manager's Recommendation:

That the City Council approve the attached MOU between the City of Irwindale and the City of Azusa for the development of the City of Irwindale-owned North Kincaid Pit, which is located within the boundaries of both jurisdictions, and authorize staff to complete the Schedule of Performance.

Background:

The Cities of Irwindale and Azusa previously entered into an MOU on July 23, 2003 for the purposes of developing the Site. However, land use entitlements were not obtained, and the development proposal never materialized due to the property's local water retention significance. In 2005, the Site was purchased by the former Irwindale Community Redevelopment Agency. Following approval of the Long-Range Property Management Plan in December of 2014, the City purchased the Site for government purposes to secure access for water basin maintenance. In 2015, staff identified potential solutions to move water through the Site and, thus, potentially re-designate it for commercial development purposes. Since then, a Notice of Exemption for the grading operation was prepared and filed in compliance with the California Environmental Quality Act and the City’s Environmental Guidelines in order to fill the pit and prepare it for future development. The fill operation is anticipated to take approximately eighteen (18) months to complete following full execution of the MOU.

In January 2015, as part of Round 4 of Metro's Transit Oriented Development (TOD) Planning Grant Program, the Metro Board of Directors awarded Irwindale a grant in the amount of $460,000 to develop and adopt the Irwindale Gold Line Station TOD Specific Plan. The performance period for this grant is 36 months from the date of agreement execution with Metro. Metro executed its agreement with the City of Irwindale on June 9, 2016. As part of this endeavor, the parties intend to create a separate planning area within the TOD Specific Plan that will govern the future development of the North Kincaid Pit Site as a major regional retail center.
Analysis:

The Site is located adjacent and north of the 210 Freeway just east of Irwindale Avenue. It consists of three contiguous parcels totaling 16.6 acres (i.e., 1.72, 6.21, and 8.67 acres, respectively). A bonafide sit-down restaurant previously occupied the 1.72-acre parcel and was demolished in 2015 due to its vacant and blighted state. The 6.21-acre site (located in Irwindale) and the 8.67-acre site (located in Azusa) collectively make up the current pit and are only occupied by two freeway-oriented digital billboards.

In an effort to improve the condition of the Site and positively impact the local economy, staff within the Cities of Irwindale and Azusa believe the development of the Site is best accomplished through a cooperative agreement among the Cities and the Developer. Such an agreement will assure a consistent project design and efficient approval and development process.

Presently, the Schedule of Performance within the MOU is incomplete. Staff is requesting that the City Council authorize staff to complete the Schedule of Performance separately following action on this MOU.

Fiscal Impact:

Both Cities have incurred legal costs to prepare and negotiate the subject MOU as part of their due process. However, the costs associated with the execution of the MOU will be fully borne by the Developer selected to develop the site, including the fill operation that must be completed before any development can take place.

Fiscal Impact [Initial of CFO]

Legal Impact: Electronically approved by City Attorney 2/16/17 (Initial of Legal Counsel)

Contact Person: Gustavo J. Romo, Community Development Director
626.430.2206
gromo@irwindaleca.gov

Attachments:

A. Proposed Memorandum Of Understanding
MEMORANDUM OF UNDERSTANDING
FOR DEVELOPMENT OF KINCAID PIT

This MEMORANDUM OF UNDERSTANDING ("Agreement") is made this _ day of 2017, by and among the CITY OF IRWINDALE ("Irwindale"), and the CITY OF AZUSA ("Azusa") Irwindale and Azusa are sometimes hereinafter referred to individually as "party" or collectively as "parties."

RECITALS

The parties enter into this Agreement on the basis of the following facts, understandings, and intentions.

A. The Kincaid Pit (i) is unimproved real property located within the boundaries of both Irwindale and Azusa, (ii) is bisected by the 210 Freeway and divided into the North Pit and the South Pit, and (iii) is depicted on Exhibit "A" attached hereto and incorporated herein ("Site").

B. Irwindale and Azusa each have jurisdiction over permitting of any development over that portion of the Site within their respective boundaries, and believe that the development of the Site is best accomplished through a cooperative agreement among Irwindale, Azusa, and Developer to assure a consistent and efficient approval and development process.

C. The parties anticipate that the filling operation required to rehabilitate the Site from the condition left by the effects of mining require significant investment. The fill operation is scheduled to take approximately [eighteen (18) months] after the full execution of this Agreement to complete and significant funds will be required to place engineered fill at the Site.


