



City of Industry Property and Housing Management Authority

Regular Meeting Agenda
APRIL 12, 2017
2:00 p.m.

Chairman Joseph Emmons
Board Member Saul Jauregui
Board Member Erin Schriever

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

Addressing the Authority:

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

Americans with Disabilities Act:

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

Agendas and other writings:

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

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1. Call to Order
 2. Flag Salute
 3. Roll Call
 4. Public Comments

5. **BOARD MATTERS**

5.1 Consideration of the Register of Demands for April 12, 2017.

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

5.2 Consideration of the minutes of the January 11, 2017 regular meeting.

RECOMMENDED ACTION: Approve as submitted.

5.3 Consideration of a Maintenance Services Agreement with Akers Consulting Services, Inc., dba Aborta Bug Pest & Termite Control for residential pest control services in an amount not-to-exceed \$56,700.00 from April 12, 2017 to April 12, 2020.

RECOMMENDED ACTION: Approve the Agreement.

6. Adjournment. Next regular meeting: Wednesday, May 11, 2017 at 2:00 p.m.

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.1

INDUSTRY PROPERTY & HOUSING MANAGEMENT AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting April 12, 2017

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
160	INDUSTRY PROPERTY & HOUSING	21,532.54

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
BofA	BANK OF AMERICA CHECKING	21,532.54

APPROVED PER CITY MANAGER

Industry Property and Housing Management Authority
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April 12, 2017

Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
20974	03/08/2017		HOME DEPOT CREDIT SERVICE	\$277.76
	Invoice	Date	Description	Amount
	9572528	01/24/2017	SUPPLIES FOR GARAGE DOOR-15730 NELSON AVE	\$204.45
	9055170	01/24/2017	SUPPLIES FOR GARAGE DOOR-15730 NELSON AVE	\$70.29
	7584305	01/26/2017	SUPPLIES-20137 E WALNUT DR S	\$3.02
20975	03/08/2017		INDUSTRY PUBLIC UTILITIES	\$97.26
	Invoice	Date	Description	Amount
	2017-00000993	02/16/2017	12/19-02/16/17 SVC - 14063 PROCTOR	\$97.26
20976	03/08/2017		INDUSTRY PUBLIC UTILITY	\$7.15
	Invoice	Date	Description	Amount
	2017-00000992	02/16/2017	01/10-02/10/17 SVC - 16224 TEMPLE AVE	\$7.15
20977	03/08/2017		LA PUENTE VALLEY COUNTY	\$303.65
	Invoice	Date	Description	Amount
	2017-00000994	02/16/2017	12/19-02/16/17 SVC - 15652 NELSON	\$48.73
	2017-00000995	02/16/2017	12/19-02/16/17 SVC - 15702 NELSON	\$55.17
	2017-00000996	02/16/2017	12/19-02/16/17 SVC - 15714 NELSON	\$42.29
	2017-00000997	02/16/2017	12/19-02/16/17 SVC - 15722 NELSON	\$55.17
	2017-00000998	02/16/2017	12/19-02/16/17 SVC - 15730 NELSON	\$40.68
	2017-00000999	02/16/2017	12/19-02/16/17 SVC - 15736 NELSON	\$61.61
20978	03/08/2017		ROWLAND WATER DISTRICT	\$165.10
	Invoice	Date	Description	Amount
	2017-00001000	02/23/2017	01/18-02/14/17 SVC - 17229 CHESTNUT	\$85.59
	2017-00001001	02/23/2017	01/18-02/14/17 SVC - 17217 CHESTNUT	\$79.51
20979	03/15/2017		L A COUNTY TAX COLLECTOR	\$2,737.82
	Invoice	Date	Description	Amount
	8940 149 031 16A	02/23/2017	ADJ PROP TAX FY 16-17 - 14063 PROCTOR AVE	\$1,393.79
	8940 149 033 16A	02/02/2017	ADJ PROP TAX FY 16-17 - 16218 TEMPLE AVE	\$677.95

