CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING AGENDA

JANUARY 25, 2018
9:00 AM

Mayor Mark Radecki
Mayor Pro Tem Cory Moss
Council Member Abraham Cruz
Council Member Catherine Marcucci
Council Member Newell Ruggles

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California 91744

Addressing the City Council:

- ***Agenda Items:*** *Members of the public may address the City Council 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 City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the 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 City Council.*

- ***Public Comments (Non-Agenda Items):*** *Anyone wishing to address the City Council 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 City Council from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the 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 City Council.*

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.*

1. Call to Order

2. Flag Salute

3. Roll Call

4. Presentation by Chairman Larry Hartmann from Industry Hills Charity Event Council (Formerly Industry Hills Charity Pro Rodeo).

5. Public Comments

6. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the City Council, the public, or staff request specific items be removed from the Consent Calendar for separate action.

6.1 Consideration of the Register of Demands for January 25, 2018

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

6.2 Consideration of the minutes of the May 10, 2016 special meeting; May 26, 2016 regular meeting; June 9, 2016 regular meeting; June 23, 2016 regular meeting; June 23, 2016 special meeting, July 14, 2016 regular meeting

RECOMMENDED ACTION: Approve as submitted.

7. **ACTION ITEMS**

7.1 Consideration of Resolution No. CC 2018-04 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A CAP-AND-TRADE REVENUE UTILIZATION POLICY FOR THE USE OF REVENUES FROM THE SALE OF ALLOCATED ALLOWANCES IN CALIFORNIA'S GREENHOUSE GAS CAP-AND-TRADE AUCTIONS

RECOMMENDED ACTION: Adopt Resolution No. CC 2018-04.

7.2 Consideration of Award of Contract No. CITY-1437, IPD 236 Ajax Avenue Storm Drain Improvements, to GRBCON, Inc., in an amount not-to-exceed $289,490.00

RECOMMENDED ACTION: Award the contract to GRBCON, Inc., in the amount of $289,490.00.

7.3 Consideration of a Service Agreement with Tyler Technologies, Inc., for software to host the City's Enterprise Resources Planning (ERP) System in the amount of $161,221.00, from January 25, 2018 to January 25, 2021

RECOMMENDED ACTION: Approve the Agreement.

7.4 Consideration of a Professional Services Agreement with AESCO, Inc., for Agreement No. DS-18-028A, On-Call Geotechnical Engineering Services, in an amount not-to-exceed $150,000.00, from January 25, 2018 to December 8, 2019

RECOMMENDED ACTION: Approve the Agreement.

7.5 Consideration of a Professional Services Agreement with Geo-Advantec, Inc., for Agreement No. DS-18-030-A, On-Call Geotechnical Engineering Services, in an amount not-to-exceed $150,000.00, from January 25, 2018 to December 8, 2019

RECOMMENDED ACTION: Approve the Agreement.

7.6 Consideration of Amendment No. 1 to the Professional Services Agreement with Advanced Avant-Garde Corporation dba Avant-Garde, Inc., for contract and funding administration services for capital improvement project management services, increasing compensation under the original agreement by $290,000.00, from January 25, 2018 through December 8, 2019

RECOMMENDED ACTION: Approve the Amendment.

8. **CITY COUNCIL COMMITTEE REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

11.1 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002718-CU-WM-GDS

11.2 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002719-CU-WM-GDS

11.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS171295

11.4 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS171398

12. Adjournment. The next regular City Council Meeting will be Thursday, February 8, 2018 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 6.1

CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF JANUARY 25, 2018

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
100	GENERAL FUND	4,219,230.36
103	PROP A FUND	13,427.68
120	CAPITAL IMPROVEMENT FUND	4,738.94
140	CITY DEBT SERVICE	5,000.00
161	IPUC - ELECTRIC	251,539.65
TOTAL ALL FUNDS		4,493,936.63

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUNTS	1,270,704.14
PROP/A	PROP A - CKING ACCOUNT	13,427.68
REF	REFUSE - CKING ACCOUNT	804,343.64
WFBK	WELLS FARGO - CKING ACCOUNT	2,405,461.17
TOTAL ALL BANKS		4,493,936.63

APPROVED PER CITY MANAGER

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CITY OF INDUSTRY
BANK OF AMERICA
January 25, 2018

Check	Date			Payee Name	Check Amount

CITYELEC.CHK - City Electric

Check	Date			Payee Name	Check Amount
1433	01/09/2018			CITY OF INDUSTRY	$124,685.39
	Invoice	Date	Description	Amount	
	1/9/18	01/09/2018	TRANSFER FUNDS-ELECTRIC	$124,685.39	
1434	01/10/2018			CITY OF INDUSTRY	$2,215.47
	Invoice	Date	Description	Amount	
	1/10/18	01/10/2018	REIMBURSE FOR SALARIES & CALPERS	$2,215.47	

CITYGEN.CHK - City General

Check	Date			Payee Name	Check Amount
1050	12/15/2017			JOHN HANCOCK USA	$10,482.40
	Invoice	Date	Description	Amount	
	NOVEMBER 2017	12/15/2017	PARS CONTRIBUTIONS FOR NOV 2017	$10,482.40	
1051	12/20/2017			MIDAMERICA ADMINISTRATIVE &	$18,729.64
	Invoice	Date	Description	Amount	
	JAN-FEB 2018	12/20/2017	MEDICAL PREMIUM REIMBURSEMENTS	$18,729.64	
1052	01/03/2018			MIDAMERICA ADMINISTRATIVE &	$244,000.00
	Invoice	Date	Description	Amount	
	JAN-DEC 2018	01/03/2018	ANNUAL INSTALLMENT FOR HRA ACCOUNT	$244,000.00	
24385	01/09/2018			CITY OF INDUSTRY	$700,000.00
	Invoice	Date	Description	Amount	
	1/9/18-A	01/09/2018	TRANSFER FUNDS-CITY REGISTER 1/11/18	$700,000.00	
24386	01/09/2018			CIVIC RECREATIONAL INDUSTRIAL	$145,000.00

CITY OF INDUSTRY
BANK OF AMERICA
January 25, 2018

Check	Date			Payee Name	Check Amount
	Invoice	Date	Description	Amount	
	1/9/18-B	01/09/2018	TRANSFER FUNDS-CRIA A/P	$145,000.00	
24387	01/09/2018			**INDUSTRY PROPERTY & HOUSING**	$20,000.00
	Invoice	Date	Description	Amount	
	1/9/18-C	01/09/2018	TRANSFER FUNDS-IPHMA A/P	$20,000.00	

PARKCIT.CHK - Parking Citation Checking

626	01/05/2018			**SUPERIOR COURT OF CALIFORNIA,**	$4,995.00
	Invoice	Date	Description	Amount	
	NOVEMBER 2017	12/06/2017	PARKING CITATIONS RPT-NOV 2017	$4,995.00	
627	01/05/2018			**TURBO DATA SYSTEMS, INC**	$596.24
	Invoice	Date	Description	Amount	
	27111	11/30/2017	CITATION PROCESSING-OCT/NOV 2017	$596.24	

Checks	Status	Count	Transaction Amount
	Total	10	**$1,270,704.14**

CITY OF INDUSTRY
PROP A
January 25, 2018

Check	Date			Payee Name	Check Amount
PROPA.CHK - Prop A Checking					
11746	01/05/2018			ACE CONSTRUCTION AUTHORITY	$6,189.35
	Invoice	Date	Description	Amount	
	ACE-204-22	12/23/2017	BETTERMENT AGRMT-FAIRWAY DR GRADE	$6,189.35	
11747	01/05/2018			ACE CONSTRUCTION AUTHORITY	$7,238.33
	Invoice	Date	Description	Amount	
	ACE-207-22	12/13/2017	BETTERMENT AGRMT-FULLERTON RD GRADE	$7,238.33	

Checks	Status	Count	Transaction Amount
	Total	2	$13,427.68

CITY OF INDUSTRY
WELLS FARGO REFUSE
January 25, 2018

Check	Date			Payee Name		Check Amount
REFUSE - Refuse Account						
WT237	01/09/2018			CITY OF INDUSTRY DISPOSAL CO.		$804,343.64
	Invoice	Date	Description		Amount	
	3123288	01/09/2018	REFUSE SVC 12/24-12/31/17		$804,343.64	

Check	Status	Count	Transaction Amount
	Total	1	**$804,343.64**

CITY OF INDUSTRY
WELLS FARGO BANK
January 25, 2018

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Date			Payee Name	Check Amount
67926	01/05/2018			CITY OF CHINO HILL UTILITY	$304.77

Invoice	Date	Description	Amount
2018-00000729	12/14/2017	11/15-12/12/17 SVC - 1550 RANCHO HILLS DR	$304.77

Check	Date	Payee Name	Check Amount
67927	01/05/2018	FRONTIER	$668.10

Invoice	Date	Description	Amount
2018-00000730	12/07/2017	12/07-01/06/18 SVC - GS-408 BREA CYN RD	$27.42
841 7TH-DEC17	12/10/2017	12/10-01/09/18 SVC - 841 S. 7TH	$101.82
2018-00000731	12/10/2017	12/10-01/09/18 SVC - GS-747 S. ANAHEIM PUENTE RD	$148.96
2018-00000732	12/10/2017	12/10-01/09/18 SVC - EM-21508 BAKER PKWY BLDG	$51.22
2018-00000733	12/10/2017	12/10-01/09/18 SVC - GS-21640 VALLEY BLVD	$51.22
2018-00000734	12/10/2017	12/10-01/09/18 SVC - EM-21808 GARCIA LN-ALARM	$66.18
2018-00000735	12/10/2017	12/10-01/09/18 SVC - 600 BREA CYN RD	$221.28

Check	Date	Payee Name	Check Amount
67928	01/05/2018	L A COUNTY REGISTRAR-	$75.00

Invoice	Date	Description	Amount
METRO-CAMERAS	01/02/2018	FEE-NOTICE OF EXEMPTION FOR METRO-CAMERAS	$75.00

Check	Date	Payee Name	Check Amount
67929	01/05/2018	SAN GABRIEL VALLEY WATER CO.	$478.93

Invoice	Date	Description	Amount
2018-00000736	12/15/2017	11/15-12/14/17 SVC - 14329 VALLEY	$478.93

Check	Date	Payee Name	Check Amount
67930	01/05/2018	SO CALIFORNIA EDISON COMPANY	$1,873.70

Invoice	Date	Description	Amount
2018-00000737	12/12/2017	11/08-12/11/17 SVC - 575 BALDWIN PARK BLVD U	$69.57
2018-00000738	12/12/2017	10/12-12/07/17 SVC - VALLEY BLVD U-VARIOUS SITES	$518.35
2018-00000739	12/13/2017	11/09-12/12/17 SVC - 490 7TH U	$58.92
2018-00000740	12/16/2017	11/15-12/15/17 SVC - 1341 FULLERTON RD	$23.31
2018-00000742	12/16/2017	11/15-12/15/17 SVC - 17635 GALE	$1,203.55

Check	Date	Payee Name	Check Amount
67931	01/05/2018	SO CALIFORNIA EDISON COMPANY	$175.46

CITY OF INDUSTRY
WELLS FARGO BANK
January 25, 2018

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
2018-00000741	12/16/2017	11/15-12/15/17 SVC - 19001 TONNER CYN RD	$175.46

Check	Date	Payee Name	Check Amount
67932	01/05/2018	**SO CALIFORNIA EDISON COMPANY**	$11,154.88

Invoice	Date	Description	Amount
7500840078	12/14/2017	11/01-11/30/17 SVC - 745 ANAHEIM PUENTE RD	$1,027.46
7500840088	12/14/2017	11/01-11/30/17 SVC - 133 N. AZUSA AVE	$1,860.71
7500840089	12/14/2017	11/01-11/30/17 SVC - 208 S. WADDINGHAM WAY	$8,266.71

Check	Date	Payee Name	Check Amount
67933	01/05/2018	**SOCALGAS**	$18.46

Invoice	Date	Description	Amount
2018-00000743	12/15/2017	11/13-12/13/17 SVC - 610 S BREA CYN RD	$18.46

Check	Date	Payee Name	Check Amount
67934	01/05/2018	**WALNUT VALLEY WATER DISTRICT**	$6,857.40

Invoice	Date	Description	Amount
2835860	12/12/2017	10/31-11/30/17 SVC - PUMP STN BREA CYN	$19.43
2835840	12/12/2017	10/31-11/30/17 SVC - PUMP STN N/W CHERYL	$24.47
2836086	12/12/2017	10/31-11/30/17 SVC - NOGALES PUMP STN	$57.82
2843706	12/14/2017	11/01-11/30/17 SVC - BREA CYN N OF RR TRKS	$161.36
2843707	12/14/2017	11/01-11/30/17 SVC - BREA CYN N OF CURRIER	$29.69
2843690	12/14/2017	11/01-11/30/17 SVC - 21350 VALLEY-MERIDIAN	$24.47
2843691	12/14/2017	11/01-11/30/17 SVC - GRAND CROSSING EAST	$48.41
2843692	12/14/2017	11/01-11/30/17 SVC - GRAND CROSSING WEST	$63.80
2843700	12/14/2017	11/01-11/30/17 SVC - E/S GRAND S/O BAKER PKWY	$138.19
2843728	12/14/2017	11/01-11/30/17 SVC - END OF BAKER PKWY-TEMP	$4,190.87
2843693	12/14/2017	11/01-11/30/17 SVC - BAKER PKWY & GRAND NW	$1,201.81
2843709	12/14/2017	11/01-11/30/17 SVC - 60 FWY INTERCHANGE	$19.43
2843543	12/14/2017	11/01-11/30/17 SVC - IRR 820 FAIRWAY DR	$93.73
2843595	12/14/2017	11/01-11/30/17 SVC - LEMON AVE N OF CURRIER RD	$75.77
2843644	12/14/2017	11/01-11/30/17 SVC - FERRERO & GRAND EAST	$670.00
2843628	12/14/2017	11/01-11/30/17 SVC - BREA CYN RD & OLD RANCH RD	$38.15

CITY OF INDUSTRY
WELLS FARGO BANK
January 25, 2018

Check	Date			Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Invoice	Date	Description	Amount	Check Amount
67935	01/11/2018		**CATHERINE MARCUCCI**		$840.10
	Invoice	Date	Description	Amount	
	1/17-1/19/18	01/11/2018	TRAVEL ADVANCE-CONFERENCE IN SACRAMENTO	$840.10	
67936	01/11/2018		**CORY MOSS**		$638.40
	Invoice	Date	Description	Amount	
	1/17-1/19/18	01/11/2018	TRAVEL ADVANCE-CONFERENCE IN SACRAMENTO	$638.40	
67937	01/11/2018		**KEISER, KRISTIN**		$150.00
	Invoice	Date	Description	Amount	
	12/05/17	12/05/2017	PHOTOGRAPHY SVC-TREE LIGHTING	$150.00	
67938	01/11/2018		**SHELL ENERGY NORTH AMERICA-**		$86,350.00
	Invoice	Date	Description	Amount	
	1939761	01/02/2018	WHOLESALE USE-DEC 2017	$80,400.00	
	1939762	01/02/2018	CAPACITY-DEC 2017	$5,950.00	
67939	01/17/2018		**AT & T**		$302.52
	Invoice	Date	Description	Amount	
	2018-00000849	12/17/2017	12/17/17-01/16/18 SVC - 17001 CARBON CYN RD-	$163.43	
	2018-00000850	12/17/2017	12/17/17-01/16/18 SVC - 15000 TONNER CYN RD-	$139.09	
67940	01/17/2018		**AT & T**		$401.00
	Invoice	Date	Description	Amount	
	7821849302	12/23/2017	11/19-12/18/17 SVC - 600 S BREA CYN-METROLINK	$176.00	
	8963932453	01/01/2018	01/01-01/31/18 SVC - 600 S BREA CYN-METROLINK	$225.00	
67941	01/17/2018		**FRONTIER**		$2,950.19
	Invoice	Date	Description	Amount	
	2018-00000789	12/16/2017	12/16/17-01/15/18 SVC - BREA CYN PUMP STN	$68.86	

CITY OF INDUSTRY
WELLS FARGO BANK
January 25, 2018

Check	Date		Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

	2018-00000790	12/16/2017	12/16/17-01/15/18 SVC - PH AUTO PLAZA	$169.63
	2018-00000791	12/19/2017	12/19/17-01/18/18 SVC - FOLLOW'S CAMP GUARD	$65.80
	2018-00000792	12/19/2017	12/19/17-01/18/18 SVC - EM-21415 BAKER PKWY	$51.22
	2018-00000793	12/19/2017	12/19/17-01/18/18 SVC - GS-21660 VALLEY BLVD	$43.93
	2018-00000794	12/19/2017	12/19/17-01/18/18 SVC - EM-21438 BAKER PKWY	$51.22
	2018-00000795	12/22/2017	12/22/17-01/21/18 SVC - GS-21858 VALLEY BLVD	$53.90
	2018-00000796	12/22/2017	12/22/17-01/21/18 SVC - EM-21733 BAKER PKWY	$51.22
	2018-00000797	12/25/2017	12/25/17-01/24/18 SVC - EM-21535 BAKER PKWY	$51.22
	2018-00000798	12/25/2017	12/25/17-01/24/18 SVC - EM-21760 GARCIA LN	$66.18
	2018-00000799	12/28/2017	12/28/17-01/27/18 SVC - EM-21912 GARCIA LN-ALARM	$66.18
	2018-00000800	12/28/2017	12/28/17-01/27/18 SVC - EM-179 S. GRAND AVE	$37.71
	2018-00000801	12/28/2017	12/28/17-01/27/18 SVC - EM-21700 BAKER PKWY	$51.22
	2018-00000802	01/01/2018	01/01-01/31/18 SVC - GS-21700 VALLEY BLVD	$53.98
	2018-00000803	01/01/2018	01/01-01/31/18 SVC - GS-21650 VALLEY BLVD	$51.30
	2018-00000804	01/01/2018	01/01-01/31/18 SVC - VARIOUS GENERATOR SITES	$1,053.06
	2018-00000805	01/01/2018	01/01-01/31/18 SVC - VARIOUS SITES	$963.56

67942	01/17/2018		**INDUSTRY PUBLIC UTILITY**		$2,145.60
	Invoice	Date	Description	Amount	
	2018-00000851	12/15/2017	11/10-12/10/17 SVC - 600 BREA CYN RD	$2,081.14	
	2018-00000852	12/15/2017	11/10-12/10/17 SVC - 370 GRAND AVE SOUTH	$64.46	

67943	01/17/2018		**LA PUENTE VALLEY COUNTY**		$17,625.90
	Invoice	Date	Description	Amount	
	15660STAFF-DEC17	12/18/2017	10/19-12/18/17 SVC - 15660 STAFFORD ST	$185.86	
	2018-00000819	12/18/2017	10/19-12/18/17 SVC - 15625 STAFFORD ST	$70.99	
	2018-00000820	12/18/2017	10/19-12/18/17 SVC - 15625 STAFFORD ST	$129.49	
	2018-00000821	12/18/2017	10/19-12/18/17 SVC - 15414 DON JULIAN RD (IRRI)	$453.01	
	2018-00000822	12/18/2017	10/19-12/18/17 SVC - 15414 DON JULIAN RD	$297.53	
	2018-00000823	12/18/2017	10/19-12/18/17 SVC - 1 AZUSA WAY (IRRI)	$249.91	
	2018-00000824	12/18/2017	10/19-12/18/17 SVC - 285 HACIENDA BLVD (IRRI)	$100.24	

CITY OF INDUSTRY
WELLS FARGO BANK
January 25, 2018

Check	Date		Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

	2018-00000825	12/18/2017	10/19-12/18/17 SVC - HACIENDA & STAFFORD ST(I)	$248.26
	2018-00000826	12/18/2017	10/19-12/18/17 SVC - HACIENDA & STAFFORD (IRR)	$259.96
	2018-00000827	12/18/2017	10/19-12/18/17 SVC - 211 HACIENDA BLVD (IRRI)	$156.79
	2018-00000828	12/18/2017	10/19-12/18/17 SVC - HUDSON AVE (IRRI)	$427.66
	2018-00000829	12/18/2017	10/19-12/18/17 SVC - STAFFORD ST (IRRI)	$361.36
	2018-00000830	12/18/2017	10/19-12/18/17 SVC - 220 HACIENDA BLVD (IRRI)	$285.31
	2018-00000831	12/18/2017	10/19-12/18/17 SVC - 15522 NELSON AVE	$74.89
	2018-00000832	12/18/2017	10/19-12/18/17 SVC - NELSON AVE (IRRI)	$1,441.66
	2018-00000833	12/18/2017	10/19-12/18/17 SVC - SOTRO ST (IRRI)	$739.66
	2018-00000834	12/18/2017	10/19-12/18/17 SVC - 15651 STAFFORD ST	$1,385.11
	2018-00000835	12/18/2017	10/19-12/18/17 SVC - RAUSCH RD (IRRI)	$343.99
	2018-00000836	12/18/2017	10/19-12/18/17 SVC - RAUSCH RD (IRRI)	$373.24
	2018-00000837	12/18/2017	10/19-12/18/17 SVC - STAFFORD & OLD VALLEY (I)	$480.31
	2018-00000838	12/18/2017	10/19-12/18/17 SVC - ALONG RAILROAD TRACK (I)	$517.36
	2018-00000839	12/18/2017	10/19-12/18/17 SVC - PROCTOR & EL ENCANTO (I)	$318.46
	2018-00000840	12/18/2017	10/19-12/18/17 SVC - HACIENDA BLVD (IRRI)	$63.19
	2018-00000841	12/18/2017	10/19-12/18/17 SVC - 15415 DON JULIAN RD (IRRI)	$3,185.85
	2018-00000842	12/18/2017	10/19-12/18/17 SVC - 15414 DON JULIAN RD (IRRI)	$856.66
	2018-00000843	12/18/2017	10/19-12/18/17 SVC - 15414 DON JULIAN RD	$139.06
	2018-00000844	12/18/2017	10/19-12/18/17 SVC - 201 STAFFORD ST (IRRI)	$2,198.14
	2018-00000845	12/18/2017	10/19-12/18/17 SVC - VALLEY BLVD (IRRI)	$59.29
	2018-00000846	12/18/2017	10/19-12/18/17 SVC - 15415 DON JULIAN RD (IRRI)	$1,204.65
	2018-00000847	12/18/2017	10/19-12/18/17 SVC - DON JULIAN RD	$888.70
	2018-00000848	12/18/2017	10/19-12/18/17 SVC - PARRIOTT & DON JULIAN RD (I)	$129.31