E. In January 2015, as part of Round 4 of Metro’s Transit Oriented Development Planning Grant Program, the Metro Board of Directors awarded Irwindale a grant in the amount of $460,000 to develop and adopt the Irwindale Gold Line Station TOD Specific Plan. The performance period for this grant is 36 months from the date of agreement execution with Metro. Metro executed its agreement with the City of Irwindale on June 9, 2016. As part of this endeavor the parties intend to create a separate planning area within the TOD Specific Plan that will govern the future development of Kincaid Pit Site.

F. The purpose of this MOU is to reaffirm the parties’ commitment to the development of Kincaid Pit through continuous cooperation to accomplish development of the Site as a major regional retail center.

AGREEMENT

NOW, THEREFORE, incorporating and in consideration of the mutual covenants contained herein, parties mutually agree to the following:
SECTION 1. NATURE OF NEGOTIATIONS.

1.01 Good Faith. Irwindale and Azusa agree that, for the period set forth in Section 3.01 herein ("Negotiation Period"), they will negotiate diligently and in good faith to (1) cooperate in the preparation of development of a separate planning area within the TOD Specific Plan that will govern the development and future uses on the Site; (2) cooperate in having the Planning Commission and City Council of each City consider approval of the planning area within the TOD Specific Plan that will govern the Site; (3) prepare and enter into any agreement necessary or desirable ("Development Instruments") to allow for the development of the Site ("Project") consistent with the provisions of this Agreement, the TOD Specific Plan and the developer selection process initiated by Irwindale. The development will be subject to this Agreement, all rules, regulations, standards, and criteria set forth in the respective Cities’ General Plans, the proposed TOD Specific Plans and any applicable zoning regulations. The Development Instruments will generally be in the form negotiated by Irwindale and Azusa with other development entities, including the developer selected by Irwindale (Developer), and subject to the terms Irwindale, Azusa, and a selected Developer agree upon.

1.02 Purpose of Agreement. It is expressly understood and agreed by the parties that this is an Agreement to conduct contract negotiations only and does not convey any interest in the Site whatsoever. It is further agreed and understood that this Project must go through a land use entitlement process to be determined by each City for those portions of the TOD Specific Plan that are applicable to the Site and will be subject to noticed public hearings. Nothing herein shall imply any prejudgment concerning this Project nor does this Agreement imply any obligation on the part of any party to enter into any agreement that may result from the negotiations contemplated herein.

SECTION 2. DEVELOPMENT OF PROJECT.

2.01 Permitting Process. Irwindale and Azusa will process those Project entitlements required for the portions of the Site located within their boundaries, respectively. To the extent permitted by law, the parties will cooperate to process the separate land use entitlement applications for the Project simultaneously pursuant to each jurisdiction's Development Code and any applicable state planning and zoning law requirements. Such cooperation may include, but is not limited to, holding joint public hearings by Irwindale and Azusa to consider Project entitlements. Irwindale will be principally responsible for processing the environmental reviews necessary for the Project. As permitted under CEQA, Azusa will cooperate Irwindale in the preparation of any environmental document required for the Project and utilize such documents for its consideration in adopting mitigation measures and issuing necessary entitlements for the Project.

2.02 Schedule of Performance. The goal will be to (a) commence filling the North Pit by __ __, ___, 20___, (b) commence construction of the above-grade improvements (e.g., buildings) by __ __, __, 20___, and (c) open the Project by __ __, __, 20___, with an understanding that the opening of the Project may be phased. The Development Instruments shall contain a more detailed Schedule of Performance.

2.03 Sales Tax Sharing Agreement. Irwindale and Azusa intend to share sales tax revenues evenly, if any, produced from the Project, regardless of where the sales tax generating...
sources are located on the Site. Such sales tax sales agreement shall be negotiated in good faith by the parties.

SECTION 3. DURATION OF NEGOTIATIONS.

3.01 **Period of Exclusive Negotiation.** The period of negotiation shall be one (1) year from the date this Agreement is signed by the parties (the “Term”).

3.02 **Early Termination.** If any of the parties determine that the Project is not economically feasible, or if Irwindale or Azusa find progress with respect to the Schedule of Performance set forth in Section 2.02 is unsatisfactory in its reasonable discretion, then such party may terminate this Agreement by delivering written notice thereof to the other parties.

SECTION 4. SELECTED DEVELOPER’S RESPONSIBILITIES.

4.01 The Developer selected will prepare such studies, reports, and analysis, as shall be necessary to permit Developer to determine the feasibility of the Project. Developer shall obtain any additional permits from other agencies as necessary.