**Industry Property and Housing Management Authority
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Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
	8940 149 033 15A	02/02/2017	ADJ PROP TAX FY 16-17 - 16218 TEMPLE AVE	\$666.08
20980	03/15/2017		SHEPARD DOORS	\$250.00
	Invoice	Date	Description	Amount
	01/30/17	01/30/2017	GARAGE DOOR SVC - 15730 NELSON AVE	\$250.00
20981	03/15/2017		SO CALIFORNIA EDISON COMPANY	\$15.05
	Invoice	Date	Description	Amount
	2017-00001092	03/07/2017	02/02-03/06/17 SVC - 15722 NELSON AVE	\$15.05
20982	03/22/2017		GAS COMPANY, THE	\$14.19
	Invoice	Date	Description	Amount
	2017-00001131	03/08/2017	2/2-3/6/17 SVC-15722 NELSON AVE	\$14.19
20983	03/22/2017		WALNUT VALLEY WATER DISTRICT	\$214.30
	Invoice	Date	Description	Amount
	2577906	03/09/2017	2/3-3/2/17 SVC-20137 WALNUT DR	\$170.33
	2573568	03/08/2017	2/2-3/1/17 SVC-22002 (22036) VALLEY BLVD	\$43.97
20984	03/29/2017		INDUSTRY PUBLIC UTILITY	\$17.87
	Invoice	Date	Description	Amount
	2017-00001133	03/16/2017	02/10-03/10/17 SVC - 16224 E TEMPLE AVE	\$17.87
20985	04/03/2017		INDUSTRY PUBLIC UTILITY	\$19.09
	Invoice	Date	Description	Amount
	2017-00001165	03/16/2017	09/10-09/15/16 SVC - 17217 CHESTNUT ST.	\$19.09
20986	04/03/2017		IPHMA - PAYROLL ACCOUNT	\$2,500.00
	Invoice	Date	Description	Amount
	FEB-17	02/27/2017	REIMBURSE PAYROLL - FEBRUARY 2017	\$2,500.00
20987	04/03/2017		ROWLAND WATER DISTRICT	\$144.98

**Industry Property and Housing Management Authority
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Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
	Invoice	Date	Description	Amount
	2017-00001166	03/22/2017	02/14-03/13/17 SVC - 17229 CHESTNUT	\$75.73
	2017-00001167	03/22/2017	02/14-03/13/17 SVC - 17217 CHESTNUT	\$69.25
20988	04/12/2017		ABORTA-BUG PEST CONTROL	\$95.00
	Invoice	Date	Description	Amount
	19999	03/10/2017	PEST SVC - 15714 NELSON AVE	\$95.00
20989	04/12/2017		AIR-BREE, INC	\$941.69
	Invoice	Date	Description	Amount
	I161011710	10/11/2016	A/C REPAIR - 16242 TEMPLE AVE	\$399.88
	I170130890	01/31/2017	A/C REPAIR - 16217 TEMPLE AVE	\$355.50
	I170307956	03/08/2017	A/C REPAIR - 16229 TEMPLE AVE	\$186.31
20990	04/12/2017		ALL AMERICAN ELECTRIC	\$967.95
	Invoice	Date	Description	Amount
	5728	03/03/2017	ELECTRIC SVC - 15702 NELSON AVE	\$495.00
	5724	02/27/2017	ELECTRIC SVC - 15736 NELSON AVE	\$472.95
20991	04/12/2017		ASTRA INDUSTRIAL SERVICES, INC	\$56.06
	Invoice	Date	Description	Amount
	00154803-IPHMA	03/06/2017	SUPPLIES - 16000 TEMPLE AVE CONDO C	\$56.06
20992	04/12/2017		BRYAN PRESS	\$189.79
	Invoice	Date	Description	Amount
	76687	02/20/2017	IPHMA LETTERHEAD	\$189.79
20993	04/12/2017		FERGUSON ENTERPRISES, INC	\$59.94
	Invoice	Date	Description	Amount
	4451786	03/15/2017	SUPPLIES - 16229 TEMPLE AVE	\$59.94
20994	04/12/2017		IPHMA - PAYROLL ACCOUNT	\$2,500.00