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67944	01/17/2018		ROWLAND WATER DISTRICT		$1,667.49
	Invoice	Date	Description	Amount	
	2018-00000776	12/27/2017	11/16-12/13/17 SVC - 18044 ROWLAND-LAWSON	$95.17	
	2018-00000777	12/27/2017	11/16-12/13/17 SVC - 17401 VALLEY BLVD	$246.23	
	2018-00000778	12/27/2017	11/16-12/13/17 SVC - 1123D HATCHER ST	$53.05	
	2018-00000779	12/27/2017	11/16-12/13/17 SVC - 1135 HATCHER STREET	$27.13	

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CITY.WF.CHK - City General Wells Fargo					
	2018-00000780	12/27/2017	11/16-12/13/17 SVC - 1123C HATCHER STREET	$130.81	
	2018-00000781	12/27/2017	11/16-12/13/17 SVC - 17217 & 17229 CHESTNUT - IRR	$101.65	
	2018-00000782	12/27/2017	11/16-12/13/17 SVC - 755 NOGALES (RC)	$167.45	
	2018-00000783	12/27/2017	11/17-12/13/17 SVC - HURLEY STREET & VALLEY	$291.59	
	2018-00000784	12/27/2017	11/17-12/13/17 SVC - AZUSA AVE (RC)	$39.10	
	2018-00000785	12/27/2017	11/17-12/14/17 SVC - 1100 AZUSA AVENUE	$143.54	
	2018-00000786	12/27/2017	11/17-12/14/17 SVC - AZUSA AVENUE - CENTER	$43.33	
	2018-00000787	12/27/2017	11/17-12/14/17 SVC - AZUSA AVENUE 205597	$40.09	
	2018-00000788	12/27/2017	11/20-12/13/17 SVC - 930 AZUSA AVENUE	$288.35	
67945	01/17/2018		SAN GABRIEL VALLEY WATER CO.		$9,170.49
	Invoice	Date	Description	Amount	
	2018-00000806	12/18/2017	11/16-12/15/17 SVC - 336 EL ENCANTO	$174.75	
	841 7TH-DEC17	12/19/2017	11/17-12/18/17 SVC - 841 S SEVENTH	$168.46	
	2018-00000807	12/29/2017	11/29-12/29/17 SVC - PECK/UNION PACIFIC BRIDGE	$506.27	
	2018-00000808	12/29/2017	11/29-12/29/17 SVC - CROSSROADS PKWY SOUTH	$1,123.41	
	2018-00000809	12/29/2017	11/29-12/29/17 SVC - CROSSROADS PKWY SOUTH	$1,678.06	
	2018-00000810	12/29/2017	11/29-12/29/17 SVC - PELLISSIER	$437.97	
	2018-00000811	12/29/2017	11/29-12/29/17 SVC - CROSSROADS PKWY NORTH	$951.55	
	2018-00000812	12/29/2017	11/29-12/29/17 SVC - PELLISSIER	$404.72	
	2018-00000813	12/29/2017	11/29-12/29/17 SVC - PELLISSIER	$887.16	
	2018-00000814	12/29/2017	11/29-12/29/17 SVC - STA 103-80 CROSSROADS	$547.34	
	2018-00000815	12/29/2017	11/29-12/29/17 SVC - STA 129-00 CROSSROADS	$930.13	
	2018-00000816	12/29/2017	11/29-12/29/17 SVC - STA 111-50 CROSSROADS	$293.45	
	2018-00000817	12/29/2017	11/29-12/29/17 SVC - S/E COR OF PELLISSIER	$873.43	
	2018-00000818	12/29/2017	11/29-12/29/17 SVC - IRRIG SALT LAKE/SEVENTH	$193.79	
67946	01/17/2018		SO CALIFORNIA EDISON COMPANY		$64,204.73
	Invoice	Date	Description	Amount	
	2018-00000747	12/18/2017	08/29-12/01/17 SVC - VARIOUS SITES	$37,637.66	
	2018-00000748	12/18/2017	11/15-12/15/17 SVC - VARIOUS SITES	$1,515.50	

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2018-00000749	12/18/2017	07/18-12/15/17 SVC - VARIOUS SITES	$176.66
2018-00000750	12/18/2017	10/26-12/15/17 SVC - VARIOUS SITES	$2,804.82
2018-00000751	12/18/2017	11/01-12/01/17 SVC - VARIOUS SITES	$4,067.90
2018-00000752	12/18/2017	11/15-12/15/17 SVC - VARIOUS SITES	$3,148.76
2018-00000753	12/18/2017	11/15-12/15/17 SVC - PECK RD S/O PELLISSIER	$33.21
841 7TH-DEC17	12/18/2017	11/15-12/15/17 SVC - 841 7TH AVE	$529.43
2018-00000754	12/18/2017	11/15-12/15/17 SVC - VARIOUS SITES	$5,097.60
2018-00000755	12/20/2017	04/21-12/19/17 SVC - 14661 CLARK AVE U	$409.95
2018-00000756	12/21/2017	11/20-12/20/17 SVC - 21380 VALLEY PED	$23.31
2018-00000757	12/21/2017	11/20-12/20/17 SVC - 575 BREA CYN RD	$23.99
2018-00000758	12/21/2017	11/20-12/20/17 SVC - 1007 LAWSON ST TC1	$44.74
2018-00000759	12/21/2017	11/20-12/20/17 SVC - 580 BREA CYN RD	$23.84
2018-00000761	12/23/2017	11/22-12/22/17 SVC - 745 ANAHEIM PUENTE RD CP	$74.10
2018-00000762	12/23/2017	11/22-12/22/17 SVC - 17378 GALE AVE B	$223.93
2018-00000763	12/23/2017	11/01-12/21/17 SVC - 600 S BREA CYN RD	$103.61
2018-00000764	12/27/2017	11/22-12/22/17 SVC - BREA CYN RD-VARIOUS SITES	$494.73
2018-00000765	12/28/2017	11/28-12/27/17 SVC - 137 N HUDSON AVE	$326.19
2018-00000766	12/29/2017	11/28-12/27/17 SVC - VARIOUS SITES	$392.60
2018-00000767	01/03/2018	12/01/17-01/01/18 SVC - 1 VALLEY/AZUSA	$15.70
2018-00000768	01/03/2018	12/01/17-01/01/18 SVC - 600 BREA CYN RD	$475.78
2018-00000769	01/04/2018	12/01/17-01/01/18 SVC - VARIOUS SITES-	$322.47
2018-00000770	01/05/2018	12/04/17-01/03/18 SVC - 15625 STAFFORD ST	$3,436.77
2018-00000771	01/04/2018	12/04/17-01/03/18 SVC - 208 S WADDINGHAM WAY CP	$128.62
15660STAFF-JAN18	01/05/2018	11/28-12/27/17 SVC - 15660 STAFFORD ST	$1,614.45
2018-00000772	01/06/2018	11/15-12/15/17 SVC - 289 GRAND AV	$210.35
2018-00000773	01/06/2018	12/06/17-01/05/18 SVC - 1135 HATCHER AVE	$228.78
2018-00000774	01/06/2018	12/06/17-01/05/18 SVC - 1123 HATCHER AVE STE A	$156.97
2018-00000775	01/06/2018	12/01/17-01/01/18 SVC - NOGALES ST/SAN JOSE AVE	$462.31

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67947	01/17/2018			SO CALIFORNIA EDISON COMPANY	$44.59
	Invoice	Date	Description	Amount	

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CITY.WF.CHK - City General Wells Fargo					
	2018-00000760	12/22/2017	11/21-12/21/17 SVC - 5010 ENGLISH RD	$44.59	
67948	01/17/2018			**SO CALIFORNIA EDISON COMPANY**	$382.54
	Invoice	Date	Description	Amount	
	7500840974	12/21/2017	09/01-09/30/17 SVC - RELIABILITY SVC	$382.54	
67949	01/17/2018			**SOCALGAS**	$93.23
	Invoice	Date	Description	Amount	
	2018-00000853	12/21/2017	11/20-12/19/17 SVC - 15415 DON JULIAN RD	$77.94	
	2018-00000854	01/03/2018	11/28-12/29/17 SVC - 710 NOGALES ST	$15.29	
67950	01/17/2018			**SUBURBAN WATER SYSTEMS**	$607.60
	Invoice	Date	Description	Amount	
	180090377192	12/21/2017	11/22-12/21/17 SVC - 205 HUDSON AVE	$51.77	
	180011474610	12/27/2017	11/23-12/22/17 SVC - AZUSA & GEMINI	$301.10	
	180051000762	01/03/2018	12/05/17-01/03/18 SVC - NE CNR VALLEY/STIMS	$254.73	
67951	01/17/2018			**WALNUT VALLEY WATER DISTRICT**	$1,285.55
	Invoice	Date	Description	Amount	
	2843663	12/14/2017	11/01-11/30/17 SVC - BAKER PKWY METER #1	$209.83	
	2843664	12/14/2017	11/01-11/30/17 SVC - BAKER PKWY METER #2	$165.53	
	2843670	12/14/2017	11/01-11/30/17 SVC - GRAND AVE CROSSING	$200.54	
	2843671	12/14/2017	11/01-11/30/17 SVC - GRAND AVE CROSSING	$75.51	
	2843673	12/14/2017	11/01-11/30/17 SVC - 22002 VALLEY BLVD	$145.88	
	2843735	12/14/2017	11/01-11/30/17 SVC - 21627 GRAND CROSSING PKWY	$140.53	
	2843772	12/14/2017	10/31-11/30/17 SVC - 21627 GRAND CROSSING PKWY	$347.73	
67952	01/25/2018			**ADVANCED DISCOVERY, INC.**	$1,779.60
	Invoice	Date	Description	Amount	
	B219212	12/31/2017	DOCUMENT MGMT SVC-DEC 2017	$1,779.60	

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67953	01/25/2018			**ANNEALTA GROUP**	$138,097.50
	Invoice	Date	Description	Amount	
	1139	01/04/2018	13031 E. TEMPLE AVE	$977.50	
	1140	01/04/2018	13530 NELSON AVE	$990.00	
	1141	01/04/2018	15495 VALLEY BLVD	$360.00	
	1142	01/04/2018	17585 COLIMA RD #C	$340.00	
	1143	01/04/2018	221 S. HACIENDA BLVD	$1,232.50	
	1144	01/04/2018	333 HACIENDA BLVD	$720.00	
	1138	01/04/2018	GENERAL DEVELOPMENT SVC-DEC 2017	$46,187.50	
	1137	01/04/2018	STORMWATER COMPLIANCE	$32,615.00	
	1136	01/04/2018	GENERAL PLANNING SVC-DEC 2017	$54,675.00	
67954	01/25/2018			**APPLIED METERING**	$11,644.07
	Invoice	Date	Description	Amount	
	5821	12/12/2017	UTILITY OPERATIONS AND MAINT SVC	$3,925.00	
	5835	01/04/2018	AZUSA-CHESTNUT PROJECT FUND	$5,029.07	
	5834	01/04/2018	UTILITY OPERATIONS AND MAINT SVC-DEC 2017	$2,690.00	
67955	01/25/2018			**ARAMARK REFRESHMENT SERVICE,**	$239.75
	Invoice	Date	Description	Amount	
	7910907	12/21/2017	SILVER WATER FILTER	$65.78	
	8102540	09/26/2017	COFFEE/OFFICE SUPPLIES	$23.59	
	7987229	11/20/2017	COFFEE/OFFICE SUPPLIES	$150.38	
67956	01/25/2018			**B AND T CATTLE**	$14,580.00
	Invoice	Date	Description	Amount	
	79	01/02/2018	MAINT SVC-JAN 2018	$14,580.00	
67957	01/25/2018			**BLAKE AIR CONDITIONING**	$1,419.00
	Invoice	Date	Description	Amount	
	M41233	12/22/2017	QTRLY A/C MAINT-CITY HALL	$1,419.00	

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67958	01/25/2018			**BRAVO SIGN & DESIGN INC**	$365.00
	Invoice	Date	Description	Amount	
	170319	01/08/2018	PROF SVC-LETTERING ON GLASS COI LOGO	$365.00	
67959	01/25/2018			**BROWN RUDNICK, LLP**	$30,016.20
	Invoice	Date	Description	Amount	
	727570	01/01/2018	PROF SVC-DEC 2017	$30,016.20	
67960	01/25/2018			**CDW GOVERNMENT LLC**	$2,908.39
	Invoice	Date	Description	Amount	
	LDS6255	12/18/2017	COMPUTER EQUIPMENT	$478.90	
	LDZ4242	12/19/2017	COMPUTER EQUIPMENT	$2,429.49	
67961	01/25/2018			**CINTAS CORPORATION LOC 693**	$64.64
	Invoice	Date	Description	Amount	
	693820918	12/29/2017	DOOR MATS	$35.00	
	693822946	01/05/2018	DOOR MATS WITH LOGO	$29.64	
67962	01/25/2018			**CITY OF INDUSTRY DISPOSAL CO.**	$2,239.52
	Invoice	Date	Description	Amount	
	3123342	12/31/2017	DISP SVC-15644 NELSON AVE	$28.17	
	3123337	12/31/2017	DISP SVC-14362 PROCTOR AVE	$84.51	
	3123378	12/31/2017	DISP SVC-16212 TEMPLE AVE	$84.51	
	3123377	12/31/2017	DISP SVC-14310 PROCTOR AVE	$84.51	
	3123376	12/31/2017	DISP SVC-16200 TEMPLE AVE	$84.51	
	3123375	12/31/2017	DISP SVC-15236 VALLEY BLVD	$169.02	
	3123374	12/31/2017	DISP SVC-138 TURNBULL CYN RD	$28.17	
	3123373	12/31/2017	DISP SVC-132 TURNBULL CYN RD	$28.17	
	3123372	12/31/2017	DISP SVC-130 TURNBULL CYN RD	$28.17	
	3123371	12/31/2017	DISP SVC-17229 CHESTNUT ST	$84.51	

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3123370	12/31/2017	DISP SVC-15722 NELSON AVE	$28.17
3123369	12/31/2017	DISP SVC-20137 E WALNUT DR S	$28.17
3123368	12/31/2017	DISP SVC-14063 PROCTOR AVE	$84.51
3123367	12/31/2017	DISP SVC-134 TURNBULL CYN RD	$28.17
3123366	12/31/2017	DISP SVC-15652 NELSON AVE	$28.17
3123365	12/31/2017	DISP SVC-15714 NELSON AVE	$28.17
3123364	12/31/2017	DISP SVC-16224 HANDORF RD	$28.17
3123363	12/31/2017	DISP SVC-16238 HANDORF RD	$28.17
3123362	12/31/2017	DISP SVC-16227 HANDORF RD	$28.17
3123361	12/31/2017	DISP SVC-16217 HANDORF RD	$56.34
3123360	12/31/2017	DISP SVC-16218 HANDORF RD	$28.17
3123359	12/31/2017	DISP SVC-16220 HANDORF RD	$84.51
3123358	12/31/2017	DISP SVC-16242 HANDORF RD	$56.34
3123357	12/31/2017	DISP SVC-16229 HANDORF RD	$28.17
3123356	12/31/2017	DISP SVC-16014 HILL ST	$28.17
3123355	12/31/2017	DISP SVC-16010 HILL ST	$56.34
3123354	12/31/2017	DISP SVC-16000 HILL ST	$28.17
3123353	12/31/2017	DISP SVC-15157 WALBROOK DR	$28.17
3123352	12/31/2017	DISP SVC-15151 PROCTOR AVE	$84.51
3123351	12/31/2017	DISP SVC-643 GIANO AVE	$56.34
3123350	12/31/2017	DISP SVC-257 TURNBULL CYN RD	$42.26
3123349	12/31/2017	DISP SVC-15634 NELSON AVE	$28.17
3123348	12/31/2017	DISP SVC-15736 NELSON AVE	$28.17
3123347	12/31/2017	DISP SVC-16020 HILL ST	$28.17
3123346	12/31/2017	DISP SVC-210 S 9TH AVE	$56.34
3123345	12/31/2017	DISP SVC-754 S 5TH AVE	$56.34
3123344	12/31/2017	DISP SVC-6289 GIANO AVE	$56.34
3123343	12/31/2017	DISP SVC-15626 NELSON AVE	$28.17
3123341	12/31/2017	DISP SVC-15730 NELSON AVE	$28.17
3123340	12/31/2017	DISP SVC-507 TURNBULL CYN RD	$56.34
3123339	12/31/2017	DISP SVC-15702 NELSON AVE	$28.17

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	3123338	12/31/2017	DISP SVC-15710 NELSON AVE	$28.17	
	3123336	12/31/2017	DISP SVC-16000 TEMPLE AVE	$140.85	
	3123335	12/31/2017	DISP SVC-3226 GILMAN RD	$84.51	
67963	01/25/2018			**CITY OF INDUSTRY-PAYROLL ACCT**	$150,000.00
	Invoice	Date	Description	Amount	
	P/R 1/15/18	01/17/2018	REIMBURSE FOR PAYROLL 1/15/18	$150,000.00	
67964	01/25/2018			**CITY OF INDUSTRY-REFUSE**	$9,313.17
	Invoice	Date	Description	Amount	
	3121207	12/31/2017	DISP SVC-1123 HATCHER	$2,791.56	
	3121911	01/01/2018	DISP SVC-TONNER CYN/MAINT YD	$1,001.39	
	3121912	01/01/2018	DISP SVC-CITY HALL	$313.42	
	3121913	01/01/2018	STORAGE BOX RENTAL-TONNER CYN	$300.00	
	3121914	01/01/2018	DISP SVC-TRES HERMANOS	$144.83	
	3122149	01/01/2018	DISP SVC-841 7TH AVE	$192.82	
	3122148	01/01/2018	DISP SVC-205 N. HUDSON	$192.82	
	3122448	01/01/2018	DISP SVC-CITY BUS STOPS	$4,376.33	
67965	01/25/2018			**CNC ENGINEERING**	$33,811.72
	Invoice	Date	Description	Amount	
	456443	12/06/2017	TRES HERMANOS GENERAL ENGINEERING	$517.41	
	456492	01/11/2018	TRES HERMANOS GENERAL ENGINEERING	$1,121.06	
	456497	01/11/2018	UNRUH AVE AND DON JULIAN RECONSTRUCTION	$776.12	
	456494	01/11/2018	AJAX AVE STORM DRAIN	$2,959.82	
	456491	01/11/2018	NPDES STORM WATER	$2,631.72	
	456486	01/11/2018	GENERAL ENGINEERING SVC 12/18/17-1/7/18	$3,273.61	
	456495	01/11/2018	VARIOUS ASSIGNMENTS RELATED TO SA	$22,531.98	
67966	01/25/2018			**CORELOGIC INFORMATION**	$192.50
	Invoice	Date	Description	Amount	

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CITY.WF.CHK - City General Wells Fargo						
	81858118	12/31/2017	GEOGRAPHIC PKG-DEC 2017		$192.50	
67967	01/25/2018			**D M V RENEWAL**		$222.00
	Invoice	Date	Description		Amount	
	7C21316-18	01/04/2018	REGISTRATION RENEWAL-LIC 7C21316		$222.00	
67968	01/25/2018			**DAPEER, ROSENBLIT, AND LITVAK,**		$6,101.07
	Invoice	Date	Description		Amount	
	13962	11/30/2017	LEGAL SVC-CODE ENFORCEMENT		$3,910.67	
	13963	11/30/2017	SPECIALIZED LEGAL SVC		$2,190.40	
67969	01/25/2018			**DIRECTV - FOR BUSINESS**		$10.24
	Invoice	Date	Description		Amount	
	33200314962	12/31/2017	RSN FEE		$10.24	
67970	01/25/2018			**EGOSCUE LAW GROUP**		$5,637.50
	Invoice	Date	Description		Amount	
	11830	01/04/2018	LEGAL SVC-FOLLOW'S CAMP		$5,637.50	
67971	01/25/2018			**ELEVATE PUBLIC AFFAIRS, LLC**		$21,505.00
	Invoice	Date	Description		Amount	
	1131	12/29/2017	PRINTING EXPENSES		$505.00	
	1125	12/29/2017	IMC STRATEGIC CONSULTING-NOV 2017		$6,000.00	
	1124	12/29/2017	MEDIA CONSULTING-NOV 2017		$15,000.00	
67972	01/25/2018			**ENCO UTILITY SERVICES**		$2,500.00
	Invoice	Date	Description		Amount	
	20-3-03-36	12/08/2017	CUSTOMER ACCOUNT SVC-NOV 2017		$2,500.00	
67973	01/25/2018			**EPOCH UNIVERSAL, INC.**		$12,957.25
	Invoice	Date	Description		Amount	