4.02 The design of the Project shall be “Spanish Mission” architecture consistent with the design guidelines of both Irwindale and Azusa, as may be agreed by the parties in the Development Instruments. It is agreed that Developer shall also obtain architectural review and other approvals for the Project from both Irwindale and Azusa for the portions of the Project that fall within the boundaries of the respective Cities. The Developer will be solely responsible for obtaining all approvals and entitlements for the Project, arranging the financing for the Project, and constructing all improvements upon the Site.

4.03 It is also agreed that development of the Site by Developer may necessitate changes to existing circulation and access patterns that lead to the Site, including access from surrounding properties and streets. The parties agree to cooperate in the redesign of such access and circulation patterns to accommodate improved access to the Site and Project.

SECTION 5. MISCELLANEOUS.

5.01 **Indemnification.** Each party shall defend and indemnify the other party against, any and all claims, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, attorneys’ fees, and court costs related to this Agreement and arising either directly or indirectly from any act, error, omission, or negligence of Irwindale or Azusa or its respective agents, officers, or employees.

5.02 **Governing Laws and Venue.** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.
5.03 **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

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

[SIGNATURES ON NEXT PAGE.]
CITY OF IRWINDALE

By: ________________________________
          City Manager

ATTEST:

_________________________________
          City Clerk

APPROVED AS TO FORM:

_________________________________
          City Attorney

CITY OF AZUSA

By: ________________________________
          City Manager

ATTEST:

_________________________________
          City Clerk

APPROVED AS TO FORM:

_________________________________
          City Attorney
Date: February 22, 2017
To: Mayor and Council Members
From: John Davidson, City Manager

Issue: 1st Reading of Ordinance No. 711 – General Municipal Elections

City Manager's Recommendation:

Based on Council direction at its meeting of February 8, 2017, introduce for first reading Ordinance No. 711, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DIRECTING THAT GENERAL MUNICIPAL ELECTIONS OF THE CITY OF IRWINDALE BE HELD ON THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER OF EVEN-NUMBERED YEARS BEGINNING IN NOVEMBER 2018," reading by title only and waiving further reading thereof, thereby moving the City Council election from the first Tuesday in November of odd-numbered years to the first Tuesday in November of even-numbered years and consolidate with Los Angeles County.

Analysis:

After discussion held at its meeting of February 8, 2017, the City Council directed staff to proceed with the preparation of an ordinance to change the Irwindale City Council election date from the first Tuesday in November of odd-numbered years to the first Tuesday of November of even-numbered years beginning in November 2018 and consolidating with Los Angeles County.

Fiscal Impact:  (Initial of CFO)

All election costs are charged to the General Fund Budget. An appropriation of $2,800 will be requested in FY 16/17 to mail notices to every registered voter within 30 days of this ordinance becoming operative (approved by the County Board of Supervisors) and a budget of $6,400 will be requested in FY 18/19 to conduct a November-even year election.

Legal Impact: Approved electronically on 2/16/17 (Initial of Legal Counsel)

John Davidson, City Manager

Attachment – Ordinance No. 711
ORDINANCE NO. 711

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
REPEALING ORDINANCE NO. 617 AND DIRECTING THAT GENERAL MUNICIPAL
ELECTIONS OF THE CITY OF IRWINDALE BE HELD ON THE FIRST TUESDAY
AFTER THE FIRST MONDAY IN NOVEMBER OF EVEN-NUMBERED YEARS
BEGINNING IN NOVEMBER 2018

A. RECITALS

(i) Pursuant to the provisions of the California Government Code and City
Council Ordinance No. 617 adopted on July 11, 2007, the general
municipal elections for the City of Irwindale presently are held on the first
Tuesday after the first Monday in November in each odd-numbered year.

(ii) California Elections Code §1301(b) provides that a city council may enact
an ordinance requiring its general municipal election to be held on
alternate election dates, as specified in said ordinance.

(iii) Pursuant to Elections Code § 1301(b), the City Council desires to cause
the municipal elections for the City of Irwindale to be held on the first
Tuesday after the first Monday in November of even-numbered years
beginning in November 2018, to coincide with the statewide general
election and to realize a savings of city resources, both monetary and staff
time, through consolidating its general municipal election with the County
of Los Angeles.

(iv) All legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE

NOW, THEREFORE, the City Council of the City of Irwindale hereby does ordain
as follows:

(i) The City Council hereby finds that the Recitals, at Part A of this Ordinance
are true and correct.