**Industry Property and Housing Management Authority
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Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
	Invoice	Date	Description	Amount
	MAR-17	03/29/2017	REIMBURSE PAYROLL - MARCH 2017	\$2,500.00
20995	04/12/2017		JANUS PEST MANAGEMENT	\$1,245.00
	Invoice	Date	Description	Amount
	184232	01/06/2017	JANUARY 2017 PEST SVC - 15652 NELSON AVE	\$58.00
	184228	01/06/2017	JANUARY 2017 PEST SVC - 15714 NELSON AVE	\$58.00
	184229	01/06/2017	JANUARY 2017 PEST SVC - 15722 NELSON AVE	\$58.00
	184230	01/06/2017	JANUARY 2017 PEST SVC - 15730 NELSON AVE	\$58.00
	184231	01/06/2017	JANUARY 2017 PEST SVC - 15736 NELSON AVE	\$58.00
	184233	01/06/2017	JANUARY 2017 PEST SVC - 15702 NELSON AVE	\$58.00
	185329	02/03/2017	FEBRUARY 2017 PEST SVC - 16200 TEMPLE AVE	\$138.00
	185330	02/10/2017	FEBRUARY 2017 PEST SVC - 16217 TEMPLE AVE	\$69.00
	185331	02/10/2017	FEBRUARY 2017 PEST SVC - 16218 TEMPLE AVE	\$69.00
	185332	02/10/2017	FEBRUARY 2017 PEST SVC - 16220 TEMPLE AVE	\$69.00
	185333	02/10/2017	FEBRUARY 2017 PEST SVC - 16224 TEMPLE AVE	\$69.00
	185334	02/10/2017	FEBRUARY 2017 PEST SVC - 16227 TEMPLE AVE	\$69.00
	185335	02/10/2017	FEBRUARY 2017 PEST SVC - 16229 TEMPLE AVE	\$69.00
	185336	02/10/2017	FEBRUARY 2017 PEST SVC - 16238 TEMPLE AVE	\$69.00
	185337	02/10/2017	FEBRUARY 2017 PEST SVC - 16242 TEMPLE AVE	\$69.00
	185338	02/03/2017	FEBRUARY 2017 PEST SVC - 17229 CHESTNUT ST	\$69.00
	185339	02/03/2017	FEBRUARY 2017 PEST SVC - 17217 CHESTNUT ST	\$69.00
	185344	02/03/2017	FEBRUARY 2017 PEST SVC - 20137 E. WALNUT	\$69.00
20996	04/12/2017		LOCKS PLUS	\$465.54
	Invoice	Date	Description	Amount
	23793	03/24/2017	REMOVE/REPLACE LOCKS - 16218 TEMPLE AVE	\$465.54
20997	04/12/2017		SATSUMA LANDSCAPE & MAINT.	\$8,077.39
	Invoice	Date	Description	Amount
	0217EHNHCS	02/27/2017	FEBRUARY 2017 LANDSCAPE MAINTENANCE	\$8,077.39

**Industry Property and Housing Management Authority
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Check	Date				Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking						
20998	04/12/2017				SO CAL INDUSTRIES	\$169.96
	Invoice	Date	Description			Amount
	264426	03/08/2017	RR RENTAL - 16200-5 TEMPLE AVE			\$84.98
	264427	03/08/2017	RR RENTAL - 16224 TEMPLE AVE			\$84.98

Checks	Status	Count	Transaction Amount
	Total	25	\$21,532.54

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.2

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 11, 2017
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CALL TO ORDER

The Regular Meeting of the Property and Housing Management Authority of the City of Industry, California, was called to order by Chairman Joseph Emmons at 2:04 p.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Joseph Emmons.