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CITY.WF.CHK - City General Wells Fargo						
	99747	12/20/2017	COMPUTER SVC-IM & PRESENCE INTEGRATION		$2,448.50	
	99746	12/20/2017	COMPUTER SVC-UC UPGRADE		$4,291.00	
	99743	12/19/2017	COMPUTER SVC-CISCO SMARTNET RENEWAL		$5,217.75	
	99689	11/15/2017	AGRMT 11/17 PRE-PAID BLOCK TIME		$1,000.00	
67974	01/25/2018			**FIRST AMERICAN DATA TREE, LLC**		$600.00
	Invoice	Date	Description		Amount	
	20043651017	10/31/2017	PROPERTY DATA INFORMATION		$200.00	
	20043651117	11/30/2017	PROPERTY DATA INFORMATION		$200.00	
	20043651217	12/31/2017	PROPERTY DATA INFORMATION		$200.00	
67975	01/25/2018			**FUEL PROS, INC.**		$525.00
	Invoice	Date	Description		Amount	
	33512	12/31/2017	IH FUEL STN MAINT		$150.00	
	33761	12/21/2017	IH FUEL STN MAINT		$225.00	
	33265	11/27/2017	IH FUEL STN MAINT		$150.00	
67976	01/25/2018			**GMS ELEVATOR SERVICES, INC**		$138.00
	Invoice	Date	Description		Amount	
	00090270	01/01/2018	MONTHLY ELEVATOR SVC-CITY HALL		$138.00	
67977	01/25/2018			**GREATER LOS ANGELES AREA**		$1,977.24
	Invoice	Date	Description		Amount	
	11/2017	11/30/2017	TONNER CYN WATER CHARGES-NOV 2017		$1,977.24	
67978	01/25/2018			**HADDICK'S AUTO BODY**		$160.00
	Invoice	Date	Description		Amount	
	H-80543	01/03/2018	TOWING SVC-LIC 1210025		$160.00	
67979	01/25/2018			**HAGERTY, MARIA L.**		$2,049.08
	Invoice	Date	Description		Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	FALL17-SPRING18	01/04/2018	REIMBURSEMENT FOR TUITION/BOOKS	$2,049.08	
67980	01/25/2018			**HEDMAN - L A**	$545.49
	Invoice	Date	Description	Amount	
	5321A	12/27/2017	REPAIR OF TIME STAMP	$310.49	
	5233A	07/27/2017	CHECK WRITER MAINT AGRMT 8/13/17-8/12/18	$235.00	
67981	01/25/2018			**HISTORICAL RESOURCES, INC.**	$57,682.12
	Invoice	Date	Description	Amount	
	01/11/18	01/11/2018	AGRMT REIMBURSEMENT FOR DEC 2017	$55,554.02	
	01/11/18-A	01/11/2018	REIMBURSEMENT FOR OFFICE SUPPLIES	$79.92	
	01/11/18-B	01/11/2018	REIMBURSEMENT FOR F&M CREDIT CARD	$2,048.18	
67982	01/25/2018			**INDUSTRY MANUFACTURERS**	$46,356.72
	Invoice	Date	Description	Amount	
	NOVEMBER 2017	12/29/2017	EXPENSE REIMBURSEMENT-NOV 2017	$46,356.72	
67983	01/25/2018			**INDUSTRY SECURITY SERVICES**	$52,442.64
	Invoice	Date	Description	Amount	
	14-21977	01/05/2018	SECURITY SVC-TRES HERMANOS	$2,355.44	
	14-21979	01/05/2018	VEHICLE FUEL-TRES HERMANOS	$758.72	
	14-21899	12/22/2017	SECURITY SVC 12/15-12/21/17	$14,423.68	
	14-21975	01/05/2018	SECURITY SVC 12/29/17-1/4/18	$15,265.28	
	14-21940	12/29/2017	SECURITY SVC 12/22-12/28/17	$15,265.28	
	14-21901	12/22/2017	SECURITY SVC-TRES HERMANOS	$2,187.12	
	14-21942	12/29/2017	SECURITY SVC-TRES HERMANOS	$2,187.12	
67984	01/25/2018			**INDUSTRY TIRE SERVICE**	$329.85
	Invoice	Date	Description	Amount	
	0279045	12/20/2017	NEW TIRE-LIC 7C21316	$239.85	
	0279232	01/04/2018	TIRE REPAIR-BACKHOE	$90.00	

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
67985	01/25/2018			IRRI-CARE PLUMBING & BACKFLOW	$120.00
	Invoice	Date	Description	Amount	
	8441	12/26/2017	BACKFLOW TESTING-EXPO CENTER	$120.00	
67986	01/25/2018			JANUS PEST MANAGEMENT	$2,681.00
	Invoice	Date	Description	Amount	
	194466	12/11/2017	PEST SVC-CITY HALL	$145.00	
	194448	12/22/2017	PEST SVC-TONNER CYN	$102.00	
	194467	12/11/2017	PEST SVC-IMC	$145.00	
	194453	12/22/2017	PEST SVC-TONNER CYN	$75.00	
	194449	12/22/2017	PEST SVC-TONNER CYN	$122.00	
	194468	12/11/2017	PEST SVC-15660 STAFFORD	$85.00	
	194469	12/11/2017	PEST SVC-15559 RAUSCH RD	$85.00	
	194498	12/22/2017	PEST SVC-OLD BREA CYN RD	$168.00	
	194497	12/06/2017	PEST SVC-OLD BREA CYN RD	$168.00	
	194748	01/01/2018	PEST SVC-OLD BREA CYN RD	$580.00	
	190743	07/31/2017	PEST SVC-OLD BREA CYN RD	$1,006.00	
67987	01/25/2018			JMDiaz, Inc.	$193,342.65
	Invoice	Date	Description	Amount	
	013 (17-203)	12/31/2017	STAFF AUGMENTATION-DEC 2017	$193,342.65	
67988	01/25/2018			KLINE'S PLUMBING, INC.	$265.00
	Invoice	Date	Description	Amount	
	10563	12/29/2017	EMERGENCY CALL-CITY HALL	$265.00	
67989	01/25/2018			L A COUNTY SHERIFF'S	$795,143.39
	Invoice	Date	Description	Amount	
	182077CY	01/04/2018	SHERIFF CONTRACT-DEC 2017	$795,143.39	

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WELLS FARGO BANK
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Check	Date			Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Date / Invoice	Date	Description	Payee Name / Amount	Check Amount
67990	01/25/2018			LA PUENTE VALLEY COUNTY	$285.28
	Invoice	Date	Description	Amount	
	BS;12-17	12/20/2017	WATER MONITORING-BOY SCOUTS RESERVOIR	$285.28	
67991	01/25/2018			LANG, HANSEN, O'MALLEY &	$25,000.00
	Invoice	Date	Description	Amount	
	6761	01/05/2018	LEGISLATIVE SVC-JAN 2018	$25,000.00	
67992	01/25/2018			MERRITT'S ACE HARDWARE	$34.76
	Invoice	Date	Description	Amount	
	102897	01/03/2018	MISC SUPPLIES-CITY HALL	$16.62	
	102488	12/09/2017	MISC SUPPLIES-HOMESTEAD	$18.14	
67993	01/25/2018			MICHAEL BAKER INTERNATIONAL,	$5,925.00
	Invoice	Date	Description	Amount	
	1001068	01/06/2018	PLANNING SUPPORT-DEC 2017	$2,460.00	
	992201	10/04/2017	PLANNING SUPPORT-OCT 2017	$3,465.00	
67994	01/25/2018			MX GRAPHICS, INC.	$59.13
	Invoice	Date	Description	Amount	
	14360	12/21/2017	BLUEPRINT SVC-AZUSA/CHESTNUT PROJ	$59.13	
67995	01/25/2018			NELSON, WALTER	$350.00
	Invoice	Date	Description	Amount	
	PPWNFWH1	01/11/2018	HISTORY PRESENTATION-HOMESTEAD	$350.00	
67996	01/25/2018			NOBEL SYSTEMS, INC.	$57,792.50
	Invoice	Date	Description	Amount	
	14235	12/28/2017	GEOGRAPHIC INFORMATION SYSTEM	$57,792.50	
67997	01/25/2018			PACIFIC UTILITY INSTALLATION	$4,200.00

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Check	Date			Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo						
	Invoice	Date	Description		Amount	
	16335	12/28/2017	OPERATIONS/MAINT-SUBSTATION		$4,200.00	
67998	01/25/2018			**PITNEY BOWES, INC.**		$111.76
	Invoice	Date	Description		Amount	
	3101865108	12/30/2017	POSTAGE MACHINE ON FIRST FLOOR		$111.76	
67999	01/25/2018			**POST ALARM SYSTEMS**		$308.45
	Invoice	Date	Description		Amount	
	1028823	12/13/2017	ALARM REPAIR-HOMESTEAD		$308.45	
68000	01/25/2018			**R.F. DICKSON CO., INC.**		$17,594.06
	Invoice	Date	Description		Amount	
	2508926	12/31/2017	STREET & PARKING LOT SWEEPING		$17,594.06	
68001	01/25/2018			**RICOH USA, INC.**		$131.97
	Invoice	Date	Description		Amount	
	5051734208	12/20/2017	METER READING-FINANCE COPIER		$131.97	
68002	01/25/2018			**RICOH USA, INC.**		$304.40
	Invoice	Date	Description		Amount	
	57477216	12/23/2017	COPIER LEASE-IPUC		$304.40	
68003	01/25/2018			**ROBERTSON-BRYAN, INC.**		$1,667.50
	Invoice	Date	Description		Amount	
	12719	12/30/2017	ELECTRIC UTILITY OPERATIONS SUPPORT		$1,667.50	
68004	01/25/2018			**SAN GABRIEL VALLEY**		$67,678.85
	Invoice	Date	Description		Amount	
	CI122917	12/29/2017	LANDSCAPE AND MAINT SVC 12/1-12/15/17		$31,178.85	
	CI01092018	01/09/2018	REIMBURSEMENT-INDUSTRY HILLS TRAIL MAINT		$36,500.00	

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Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Date	Payee Name	Check Amount
68005	01/25/2018	SAN GABRIEL VALLEY NEWSPAPER	$3,434.80

Invoice	Date	Description	Amount
0011056008	12/22/2017	NOTICE OF PUBLIC HEARING-PLANNING	$479.20
0011032225	10/30/2017	PUBLICATION NOTICE FOR RFP-CITYWIDE USER	$407.44
0011054777	12/19/2017	PUBLICATION NOTICE FOR RFP-ELECTRICAL	$860.08
0011056740	12/25/2017	NOTICE INVITING BIDS-INDUSTRY TRAILS LIGHTING	$1,688.08

Check	Date	Payee Name	Check Amount
68006	01/25/2018	SAN GABRIEL VALLEY NEWSPAPER	$3,704.50

Invoice	Date	Description	Amount
0000359797	12/31/2017	MONTHLY ADVERTISING-HOMESTEAD	$3,704.50

Check	Date	Payee Name	Check Amount
68007	01/25/2018	SATSUMA LANDSCAPE & MAINT.	$110,842.73

Invoice	Date	Description	Amount
1217TA	12/29/2017	LANDSCAPE SVC-TEMPLE & AZUSA	$37,637.92
1217CH	12/29/2017	LANDSCAPE SVC-CIVIC FINANCE CENTER	$26,934.01
1217XROADS	12/29/2017	LANDSCAPE SVC-CROSSROADS PKY NORTH &	$22,377.60
1217CH-1	12/29/2017	LANDSCAPE SVC-VARIOUS AGENCY SITES	$23,893.20

Check	Date	Payee Name	Check Amount
68008	01/25/2018	SC FUELS	$22,195.31

Invoice	Date	Description	Amount
3480542	12/21/2017	FUEL FOR PUMPS AT INDUSTRY HILLS	$22,195.31

Check	Date	Payee Name	Check Amount
68009	01/25/2018	SCS FIELD SERVICES	$20,758.00

Invoice	Date	Description	Amount
0317178	12/31/2017	IH-MAINT LANDFILL GAS SYSTEM	$20,758.00

Check	Date	Payee Name	Check Amount
68010	01/25/2018	SO CAL INDUSTRIES	$90.34

Invoice	Date	Description	Amount
307424	12/29/2017	FENCE RENTAL-INDUSTRY HILLS	$90.34

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Check	Date			Payee Name		Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Date / Invoice	Date	Description	Payee Name	Amount	Check Amount
68011	01/25/2018			SPARKLETTS		$182.61
	Invoice	Date	Description		Amount	
	16916898 122217	12/22/2017	WATER/DISPENSER-CITY HALL		$182.61	
68012	01/25/2018			SQUARE ROOT GOLF &		$182,764.12
	Invoice	Date	Description		Amount	
	1323ELHM	12/29/2017	LANDSCAPE SVC-EL ENCANTO		$10,353.48	
	1324ELHM	12/29/2017	LANDSCAPE SVC-HOMESTEAD		$21,444.20	
	1325H	12/29/2017	LANDSCAPE SVC-VARIOUS CITY SITES		$142,082.44	
	1322ELHM	12/29/2017	LANDSCAPE SVC-VARIOUS CITY SITES		$8,884.00	
68013	01/25/2018			STAPLES BUSINESS ADVANTAGE		$1,486.91
	Invoice	Date	Description		Amount	
	8047913298	12/16/2017	OFFICE SUPPLIES		$1,486.91	
68014	01/25/2018			STATE COMPENSATION INS. FUND		$5,700.42
	Invoice	Date	Description		Amount	
	JANUARY 2018	01/03/2018	PREMIUM FOR 12/1/17-01/01/18		$5,700.42	
68015	01/25/2018			SYNCHRONY BANK/AMAZON		$803.48
	Invoice	Date	Description		Amount	
	S2SQC530	12/10/2017	MISC OFFICE AND IT SUPPLIES		$803.48	
68016	01/25/2018			TEC-REFRESH, INC.		$45,937.16
	Invoice	Date	Description		Amount	
	1065	12/29/2017	COMPUTER EQUIPMENT		$21,646.28	
	1064	12/29/2017	PROF SVC-HARDWARE INSTALL		$24,290.88	
68017	01/25/2018			TPX COMMUNICATIONS		$985.80
	Invoice	Date	Description		Amount	
	98614204-0	12/31/2017	INTERNET SVC-HOMESTEAD		$985.80	

CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date			Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Date			Payee Name	Check Amount
68018	01/25/2018			**U.S. BANK**	$5,000.00
	Invoice	Date	Description	Amount	
	4856875	12/22/2017	COI-ADMIN FEES FOR TAX REV BOND 2015A	$2,000.00	
	4856876	12/22/2017	COI-ADMIN FEES FOR TAX REV BOND 2015B	$3,000.00	
68019	01/25/2018			**UNDERGROUND SERVICE ALERT OF**	$52.90
	Invoice	Date	Description	Amount	
	1220170158	01/01/2018	DIG ALERTS	$52.90	
68020	01/25/2018			**UNIVERSITY OF LA VERNE**	$5,801.00
	Invoice	Date	Description	Amount	
	FALL17-SPRING18A	01/04/2018	TUITION BALANCE-FALL2017 & SPRING2018-MARIA	$5,801.00	
68021	01/25/2018			**VANGUARD CLEANING SYSTEMS,**	$995.00
	Invoice	Date	Description	Amount	
	50126	01/01/2018	JANITORIAL SVC-HOMESTEAD	$995.00	
68022	01/25/2018			**WEATHERITE SERVICE**	$999.00
	Invoice	Date	Description	Amount	
	L174891	12/17/2017	A/C MAINT-HOMESTEAD	$612.00	
	L175051	12/26/2017	A/C MAINT-CITY HALL	$387.00	
68023	01/25/2018			**WEGER, KRISTEN**	$151.50
	Invoice	Date	Description	Amount	
	12/22/17	12/22/2017	REIMBURSEMENT FOR CONSTRUCTION BOOKS	$151.50	
68024	01/25/2018			**WEST COAST ARBORISTS, INC.**	$700.00
	Invoice	Date	Description	Amount	
	1-3685	12/27/2017	TREE MAINT-HOMESTEAD	$700.00	

CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date			Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo						
68025	01/25/2018			WILLDAN ENGINEERING		$1,003.00
	Invoice	Date	Description		Amount	
	00615847	12/21/2017	ENGINEERING SVC-VARIOUS SITES		$1,003.00	

Checks	Status	Count	Transaction Amount
	Total	100	$2,405,461.17

CITY COUNCIL

ITEM NO. 6.2

HANDOUT ITEM
(To be Distributed Prior to Meeting)

CITY COUNCIL

ITEM NO. 7.1

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and City Council Members

FROM: Paul J. Philips, City Manager Paul J. Philips

STAFF: Danielle Chupa, Senior Energy Advisor, Cordoba Corporation

DATE: January 25, 2018

SUBJECT: Consideration of Resolution No. CC 2018-04 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A CAP-AND-TRADE REVENUE UTILIZATION POLICY FOR THE USE OF REVENUES FROM THE SALE OF ALLOCATED ALLOWANCES IN CALIFORNIA'S GREENHOUSE GAS CAP-AND-TRADE AUCTIONS

Background:

The California Legislature passed the Global Warming Solutions Act of 2006 (Assembly Bill 32) requiring California to reduce its greenhouse gas emissions ("GHGs") to 1990 levels by the year 2020. All programs developed under AB 32 contribute to the reductions needed to achieve this goal, and will deliver an overall 15 percent reduction in GHGs compared to the business-as-usual scenario in 2020 if California did nothing.

The California Air Resources Board ("CARB"), the regulatory body for the program, identified a Cap-and-Trade program as one of the strategies for California to employ to reduce the GHGs. The Cap-and-Trade Program is a key element of California's climate plan. It sets a statewide limit on sources responsible for 85 percent of California's GHGs, and establishes a price signal needed to drive long-term investment in cleaner fuels and more efficient use of energy. Under the program, an overall limit on GHGs from capped sectors was established and they are able to trade permits (allowances) to emit GHGs. The program is designed to provide covered entities the flexibility to seek out and implement the lowest cost options to reduce emissions.

CARB provides free allocations to a number of entities including electrical distribution utilities as part of the market based system. With a carbon market, a price on carbon is established for GHGs. The City's utility, the Industry Public Utilities Commission ("IPUC") is an electric distribution utility, and the City receives a direct allocation of greenhouse gas allowances annually. The allocations are sold on the market and the proceeds from the auctions must be used to benefit ratepayers and achieve GHG reductions.

The program started in January 2012 with an enforceable compliance obligation beginning with the 2013 emissions. Each electric distribution utility was provided the free allocations from 2013 to 2020. The City received the following allowances per year:

2013	2014	2015	2016	2017	2018	2019	2020
8,722	8,892	9,057	9,110	9,278	9,179	9,212	9,155

These allocations are to be auctioned in the market and they result in annual proceeds of over $100,000 per year. To date, the City has received the following:

2013	2014	2015	2016	2017
$100,128.56	$107,593.20	$115,295.61	$115,970.30	$139,726.68

A Special Revenue Funds account has been setup by Finance to ensure the CARB proceeds are separated from other funds.

A Cap-and-Trade Revenue Utilization Policy has been written that outlines the permitted uses of the City's auction proceeds. Per the Policy, the following uses of the City's auction proceeds are currently permitted:

- Purchases or investment in renewable resources
- Investment in energy efficiency programs
- Investment in other carbon reduction activities
- Rebates to electric retail ratepayers
- Procurement of renewable energy credits

In recent correspondence with CARB, they have requested that the City provide a copy of the Resolution that memorializes the compliance obligations associated with receiving these allowances. Resolution CC 2018-04 implements the policy identifying the activities and programs that the City will fund and it will be provided to CARB to demonstrate compliance.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Staff recommends the City Council adopt:

Resolution No. CC 2018-04 of the City of Industry, California, Adopting a Cap-and-Trade Revenue Utilization Policy for the Use of Revenues from the Sale of Allocated Allowances in California's Greenhouse Gas Cap-and-Trade Auctions.

Exhibit:

A. Resolution No. CC 2018-04

EXHIBIT A

Resolution No. CC 2018-04

[Attached]

RESOLUTION NO. CC 2018-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A CAP-AND-TRADE REVENUE UTILIZATION POLICY FOR THE USE OF REVENUES FROM THE SALE OF ALLOCATED ALLOWANCES IN CALIFORNIA'S GREENHOUSE GAS CAP-AND-TRADE AUCTIONS

WHEREAS, AB 32, the California Global Warming Solutions Act of 2006, requires California to reduce its greenhouse gas emissions to 1990 levels by the year 2020; and

WHEREAS, the California Cap and Trade Program is a key element of California's Climate Plan which sets a statewide limit on sources responsible for 85% of California's greenhouse gas emissions and sets a price signal needed to drive long term investment in cleaner fuels and more efficient use of energy. The program is designed to provide covered entities (electric generators and large industrial facilities) the flexibility to seek out and implement the lowest cost options to reduce emissions; and

WHEREAS, the California Air Resources Board ("CARB") is the regulating authority administering the program by establishing an aggregate greenhouse gas allowance budget to covered entities and by providing a trading mechanism to conduct auctions for allowances; and

WHEREAS, CARB provides free allocations to a number of entities including electric distribution utilities; and

WHEREAS, the City's utility, the Industry Public Utilities Commission ("IPUC") is an electric distribution utility, and the City receives a direct allocation of greenhouse gas allowances from CARB; and

WHEREAS, the free allocations provided by CARB must be used for the benefit of the ratepayers and reduce the greenhouse gas emissions; and

WHEREAS, the City must disclose annually to CARB the final disposition of these allocations including the use of the auction proceeds for the benefit of the ratepayers; and

WHEREAS, the City desires to adopt this Resolution to implement a policy which identifies activities and programs the City will fund with the auction proceeds; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Council hereby adopts the Cap-and-Trade Revenue Utilization Policy ("Policy"), attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The City Council hereby directs the City Manager to do all things necessary to implement the Policy, and to comply with the provisions of AB 32 related thereto.

Section 4: The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 5: The City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on XXXX, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

____
Mark D. Radecki, Mayor

____
Diane M. Schlicting, Chief Deputy City Clerk

EXHIBIT A

CITY OF INDUSTRY CAP-AND-TRADE REVENUE UTILIZATION POLICY

This policy applies to the greenhouse gas ("GHG") emission allowances allocated free of charge from the California Air Resources Board ("CARB") to the City of Industry's ("City") electric distribution utility.

The City's Cap-and-Trade Revenue Utilization Policy is as follows:

1. The City shall abide by CARB's regulations by using the auction proceeds and allowance value obtained from the City's allocated allowances for the exclusive benefit of the City's electric retail ratepayers, consistent with the goals of the Global Warming Solutions Act, also known as Assembly Bill 32 ("AB 32"), and not for the benefit of entities or persons other than such ratepayers.

2. The following uses of the City's auction proceeds are currently permitted:
   a. Purchases or investment in renewable resources (outside the City of Industry or locally) for the electric portfolio;
   b. Investment in energy efficiency programs for the electric portfolio and retail customers;
   c. Investment in other carbon reduction activities, including those required to achieve a carbon-neutral electric portfolio; and
   d. Rebate to electric retail ratepayers
   e. Procurement of Renewable Energy Credits as it contributes to the reduction of greenhouse gas on the California electric grid (comes from a zero emission resource).

3. Allocated allowances may also be used to meet the City's electric utility's compliance obligations for electricity scheduled into the California Independent System Operator Markets, should state law eventually permit this action.

4. Council will receive annual reports on the allowance revenues and expenditures associated with complying with CARB regulations and this policy.