(ii) The City Council hereby repeals in its entirety Ordinance No. 617 adopted

(iii) The City Council hereby directs that general municipal elections of the City
of Irwindale shall be held on the first Tuesday after the first Monday of November in
each even-numbered year beginning in November 2018.
(iv) The City Council hereby directs that pursuant to Elections Code § 10403.5, the general municipal elections of the City of Irwindale be consolidated with the Los Angeles County-conducted elections to coincide with the statewide general election date, and that pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a general municipal election of the City of Irwindale with the statewide general election.

(v) The City Council further directs that the County Election Department is authorized to canvass the returns of the general municipal election of the City of Irwindale. The elections shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The Board of Supervisors is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election. The City will reimburse the County pursuant to Elections Code § 10002.

(vi) In accordance with §1301 and 10403.5 of the California Elections Code, the term of any elected official that would have expired upon certification of the election results from a November 2017 election shall be extended for an additional year and instead shall expire upon certification of election results from the November 2018 general municipal election, as established by this ordinance.

(vii) In accordance with §1301 and 10403.5 of the California Elections Code, the term of any elected official that would have expired upon certification of the election results from a November 2019 election shall be extended for an additional year and instead shall expire upon certification of election results from the November 2020 general municipal election, as established by this ordinance.

(viii) Pursuant to the Charter of the City of Irwindale, at section 601, the City Council shall choose one of its members a Mayor and one of its members as Mayor Pro Tempore in even-numbered years, at the regular Council meetings held for the purpose of canvassing the General Municipal Election and in odd-numbered years, at the first regular Council meeting held during the month of November.

(ix) The Deputy City Clerk is hereby directed to:

(a) Cause this Ordinance to be posted in the manner required by law; and

(b) Notify the County Board of Supervisors of this Ordinance for approval of consolidation forthwith. Thirty days after approval by the County Board of Supervisors this Ordinance shall become operative.
(c) Pursuant to Section 10403.5(e) of the California Elections Code, within thirty (30) days after this Ordinance becomes operative, the Deputy City Clerk shall cause a notice to be mailed to all registered voters in the City of Irwindale informing them of the change in the general municipal election date effected by this Ordinance, and that, as a result of the change in election date, the terms of office of currently-elected City Councilmembers will be extended by not more than twelve months.

PASSED, APPROVED, and ADOPTED this _____ day of ______ 2017.

________________________________________
Mark A. Breceda, Mayor

ATTEST:

______________________________
Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 711 was duly introduced at a regular meeting of the Irwindale City Council held on the 22nd day of February 2017, and was duly approved and adopted on second reading at its regular meeting held on the ___ day of _____2017, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

______________________________
Laura M. Nieto, CMC
Deputy City Clerk

Ordinance No. 711
AFFIDAVIT OF POSTING

I, Laura M. Nieto, Deputy City Clerk, certify that I caused a copy of Ordinance No. 711 adopted by the City Council of the City of Irwindale at its regular meeting held ______, 2017, to be posted at the City Hall, Library, and Post Office on ______, 2017.

Laura M. Nieto, CMC
Deputy City Clerk

Dated: ____________
Date: February 22, 2017

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: ORDINANCE NO. 710: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING TITLE 15.12 OF THE IRWINDALE MUNICIPAL CODE AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY FIRE CODE (2017 EDITION), AND COUNTY AMENDMENTS AND REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THERewith, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.”

City Manager's Recommendation:

That the City Council (1) Conduct a public hearing for public comments; (2) Adopt Ordinance No. 710 “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING TITLE 15.12 OF IRWINDALE MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2017 LOS ANGELES COUNTY FIRE CODE, AND COUNTY AMENDMENTS AND REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.”; and (3) Direct the Department of Public Works to file the adopted ordinance to the Department of Housing and Community Development, Division of Codes and Standards, State Housing Law Program.

Analysis:

1. The State's Health and Safety Code requires Cities and Counties to update their codes to conform to the new State Fire Code. Irwindale has been using the Los Angeles County Fire Code as its local code since the City incorporated in 1957.

2. Title 15.12 of the Irwindale Municipal Code (IMC) contains administrative and technical requirements for fire protection for all types of construction. The City's current fire code was last adopted in March 26, 2014 by Ordinance 675.

3. On January 24, 2017, the Los Angeles County Board of Supervisors adopted by reference, the 2016 California Fire Code with County amendments.
4. Similar to past practice, the City will adopt the County Fire Code, by reference, to bring the City into compliance with the California Fire and Safety Code.