ROLL CALL

PRESENT: Joseph Emmons, Chairman
Saul Jauregui, Board Member

STAFF PRESENT: Paul J. Philips, Executive Director; James M. Casso, General Counsel; and Diane M. Schlichting, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF THE REGISTER OF DEMANDS FOR DECEMBER 7, 2016

MOTION BY BOARD MEMBER JAUREGUI, AND SECOND BY CHAIRMAN EMMONS TO RATIFY THE REGISTER OF DEMANDS FOR DECEMBER 7, 2016. MOTION CARRIED 2-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	JAUREGUI, C/EMMONS
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

CONSIDERATION OF THE REGISTER OF DEMANDS FOR JANUARY 11, 2017

MOTION BY BOARD MEMBER JAUREGUI, AND SECOND BY CHAIRMAN EMMONS TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE AUTHORITY OFFICIALS TO PAY THE BILLS. MOTION CARRIED 2-0, BY THE FOLLOWING VOTE:

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 11, 2017
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AYES: BOARD MEMBERS: JAUREGUI, C/EMMONS
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 7, 2016 REGULAR MEETING AND NOVEMBER 9, 2016 REGULAR MEETING

MOTION BY BOARD MEMBER JAUREGUI, AND SECOND BY CHAIRMAN EMMONS TO APPROVE AS SUBMITTED. MOTION CARRIED 2-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: JAUREGUI, C/EMMONS
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

ADJOURNMENT

There being no further business, the Industry Property and Housing Management Authority adjourned at 2:08 p.m.

JOSEPH EMMONS
CHAIRMAN

DIANE M. SCHLICHTING
ASSISTANT SECRETARY

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.3



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

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

MEMORANDUM

To: The Honorable Chair and Members of the Industry Property and Housing Management Authority (IPHMA)

From: Paul Philips, City Manager *Paul J. Philips*

Staff: Alex Gonzalez, Director of Development Services and Administration *AG*
Kristen Weger, Administrative Analyst

Date: April 12, 2017

SUBJECT: Consideration of a Maintenance Services Agreement with Akers Consulting Services, Inc., dba Aborta Bug Pest & Termite Control for residential pest control services in an amount not-to-exceed \$56,700.00 from April 12, 2017 to April 12, 2020

The Industry Property and Housing Management Authority owns multiple residential units that require annual maintenance services. Part of that maintenance includes monthly pest control services. Staff is recommending that Akers Consulting Services, Inc., dba Aborta Bug Pest & Termite Control be retained to provide pest management services for the residential units.

General Pest Management includes evaluating and treating for Argentine ants, black widow spiders, brown widow spiders, American roaches, water beetles, crickets, earwigs, millipedes, sowbugs and pillbugs.

Fiscal Impact:

The approval of the Maintenance Services Agreement will require an appropriation of \$56,700.00 to Industry Property & Housing – Expenditures – Property Maintenance (account no. 160-300-8510).

Recommendation:

- 1.) Staff recommends approving the Maintenance Services Agreement with Akers Consulting Services, Inc., from April 12, 2017 to April 12, 2020; and
- 2.) Appropriating \$56,700.00 to Industry Property & Housing – Expenditures – Property Maintenance (account no. 160-300-8510) for residential pest control services.