5. Additional Council approval will be required for any rebates to electric ratepayers proposed under this policy.

CITY COUNCIL

ITEM NO. 7.2

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager

STAFF: Roberto Ramirez, City Engineer, Cordoba Corporation
Joshua Nelson, Regional Vice President, CNC Engineering
James Cramsie, Project Manager, CNC Engineering

DATE: January 25, 2018

SUBJECT: Consideration of Award of Contract No. CITY-1437, IPD 236 Ajax Avenue Storm Drain Improvements, to GRBCON, Inc. in an amount not to exceed $289,490.00

Background:

The above project was authorized for solicitation of bids on August 10, 2017, for an estimated cost of $360,000.00. The purpose of the project is to construct a new storm drain in Ajax Avenue. The bid was posted on November 6, 2017 in the City's PlanetBids™ vendor portal and an email notification was sent to 40 registered vendors. The bid was viewed by 38 prospective bidders. The appropriate trade journals were notified on November 6, 2017. The bid was advertised on November 8, 2017 and November 15, 2017 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until November 30, 2017 at 1:00 p.m. in the City's Planetbids™ vendor portal.

Discussion:

The bid process closed on December 19, 2017 at 10:00 a.m. Seventeen (17) contractors submitted bids for this project, via the City of Industry's PlanetBids™ vendor portal. The bids ranged from $273,509.00 to $519,425.00; the lowest apparent bidder being Excel Paving (PALP). After the bid opening we reviewed the bid packet submitted by Excel Paving (PALP) and found that they did not upload the bid proposal sheets. These sheets inclusive of sheet C-4 through C-11 include the bidder's signature pages, license affidavit, list of construction trades, and a non-collusion declaration. Due to this missing information we have found this bid to be non-responsive. Below is a table of all bidders and their prices, showing that GRBCON, Inc. is the lowest responsible bidder in the amount of $289,490.00.

The following table represents a summary of the bids received:

Bidder	Bid Price
PALP*	$273,509.00
GRBCON, Inc.	$289,490.00
GCI Construction, Inc.	$289,991.00
Cedro Construction, Inc.	$296,943.00
Sully-Miller	$297,000.00
Kordich Construction	$314,606.00
T.E. Roberts, Inc.	$318,212.00
Christensen Brothers	$346,125.00
O'Duffy Bros., Inc.	$349,338.00
Vasilij Brothers	$356,017.96
SRD Engineering, Inc.	$359,642.00
Wright Construction	$371,624.20
Clarke Contracting	$372,125.00
Bali Construction, Inc.	$388,442.00
AMPCO Contraction, Inc.	$433,480.00
Atlas Underground	$519,425.00

*The PALP bid was determined to be non-responsive.

The Engineer's Estimate for this project was $360,000.00. The bid price from GRBCON, Inc. was $289,490.00 and was included in the 2017-2018 Capital Improvement Program Budget. A 10% contingency has been included with the bid price to account for potential and unforeseen project changes, and a 10% appropriation for contract administration and inspection; total cost of the appropriation will be $347,388.00.

The following table represents a project summary:

GRBCON, Inc.	$289,490.00
Contingency Allowance (10%)	$28,949.00
Contract Administration/Inspection (10%)	$28,949.00
Total Sources:	**$347,388.00**

Fiscal Impact:

Appropriate $347,388.00 from the General Fund to City Capital Improvements – Storm Drains - Construction Costs (Account No. 120.703.5205).

Recommendation:

1) City staff recommends that the City Council consider the results of the IPD 236 Ajax Avenue Storm Drain Improvements bid and award the bid to GRBCON, Inc.; and
2) Appropriate $347,388.00 from the General Fund to City Capital Improvements – Storm Drains - Construction Costs (Account No. 120.703.5205).

Exhibits:

A. Bid Results
B. Bid Schedule Packet (Pages C-4 through C-11) for GRBCON, Inc.
C. Contractor's State of California and Department of Industrial Relations License Detail

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PJP/CC/JN/JC:jv

EXHIBIT A

Bid Results

[Attached]

Bid Results for Project IPD 236, Ajax Avenue Storm Drain Improvements (CITY-1437)
Issued on 11/06/2017
Bid Due on December 19, 2017 10:00 AM (Pacific)
Exported on 12/19/2017

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Qty.	PALP - Unit Price	PALP - Line Total	GRBCON, Inc. - Unit Price	GRBCON, Inc. - Line Total	GCI Construction, Inc. - Unit Price	GCI Construction, Inc. - Line Total	Cedro Construction Inc - Unit Price	Cedro Construction Inc - Line Total
1	Section 1	Mobilization	LS	1	$19,899.00	$19,899.00	$48,024.00	$48,024.00	$30,000.00	$30,000.00	$27,955.00	$27,955.00
2	Section 1	Remove PCC Curb, Gutter, Local Depression and Base Material	LF	20	$76.00	$1,520.00	$95.00	$1,900.00	$67.00	$1,340.00	$99.00	$1,980.00
3	Section 1	Remove AC Pavement and Base Material	SF	4800	$5.00	$24,000.00	$1.50	$7,200.00	$5.80	$27,840.00	$3.00	$14,400.00
4	Section 1	Construction Pavement - 6" AC Pavement (B-PG 64-10)	TN	180	$155.00	$27,900.00	$252.00	$45,360.00	$150.00	$27,000.00	$261.00	$46,980.00
5	Section 1	Construction Pavement - 12" Crushed Aggregate Base or Caltrans Class II Aggregate Base	CY	178	$130.00	$23,140.00	$86.00	$15,308.00	$87.00	$15,486.00	$108.00	$19,224.00
6	Section 1	Remove and Reconstruct 8" Brick & Mortar Plug	EA	1	$800.00	$800.00	$590.00	$590.00	$1,000.00	$1,000.00	$1,560.00	$1,560.00
7	Section 1	Construct 24" RCP Pipe including bedding and backfill requirements	LF	575	$172.00	$98,900.00	$135.00	$77,625.00	$185.00	$106,375.00	$197.00	$113,275.00
8	Section 1	Construct 30" RCP Pipe including bedding and backfill requirements	LF	150	$230.00	$34,500.00	$174.00	$26,100.00	$192.00	$28,800.00	$202.00	$30,300.00
9	Section 1	Construct Junction Structure with Manhole per SPPWC Standard Plan 321-3	EA	3	$6,600.00	$19,800.00	$8,832.00	$26,496.00	$8,200.00	$24,600.00	$4,790.00	$14,370.00
10	Section 1	Construct PCC Collar per SPPWC Standard Plan 380-4	EA	1	$1,200.00	$1,200.00	$1,413.00	$1,413.00	$2,400.00	$2,400.00	$2,660.00	$2,660.00
11	Section 1	Construct Pipe to Existing Storm Drain (Case 3) Connection per SPPWC Standard Plan 335-2	EA	1	$2,000.00	$2,000.00	$9,238.00	$9,238.00	$1,800.00	$1,800.00	$3,965.00	$3,965.00
12	Section 1	Furnish and Install Connector Pipe Screen (CPS)	EA	3	$950.00	$2,850.00	$708.00	$2,124.00	$650.00	$1,950.00	$1,345.00	$4,035.00
13	Section 1	Construct Curb Opening Catch Basin per SPPWC Standard Plan 300-3	EA	1	$8,000.00	$8,000.00	$14,842.00	$14,842.00	$10,000.00	$10,000.00	$7,290.00	$7,290.00
14	Section 1	Construct Local Depression per City Standard Plan 212	EA	1	$2,000.00	$2,000.00	$6,146.00	$6,146.00	$3,100.00	$3,100.00	$1,600.00	$1,600.00
15	Section 1	Reconnect Curb Drain	EA	1	$900.00	$900.00	$1,180.00	$1,180.00	$500.00	$500.00	$811.00	$811.00
16	Section 1	Repair Catch Basin (allowance of $5,000)	AL	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
17	Section 1	Seal Holes with concrete in Existing Catch Basin	LS	1	$1,100.00	$1,100.00	$944.00	$944.00	$2,800.00	$2,800.00	$1,538.00	$1,538.00
					Subtotal	$273,509.00		$289,490.00		$289,991.00		$296,943.00
					Total	$273,509.00		$289,490.00		$289,991.00		$296,943.00

Bid Results for Project IPD 236, Ajax Avenue Storm Drain Improvements (CITY-1437)
Issued on 11/06/2017
Bid Due on December 19, 2017 10:00 AM (Pacific)
Exported on 12/19/2017

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Qty.	SULLY-MILLER CONTRACTING COMPANY - Unit Price	SULLY-MILLER CONTRACTING COMPANY - Line Total	KORDICH CONST INC. - Unit Price	KORDICH CONST INC. - Line Total	T.E. Roberts, Inc. - Unit Price	T.E. Roberts, Inc. - Line Total	Christensen Brothers General Engineering - Unit Price	Christensen Brothers General Engineering - Line Total
1	Section 1	Mobilization	LS	1	$25,121.00	$25,121.00	$8,000.00	$8,000.00	$25,900.00	$25,900.00	$50,000.00	$50,000.00
2	Section 1	Remove PCC Curb, Gutter, Local Depression and Base Material	LF	20	$54.00	$1,080.00	$100.00	$2,000.00	$161.00	$3,220.00	$30.00	$600.00
3	Section 1	Remove AC Pavement and Base Material	SF	4800	$7.00	$33,600.00	$5.00	$24,000.00	$1.25	$6,000.00	$5.00	$24,000.00
4	Section 1	Construction Pavement - 6" AC Pavement (B-PG 64-10)	TN	180	$129.00	$23,220.00	$80.00	$14,400.00	$241.00	$43,380.00	$150.00	$27,000.00
5	Section 1	Construction Pavement - 12" Crushed Aggregate Base or Caltrans Class II Aggregate Base	CY	178	$108.00	$19,224.00	$27.00	$4,806.00	$79.00	$14,062.00	$150.00	$26,700.00
6	Section 1	Remove and Reconstruct 8" Brick & Mortar Plug	EA	1	$1,200.00	$1,200.00	$1,000.00	$1,000.00	$3,000.00	$3,000.00	$500.00	$500.00
7	Section 1	Construct 24" RCP Pipe including bedding and backfill requirements	LF	575	$195.00	$112,125.00	$307.00	$176,525.00	$198.00	$113,850.00	$225.00	$129,375.00
8	Section 1	Construct 30" RCP Pipe including bedding and backfill requirements	LF	150	$230.00	$34,500.00	$310.00	$46,500.00	$246.00	$36,900.00	$255.00	$38,250.00
9	Section 1	Construct Junction Structure with Manhole per SPPWC Standard Plan 321-3	EA	3	$7,750.00	$23,250.00	$5,000.00	$15,000.00	$8,900.00	$26,700.00	$5,500.00	$16,500.00
10	Section 1	Construct PCC Collar per SPPWC Standard Plan 380-4	EA	1	$900.00	$900.00	$1,000.00	$1,000.00	$2,400.00	$2,400.00	$1,200.00	$1,200.00
11	Section 1	Construct Pipe to Existing Storm Drain (Case 3) Connection per SPPWC Standard Plan 335-2	EA	1	$3,100.00	$3,100.00	$3,000.00	$3,000.00	$5,100.00	$5,100.00	$4,000.00	$4,000.00
12	Section 1	Furnish and Install Connector Pipe Screen (CPS)	EA	3	$700.00	$2,100.00	$625.00	$1,875.00	$4,400.00	$13,200.00	$2,500.00	$7,500.00
13	Section 1	Construct Curb Opening Catch Basin per SPPWC Standard Plan 300-3	EA	1	$8,800.00	$8,800.00	$6,500.00	$6,500.00	$11,000.00	$11,000.00	$7,500.00	$7,500.00
14	Section 1	Construct Local Depression per City Standard Plan 212	EA	1	$1,400.00	$1,400.00	$1,500.00	$1,500.00	$3,800.00	$3,800.00	$2,500.00	$2,500.00
15	Section 1	Reconnect Curb Drain	EA	1	$680.00	$680.00	$2,500.00	$2,500.00	$1,200.00	$1,200.00	$2,500.00	$2,500.00
16	Section 1	Repair Catch Basin (allowance of $5,000)	AL	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
17	Section 1	Seal Holes with concrete in Existing Catch Basin	LS	1	$1,700.00	$1,700.00	$1,000.00	$1,000.00	$3,500.00	$3,500.00	$3,000.00	$3,000.00
					Subtotal	$297,000.00		$314,606.00		$318,212.00		$346,125.00
					Total	$297,000.00		$314,606.00		$318,212.00		$346,125.00

Bid Results for Project IPD 236, Ajax Avenue Storm Drain Improvements (CITY-1437)
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Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Qty.	O'Duffy Bros inc. - Unit Price	O'Duffy Bros inc. - Line Total	Vasilj Inc - Unit Price	Vasilj Inc - Line Total	FRAIJO BROTHERS INC. - Unit Price	FRAIJO BROTHERS INC. - Line Total	SRD Engineering, Inc. - Unit Price	SRD Engineering, Inc. - Line Total
1	Section 1	Mobilization	LS	1	$50,000.00	$50,000.00	$24,000.00	$24,000.00	$24,794.00	$24,794.00	$27,600.00	$27,600.00
2	Section 1	Remove PCC Curb, Gutter, Local Depression and Base Material	LF	20	$100.00	$2,000.00	$100.00	$2,000.00	$21.54	$430.80	$190.00	$3,800.00
3	Section 1	Remove AC Pavement and Base Material	SF	4800	$3.80	$18,240.00	$4.00	$19,200.00	$3.45	$16,560.00	$7.70	$36,960.00
4	Section 1	Construction Pavement - 6" AC Pavement (B-PG 64-10)	TN	180	$350.00	$63,000.00	$270.00	$48,600.00	$353.05	$63,549.00	$246.00	$44,280.00
5	Section 1	Construction Pavement - 12" Crushed Aggregate Base or Caltrans Class II Aggregate Base	CY	178	$76.00	$13,528.00	$60.00	$10,680.00	$156.97	$27,940.66	$134.00	$23,852.00
6	Section 1	Remove and Reconstruct 8" Brick & Mortar Plug	EA	1	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$2,300.00	$2,300.00	$1,120.00	$1,120.00
7	Section 1	Construct 24" RCP Pipe including bedding and backfill requirements	LF	575	$180.00	$103,500.00	$265.00	$152,375.00	$234.60	$134,895.00	$220.00	$126,500.00
8	Section 1	Construct 30" RCP Pipe including bedding and backfill requirements	LF	150	$270.00	$40,500.00	$285.00	$42,750.00	$250.70	$37,605.00	$330.00	$49,500.00
9	Section 1	Construct Junction Structure with Manhole per SPPWC Standard Plan 321-3	EA	3	$5,610.00	$16,830.00	$8,000.00	$24,000.00	$7,118.50	$21,355.50	$7,900.00	$23,700.00
10	Section 1	Construct PCC Collar per SPPWC Standard Plan 380-4	EA	1	$1,250.00	$1,250.00	$1,500.00	$1,500.00	$920.00	$920.00	$1,290.00	$1,290.00
11	Section 1	Construct Pipe to Existing Storm Drain (Case 3) Connection per SPPWC Standard Plan 335-2	EA	1	$5,000.00	$5,000.00	$3,000.00	$3,000.00	$2,702.50	$2,702.50	$3,400.00	$3,400.00
12	Section 1	Furnish and Install Connector Pipe Screen (CPS)	EA	3	$3,330.00	$9,990.00	$1,000.00	$3,000.00	$1,725.00	$5,175.00	$860.00	$2,580.00
13	Section 1	Construct Curb Opening Catch Basin per SPPWC Standard Plan 300-3	EA	1	$8,000.00	$8,000.00	$10,000.00	$10,000.00	$10,925.00	$10,925.00	$6,100.00	$6,100.00
14	Section 1	Construct Local Depression per City Standard Plan 212	EA	1	$3,500.00	$3,500.00	$1,250.00	$1,250.00	$2,875.00	$2,875.00	$860.00	$860.00
15	Section 1	Reconnect Curb Drain	EA	1	$500.00	$500.00	$500.00	$500.00	$575.00	$575.00	$1,150.00	$1,150.00
16	Section 1	Repair Catch Basin (allowance of $5,000)	AL	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$1,690.50	$1,690.50	$5,000.00	$5,000.00
17	Section 1	Seal Holes with concrete in Existing Catch Basin	LS	1	$7,500.00	$7,500.00	$1,000.00	$1,000.00	$1,725.00	$1,725.00	$1,950.00	$1,950.00
					Subtotal	$349,338.00		$349,855.00		$356,017.96		$359,642.00
					Total	$349,338.00		$349,855.00		$356,017.96		$359,642.00

Bid Results for Project IPD 236, Ajax Avenue Storm Drain Improvements (CITY-1437)
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Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Qty.	Wright Construction Engineering Corp. - Unit Price	Wright Construction Engineering Corp. - Line Total	Clarke Contracting Corporation - Unit Price	Clarke Contracting Corporation - Line Total	Bali Construction, Inc. - Unit Price	Bali Construction, Inc. - Line Total	AMPCO Contracting, Inc. - Unit Price	AMPCO Contracting, Inc. - Line Total
1	Section 1	Mobilization	LS	1	$40,000.00	$40,000.00	$37,000.00	$37,000.00	$18,000.00	$18,000.00	$45,000.00	$45,000.00
2	Section 1	Remove PCC Curb, Gutter, Local Depression and Base Material	LF	20	$125.00	$2,500.00	$40.00	$800.00	$150.00	$3,000.00	$100.00	$2,000.00
3	Section 1	Remove AC Pavement and Base Material	SF	4800	$3.00	$14,400.00	$2.00	$9,600.00	$5.00	$24,000.00	$5.00	$24,000.00
4	Section 1	Construction Pavement - 6" AC Pavement (B-PG 64-10)	TN	180	$225.69	$40,624.20	$230.00	$41,400.00	$369.00	$66,420.00	$160.00	$28,800.00
5	Section 1	Construction Pavement - 12" Crushed Aggregate Base or Caltrans Class II Aggregate Base	CY	178	$75.00	$13,350.00	$150.00	$26,700.00	$186.00	$33,108.00	$35.00	$6,230.00
6	Section 1	Remove and Reconstruct 8" Brick & Mortar Plug	EA	1	$2,500.00	$2,500.00	$1,500.00	$1,500.00	$642.00	$642.00	$2,000.00	$2,000.00
7	Section 1	Construct 24" RCP Pipe including bedding and backfill requirements	LF	575	$300.00	$172,500.00	$275.00	$158,125.00	$248.00	$142,600.00	$378.00	$217,350.00
8	Section 1	Construct 30" RCP Pipe including bedding and backfill requirements	LF	150	$325.00	$48,750.00	$345.00	$51,750.00	$328.00	$49,200.00	$428.00	$64,200.00
9	Section 1	Construct Junction Structure with Manhole per SPPWC Standard Plan 321-3	EA	3	$5,625.00	$16,875.00	$6,000.00	$18,000.00	$6,845.00	$20,535.00	$7,000.00	$21,000.00
10	Section 1	Construct PCC Collar per SPPWC Standard Plan 380-4	EA	1	$1,200.00	$1,200.00	$1,500.00	$1,500.00	$814.00	$814.00	$1,000.00	$1,000.00
11	Section 1	Construct Pipe to Existing Storm Drain (Case 3) Connection per SPPWC Standard Plan 335-2	EA	1	$2,300.00	$2,300.00	$4,300.00	$4,300.00	$2,291.00	$2,291.00	$3,500.00	$3,500.00
12	Section 1	Furnish and Install Connector Pipe Screen (CPS)	EA	3	$750.00	$2,250.00	$900.00	$2,700.00	$2,176.00	$6,528.00	$1,500.00	$4,500.00
13	Section 1	Construct Curb Opening Catch Basin per SPPWC Standard Plan 300-3	EA	1	$7,000.00	$7,000.00	$10,000.00	$10,000.00	$11,112.00	$11,112.00	$6,000.00	$6,000.00
14	Section 1	Construct Local Depression per City Standard Plan 212	EA	1	$625.00	$625.00	$1,500.00	$1,500.00	$3,264.00	$3,264.00	$1,000.00	$1,000.00
15	Section 1	Reconnect Curb Drain	EA	1	$750.00	$750.00	$750.00	$750.00	$1,130.00	$1,130.00	$900.00	$900.00
16	Section 1	Repair Catch Basin (allowance of $5,000)	AL	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
17	Section 1	Seal Holes with concrete in Existing Catch Basin	LS	1	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$798.00	$798.00	$1,000.00	$1,000.00
					Subtotal	$371,624.20		$372,125.00		$388,442.00		$433,480.00
					Total	$371,624.20		$372,125.00		$388,442.00		$433,480.00

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Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Qty.	Atlas Underground, Inc. - Unit Price	Atlas Underground, Inc. - Line Total
1	Section 1	Mobilization	LS	1	$15,850.00	$15,850.00
2	Section 1	Remove PCC Curb, Gutter, Local Depression and Base Material	LF	20	$60.00	$1,200.00
3	Section 1	Remove AC Pavement and Base Material	SF	4800	$8.00	$38,400.00
4	Section 1	Construction Pavement - 6" AC Pavement (B-PG 64-10)	TN	180	$325.00	$58,500.00
5	Section 1	Construction Pavement - 12" Crushed Aggregate Base or Caltrans Class II Aggregate Base	CY	178	$200.00	$35,600.00
6	Section 1	Remove and Reconstruct 8" Brick & Mortar Plug	EA	1	$1,200.00	$1,200.00
7	Section 1	Construct 24" RCP Pipe including bedding and backfill requirements	LF	575	$425.00	$244,375.00
8	Section 1	Construct 30" RCP Pipe including bedding and backfill requirements	LF	150	$460.00	$69,000.00
9	Section 1	Construct Junction Structure with Manhole per SPPWC Standard Plan 321-3	EA	3	$6,800.00	$20,400.00
10	Section 1	Construct PCC Collar per SPPWC Standard Plan 380-4	EA	1	$1,800.00	$1,800.00
11	Section 1	Construct Pipe to Existing Storm Drain (Case 3) Connection per SPPWC Standard Plan 335-2	EA	1	$2,200.00	$2,200.00
12	Section 1	Furnish and Install Connector Pipe Screen (CPS)	EA	3	$4,000.00	$12,000.00
13	Section 1	Construct Curb Opening Catch Basin per SPPWC Standard Plan 300-3	EA	1	$8,800.00	$8,800.00
14	Section 1	Construct Local Depression per City Standard Plan 212	EA	1	$1,800.00	$1,800.00
15	Section 1	Reconnect Curb Drain	EA	1	$800.00	$800.00
16	Section 1	Repair Catch Basin (allowance of $5,000)	AL	1	$5,000.00	$5,000.00
17	Section 1	Seal Holes with concrete in Existing Catch Basin	LS	1	$2,500.00	$2,500.00
					Subtotal	$519,425.00
					Total	$519,425.00

EXHIBIT B

Bid Schedule Packet (Pages C-4 through C-11) for GRBCON, Inc.