5. Based on the transmittal letter from the LA County Fire Department dated December 8, 2016, the new 2017 Los Angeles County Fire Code is based on the 2016 California Fire Code, various sections of the 2015 International Fire Code that are not part of the California Fire Code, LA County's amendments and adds several Fire Department authored amendments.

6. The proposed adoption of this ordinance is exempt under the provision of the California Environmental Quality Act, pursuant to State Guidelines 15061(B)(3) and 15378 (b)(c).

7. Upon adoption of the 2017 Los Angeles County Fire Code, staff will send a letter to the Department of Housing and Community Development, Division of Codes and Standards, State Housing Law Program advising them of the City's newly adopted 2017 Los Angeles County Fire Code with county amendments.

8. A copy of the above referenced 2017 Los Angeles County Fire Code, with County amendments and the Findings of Fact are available for review at the Building and Safety Division for inspection by the public.

9. Legal notice was published in the San Gabriel Tribune on February 10 and 17, 2017 advertising the February 22, 2017 Public Hearing.

Fiscal Impact: (Initial of CFO) None.

Legal Impact: Electronically Approved by Fred Galante (Initial of Legal Counsel) None.

Report Prepared by: Elizabeth Rodriguez, Interim Management Analyst Phone: (626) 430-2211
Reviewed by: William K. Tam, Public Works Director/City Engineer Phone:(626)430-2212

John Davidson, City Manager
ORDINANCE NO. 710

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING TITLE 15.12 OF THE IRWINDALE MUNICIPAL CODE AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY FIRE CODE (2017 EDITION), AND COUNTY AMENDMENTS AND REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH

RECITALS

A. Government Code section 50022.2 et seq. authorizes the adoption by reference of California codes and codes that adopt the California codes, including the codes of the County of Los Angeles, which adopts the California Fire Code, as amended.

B. Section 17958.5 of the Health and Safety Code expressly authorizes cities to make changes in the California Fire Code, as reasonably necessary due to local conditions.

C. The Los Angeles County Fire Code incorporates appropriate findings related to local climatic, geological or topographical conditions of Los Angeles County, as specified under the provisions of the California Health & Safety Code.

D. On February 8, 2017, the City Council considered Ordinance 675 and accepted staff’s recommendation to adopt by reference of the County of Los Angeles Fire Code with County’s amendments, which adopts the California Fire Code, as amended.

E. On February 22, 2017, the City Council of the City of Irwindale, pursuant to a notice duly issued under Government Code section 50022.3, conducted a public hearing to consider this ordinance adopting the Los Angeles Fire Code with County amendments.

THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES ORDAIN AS FOLLOWS:

FIRE CODE

SECTION 1: Chapter 15.12 of the Irwindale Municipal Code is hereby deleted in its entirety and replaced as provided below.

SECTION 2: Chapter 15.12 of the Irwindale Municipal Code is hereby amended to read as follows:
“Section 15.12.10. Adoption of code. There is hereby adopted, as the city fire code, except as provided in this chapter, that certain fire code known and designated as the Los Angeles County Fire Code, 2017 Edition (Title 32 of the Los Angeles County Code), Los Angeles County Ordinance No. 17-XXXX, as adopted by County of Los Angeles, which incorporates and amends the 2016 California Fire Code, including all appendixes thereto and changes made by the County of Los Angeles, and such code shall be and become the fire code of the city which prescribes the minimum Fire Code requirements for fire and life-safety issues.”

SECTION 3: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 17-XXXX, has made all appropriate findings related to local climatic, geological or topographical conditions, as specified under the provisions of the California Health & Safety Code. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 17-XXXX.

SECTION 4: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 17-XXXX has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 17-XXXX.

SECTION 5: All violations of the provisions of the Los Angeles County Fire Code, (2017 Edition), adopted by the City shall be a misdemeanor and subject to the penalty provisions contained in Chapter 1.12 of the Irwindale Municipal Code.

SECTION 6: Full Force and Effect. Except as expressly amended herein, all other subsections of Chapter 15 of the Irwindale Municipal Code shall be unchanged and in full force and effect.

SECTION 7: Effective Date. The City Clerk shall certify to the passage and adoption of this ordinance by the City Council of the City of Irwindale and shall, within 15 days after its final passage, cause the same to be published once in a newspaper of general circulation in the City of Irwindale, and this Ordinance shall take effect 30 days after its passage.