Exhibits

- A. Maintenance Services Agreement with Akers Consulting Services, Inc., dated April 12, 2017

EXHIBIT A

**Maintenance Services Agreement with Akers Consulting Services, Inc., dated
April 12, 2017**

[Attached]

**INDUSTRY PROPERTY HOUSING AND
MANAGEMENT AUTHORITY**

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of April 12, 2017 ("Effective Date"), between the Industry Property Housing and Management Authority a public body ("IPHMA") and Akers Consulting Services, Inc., a California S corporation, dba Aborta-Bug Pest & Termite Control, ("Consultant"). The IPHMA and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 12, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The IPHMA agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifty Six Thousand Seven Hundred Dollars (\$56,700.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. LABOR CODE AND PREVAILING WAGES

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

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

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the IPHMA and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless IPHMA, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

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

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

such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

With a Copy To: James M. Casso
Casso & Sparks
13200 Crossroads Parkway, North
Suite 345
City of Industry, CA 91746

To Consultant: Brian A. Akers
Akers Consulting Services, Inc.
466 West Arrow Highway, Suite J
San Dimas, CA 91773

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

The IPHMA and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or

the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"IPHMA"
**Industry Property Housing
and Management Authority**

"CONSULTANT"
Akers Consulting Services, Inc.

By: _____
Paul J. Philips, Executive Director

By:  _____
Brian R. Akers, President

Attest:

By: _____
Diane M. Schlichting, Chief Deputy Authority Secretary

Approved as to form:

By: _____
James M. Casso, Authority General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide pest management services for the properties set forth below. General pest management services shall include, but are not limited to, the following: Argentine ants, black widow spiders, brown widow spiders, American roaches, water beetles, crickets, earwigs, millipedes, sowbugs, pillbugs, fly control and fire ants.

City of Industry - Residential Pest Management Locations

City of Industry	Address	Known As	Monthly or Quarterly	Services
	16200 Temple Ave. Unit A, City of Industry	Expo Center Condo A	Monthly	General Pest
	16200 Temple Ave. Unit B, City of Industry	Expo Center Condo B	Monthly	General Pest
	16200 Temple Ave. Unit C, City of Industry	Expo Center Condo C	Monthly	General Pest
	16200 Temple Ave. Unit D, City of Industry	Expo Center Condo D	Monthly	General Pest
	16217 Temple Ave. City of Industry	Expo Center House	Monthly	General Pest
	16218 Temple Ave. City of Industry	Expo Center House	Monthly	General Pest
	16220 Temple Ave. City of Industry	Expo Center House	Monthly	General Pest
	16224 Temple Ave. City of Industry	Expo Center House	Monthly	General Pest
	16227 Temple Ave. City of Industry	Expo Center House	Monthly	General Pest
	16229 Temple Ave. City of Industry	Expo Center House	Monthly	General Pest
	16238 Temple Ave. City of Industry	Expo Center House	Monthly	General Pest
	16242 Temple Ave. City of Industry	Expo Center House	Monthly	General Pest
	23197 E. Walnut Drive South, City of Industry	N/A	Monthly	General Pest
	11221 Chestnut Street, City of Industry	N/A	Monthly	General Pest
	11229 Chestnut Street, City of Industry	N/A	Monthly	General Pest

Nelson Homes

Address	Known As	Monthly or Quarterly	Services
16552 Nelson Avenue	N/A	Monthly	General Pest
16714 Nelson Avenue	N/A	Monthly	General Pest
16722 Nelson Avenue	N/A	Monthly	General Pest
16730 Nelson Avenue	N/A	Monthly	General Pest
16736 Nelson Avenue	N/A	Monthly	General Pest
16702 Nelson Avenue	N/A	Monthly	General Pest