[Attached]

PLEASE NOTE THAT UNIT PRICES SHALL ONLY BE ENTERED ONLINE WITHIN THE PLANETBIDS™ SOFTWARE

SECTION C

BID SCHEDULE

FOR

CITY OF INDUSTRY
PROJECT NO. 437

IPD 236, AJAX AVENUE STORM DRAIN IMPROVEMENTS

CONTRACT NO. CITY-1437

BIDDER: GRBCON, Inc.

Hereby proposes to construct the above-named project in accordance with the plans and specifications for the following prices:

SCHEDULE OF WORK ITEMS

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
1.	Mobilization	1	LS		
2.	Remove PCC Curb, Gutter, Local Depression and Base Material	20	LF		
3.	Remove AC Pavement and Base Material	4,800	SF		
4.	Construction Pavement - 6" AC Pavement (B-PG 64-10)	180	TN		
5.	Construction Pavement -12" Crushed Aggregate Base or Caltrans Class II Aggregate Base	178	CY		
6.	Remove and Reconstruct 8" Brick & Mortar Plug	1	EA		
7.	Construct 24" RCP Pipe including bedding and backfill requirements	575	LF		
8.	Construct 30" RCP Pipe including bedding and backfill requirements	150	LF		
9.	Construct Junction Structure with Manhole per SPPWC Standard Plan 321-3	3	EA		
10.	Construct PCC Collar per SPPWC Standard Plan 380-4	1	EA		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
11.	Construct Pipe to Existing Storm Drain (Case 3) Connection per SPPWC Standard Plan 335-2	1	EA	[redacted]	[redacted]
12.	Furnish and Install Connector Pipe Screen (CPS)	3	EA	[redacted]	[redacted]
13.	Construct Curb Opening Catch Basin per SPPWC Standard Plan 300-3	1	EA	[redacted]	[redacted]
14.	Construct Local Depression per City Standard Plan 212	1	EA	[redacted]	[redacted]
15.	Reconnect Curb Drain	1	EA	[redacted]	[redacted]
16.	Repair Catch Basin (allowance of $5,000)	1	AL	[redacted]	[redacted]
17.	Seal Holes with concrete in Existing Catch Basin	1	LS	[redacted]	[redacted]
				GRAND TOTAL	[redacted]

I hereby certify that on 12 - 12, 2017, Kristion Grbavac (Print Name) examined the site of the proposed work, and the undersigned, fully understands the scope of work and has checked carefully all words and figures inserted in this Bid Schedule.

By:

GRBCON, Inc.
CONTRACTOR NAME

kgrbavac@grbcon.com
EMAIL ADDRESS

1000038691
DIR #

Kristion Grbavac
PRINT NAME

SIGNATURE

Bid Results for Project IPD 236, Ajax Avenue Storm Drain Improvements (CITY-1437)
Issued on 11/06/2017
Bid Due on December 19, 2017 10:00 AM (Pacific)

Line Items

Item Num	Section	Description	Unit of Measure	Quantity	GRBCON, Inc. Unit Price	GRBCON, Inc. Line Total
1	Section 1	Mobilization	LS	1	$48,024.00	$48,024.00
2	Section 1	Remove PCC Curb, Gutter, Local Depression and Base Material	LF	20	$95.00	$1,900.00
3	Section 1	Remove AC Pavement and Base Material	SF	4800	$1.50	$7,200.00
4	Section 1	Construction Pavement - 6" AC Pavement (B-PG 64-10)	TN	180	$252.00	$45,360.00
5	Section 1	Construction Pavement - 12" Crushed Aggregate Base or Caltrans Class II Aggregate Base	CY	178	$86.00	$15,308.00
6	Section 1	Remove and Reconstruct 8" Brick & Mortar Plug	EA	1	$590.00	$590.00
7	Section 1	Construct 24" RCP Pipe including bedding and backfill requirements	LF	575	$135.00	$77,625.00
8	Section 1	Construct 30" RCP Pipe including bedding and backfill requirements	LF	150	$174.00	$26,100.00
9	Section 1	Construct Junction Structure with Manhole per SPPWC Standard Plan 321-3	EA	3	$8,832.00	$26,496.00
10	Section 1	Construct PCC Collar per SPPWC Standard Plan 380-4	EA	1	$1,413.00	$1,413.00
11	Section 1	Construct Pipe to Existing Storm Drain (Case 3) Connection per SPPWC Standard Plan 335-2	EA	1	$9,238.00	$9,238.00
12	Section 1	Furnish and Install Connector Pipe Screen (CPS)	EA	3	$708.00	$2,124.00
13	Section 1	Construct Curb Opening Catch Basin per SPPWC Standard Plan 300-3	EA	1	$14,842.00	$14,842.00
14	Section 1	Construct Local Depression per City Standard Plan 212	EA	1	$6,146.00	$6,146.00
15	Section 1	Reconnect Curb Drain	EA	1	$1,180.00	$1,180.00
16	Section 1	Repair Catch Basin (allowance of $5,000)	AL	1	$5,000.00	$5,000.00
17	Section 1	Seal Holes with concrete in Existing Catch Basin	LS	1	$944.00	$944.00
					Subtotal	$289,490.00
					Total	**$289,490.00**

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On Dec 19, 2017 before me, Senka Grbavac, Notary Public (Here insert name and title of the officer)

personally appeared Kristion Grbavac,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SENKA GRBAVAC
Commission # 2066208
Notary Public - California
Los Angeles County
My Comm. Expires Apr 29, 2018

Senka Grbavac

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

____
(Title or description of attached document)

____
(Title or description of attached document continued)

Number of Pages _____ Document Date_________

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

  ____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _______________

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Los Angeles }

On Dec 17, 2017 before me, Senka Grbavac, Notary Public (Here insert name and title of the officer)

personally appeared Kristion Grbavac,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(~~ies~~), and that by his/her/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Senka Grbavac

Notary Public Signature (Notary Public Seal)

SENKA GRBAVAC
Commission # 2066208
Notary Public - California
Los Angeles County
My Comm. Expires Apr 29, 2018

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

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(Title or description of attached document continued)

Number of Pages _____ Document Date_________

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

  _____________ (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____________

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- Securely attach this document to the signed document with a staple.

BIDDER'S INFORMATION SHEET

- Receipt of any addenda shall be acknowledged only online through the PlanetBids™ software.

RETENTION MONEY OPTION: Please initial **one** of the following options.

______ (Initials) 1. I will provide securities in lieu of monies to be withheld to ensure performance under the contract as per Paragraph 65, General Provisions.

KG (Initials) 2. I will not provide securities in lieu of monies to ensure performance under the contract.

The undersigned, as bidder, declares as follows:

1. The only persons or parties interested in this proposal as principals are those named herein;
2. This proposal is made without collusion with any other person, firm or corporation;
3. We have carefully examined the location of the proposed work, the attached proposed form of contract, and the plans therein referred to; and
4. We propose and agree, if this Proposal is accepted, that we will contract with the City of Industry in the form of the copy of the contract attached hereto;
5. We will provide all necessary machinery, tools, apparatus and other means of construction;
6. We will do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the City Engineer as therein set forth; and
7. This bid is sufficient to allow us to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided; and
8. We will take in full payment therefore in the amounts shown on the Bid Schedule.

IN WITNESS WHEREOF, Bidder executes and submits this proposal with the names, titles, hands, and seals of all aforenamed principals this 19th day of December, 2017.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

GRBCON, Inc. Bidder	Signature
5114 Elton St. KG ~~Baldwin Park, CA. 91706~~ Mailing Address	Kristion Grbavac Print Name
Baldwin Park, CA, 91706 City/State/Zip	CEO Title
(626) 699 - 2380 Telephone	1012408 A / C-42 License No./Class
(626) 699 - 2457 Fax	3-31-2018 Expiration Date

Underline one of the following: The Bidder is a (Partnership)/(Corporation)/(Individual).

The names of all persons, firms or corporations interested in this bid are: (See Section B, Page B-2, and Item 4 - Signature of Bid).

AFFIX CORPORATE SEAL

Kristion G. Grbavac, CEO

Gordon A. Grbavac, VP

Gordon Grbavac, Sr. VP + RMO

Note: All signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

CITY OF INDUSTRY
PROJECT NO. 437

IPD 236, AJAX AVENUE STORM DRAIN IMPROVEMENTS

CONTRACT NO. CITY-1437

Kristion Grbavac, being first duly sworn, deposes and says that
Name

he or she is CEO, of GRBCON, Inc.,
Title Name of Firm

1012408
License Number

A, C-42
Classification

3-31-18
Expiration Date

The party making the foregoing bid, is a licensed contractor and understands the information shown above shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the CITY OF INDUSTRY.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

12-19-17
DATE

SIGNATURE

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Los Angeles }

On Dec 19, 2017 before me, Senka Grbavac, Notary Public,
(Here insert name and title of the officer)

personally appeared Gordon A. Grbavac,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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WITNESS my hand and official seal.

SENKA GRBAVAC
Commission # 2066208
Notary Public - California
Los Angeles County
My Comm. Expires Apr 29, 2018

Senka Grbavac
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

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Number of Pages _____ Document Date_________

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- ☐ Corporate Officer

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(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____________

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BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 437

IPD 236, AJAX AVENUE STORM DRAIN IMPROVEMENTS

CONTRACT NO. CITY-1437

GRBCON, Inc. certifies that:
Bidder

The following listed construction trades will be used in the work.

Operating Engineers, Laborers, and Cement Masons

Signature of Authorized Representative of Bidder

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State of California }

County of Los Angeles }

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personally appeared Kristion Grbavac,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SENKA GRBAVAC
Commission # 2066208
Notary Public - California
Los Angeles County
My Comm. Expires Apr 29, 2018

Senka Grbavac

Notary Public Signature (Notary Public Seal)

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- ☐ Corporate Officer

  ________________ (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ________________

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NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. 437

IPD 236, AJAX AVENUE STORM DRAIN IMPROVEMENTS

CONTRACT NO. CITY-1437

CONTRACTOR:
GRBCON, Inc.

BUSINESS ADDRESS:
5114 Elton St.
Baldwin Park, CA. 91706

In submitting this bid for the project:

I, Kristian Grbavac, state that I have not directly or indirectly,
(Name)
entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the project.

I do hereby certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Baldwin Park California, this 19th day of December, 2017.

SIGNATURE

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Los Angeles }

On Dec 19, 2017 before me, Senka Grbavac, Notary Public, (Here insert name and title of the officer)

personally appeared Kristian G. Grbavac,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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WITNESS my hand and official seal.

SENKA GRBAVAC
Commission # 2066208
Notary Public - California
Los Angeles County
My Comm. Expires Apr 29, 2018

Senka Grbavac

Notary Public Signature (Notary Public Seal)

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- ☐ Corporate Officer

  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ________

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SUBCONTRACTORS LISTING

CITY OF INDUSTRY
PROJECT NO. 437

IPD 236, AJAX AVENUE STORM DRAIN IMPROVEMENTS

CONTRACT NO. CITY-1437

(See Paragraph 14 - Instructions to Bidders)

- Please note that subcontractors are to be submitted online only using the Planetbids™ software.

Bid Results for Project IPD 236, Ajax Avenue Storm Drain Improvements (CITY-1437)
Issued on 11/06/2017
Bid Due on December 19, 2017 10:00 AM (Pacific)

GRBCON, Inc. Subcontractors

Name	Description	License Num	Amount	Address	City	State	ZipCode	Country
Hardy & Harper, Inc	Asphalt Grind and Cap	215952	$16,560.00	1312 East Warner Ave	Santa Ana		92705	United States
West Pacific Concrete	Concrete Structures	1014531	$24,750.00	200 EBEVERLY BLVD	MONTEBELLO		90640	United States

Bond No. CSBA-6525

BID BOND

PROJECT NO. 1437
IPD 236, AJAX AVENUE STORM DRAIN IMPROVEMENTS
CONTRACT NO. CITY-1437

KNOW ALL MEN BY THESE PRESENTS that we Grbcon, Inc. as BIDDER, and SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Industry ("CITY"), in the penal sum of Ten Percent of Amount Bid [IN WORDS] dollars ($10%), which is 10 percent of the total amount bid by BIDDER to CITY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to CITY for the above-stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of CITY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of December, 2017

BIDDER:	SURETY:
Name: Grbcon, Inc.	Name: SureTec Insurance Company
Address: 5114 Elton Street	Address: 3131 Camino del Rio N., Suite 1450
Baldwin Park, CA 91706	San Diego, CA 92108
By: Kristion Grbavac, CEO	By: Arturo Ayala
Signature:	Signature:
Type Name and Title: Kristion Grbavac, CEO	Type Name and Title: Arturo Ayala, Attorney-in-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On December 15, 2017 before me, Adrian Benkert-Langrell, Notary Public
(insert name and title of the officer)

personally appeared Arturo Ayala,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ADRIAN BENKERT-LANGRELL
COMM. #2214263
Notary Public-California
ORANGE COUNTY
My Comm. Expires Sep 15,2021
FRS3

Signature [signature]
Adrian Benkert-Langrell

(Seal)

Bond No. CSBA-6525

POA #: 510023

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Andrew Waterbury, Shaunna Rozelle Ostrom, Michael Castaneda

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Fifteen Million and 00/100 Dollars ($15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 5/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 8th day of March, A.D. 2016

SURETEC INSURANCE COMPANY

SURETEC INSURANCE COMPANY TEXAS

By: ______________________
John Knox Jr., President

State of Texas ss:
County of Harris

On this 8th day of March, A.D. 2016 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

NOTARY PUBLIC STATE OF TEXAS
JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 15th day of December, 2017, A.D.

____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and hot the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On Dec 17, 2017 before me, Senka Grbavac, Notary Public (Here insert name and title of the officer)

personally appeared Kristion Grbavac,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Senka Grbavac

Notary Public Signature

SENKA GRBAVAC
Commission # 2066208
Notary Public - California
Los Angeles County
My Comm. Expires Apr 29, 2018

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

____

(Title or description of attached document)

____

(Title or description of attached document continued)

Number of Pages _____ Document Date_________

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

  ____

  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _______________

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is ~~/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT C

Contractor's State of California and Department of Industrial Relations License Detail

[Attached]

State of California
Department of Industrial Relations

Labor Law

Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

1000038691 Contractor Details

Contractor Information | Legal Entity Information | Workers' Compensation

Legal Name
GRBCON, INC.

Legal Entity Type
CORPORATION

Trade Name
PIPELINE CONTRACTOR
SEWER CONTRACTOR
STORM DRAIN CONTRACTOR
WATER SYSTEMS CONTRACTOR

License Number(s)
CSLB :1012408

Mailing Address
5114 ELTON ST
BALDWIN PARK, CA 91706

Physical Address
5114 ELTON ST
BALDWIN PARK, CA 91706

Email Address
KGRBAVAC@GRBCON.COM

Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Sea

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Ch

Enter at least one search criteria to display active registered public works contractor(s) m

Registration Year: Current Fiscal Year: 2017/18

PWC Registration Number: 1000038691

Contractor Legal Name: example: ABC COMPANY

License Number: example: 123456 Contractor Licen

County: Select County

Search Reset

Export as: Excel | PDF

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	GRBCON, INC.	1000038691	LOS ANGELES	BALDWIN PARK	06/28/2017	06/30/2018

v2.20160101

About DIR
Who we are
DIR Divisions, Boards & Commissions
Contact DIR

Work with Us
Jobs at DIR
Licensing, registrations, certifications & permits
Required Notifications
Public Records Requests

Learn More
Acceso al idioma
Frequently Asked Questions
Site Map

Back to Top
Conditions of Use
Privacy Policy
Disclaimer
Disability Accommodation
Standard Browser Usability Features
Site Help

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1012408

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 12/29/2017 3:03:15 PM

Business Information

GRBCON INC
5114 ELTON ST.
BALDWIN PARK, CA 91706
Business Phone Number:(626) 699-2380

Entity Corporation
Issue Date 03/28/2016
Expire Date **03/31/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C42 - SANITATION SYSTEM
A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESCO INSURANCE COMPANY.
Bond Number: 04WB073688
Bond Amount: $15,000
Effective Date: 03/07/2016

Bond of Qualifying Individual

The qualifying individual GORDON GRBAVAC certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 03/28/2016

Workers' Compensation

This license has workers compensation insurance with the HARTFORD FIRE INSURANCE COMPANY
Policy Number:51WEAAB2324
Effective Date: 07/18/2017
Expire Date: 07/18/2018
Workers' Compensation History

CITY COUNCIL

ITEM NO. 7.3

CITY OF INDUSTRY

TO: Honorable Mayor and Council Members

FROM: Paul J. Philips, City Manager

STAFF: Susan Paragas, Director of Finance/Acting City Treasurer

DATE: January 25, 2018

SUBJECT: Consideration of a Service Agreement with Tyler Technologies, Inc., for software to host the City's Enterprise Resources Planning (ERP) System in the amount of $161,221.00, from January 25, 2018 to January 25, 2021

BACKGROUND

The City of Industry's ("City") Enterprise Resources Planning (ERP) system, New World, is provided by Tyler Technologies ("Tyler") and integrates with the City's Finance department functions. On July 13, 2017, City Council adopted Resolution No. 2017-23, approving a standard software license, service and maintenance agreement with Tyler to add modules for the Human Resources/Payroll, and Community Development that includes the maintenance support services.

Currently, the City hosts its ERP system-the City owns and maintains the hardware and software for this ERP system in-house. The hardware for the system, including servers and network equipment, is at the end of its useful life. Excluding in-house maintenance and support, the City would have to address the following soon: new hardware, software updates, upgrades and licenses, and professional services for setup and installation support to refresh the infrastructure and should be assessed every four (4) to five (5) years.

Tyler offers a Software as a Services (SaaS) system known as Tyler Cloud. Utilizing Tyler Cloud would mean the City would no longer have to procure the needed hardware and software to support the City's ERP System because Tyler would be hosting the City's ERP System. This solution will address one of the most critical applications at the City and provide a cost effective application and systems infrastructure hosting that will bring systems up to date in a stable and reliable condition, provide security, and compliance with any required state or federal regulations.

DISCUSSION

The City currently runs an older version of Tyler New World on the City's existing hardware. Council recently approved to add the Human Resources/Payroll, Community Development and eSuite (Employee) applications to the ERP System that already includes the Financial applications. The City will need to purchase new hardware, software and various applications to host the ERP System efficiently.

Should the City continue to host, it is estimated that it will cost $161,541 for maintenance support, hardware, software and applications and disaster recovery costs for a three-year period. It is important to point out that this does not include staff time required to maintain and monitor the ERP System.

Staff is recommending that the City allows Tyler to host the City's ERP System at a cost of $161,221 for a three-year period. However, the City would no longer have to purchase hardware such as servers, routers, switches, firewall and software licenses associated with the ERP System. Upgrades are included, both for software and hardware for the length of the contract. Tyler will perform the required regular hardware patches and fixes. Tyler will also perform the required regular New World software updates, patches, fixes, and version upgrades as they are released in both the test and production environments and will perform routine database maintenance and regular indexing and rebuilding of database files. Additionally, the City would improve its disaster recovery procedures since with Tyler Cloud, the system is unaffected if the City's Data Center is down, and the ERP System could be accessed anywhere using any computer with an Internet connection.

Tyler specializes in the New World application and is staffed with necessary expertise in all areas of the ERP system; including server, application, database, and storage with 24x7 automation and staff monitoring with dedicated teams devoted to meeting and maintaining compliance. Finally, since security is complex and expensive, Tyler can leverage economy of scale to provide security beyond anything the City could probably do on its own.

The cost for Tyler Cloud includes the cost for the maintenance support services previously approved by Council on July 13, 2017. So, the additional cost to move to Tyler Cloud would be $69,180 for three years at an average of $21,727 per year. For FY 2017-2018, the additional cost would be a total of $27,211 which includes the $23,211 increase for the Cloud and a one-time fee of $4,000 to be a VPN fee.

The cost savings to have Tyler host the City's ERP System versus the City continuing to be the host, just for hardware and software related to the ERP System, is estimated at $320. However, savings are achieved from the valuable IT staff time where it can be spent focusing more on other projects and initiatives to improve the stability, reliability, and performance of the City's computing environment.

FISCAL IMPACT:

The fiscal impact for FY 2017-2018 is $27,211. A budget appropriation from the General Fund reserve balance is necessary for account #100-525-5695.01, General Fund-IT

Services-Computer Services. The budgets for FY 2018-2019 and FY 2019-2020 will be requested during the budget process.

RECOMMENDED ACTION:

Staff recommends the City Council:

(1) Approve the SaaS with Tyler to host the City's ERP System;

(2) Authorize the City Manager to execute the SaaS with Tyler; and

(3) Authorize an appropriation of $27,220 in the IT Division's FY 2017-2018 budget from the General Fund reserve balance.

ATTACHMENT:

1. Tyler Technologies Software as a Service Agreement
2. Cost Comparisons

CITY OF INDUSTRY

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("Agreement"), is made and entered into this 25th day of January 2018 ("Effective Date"), by and between the City of Industry ("City"), a municipal corporation, and Tyler Technologies, Inc. ("Tyler"), a Delaware corporation. The City and Tyler are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City 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, City and Tyler agree as follows:

1. TERM

This Agreement shall commence on the first day of the month following the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than three (3) years later, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the City may grant two (2) one (1) year extensions at mutually agreed pricing.

2. SERVICES

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

(b) City 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) Tyler shall perform all Services in a manner reasonably satisfactory to the City and in conformance with the standards of quality normally observed by an entity providing software and technology services, serving a municipal agency. Tyler shall provide the services set forth in the Investment Summary (in the amounts shown) at City's election, including Consulting, Training, Conversion, and other miscellaneous Services.