SECTION 8: Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Irwindale hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.
PASSED, APPROVED AND ADOPTED on the 22nd day of February, 2017.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC, Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, California, do hereby certify that the foregoing Ordinance No. 710 was introduced at a regular meeting of the City Council of the City of Irwindale held on February 8, 2017, and adopted at a regular meeting of the City Council of the City of Irwindale held on February 22, 2017, and was carried by the following-roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC, Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, CMC, Deputy City Clerk, certify that I caused a copy of Ordinance No. 710, adopted by the City Council of the City of Irwindale at its regular meeting held February 22, 2017, to be posted at the City Hall, Library, and Post Office on February 23, 2017.

Dated: __________________________

Laura M. Nieto, CMC, Deputy City Clerk

Ordinance No. 710
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SUCCESSOR AGENCY AGENDA

ITEM 1A

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

FEBRUARY 8, 2017
FEB 22 2017 WEDNESDAY 6:00 P.M.

The Irwindale SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY met in regular session at the above time and place.

ROLL CALL:

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

Also present: John Davidson, City Manager; Fred Galante, City Attorney; William Tam, Director of Public Works / City Engineer; Anthony Miranda, Police Chief; Eva Carreon, Director of Finance; Gus Romo, Director of Community Development; Mary Hull, Human Resources Manager, and Laura Nieto, Deputy City Clerk

RECESS TO CLOSED SESSION

At 6:00 p.m., the Successor Agency recessed to Closed Session to discuss the following:

Conference with Real Property Negotiators
Pursuant to California Government Code Section 54956.8

Property: 2511 Buena Vista Avenue Vacant Lot APN 8533-001-916
Negotiating Parties: Successor Agency and multiple prospective buyers
Under Negotiation: Price and terms of sale

ACTION: Discussed; direction provided; no further reportable action taken

Property: Los Angeles / Azusa Canyon (Powers Lumber Property) APN 8415-001-907 (Vacant Lot)
Negotiating Parties: Successor Agency and multiple prospective buyers
Under Negotiation: Price and terms of sale

ACTION: Discussed; direction provided; no further reportable action taken

RECONVENE IN OPEN SESSION

At 7:17 p.m., the Successor Agency convened in Open Session.

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Burrola, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading
ITEM NO. 1A1 MINUTES

The following minutes were approved; Councilmember Garcia abstaining on Item No. 1A2:

1) Regular meeting held January 11, 2017
2) Regular meeting held January 25, 2017

ITEM NO. 1B WARRANTS

The warrants were approved; Councilmember Garcia abstaining.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:19 p.m.

Laura M. Nieto, CMC
Deputy City Clerk
The Irwindale HOUSING AUTHORITY met in regular session at the above time and place.

**ROLL CALL:**
Present: Authority Members Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz; Vice Chair Albert F. Ambriz; Chair Mark A. Breceda

Also present: John Davidson, Executive Director; Fred Galante, Authority Attorney; William Tam, Director of Public Works / City Engineer; Eva Carreon, Finance Director; Anthony Miranda, Chief of Police; Gus Romo, Director of Community Development; Mary Hull, Human Resources Manager; and Laura Nieto, Assistant Authority Secretary

**RECESS TO CLOSED SESSION**
At 6:00 p.m., the Housing Authority recessed to Closed Session to discuss the following:

**Conference with Real Property Negotiators**
Pursuant to California Government Code Section 54956.8

Property: 15830 Hidalgo Street
Negotiating Parties: Housing Authority and Nellie D. Tapia
Under Negotiation: Terms Regarding Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land

**ACTION:** Discussed; direction provided; no further reportable action taken (Chair Breceda declaring a potential conflict of interest, leaving the closed session room, and not participating in the discussions)

**RECONVENE IN OPEN SESSION**
At 7:19 p.m., the Housing Authority convened in Open Session.

**SPONTANEOUS COMMUNICATIONS**
None.

**CONSENT CALENDAR**

**MOTION**
A motion was made by Authority Member Ortiz, seconded by Authority Member Burrola, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Authority Member Garcia abstaining on Item No. 1A2.
ITEM NO. 1A1 MINUTES

The following minutes were approved; Councilmember Garcia abstaining on Item No. 1A2:

1) Regular meeting held January 11, 2017
2) Regular meeting held January 25, 2017

END OF CONSENT CALENDAR

NEW BUSINESS None.

PUBLIC HEARINGS None.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 7:20 p.m.

Laura M. Nieto, CMC
Assistant Authority Secretary