EXHIBIT B

RATE SCHEDULE

City of Industry - Residential Pest Management Locations

City of Industry

Address	Known As	Monthly or Quarterly	Services	Amount per Month	Annual Amount
16200 Temple Ave, Unit A, City of Industry	Expo Center Condo A	Monthly	General Pest	\$ 75.00	\$ 900.00
16200 Temple Ave, Unit B, City of Industry	Expo Center Condo B	Monthly	General Pest	\$ 75.00	\$ 900.00
16200 Temple Ave, Unit C, City of Industry	Expo Center Condo C	Monthly	General Pest	\$ 75.00	\$ 900.00
16200 Temple Ave, Unit D, City of Industry	Expo Center Condo D	Monthly	General Pest	\$ 75.00	\$ 900.00
16217 Temple Ave, City of Industry	Expo Center House	Monthly	General Pest	\$ 75.00	\$ 900.00
16218 Temple Ave, City of Industry	Expo Center House	Monthly	General Pest	\$ 75.00	\$ 900.00
16220 Temple Ave, City of Industry	Expo Center House	Monthly	General Pest	\$ 75.00	\$ 900.00
16224 Temple Ave, City of Industry	Expo Center House	Monthly	General Pest	\$ 75.00	\$ 900.00
16227 Temple Ave, City of Industry	Expo Center House	Monthly	General Pest	\$ 75.00	\$ 900.00
16229 Temple Ave, City of Industry	Expo Center House	Monthly	General Pest	\$ 75.00	\$ 900.00
16238 Temple Ave, City of Industry	Expo Center House	Monthly	General Pest	\$ 75.00	\$ 900.00
16242 Temple Ave, City of Industry	Expo Center House	Monthly	General Pest	\$ 75.00	\$ 900.00
20137 E Walnut Drive South, City of Industry	N/A	Monthly	General Pest	\$ 75.00	\$ 900.00
17217 Chestnut Street, City of Industry	N/A	Monthly	General Pest	\$ 75.00	\$ 900.00
17229 Chestnut Street, City of Industry	N/A	Monthly	General Pest	\$ 75.00	\$ 900.00

Nelson Homes

Address	Known As	Monthly or Quarterly	Services	Amount per Month	Annual Amount
15652 Nelson Avenue	N/A	Monthly	General Pest	\$ 75.00	\$ 900.00
15714 Nelson Avenue	N/A	Monthly	General Pest	\$ 75.00	\$ 900.00
15722 Nelson Avenue	N/A	Monthly	General Pest	\$ 75.00	\$ 900.00
15730 Nelson Avenue	N/A	Monthly	General Pest	\$ 75.00	\$ 900.00
15736 Nelson Avenue	N/A	Monthly	General Pest	\$ 75.00	\$ 900.00
15702 Nelson Avenue	N/A	Monthly	General Pest	\$ 75.00	\$ 900.00

Total Annual Cost	\$18,900.00
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EXHIBIT C

INSURANCE REQUIREMENTS

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

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

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

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

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by IPHMA shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of IPHMA before the IPHMA's own insurance or self-insurance shall be called upon to protect it as a named insured.

IPHMA's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, IPHMA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by IPHMA will be promptly reimbursed by Consultant, or IPHMA will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, IPHMA may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the IPHMA's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against IPHMA, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against IPHMA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the IPHMA requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the IPHMA.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to IPHMA with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to IPHMA and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to IPHMA for review.

IPHMA's right to revise specifications. The IPHMA reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the IPHMA and Consultant may renegotiate Consultant's compensation.

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PTL Insurance Brokers, Inc. PO Box 4155 Covina CA 91723	CONTACT NAME: Brandon Pedevill PHONE (A/C No. Ext): (626) 967-9581 E-MAIL ADDRESS: certificates@ptlinsurance.com FAX (A/C No): (626) 967-1664
	INSURER(S) AFFORDING COVERAGE INSURER A: Gemini Insurance Company NAIC # 10833 INSURER B: Wesco NAIC # 25011 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: Cert ID 2785 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	LGL0000946 03	10/13/2016	10/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WWC3201611	5/1/2016	5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Industry, Industry Property and Housing Management Authority, and their Officers, Employees, Elected Officials and Members of Boards of Insured Parties are named Additional Insured per End. attached to General Liability policy.

CERTIFICATE HOLDER The City of Industry Industry Property and Housing Management Authority 15625 E. Stafford Street Suite #100 City of Industry CA 91744-0366	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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