(d) Tyler 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.*)). No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Tyler 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 City. If Tyler was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Tyler warrants that it did not participate in any manner in the forming of this Agreement. Tyler understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Tyler will not be entitled to any compensation for Services performed pursuant to this Agreement, and Tyler will be required to reimburse the City for any sums paid to Tyler. Tyler 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) Tyler 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 Tyler or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Tyler, in accordance with the payment rates and terms and the schedule of payment as set forth in Attachment 1 of Exhibit A of this Agreement, 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 **One hundred Sixty-One Thousand, Two Hundred Twenty Dollars and Forty-Six Cents** ($161,220.46) for the first three (3) years of this Agreement. No additional payments are authorized unless approved by City or as provided in this Agreement.

(b) Tyler 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 City. Tyler shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Tyler at the time City's written authorization is given to Tyler for the performance of said services.

(c) Tyler shall submit invoices for actual services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Tyler's fees it shall give written notice to Tyler 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. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Tyler at least thirty (30) days prior written notice. Upon receipt of said notice, Tyler shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City 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 for any reason, the City shall pay to Tyler undisputed fees for all products delivered, work performed, and expenses incurred up to the time of termination. Disputed fees will be handled in accord with Section 4(c) and Section 22(b) of this Agreement. Upon termination of this Agreement pursuant to this Section, Tyler shall submit an invoice to the City pursuant to Section 4 of this Agreement.

(c) If City fails to make prompt payments to Tyler when invoiced, or if City fails to fulfill its responsibilities under this Agreement, including but not limited to those outlined in Exhibit A, Section II, Paragraph 6.0, then Tyler may at its option terminate this Agreement with written notice as follows:

(i) The termination notice shall define the reason for termination;
(ii) If the cited reason for termination is City's failure to make prompt payment, City shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
(iii) If the cited reason for termination is City's failure to fulfill its responsibilities, City shall have thirty (30) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Agreement;
(iv) During the applicable cure period, Tyler will use sound management practices and its best efforts to resolve any issues or obstacles - including the reassignment of personnel if reasonably necessary to improve the working relationship;
(v) At the end of the applicable cure period, unless the termination has been revoked in writing by Tyler, the Agreement terminates, and the Parties shall comply with the provisions set forth in Section 5(b).

6. OWNERSHIP OF DOCUMENTS

(a) Tyler shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Tyler 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. Tyler shall provide reasonable access to the representatives of City or its designees at reasonable times, to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as reasonably 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, except as set forth in Section II. 2.0 of Exhibit A, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents (for the purpose of this paragraph, "documents and materials") prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Tyler. The foregoing notwithstanding, Tyler shall retain ownership of all (i) software products licensed to the City; and (ii) proprietary information contained in the documents and materials and all deliverables. Tyler reserves all rights not expressly granted to the City in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. The Tyler Software is licensed, not sold.

Nothing in this Agreement shall permit City to disclose Tyler's records to a third party or in response to a public records request, unless required under the California Public Records Act (Cal. Gov't Code Section 6250 *et seq.*) or as otherwise required by law.

7. INDEMNIFICATION

INDEMNITY.

(a) Tyler shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (ii) Tyler's violation of a law applicable to our performance under this Agreement. City must notify Tyler promptly in writing of the claim. City agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim.

(b) Intellectual Property Infringement Indemnification

Tyler will defend City against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). City must notify Tyler promptly in writing of the claim and give us sole control over its defense and settlement, subject to the limitations set forth in this paragraph. City agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim. Tyler agrees that City's consent is required for any settlement that obligates the City except for those options specifically cited in the remaining paragraphs of this Section 7(b).

Tyler's obligations under this section will not apply to the extent the claim or adverse final judgment is based on City's: (a) use of a previous version of the Tyler Software and the claim would have been avoided had City installed and used the current version of the Tyler Software, and Tyler provided notice of that requirement to City; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by Tyler; (c) altering or modifying the Tyler Software, including any modification by third parties at City's direction or otherwise permitted by City; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after Tyler notifies City to discontinue use due to such a claim.

If Tyler receives information concerning an infringement or misappropriation claim related to the Tyler Software, Tyler may, at its expense and without obligation to do so, either: (a) procure for the City the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case the City will stop running the allegedly infringing Tyler Software immediately. Alternatively, Tyler may decide to litigate the claim to judgment, in which case the City may continue to use the Tyler Software consistent with the terms of this Agreement.

If an infringement or misappropriation claim is fully litigated and City's use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), Tyler will, at its option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate the City's license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the execution date of the Agreement by which the City licensed such software. Tyler will pursue those options in the order listed herein. This section provides the City's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

8. <u>INSURANCE</u>

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

9. <u>INDEPENDENT CONTRACTOR</u>

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

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

10. LEGAL RESPONSIBILITIES

Tyler shall keep itself informed of applicable 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. Tyler shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Tyler to comply with this Section.

11. UNDUE INFLUENCE

Tyler declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City 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 City has or will receive compensation, directly or indirectly, from Tyler, or from any officer, employee or agent of Tyler, 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 City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Tyler in performance of this Agreement shall be considered confidential and shall not be released by Tyler without City's prior written authorization unless required by law.

(b) In the event the City receives a public records request for information related to this Agreement, pursuant to the California Public Records Act (Cal. Gov't. Code §§6252 *et seq.*), City shall promptly notify Tyler.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Industry 15625 E. Stafford City of Industry, CA 91744 Attention: City Manager
With a Copy To:	James M. Casso, City Attorney Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746
To Tyler:	Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer
With a Copy To:	Tyler Technologies, Inc. 840 West Long Lake Road Troy, Michigan 48098 Attention: Roger Routh

15. BINDING EFFECT, ASSIGNMENT & SUBCONTRACTING

Neither the City nor Tyler shall assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the other Party. The foregoing notwithstanding, City consent is not required for an assignment by Tyler as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Tyler assets.

Before retaining or contracting with any subconsultant for any services under this Agreement, Tyler shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Tyler and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City 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 City for such insurance.

Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Tyler. Tyler shall be solely responsible for payments to any subconsultants.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Tyler 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. WAIVER

The waiver by City or Tyler 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 City or Tyler unless in writing.

22. REMEDIES

(a) 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.

(b) Prior to the initiation of litigation, each party agrees to provide written notice to the other party within thirty (30) days of becoming aware of a dispute. The Parties agree to cooperate to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives related to the dispute, will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the Parties fail to resolve the dispute within the thirty (30) day period (or in a time frame agreed upon by the Parties), either party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent either party from seeking necessary injunctive relief during the dispute resolution procedures.

(c) For any claim relating to the non-conformance or imperfection of any licensed software provided under this Agreement, Tyler will correct the defect so that it conforms to the warranties set forth herein.

23. AUTHORITY TO EXECUTE AGREEMENT

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

24. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO CITY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INTIAL TERM, THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS 7(a) or (b).

25. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(SIGNATURES ON FOLLOWING PAGE)

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

"CITY" **City of Industry**	**"TYLER"** Tyler Technologies, Inc.
By: ______________________________ Paul J. Philips, City Manager	By: ______________________________ Name, Title

Attest:

By:_______________________________________
Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By:_______________________________
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

SECTION A – DEFINITIONS

- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Attachment 1 to Schedule 2 of Exhibit A.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Schedule 1 of Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Schedule 2 of Exhibit A.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 3 of Exhibit A.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Attachment 1 to Schedule 3 of Exhibit A.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Schedule 4 of Exhibit A.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.

- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean City.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Concurrent Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data.

3. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

4. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

5. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees shall sign our confidentiality agreement and security policies. Tyler's data centers shall only be accessible to authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center shall be regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary, in accordance with the provisions set forth in Section 4 of the Agreement.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide the Services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. City's Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

   8.2 provide telephone support during our established support hours;

   8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with the provisions set forth in Section 4 of the Agreement.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SCHEDULE 1

Investment Summary

Item Code	Description	Annual SaaS Quote
	Financial Applications	
FM	Financial Management Base Suite .NET	$9,895.84
FM	Asset Management .NET	$1,979.89
FM	Bank Reconciliation .NET	$1,188.29
FM	Contract Accounting .NET	$1,979.89
FM	Finance Analytics .NET	$1,979.89
FM	Government (GASB) Reporting .NET	$3,563.08
FM	Misc. Billing & Receivables .NET	$1,979.89
FM	Project Accounting .NET	$1,979.89
FM	Purchasing Base .Net	$3,563.08
	HR/Payroll Applications	$0.00
HR	HR/Payroll Base Suite .NET, plus Benefits Administration, Leave Management, Personnel action Proc., Position Budgeting, and HR Analytics/Dashboards	$6,155.06
HR	Employee Event Tracking .NET	$710.82
	Community Development	$0.00
CD	Parcel Management	$856.22
CD	Permits (Incl. IVR Interface)	$1,066.23
CD	Licensing (Animal, Business, Contract; Incl. DM/Analytics)	$1,421.64
CD	Code Enforcement	$710.82
CD	Municipal Inspections (Incl. IVR Interface)	$1,421.64
CD	myCommunity Server	$32,331.00
CD	myInspections -Unlimited Users	$710.82
	eSuite Applications	$0.00
eSuite	eSuite Base	$710.82
eSuite	eEmployee	$710.82
eSuite	eTimesheets	$1,001.61
eSuite	eBenefits Admin	$1,550.88
eSuite	ePayments	$710.82
eSuite	ePermits	$710.82
eSuite	eLicense	$1,001.61
	Other Software	$0.00
Other	Unlimited User Licenses	$1,615.50
	Annual Hosted Fee (Based on 3 Years)	$52,406.82
	VPN Fee – (One Time Cost)	$4,000.00
	Total 3 Year Investment	$161,220.46

SCHEDULE 2

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section 1 of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *Project Planning Services*: Project planning services are invoiced upon delivery of the implementation planning document.

   2.2 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.3 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.4 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.5 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.6 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

   2.7 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation

Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.

2.8 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts and evidence of mileage expensed shall be provided upon request. Tyler shall provide a travel estimate to Client before incurring any travel expenses.

5. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the Agreement Term as defined at Section 1 of this Agreement.

Attachment 1 to Schedule 2 of Exhibit A
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

   B. Rental Car

   Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel
For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

SCHEDULE 3

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This Service Level Agreement ("SLA") operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client Relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Attachment 1 to Schedule 3 of Exhibit A
Support Call Process

Support Channels

Tyler provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If City determines that it is not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.
On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Tyler's indemnification of City, and prior to commencement of the Services, Tyler 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.

General liability insurance. Tyler 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 $3,000,000.00 per occurrence, $5,000,000.00 general aggregate, for bodily injury, personal injury, and property damage.

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

Proof of insurance. Tyler shall provide certificates of insurance to City as evidence of the insurance coverage required herein. Insurance certificates must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract.

Duration of coverage. Tyler 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 Tyler, his agents, representatives, or employees.

Primary/noncontributing. Coverage provided by Tyler shall be primary for claims for which Tyler is found liable, and any insurance or self-insurance procured or maintained by City 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 a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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 City's Risk Manager.

Waiver of right of recovery & subrogation. All insurance coverage maintained or procured pursuant to this agreement shall specifically allow Tyler or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Tyler agrees to waive subrogation rights against the City for the CGL, Auto and Worker's Compensation policies. Such waiver is only for the City and is not applicable for damage or injury causes by the City.

Enforcement of contract provisions (non-estoppel). Tyler acknowledges and agrees that any actual or alleged failure on the part of the City to inform Tyler of non-compliance with any requirement imposes no additional obligations on the Agency 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 Tyler maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Tyler. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Tyler agrees to provide to City 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 and Auto policies shall provide or be endorsed to provide that City 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.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Tyler'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. Tyler agrees to require that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Tyler, provide the same minimum insurance coverage and endorsements required of Tyler.

Timely notice of claims. Each party shall provide the other party with prompt and timely notice of claims made or suits instituted that arise out of or result from Tyler's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Tyler 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.

City Hosted Server vs Tyler Cloud Costs Comparison

City Hosted Server Costs

Costs	Initial Investment (CapEx)	Year 1	Year 2	Year 3	Total Life-Cycle Costs
Tyler Standard Software Maintenance Costs					
Tyler Standard Software Maintenance Services (2018)	$0	$29,979	$0	$0	$29,979
Tyler Standard Software Maintenance Services (2019)	$0	$0	$31,478	$0	$31,478
Tyler Standard Software Maintenance Services (2020)	$0	$0	$0	$33,052	$33,052
Subtotal Tyler Standard Software Maintenance Costs	$0	$29,979	$31,478	$33,052	$94,509
Hardware Costs					
6 1U 1Socket Servers ($1,600 per server)	$9,600	$0	$0	$0	$9,600
Backup appliance for servers and databases	$5,500	$0	$0	$0	$5,500
Network Hardware Costs (20% of total server investment)	$1,920	$0	$0	$0	$1,920
Hardware Maintenance Costs (20% of total hardware costs)	$0	$3,020	$3,020	$3,020	$9,060
Subtotal Hardware Costs	$17,020	$3,020	$3,020	$3,020	$26,080
System Software, SQL, and Application Costs					
Microsoft Windows Server 2016 Standard (6 licenses @ $569)	$3,414	$0	$0	$0	$3,414
SQL Server 2016 Standard (2 licenses @ $3,999)	$7,998	$0	$0	$0	$7,998
VMWare Vsphere License (20% of Total Cost of all VM environment)	$2,000	$0	$0	$0	$2,000
Server/SQL Patches and Updates (6 servers) @ $20 per month per server	$0	$1,440	$1,440	$1,440	$4,320
NewWorld Updates and Patches (6 servers) @ $15 per month per server	$0	$1,080	$1,080	$1,080	$3,240
Subtotal System Software and Application Costs	$13,412	$2,520	$2,520	$2,520	$20,972
Facilities Costs					
Projected facilities costs (power and cooling) (6 servers/SAN/Backup device)	$0	$900	$900	$900	$2,700
Subtotal Facilities Costs	$0	$900	$900	$900	$2,700
Disaster Recovery Service Costs					
Typical DR Services is $80 per server per month (6 servers)	$0	$5,760	$5,760	$5,760	$17,280
Subtotal Disaster Recovery Service Costs	$0	$5,760	$5,760	$5,760	$17,280
Total City Hosted Server Costs	$30,432	$42,179	$43,678	$45,252	**$161,541**

Tyler Cloud Costs

Costs	Initial Investment (CapEx)	Year 1	Year 2	Year 3	Total Life-Cycle Costs
Tyler Cloud Costs					
Hosting and Managed Services	$0	$52,407	$52,407	$52,407	$157,221
VPN Fee	$4,000	$0	$0	$0	$4,000
Disaster Recovery Service In Texas and Maine (Included)	$0	$0	$0	$0	$0
Software maintenance and Support (Included)	$0	$0	$0	$0	$0
Total Tyler Cloud Costs	$4,000	$52,407	$52,407	$52,407	**$161,221**

CITY COUNCIL

ITEM NO. 7.4

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager Paul J. Philips

STAFF: Alex Gonzalez, Director of Development Services and Administration CR
Roberto Ramirez, Contract City Engineer, Cordoba Corporation
Kristen Weger, Management Analyst III

DATE: January 25, 2018

SUBJECT: Consideration of a Professional Services Agreement with AESCO, Inc., for Agreement No. DS-18-028A, On-Call Geotechnical Engineering Services, in an amount not to exceed $150,000.00 from January 25, 2018 to December 8, 2019

Background:

On September 8, 2016, the City released a Request for Qualifications ("RFQ") for an Engineering Services Bench. The Engineering Services bench would allow the City to pre-qualify a number of firms, for 15 different category of services, which can later be contacted to submit proposals as projects arise. A minimum of three firms were selected for each category. The 15 categories included: Staff Augmentation; Civil Engineering; Structural Engineering; Project Management/Construction Management; Geotechnical Engineering; and Right of Way Engineering; Traffic and Transportation Engineering; Contract and Funding Administration; Permit Inspections; Potable Water; Recycled Water and Stormwater Design; Electrical Engineering; Internet and Data Utility Design; Landfill Management Design; ADA and CASp Support; and Environmental Engineering.

The RFQ was posted in the City's PlanetBids™ vendor portal and an email notification was sent out to all registered vendors. The RFQ was advertised on September 8, 2016 and September 15, 2016 in the San Gabriel Valley Tribune. It was also posted on BidAmerica, Southern California Builders Association, Dodge Data & Analytics and Construction BidBoard, Inc. on September 7, 2016.

Discussion:

The Statement of Qualifications ("SOQ") Qualifications were received up until October 12, 2016 at 1:00 p.m. The RFQ was viewed by 75 prospective bidders and the City received SOQ's from 38 vendors wherein the contractors identified which bench category they would like to be considered. The SOQ's for the Geotechnical Engineering Bench were reviewed by a committee. The top ranked firms were then selected for the Geotechnical

Engineering Bench as pre-qualified contractors which consist of AESCO, Inc., ES Engineering Services, LLC, Geo-Advantec, Inc., Kleinfelfelder, Inc., and Ninyo & Moore Geotechnical & Environmental Sciences Consultants. As geotechnical projects become available, City staff will request proposals from the firms on the bench on a project by project basis.

The following table represents the Geotechnical Engineering Services Bench:

AESCO, Inc.
ES Engineering Services, LLC
Geo Advantec, Inc.
Kleinfelder, Inc.
Ninyo & Moore Geotechnical & Environmental Sciences Consultants

Fiscal Impact:

Appropriate $150,000.00 from the General Fund for the contract.

Recommendation:

1) Staff recommends that the City Council approve the Professional Services Agreement with AESCO, Inc., for on-call geotechnical engineering services; and
2) Appropriate $150,000.00 from the General Fund for the contract.

Exhibits:

A. Professional Services Agreement with AESCO, Inc., dated January 25, 2018
B. Statement of Qualifications Received from AESCO, Inc., (on file in City of Industry City Clerk's Office)

PJP/AG/RR/KW:af

EXHIBIT A

Professional Services Agreement with AESCO, Inc., dated January 25, 2018

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of January 25, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and AESCO, Inc. a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City 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, City 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 December 8, 2019, 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 City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City 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 City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing on-call geotechnical engineering 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) City has not consented in writing to Consultant's performance of such work. No officer or employee of City 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 City. If Consultant was an employee, agent, appointee, or official of the City 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 City 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

City's City Manager shall represent the City 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 City 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 One Hundred and Fifty Thousand Dollars ($150,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City'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 City 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 City 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 City 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 City 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 City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City 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 City 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 City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City 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 City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City 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 City.

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 City 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 City, 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 City, 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 City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City 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 City 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 City 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 City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City 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, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City 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 City, 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 City 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 City 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 City to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:

City of Industry
15625 E. Stafford, Suite 100
City of Industry, CA 91744
Attention: City Manager

With a Copy to:

Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746
Attention: James M. Casso, City Attorney

To Consultant: AESCO, Inc.
177282 Georgetown Lane
Huntington Beach, CA 92647
Attention: Kay Alabed, President

16. ASSIGNMENT

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

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying City 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 City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconstultant 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 City 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 City 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 City 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 City 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.

"CITY" **City of Industry**	**"CONSULTANT"** **AESCO , Inc.**
By: ______________________ Paul J. Philips, City Manager	By: ______________________ Kay Alabad, President

Attest:

By: ______________________
Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By: ______________________
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

For any project requested by the City, the Consultant may provide all aspects of geotechnical engineering services, which includes, but is not limited to:

Field exploration will consist of borings placed as close to the locations of the proposed project limits as possible, to a maximum depth of 40 to 50 feet below existing grade. (The 50-foot depth is required if a site is located within or on the edge of a potential liquefaction zone). Borings and/or test pits will be backfilled with cuttings and/or bentonite and would be patched to match the existing ground surface. The boring and/or test pit locations will be located based on landmarks furnished designed by the City Engineer. Laboratory testing will be conducted, including chemical analysis for corrosivity; seismic and geologic hazard screening; liquefaction potential evaluation; possibly slope stability analysis, and report preparation. Dependent upon access, borings would be performed with a hollow stem auger and by hand auger. Prior to performing the soil borings Consultant shall coordinate with Underground Service Alert to identify underground utilities. Consultant shall request that any available existing utility plans be furnished by the City prior to the start of any field work. Tasks to be performed include:

- Field exploration
- Backfilling of borings and/or test pits based on landmarks furnished by designer
- Drilling Operations
- Laboratory testing and a Analyses
- Identify underground utilities with Underground Service Alert coordination
- Seismic and Geologic Hazard Screening
- Engineering Analysis and Report Preparation

EXHIBIT B

RATE SCHEDULE

Schedule of Fees Effective September 2017

AESCO Standard Fees

	Professional Staffing	Cost (per hour unless otherwise noted)
P100	Principal Professional Engineer	$ 190
P101	Senior Geotechnical Engineer	$ 175
P102	Project Engineer/ Manager	$ 150
P103	Geologist	$ 160
P104	Quality Control Manager	$ 150
P105	Senior Staff Engineer	$ 145
P106	Building Inspector	$ 115
P107	Laboratory Manager	$ 105
P108	Laboratory Technician	$ 95
P109	CADD Operator/Draftsperson	$ 75
P110	Data Processing, Technical Editing or Reproduction	$ 75
P111	Expert Witness Testimony	$ 380

	Field Technician	Cost (per hour)
T150	Special Inspector (Reinforced Concrete, and Masonry)	$ 100
T151	Special Inspector (Structural Steel, Drilled-In-Anchors	$ 100
T152	Special Inspector for Welding	$ 100
T153	DSA Class I Inspector	$ 135
T154	DSA Class II Inspector	$ 125
T155	Special Inspector for Fireproofing	$ 100
T156	Special Inspector Load Tests or Torque/Bolt)	$ 100
T157	Special Inspector Rebar Sample	$ 100
T158	Special Inspector Pachometer	$ 100
T159	Senior Asphalt Placement Technician	$ 110
T160	Asphalt Placement Technician	$ 100
T161	Asphalt/Concrete Plant Technician	$ 100
T162	ACI/Caltrans Technician	$ 100
T163	Senior Soils Technician	$ 115
T164	Senior Grading Inspector	$ 105
T165	Staff Grading Inspector	$ 100
T166	Soils Technician	$ 100
T167	Pile Driving Inspector	$ 115
T168	AWS Certified Welding Inspector	$ 100
T169	NACE Coating Inspector	$ 125
T170	Field Coring Technician	$ 100
T171	Nondestructive Examination Technician, UT, MT, LP	$ 105
T172	Structural Steel Fabrication Inspector (AWS)	$ 105

	Fabrication Shop Inspections	**Cost (per hour)**
T173	Structural Steel Inspector (ICC/CBO)	$ 100
T174	Structural Steel Inspector (AWS)	$ 100
T175	Batch Plant Quality Control Technician/Inspector	$ 100
T176	Reinforced Concrete, Prestressed Inspector	$ 100
	Field Analysis	**Cost** (per hour unless otherwise noted)
G200	Soil Boring with Hollow Stem Auger Drilling	$ 300
G201	Backfill Boreholes with Betonite, per foot	$ 15
G202	Backfill Boreholes with Grout, per foot	$ 30
G203	Drumming and Disposal of Clean Cuttings	$ 370
	Mix Design Review	**Cost**
D250	Review of Concrete Mix Design	$ 150
D251	Review of Grout Mix Design	$ 150
D252	Review of Mortar Mix Design	$ 150
D253	Review of Asphalt Mix Design	$ 180

Sample Pick-Up/Hold Cost

All hold samples are charged at the same rate as the testing rate

U303	Technician for Specimen pick up, minimum 2 hours, per hour	$ 95
	Field Equipment Charges	**Cost**
E350	Brass Mold, each	$ 20
E351	Concrete Air Meter, per day	$ 40
E352	Concrete Unit Weight (Scale, Bucket, Rod and Mallet), per day	$ 10
E353	Field Vehicle Usage, per day	$ 65
E354	Concrete/Asphalt Coring Equipment rental per hr, min 4 hrs and 8 hrs therafter	$ 190
E355	Fireproofing Adhesion/Cohesion, per test	$ 15
E356	Hand Auger Equipment, per day	$ 125
E357	Level D Personal Protective Equipment (PPE), per person per day	$ 40
E358	Liquid Penetrating Consumables, per day	$ 20
E359	Magnetic Particle Equipment and Consumables, per day	$ 30
E360	Ultrasonic Equipment and Consumables, per day	$ 55
E361	Nuclear Density Gauge Usage, per hour	$ 15
E362	Compaction Test, per location/per test	$ 18
E363	Portable Concrete Laboratory-not including Technicians, per day	$ by quote
E364	Pachometer (Rebar Locator), per day	$ 50
E365	PID Usage, per hour	$ 30
E366	Pull Test Equipment, per day	$ 60
E367	Sand Cone Test Kit (Scale, Burner, Sand Cone Apparatus), per day	$ 150
E368	Schmidt Hammer, per day	$ 40
E369	Torque Wrench, Small, per day	$ 15
E370	Torque Wrench, Large, per day	$ 20
E371	Torque Multiplier (Skidmore), per day	$ 75
E372	Miscellaneous Equipment Charge	$ by quote
E373	Vapor Emission Kit, each	$ 45

	Concrete Tests	Cost (per test)
C400	6" x 12" Cylinder: Compression Strength (ASTM C39)	$ 25
C401	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293, or CTM 523)	$ 80
C402	Cylinders: Splitting Tensile Strength (ASTM C496)	$ 80
C403	Core Compression including Trimming (ASTM C39)	$ 50
C404	Coring of Test Panels in Lab, each	$ 25
C405	Diamond Sawing of Cores or Cylinders (ASTM C642)	$ 25
C406	Density, Absorption, and Voids in Hardened Concrete (ASTM C642)	$ 300
C407	Modulus of Elasticity Static Test (ASTM C469)	$ 125
C408	Unit Weight Including Lightweight Concrete	$ 65
C409	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings up to 28 Dry Days (ASTM C157)	$ 375
C410	Additional Reading, Per Set of Three Bars	$ 45
C411	Storage Over Ninety (90) Days, Per Set of Three Bars, Per Month	$ 35

	Concrete Block, ASTM C140	Cost (per test)
C412	Compression (3 Required Per ASTM), each	$ 50
C413	Absorption/Moisture Content/Oven Dry Density (3 Required per ASTM), each	$ 80
C414	Linear/Volumetric Shrinkage (ASTM C426)	$ 90
C415	Web and Face Shell Measurements	$ 35
C416	Tension Test	$ 150
C417	Core Compression	$ 45
C418	Shear Test of Masonry Cores: 2 Faces	$ 70
C419	Efflorescence Test (3 Required), each	$ 35

	Laboratory Trial Batch: Cement, Concrete, Grout and Mortar	Cost (per test)
L450	All trial batch for cement, concrete, grout, mortar, etc	$ by quote

	Brick Masonry Tests	Cost (per test)
M500	Modulus of Rupture: Flexural (5 Required Per ASTM), each	$ 40
M501	Compression Strength (3 Required Per ASTM), each	$ 40
M502	Absorption: 5 Hour or 24 Hour (5 Required), each	$ 40
M503	Absorption (Boil): 1, 2, or 5 Hours (5 Required), each	$ 70
M504	Initial Rate of Absorption (5 Required), each	$ 30
M505	Efflorescence (5 Required), each	$ 75
M506	Core: Compression, each	$ 50
M507	Shear Test on Brick Core: 2 Faces, each	$ 70

	Masonry Prisms	Cost (per test)
M508	Compression Test: Composite Masonry Prisms Up To 8" x 16"	$ 180
M509	Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	$ 240
M510	Masonry: Cutting of Cubes or Prisms	$ 60

	Mortar and Grout	Cost (per test)
M511	Compression: 2" x 4" Mortar Cylinders	$ 35
M512	Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming	$ 50
M513	Compression: 2" Cubes (ASTM C109)	$ 50
M514	Compression: Cores (ASTM C42)	$ 50
M515	Mortar Expansion (ASTM C806)	$ 275

	Fireproofing Tests	Cost (per test)
F550	Oven Dry Density	$ 65

F551	Adhesion/Cohesions Testing, per hour, 4 hour minimum	$ 100

	Gunite and Shotcrete Tests	Cost (per test)
C420	Core Compression Including Trimming (ASTM C42)	$ 50
C421	Compression 6" x 12" Cylinders	$ 25
C422	Compression: Cubes	$ 30

	Soils and Aggregate Tests	Cost (per test)
S600	Atterberg Limits/Plasticity Index (ASTM D4318)	$ 120
S601	Chloride and Sulfate Content (CTM 417, CTM 422)	$ 135
S602	Consolidation, Full Cycle (ASTM 2435, CTM 219)	$ 245
S603	Cleanness Value: 1" x #4 (CTM 227)	$ 175
S604	Cleanness Value: 2.5" x 1.5" or 1.5" x .75" (CTM 227)	$ 275
S605	Corrosivity Series: Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	$ 190
S606	Resistivity	$ 100
S607	Direct Shear Test (ASTM D3080)	$ 245
S608	Direct Shear Test, per point	$ 95
S609	Direct Shear Test Sample Remolding (ASTM D3080)	$ 35
S610	Durability Index Fine Aggregate	$ 150
S611	Expansion Index (ASTM D4829, UBC 18-2)	$ 145
S612	Durability Index: Coarse Aggregate	$ 150
S613	Maximum Density: Methods A/B/C (ASTM D1557 or D698, CTM 216)	$ 175
S614	Maximum Density: Check Point abrasion (ASTM D1557)	$ 65
S615	Maximum Density: AASHTO C (Modified) (AASHTO T-180)	$ 190
S616	Moisture Density Rock Correction	$ 150
S617	Moisture Content (ASTM D2216, CTM 226)	$ 20
S618	Density: Ring Sample (ASTM D2937)	$ 25
S619	Density: Shelby Tube Sample (ASTM D2937)	$ 35
S620	Organic Impurities (ASTM C40)	$ 85
S621	Failing Head Permeability (ASTM D2434)	$ 225
S622	R-Value: Soil (ASTM 2844)	$ 285
S623	R-Value: Aggregate Base (ASTM D2844)	$ 260
S624	Sand Equivalent (ASTM D2419, CTM 217)	$ 110
S625	Soil Classification	$ 25
S626	Sieve #200 Wash Only (ASTM D1140)	$ 85
S627	Sieve with Hydrometer: Sand to Clay (ASTM D422)	$ 260
S628	Sieve Analysis including Wash (ASTM C136)	$ 150
S629	Sieve Analysis Without Wash	$ 90
S630	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 202)	$ 85
S631	Specific Gravity and Absorption: Fine(ASTM C128, CTM 207)	$ 150
S632	Swell/Settlement Potential: One Dimensional (ASTM D4546)	$ 155
S633	Unit Weight Coarse Aggregate	$ 70
S634	Unit Weight Fine Aggregate	$ 70
S635	Voids in Aggregate (ASTM C29)	$ 80
S636	Unconfined Compression (ASTM D2166, CTM 221)	$ 90
S637	LA Rattler	$ 185
S638	pH of soil	$ 25
S639	Pocket Penetration Test	$ 10

	Asphalt Concrete Tests	Cost (per test)
A650	Asphalt Core Density	$ 40

A651	Extraction % AC by Ignition Oven (CTM 382)	$ 145
A652	Gradation on Extracted Asph (ASTM D6507 andD5444, CTM 202, and CTM 382)	$ 100
A653	Moisture Content (CTM 370)	$ 75
A654	Maximum Theoretical Specific Gravity (RICE) (ASTM D2041, CTM 309)	$ 160
A655	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	$ 90
A656	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	$ 150
A657	Sieve Analysis (ASTM D5444 and C136)	$ 85
A658	Sieve Analysis with Wash (ASTM D5444)	$ 130
A659	Sand Equivalent (ASTM D2419)	$ 125
A660	5 pt LTMD Bulk Specific Gravity (CTM 308, CTM 375)	$ 275
A661	Flat and Elongated Particles (ASTM D4791)	$ 195
A662	Fine Aggregate Angularity (AASHTO T304 A)	$ 185
A663	Maximum Density HVEEM (ASTM D1560)	$ 200
A664	Maximum Density Marshall (ASTM D1559 and D561)	$ 200
A665	Mix Stability (CTM 304)	$ 200

	Reinforcing Steel	**Cost** (per test)
R700	Bend Test: #11 or Smaller	$ 55
R701	Bend Test: Larger Than # 11	$ 85
R702	Tensile Test: # 11 or Smaller	$ 75
R703	Tensile Test: # 14	$ 105
R704	Tensile Test: # 18	$ 170
R705	Slippage Test In Addition to Tensile Test (Per Caltrans 52-1.08C)	$ 180
R706	Tensile Test: Mechanical Splice # 11 and Smaller	$ 110
R707	Tensile Test: Mechanical Splice # 14	$ 160
R708	Tensile Test: Mechanical Splice # 18	$ 195
R709	Tensile Test: Welded # 11 and Smaller	$ 75
R710	Tensile Test: Welded # 14	$ 105
R711	Tensile Test: Welded # 18	$ 170
R712	Sample Straightening for Bend or Tensile Test (if required)	$ 50
R713	Testing Multi-Wire Steel Prestressing Strand	$ 270

	Metal Testing	**Cost** (per test)
R714	Hardness Test (Rockwell) and Brinnel (ASTM E18)	$ 65
R715	Hardness Test of Nuts	$ 75
R716	Hardness Test of Bolts	$ 90
R717	Hardness Test of Washers	$ 75

	Concrete Coring Services	**Cost** (per test)
C423	Equipment Concrete (4 and 8 hour minimum), per hour	$ 190
	Individual Core Prices (all prices are for a four core minimum job):	
C424	Slab on Grade Coring for 2",3" and 4" Diameter (first 6" depth) each .	$ 60
C425	Slab on Grade Coring for 6" and 8" Diameter (first 6" depth) each	$ 65
C426	Slab on Grade Concrete Core (price per inch after 6" depth)	$ 5
C427	Wall Cores 2",3" and 4" (first 6" in depth) each	$ 75
C428	Wall Concrete Core (price per inch after 6" in depth), per inch	$ 5
	(Wall core pries based on Contractor supplying access to area to be cored)	
	Miscellaneous Concrete Coring Prices:	
C429	Patching Slab on Grade Cored Holes with 2500 psi Concrete Patch,	

	each	$ 10
C430	Thickness Determination per ASTM C42, each	$ 10
C431	Compression Strength Determination	$ 55

	Asphalt Concrete Coring Services	**Cost (per test)**
	Alternate Individual Core Prices (all prices are for a four core minimum job):	
A661	Asphaltic Concrete Cores 2",3" and 4" Diameter (First 6" in depth), each	$ 60
A662	Asphaltic Concrete Cores 6" and 8" Diameter (First 6" in depth), each	$ 60
A663	Asphaltic Concrete Cores price per inch after 6" in depth, each	$ 5
	Miscellaneous Asphaltic Coring Prices:	
A664	Patching of Core Drilled Holes Using Cold Patch Material, each	$ 25
A665	Thickness Determination per ASTM C42, each	$ 25
A666	Specific Gravity for Determination of Percent Compaction per ASTM D 2726, each	$ 35
A667	Specific Gravity for Determination of Percent Compaction by paraffin, each	$ 55

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, 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 the City.

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 City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City 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 City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City 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 City 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 City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City'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, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City 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 City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, 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 City, 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 City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City 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 City 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 City.

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

City's right to revise specifications. The City 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 City and Consultant may renegotiate Consultant's compensation.

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

Timely notice of claims. Consultant shall give the City 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.

EXHIBIT B

Statement of Qualifications Received from AESCO, Inc.,

[On File in City of Industry City Clerk's Office]

CITY COUNCIL

ITEM NO. 7.5

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager Paul J. Philips

STAFF: Alex Gonzalez, Director of Development Services and Administration AG
Roberto Ramirez, Contract City Engineer, Cordoba Corporation
Kristen Weger, Management Analyst III

DATE: January 25, 2018

SUBJECT: Consideration of a Professional Services Agreement with GeoAdvantec, Inc., for Agreement No. DS-18-030-A, On-Call Geotechnical Engineering Services, in an amount not to exceed $150,000.00 from January 25, 2018 to December 8, 2019

Background:

On September 8, 2016, the City released a Request for Qualifications ("RFQ") for an Engineering Services Bench. The Engineering Services bench would allow the City to pre-qualify a number of firms, for 15 different category of services, which can later be contacted to submit proposals as projects arise. A minimum of three firms were selected for each category. The 15 categories included: Staff Augmentation; Civil Engineering; Structural Engineering; Project Management/Construction Management; Geotechnical Engineering; and Right of Way Engineering; Traffic and Transportation Engineering; Contract and Funding Administration; Permit Inspections; Potable Water; Recycled Water and Stormwater Design; Electrical Engineering; Internet and Data Utility Design; Landfill Management Design; ADA and CASp Support; and Environmental Engineering.

The RFQ was posted in the City's PlanetBids™ vendor portal and an email notification was sent out to all registered vendors. The RFQ was advertised on September 8, 2016 and September 15, 2016 in the San Gabriel Valley Tribune. It was also posted on BidAmerica, Southern California Builders Association, Dodge Data & Analytics and Construction BidBoard, Inc. on September 7, 2016.

Discussion:

The Statement of Qualifications ("SOQ") Qualifications were received up until October 12, 2016 at 1:00 p.m. The RFQ was viewed by 75 prospective bidders and the City received SOQ's from 38 vendors wherein the contractors identified which bench category they would like to be considered. The SOQ's for the Geotechnical Engineering Bench were reviewed by a committee. The top ranked firms were then selected for the Geotechnical

Engineering Bench as pre-qualified contractors which consist of AESCO Technologies, Inc., ES Engineering Services, LLC, Geo-Advantec, Inc., Kleinfelfelder, Inc., and Ninyo & Moore Geotechnical & Environmental Sciences Consultants. As geotechnical projects become available, City staff will request proposals from the firms on the bench on a project by project basis.

The following table represents the Geotechnical Engineering Services Bench:

AESCO, Inc.
ES Engineering Services, LLC
Geo Advantec, Inc.
Kleinfelder, Inc.
Ninyo & Moore Geotechnical & Environmental Sciences Consultants

Fiscal Impact:

Appropriate $150,000.00 from the General Fund for the contract.

Recommendation:

1) Staff recommends that the City Council approve the Professional Services Agreement with GeoAdvantec, Inc., for on-call geotechnical engineering services; and
2) Appropriate $150,000.00 from the General Fund for the contract.

Exhibits:

A. Professional Services Agreement with GeoAdvantec, Inc., dated January 25, 2018
B. Statement of Qualifications Received from GeoAdvantec, Inc., (on file in City of Industry City Clerk's Office)

PJP/AG/RR/KW:af

EXHIBIT A

Professional Services Agreement with GeoAdvantec, Inc., dated January 25, 2018

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of January 25, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Geo-Advantec, Inc., a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City 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, City 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 December 8, 2019, 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 City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City 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 City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing on-call geotechnical engineering 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) City has not consented in writing to Consultant's performance of such work. No officer or employee of City 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 City. If Consultant was an employee, agent, appointee, or official of the City 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 City 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

City's City Manager shall represent the City 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 City 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 One Hundred and Fifty Thousand Dollars ($150,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City'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 City 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 City 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 City 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 City 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 City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City 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 City 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 City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City 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 City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City 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 City.

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 City 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 City, 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 City, 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 City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City 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 City 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 City 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 City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City 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, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City 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 City, 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 City 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 City 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 City to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy to:	Casso & Sparks, LLP James M. Casso, City Attorney 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746

To Consultant: Geo-Advantec, Inc.
457 West Allen Avenue, Suite 113
San Dimas, CA 91773
Attention: Shawn Ariannia, Ph.D., P.E., G.E., Principal/President

16. ASSIGNMENT

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

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying City 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 City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconstultant 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 City 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 City 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 City 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 City 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.

"CITY"	"CONSULTANT"
City of Industry	**Geo-Advantec, Inc.**
By: ______________________	By: SHAWN ______________________
Paul J. Philips, City Manager	Shawn Ariannia, Ph.D., P.E., G.E., Principal/President

Attest:

By: ______________________
Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By: ______________________
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

For any project requested by the City, the Consultant may provide all aspects of geotechnical engineering services, which includes, but is not limited to:

1. Quality Control/Quality Assurance (QC/QA) for Soils/Materials Testing and Inspection

   - Holding a kick-off meeting between the project manager, filed inspectors assigned to the projects and the City inspector/representative, to review the scopes and project specifics
   - Performing a QC review on all of the daily inspection reports by the field supervisor
   - Logging all non-compliances and reporting to the City on a weekly basis
   - Entering the samples into our laboratory logging/tracking system
   - Reviewing of the laboratory test results by the project engineer and distribute the results to the team/city
   - Maintain proper/necessary calibration on the field and laboratory testing equipment
   - Preparing of a final inspection and testing report as a part of close out documents

2. Project Approach for Geological / Geotechnical Investigation Services

   The City may require Consultant to perform geotechnical and geological investigations for different projects. For these types of projects, Consultant will conduct the following approach, broken down to several phases:

   A. Pre-Drilling Phase

      1. Site reconnaissance, marking the proposed boring locations.
      2. Clarification of underground utilities by contacting DigAlert, and requesting and reviewing of the on-site underground utility plans/as-built plans, to be provided by the City.
      3. Soliciting process specific data from the design engineers.
      4. Obtaining available plans, such as topographic survey, site plan and layouts for the project, from the client.

   B. Field Exploratory works

      The layout and the footprint area of the proposed developments, the type of the seepage/storage system, on-site water disposal systems, etc., are defining factors in preparation of field exploratory program. Selecting a proper boring layout and pre-determination of boring depths and the types of drilling methods and sampling to be used in each project highly depends on the experience of the geotechnical engineer and the project specifics. To prepare the most appropriate field exploratory program for the City, Consultant shall provide the following:

1. Perform a site reconnaissance.

2. Review the aerial photos and history of the site.

3. Review the proposed site plan and the developments' layouts.

4. Review the proposed developments characteristics such as intended depth and size of percolation/leaching, etc.

5. Study published hazardous maps for the site vicinity.

6. Review any other available documents such as previously prepared soils report (if any) for the site.

7. Prepare boring layout and boring/sampling schedule based on the information collected from the above mentioned steps.

8. Prepare time schedule for field drilling and/or field operations for percolation tests and coordinate the drilling days/times with the City to avoid any conflict with the City's daily and regular operations.

9. Provide traffic control as required by the City.

10. Perform filed drilling and sampling.

If required, GAI will utilize Ground Penetration Radar survey to avoid conflict with underground utilities at site.

C. Laboratory Testing and Office Engineering

The final determination of type of laboratory tests to be performed, will be based on the encountered soils, the laboratory tests may include some or all of the followings:

Gradation, Moisture & Density, Atterberg Limits, Direct Shear, Consolidation, Unconfined Compression, R-Value, Expansivity and Corrosivity (Sulfate, Chloride, PH)

The office engineering tasks shall be comprised of:

1. Evaluating geology characters of the site.

2. Performing site-specific geohazard evaluation.

3. Analyzing field and laboratory data.

4. Analyzing and evaluating effect of geotechnical hazards at the site, for the specific project liquefaction potential at the site.

5. Conducting seismic hazard study to obtain seismic coefficients according to CBC regulations.

6. Evaluating and reporting other potential geological hazards at the site.

7. Evaluating different foundation systems to carry the introduced loads including shallow footings and CIDH shafts (bearing capacity and settlement evaluation).

8. For percolation tests, it would be beneficial to perform gradation/sieve analysis on the samples and verify the results of field tests by comparing the results.

D. Final Report

The final report, at a minimum, shall include:

1. A site plan showing the location of borings.

2. A discussion of geotechnical condition of the site within the project area.

3. A discussion of geological condition of the site.

4. A discussion of the materials encountered in the borings and their engineering properties.

5. Graphical log of the exploratory borings, summarizing the subsurface conditions encountered and the results of laboratory testing (to the extent that are ready).

6. Ground water information on the current and historic ground water conditions beneath the site.

7. Seismic hazard evaluation at the site.

8. Seismic Hazard Factors per CBC 2013.

9. Provide complete report of seismic evaluation and geological condition at the site.

10. Provide percolation test report which includes the results of field tests, office engineering, and laboratory tests.

Quality Control/Quality Assurance (QC/QA) for Geological/Geotechnical Investigations

Consultant's Quality Control (QC) procedure for the geotechnical engineering investigation projects shall include:

- Clarifying and entering QC issues into our customized project management programs/logs prior to beginning of project

- Reviewing the site plan in conjunction with the type of structure, range of anticipated structural loads and the site general geology and available geo-hazard information.

- Preparation of boring layout and drilling/sampling schedule for the field engineer and drilling crew. This task will be done by the project manager who is the geotechnical engineer in charge of the project.

- Performing field exploratory work and field logging under supervision of a registered engineer/geologist.

- Logging all laboratory samples into our QC system when they are brought in. The responsible geotechnical engineer is consulted for priority or questions on specific test methods to ensure tests are performed per the correct standards.

- Reviewing field boring logs vs. the obtained physical samples and the laboratory test results, and finalizing the boring logs.

- Reviewing all the engineering calculations, analyses and reports prepared by our engineering staff, by our principal and senior professional(s) on the project.

- Reviewing all the engineering recommendations and designed alternatives/solutions for different parts of the project considering their practicality, compatibility with applicable codes, and time and cost impact on the project.

- Overseeing the project schedule in a timely manner, to assure the satisfactory progress of the tasks and coordinating necessary progress meetings with the UCR representative, to meet the project's schedule.

EXHIBIT B

RATE SCHEDULE

ENGINEERING AND PROFESSIONAL SERVICES			
Principal Geotechnical Engineer/Principal Engineering Geologist	$	175.00	Per Hour
Senior Geotechnical Engineer/ Senior Engineering Geologist	$	135.00	Per Hour
Registered Civil Engineer	$	125.00	Per Hour
Project Manager	$	90.00	Per Hour
Staff Engineer/Staff Geologist/Field Engineer	$	90.00	Per Hour
Administratio	$	30.00	Per Hour
Drafter	$	50.00	Per Hour
Principal Geotechnical Engineer/Principal Engineering Geologist -Expert witness and litigation	$	300.00	Per Hour
GEOTECHNICAL INVESTIGATIVE/PRE-CONSTRUCTION PHASE FIELD DRILLING AND TESTING			
Field testing/sampling Helper (Technician)	$	87.00	Per Hour
Drilling – Hollow Stem Auger (6-8" diameter) (Minimum $1200/day)	$	275.00	Per Hour
Drilling – Mud Rotary Wash Drilling (Minimum $1800/day)	$	375.00	Per Hour
Drilling – Cone Penetration	$	4,400.00	Per 8 Hr. Shift
INSPECTION SERVICES			
GEOTECHNICAL MONITORING DURING CONSTRUCTION TESTING AND INSPECTION SERVICES			
Soil Technician / Field Engineer	$	89.00	Per Hour
Technician / Field Engineer – Pile Monitoring & Inspection	$	89.00	Per Hour
Deputy Grading Inspector (City of LA)	$	89.00	Per Hour
Nuclear Gauge Equipment	$	40.00	Per Day
MATERIALS SPECIAL INSPECTION			
Inspector/Concrete, Batch Plant Inspection	$	89.00	Per Hour
Inspector/Masonry	$	89.00	Per Hour
Inspector/Welding/Steel/Tagging & Sampling	$	89.00	Per Hour
Inspector/Post-Tension	$	89.00	Per Hour
Inspector/Fireproofing	$	89.00	Per Hour
Inspector/UT	$	98.00	Per Hour
REPORTS			
Soils (Geotechnical/Geohazard Evaluation) Report		Varies - Lump Sum	
DSA-293 Report	$	200.00	Each Certificate
DSA-291 Report	$	200.00	Each Certificate
Final Grading / Compaction Report (Comprehensive)	$	1,500.00	Each
Pad Certificate Report	$	7,000.00	Each
Utility Trench Compaction Report – (Length <5000 L.F.)	$	1,000.00	Each
Wall Backfill Report	$	1,000.00	Each
Monthly Interim In-Grading	$	1,000.00	Each
Pile/Shoring Monitoring Report	$	1,200.00	Each
Plan Review (Grading/	$	750.00	Each
Materials Testing Final Verification Report	$	500.00	Each Project
LABORATORY AND MATERIAL TESTING			

SOIL AND AGGREGATE CLASSIFICATION & PHYSICAL CHARACTERISITICS					
ASTM	**CTM**				
C29	CT2	Unit Weight	$	25.00	Each
D4829		Expansion Index	$	125.00	Each

LABORATORY AND MATERIAL TESTING

ASTM	CTM	Description		Price	Unit
SOIL AND AGGREGATE					
CLASSIFICATION & PHYSICAL CHARACTERISITICS					
ASTM	**CTM**				
C117, D1140		Finer than #200 Wash	$	50.00	Each
C136	CT202	Sieve Analysis- Coarse & Fine Including Wash Aggregate	$	140.00	Each
C136	CT202	Sieve Analysis- Coarse Aggregate	$	110.00	Each
C136	CT202	Sieve Analysis- Fine Including Wash Aggregate	$	110.00	Each
D1140, D422		Particle-Size Distribution - Sieve Analysis + Hydrometer	$	185.00	Each
D422		Hydrometer Analysis only	$	125.00	Each
D4318		Atterberg Limits LL, PL, & PI of Soils	$	125.00	Each
D2435		Consolidation	$	125.00	Each
D2419	CT217	Sand Equivalent Value of Soil and Fine Aggregate (Set of	$	100.00	Each Set
C127	CT206	Specific Gravity and Absorption (Coarse Aggregate)	$	65.00	Each
C127	CT206	Absorption Only, Coarse Aggregate	$	90.00	Each
C128	CT207	Specific Gravity and Absorption (Fine Aggregate)	$	160.00	Each
C128	CT207	Absorption Only, Fine Aggregate	$	90.00	Each
D854	CT203	Specific Gravity (Soil) by Hydrometer (Water Pycnometer)	$	140.00	Each
D2216		Water Moisture Content	$	20.00	Each
D3080		Direct Shear (3 Points)	$	250.00	Each
D3080		Direct Shear Remolded sample (3 points)	$	300.00	Each
D1557-A,B		Maximum Density 4 in. Mold Passing No.4 or 3/8 in. Sieve	$	140.00	Each
D1557-C		Maximum Density 6 in. Mold Passing or 3/4 in. Sieve	$	150.00	Each
D2844	CT301	R-Value (3 Points)	$	300.00	Each
D2844	CT301	R-Value, Untreated Material	$	280.00	Each
D2844	CT301	R-Value, Treated Material	$	300.00	Each
D4791		Flat and Elongated Particles	$	180.00	Each
	CT 229	Durability Index (fine and coarse) in Aggregate	$	250.00	Each
	CT 229	Durability Index (fine or coarse) in Aggregate	$	160.00	Each
C142		Clay Lumps and Friable Particles in Aggregate	$	150.00	Each
C40		Organic Impurities in Fine Aggregates for Concrete	$	140.00	Each
	CT205	Percentage of Crushed Particles	$	180.00	Each
C131	CT211	Los Angeles Rattler Test, (Abrasion Testing Machine), Small-	$	260.00	Each
C535	CT211	Los Angeles Rattler Test, (Abrasion Testing Machine), Large-	$	300.00	Each
C88	CT214	Sodium/Magnesium Sulfate Soundness of Aggregate, Per	$	90.00	Each
	CT216	Soil Impact (Tests for Relative Compaction of Soils &	$	180.00	Each
	CT216	Soil Impact- Check Point	$	140.00	Each
C227	CT227	Cleanness Value of Coarse Aggregate	$	190.00	Each
CHEMICAL PROPERTIES					
	CTM				
	643	Resistivity	$	75.00	Each
	643	pH	$	50.00	Each
	417	Sulphate	$	60.00	Each
	422	Chloride	$	60.00	Each
	643, 417,	Corrosivity Series	$	185.00	Each
CONCRETE					
ASTM	**CTM**				
C39	CT521	Compression Tests, 6x12 and/or 4x8 Cylinders	$	28.00	Each
C495		Compression, Lightweight Insulating Concrete	$	45.00	Each

CONCRETE						
ASTM	**CTM**					
C42			Concrete Cores, Compression (excludes sampling)	$	35.00	Each
C42			Drilling Cores from Shotcrete Panel (Lab)	$	75.00	Each
C109			Compression, Hydraulic Cement, Mortar 2" Cube Specimen	$	45.00	Each
C496			Splitting Tensile Strength 6"x12" Cylinder	$	90.00	Each
C293/C78	CT523		Flexural Strength Test (6"x6"x21" Beam)	$	130.00	Each
C157			Drying Shrinkage (Set of 3)	$	360.00	Each
C138			Unit Weight of Concrete Cylinders	$	45.00	Each
C192			Review of Existing Mix Design	$	100.00	Each
MATERIALS TESTING						
ASTM	**CTM**	**UBC**				
		7-6	Fireproofing Density Test	$	45.00	Each
			High Strength Bolt, Nut, & Washer Conformance, set	$	55.00	Each
			Mechanically Spliced Reinforcing Tensile Test	$	75.00	Each
A416			Pre-Stress Still Strand (7 wire)	$	145.00	Each
A615, A706			Reinforcing Tensile or Bend Up to No.11	$	35.00	Each
			Welded Reinforcing Tensile Test: Up to No. 11 bars	$	45.00	Each
N/A			Welding Procedure Review	$	75.00	Each
HOT MIX ASPHALT TESTING						
ASTM	**CTM**					
D1561	CT304, 375		Laboratory Test Maximum Density (LTMD)	$	350.00	Each
D1650	CT304, CT366		Stabilometer Value	$	240.00	Each
D4546			Swell	$	110.00	Each
D2726	CT308		Specific Gravity & Density of Core	$	80.00	Each
D2041	CT309		Theoretical Maximum Specific Gravity & Density (Rice)	$	180.00	Each
	CT370		Moisture Content by Microwave Oven	$	60.00	Each
D5444	CT202		Sieve Analysis of Extracted Sample	$	150.00	Each
C136	CT202		Sieve Analysis of Bin Aggregate Sample, each	$	60.00	Each
C136	CT202		Sieve Analysis of Combined Aggregate Sample	$	200.00	Each
D6307	CT382		Asphalt Content by Ignition Oven (Bitumen Content)	$	170.00	Each
D6307	CT382		Asphalt Content by Ignition Oven (Correction Factor)	$	240.00	Each
D1188			Unit Weight – Molded Specimen or Cores	$	45.00	Each
D2726, D6926			Compacted Maximum Density – MARSHALL	$	200.00	Each
D2172	CT310		Extraction, % Asphalt, including Gradation	$	135.00	Each
D1560	CT366		Hveem Stability and Unit Weight CTM or ASTM	$	100.00	Each
MASONRY TESTING						
ASTM		**UBC**				
C140			Compression Test of CMU Block (gross)	$	50.00	Each
C140			Absorption & Moisture Content	$	50.00	Each
C426			Linear Shrinkage	$	150.00	Each
C140			Unit Weight	$	60.00	Each
C140			Dimensional Measurements	$	40.00	Each
C1006			Splitting Tensile Strength	$	80.00	Each
C140			Compression Test of Masonry Core	$	60.00	Each
		21-16	Compression Test of 2" x 4" Mortar Cylinder	$	25.00	Each
		21-17	Compression Test of Composite Prism	$	90.00	Each
		21-18	Compression Test of 3" x 3" x 6" Grout	$	50.00	Each

REINFORCING BARS				
ASTM	**CTM**			
Resistance Butt Welded Splices (Ultimate Butt Splice)				
A370	CT670	Sample, up to	$	50.00 Each
A370	CT670	Control Bar, up to 11/36mm	$	50.00 Each
Mechanical Splices (Ultimate Butt Splice or Service Splice)				
A370	CT670	Sample with Slip, up to #11/36mm	$	130.00 Each
A370	CT670	Sample with no Slip,	$	60.00 Each
A370	CT670	Control Bar, up to #11/36mm	$	60.00 Each
A370	CT670	Sample with Slip, #14/43mm	$	160.00 Each
A370	CT670	Sample with no Slip, #14/43mm	$	110.00 Each
Mechanical Splices (Ultimate Butt Splice or Service Splice)				
A370	CT670	Control Bar, #14/43mm	$	110.00 Each
A370	CT670	Sample with Slip, #18/57mm	$	220.00 Each
A370	CT670	Sample with no Slip,	$	190.00 Each
A370	CT670	Control Bar, #18/57mm	$	190.00 Each
Headed Bars				
A970		Sample, up to	$	90.00 Each
A970		Sample, #14/43mm	$	160.00 Each
A970		Sample, #18/57mm	$	190.00 Each

MISCELLANEOUS TESTING EQUIPMENT			
Core Drill – Asphalt and Concrete Coring	$	150.00	Day
Skidmore Wilhelm Bolt Tension Calibrator	$	90.00	Day
Torque Wrench, Over 750 Ft-Lb	$	90.00	Day
Torque Wrench, Up to 750 Ft-Lb	$	60.00	Day

<u>EXHIBIT C</u>

<u>INSURANCE REQUIREMENTS</u>

Without limiting Consultant's indemnification of City, 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 City.

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 City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City 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 City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City 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 City 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 City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City'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, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City 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 City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, 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 City, 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 City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City 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 City 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 City.

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

City's right to revise specifications. The City 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 City and Consultant may renegotiate Consultant's compensation.

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

Timely notice of claims. Consultant shall give the City 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.

EXHIBIT B

Statement of Qualifications Received from GeoAdvantec, Inc.

[On File in City of Industry City Clerk's Office]

CITY COUNCIL

ITEM NO. 7.6

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager

STAFF: Alex Gonzalez, Director of Development Services and Administration
Kristen Weger, Management Analyst III

DATE: January 25, 2018

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Advanced Avant-Garde Corporation dba Avant-Garde, Inc., for contract and funding administration services for capital improvement projects, increasing compensation under the original agreement by $290,000.00, and extending the agreement through December 8, 2019

Background:

On February 23, 2017, the City approved a Professional Services Agreement with Advanced Avant-Garde Corporation dba Avant-Garde, Inc., ("Avant-Garde"), to provide contract and funding administration for citywide bridges, in an amount not to exceed $145,000.00, for a one-year period ending February 23, 2018.

Discussion:

City staff determined that additional contract and funding administration services are needed to support the City's Capital Improvement Program ("CIP") as a whole, citywide. Amendment No. 1 to the Professional Services Agreement with Avant-Garde, Inc. expands the scope to include, but is not limited to, assisting the City with project management support services for the City's Capital Improvement Program, serve as the City's liaison between finance and engineering consultants on project related activities, coordinate with project engineers to collect the description of work and cost estimate breakdown of all project phases, assist finance during audits, research and determine potential grants and related funding sources, prepare and submit grants as requested, prepare agenda reports for City Council as requested, prepare Caltrans submittals, provide labor compliance as requested on construction projects to include, but not limited to conducting field interviews, review of certified payroll records and associated paperwork, conflict resolution and coordination.

The City is scheduled to go into construction on a number of CIP projects over the next couple of years utilizing the 2015 bond proceeds. Additional support is being requested to support the CIP program with these efforts.

Given the need for additional services over the next two years, and the costs related to those services, City Staff is recommending that the Council approve the first amendment.

Table 1 – Summary of Project Costs

Professional Services Agreement with Avant-Garde, Inc.	$145,000.00
Amendment No. 1 to Professional Services	$290,000.00
Total	**$435,000.00**

Fiscal Impact:

Appropriate $290,000.00 from Capital Improvements – Bridges & Culverts – General Engineering (Account No. 120-705-5900) for the Professional Services Agreement with Advanced Avant-Garde Corporation dba Avant-Garde, Inc.

Recommendation:

1.) Approve Amendment No. 1 to the Professional Services Agreement with Advanced Avant-Garde Corporation dba Avant-Garde, Inc. in an amount not to exceed $435,000.00; and
2.) Appropriate $290,000.00 Capital Improvements – Bridges & Culverts – General Engineering (Account No. 120-705-5900).

Exhibits:

A. Amendment No. 1 to the Professional Services Agreement with Advanced Avant-Garde Corporation dba Avant-Garde, Inc., dated January 11, 2018
B. Professional Services Agreement with Advanced Avant-Garde, Corporation dba Avant-Garde, Inc., dated February 23, 2017

PJP/AG/KW:af

EXHIBIT A

Amendment No. 1 to the Professional Services Agreement with Advanced Avant-Garde Corporation dba Avant-Garde, Inc., dated January 25, 2018

[Attached]

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES
WITH ADVANCED AVANT-GARDE CORPORATION

This Amendment No. 1 to the Agreement for Consulting Services ("Agreement"), is made and entered into this 25th day of January, 2018, ("Effective Date") by and between the City of Industry, a California municipal corporation ("City") and Advanced Avant-Garde Corporation dba Avant-Garde, Inc. ("Consultant"), a California corporation. The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about February 23, 2017, the City, approved a Professional Services Agreement for Consulting Services with Advanced Avant-Garde Corporation, to serve as the City liaison on contract funding and administration for citywide bridge related activities; and

WHEREAS, the term of the Agreement is through February 23, 2018. The Parties desire to amend the Agreement to extend the term through December 8, 2019, to cover an additional twenty-two (22) months of service while the Consultants assist the City providing project management support services to the City's Capital Improvement Program; and

WHEREAS, the Parties to desire to amend the Agreement to expand the Scope of Services to include, assisting the City with project management support services for the City's Capital Improvement Program, serve as the City's liaison between finance and engineering consultants on project related activities, coordinate with project engineers to collect the description of work and cost estimate breakdown of all project phases, assist finance during audits, research and determine potential grants and related funding sources, prepare and submit grants as requested, prepare agenda reports for City Council as requested, prepare Caltrans submittals, provide labor compliance as requested on construction projects to include, but not limited to conducting field interviews, review of certified payroll records and associated paperwork, conflict resolution and coordination; and

WHEREAS, given that additional work, the Parties desire to amend the Agreement to increase the compensation of the Agreement by $290,000.00; and

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

AMENDMENT

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

Section 1. Term

Section 1 of the Agreement shall be revised in its entirety to read as follows:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 8, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

Section 4. Payment

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

(a) This amount shall not exceed Four Hundred Thirty-Five Thousand Dollars ($435,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit A Scope of Services

Exhibit A shall be amended to include the following additional services:

Consultant shall assist the City with project management support services for the City's Capital Improvement Program, serve as the City's liaison between finance and engineering consultants on project related activities, coordinate with project engineers to collect the description of work and cost estimate breakdown of all project phases, assist finance during audits, research and determine potential grants and related funding sources, prepare and submit grants as requested, prepare agenda reports for City Council as requested, prepare Caltrans submittals, provide labor compliance as requested on construction projects to include, but not limited to conducting field interviews, review of certified payroll records and associated paperwork, and conflict resolution and coordination.

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

"CITY"
City of Industry

By: ______________________________
Paul J. Philips, City Manager

"CONSULTANTS"
Advanced Avant-Garde Corporation dba Avant-Garde, Inc.

By: ______________________________
Lissette Calleros, Vice President

Attest:

By: ______________________________
Diane M. Schlichting, Chief Deputy City Clerk

APPROVED AS TO FORM

By: ______________________________
James M. Casso, City Attorney

EXHIBIT B

Professional Services Agreement with Advanced Avant-Garde Corporation dba Avant-Garde, Inc., dated February 23, 2017

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of February 23, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Advanced Avant-Garde Corporation dba Avant-Garde, Inc. a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City 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, City 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 February 23, 2018, 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 City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City 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 City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing contract and funding administration 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) City has not consented in writing to Consultant's performance of such work. No officer or employee of City 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 City. If Consultant was an employee, agent, appointee, or official of the City 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 City 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

City's City Manager, or his designee, shall represent the City 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 City 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 One Hundred Forty Five Thousand Dollars ($145,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City'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 City 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. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City 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 City 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 City 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 City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City 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 City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City 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 City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City 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 City.

7. 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 City 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 City, 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 City, 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 City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

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

8. 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.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City 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 City 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 City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City 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, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. 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 City, 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.

11. 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 City 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 City 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 City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy to:	Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746 Attention: James M. Casso, City Attorney

To Consultant: Advanced Avant-Garde Corporation
dba Avant-Garde, Inc.
3670 W. Temple Avenue #278
Pomona, CA 91768
Attention: Lissette Calleros

15. 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 City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying City 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 City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconstultant 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 City 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.

16. GOVERNING LAW/ATTORNEYS' FEES

The City 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. WAIVER

The waiver by City 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 City or Consultant unless in writing.

22. 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.

23. 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.

"CITY"
CITY OF INDUSTRY

By: ______________________
Paul J. Philips, City Manager

"CONSULTANT"
ADVANCED AVANT-GARDE CORPORATION dba AVANT-GARDE, INC.

By ______________________
Lissette Calleros, Vice President

Attest:

By: ______________________
Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By: ______________________
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

- Serve as the City liaison on contract funding and administration for citywide bridges related activities.
- Assist in the preparation of agreements and miscellaneous project related documents as requested by the City.
- Coordination with the engineering team as requested by the City.
- Prepare agenda reports for City Council meetings as requested by the City.
- Prepare miscellaneous reports and assist City staff as requested by the City.
- Coordination with the project engineer to collect the description of the work and cost estimate including a breakdown of all phases of the project, whether they are federal participating and the type/amount of match funds, project schedule, list of utilities affected by the project, if any.
- Preparation of the following Caltrans submittals:
    1. Request for Authorization to Proceed with Preliminary Engineering.
    2. Assist with RFQ process and prepare award submittal to Caltrans.
    3. Package Environmental Submittal Prepared by the Engineering consultant.
    4. Prepare Right of Way Submittal to Caltrans.
    5. Process reimbursement requests during the both authorized phases; engineering and construction.
    6. Assist in the administration of the bid phase.
    7. Prepare award package to Caltrans.
    8. Prepare project close out documents.
- Due to the nature of funding on this project; Davis bacon compliance will be required during construction. Consultant shall perform the following:
    1. Pre-bid meeting attendance and review of labor requirements with prospective bidders.
    2. Pre-construction meeting attendance & coordination.
    3. Field interviews.
    4. Review of certified payroll records and associated paperwork, conflict resolution and coordination.

EXHIBIT B

RATE SCHEDULE

Program Director	$130/hour
Program Manager	$110/hour
Program Coordinator	$ 90/hour
Program Assistant	$ 70/hour

*Fees will be billed to the half hour increments and on a time and material basis.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, 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 Agency.

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 City, 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 City 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 City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City 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 City 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 City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City'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, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City 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 City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, 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 City, 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 City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency 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 City 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 City.

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

City's right to revise specifications. The City 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 City and Consultant may renegotiate Consultant's compensation.

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

Timely notice of claims. Consultant shall give the City 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.