

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

APRIL 11, 2019
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 Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

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

5. **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.

5.1 Consideration of the Register of Demands for April 11, 2019

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

5.2 Consideration of the minutes of March 20, 2019 special meeting

RECOMMENDED ACTION: Approve as submitted.

6. **ACTION ITEMS**

6.1 Consideration of Amendment No. 1 to the Professional Services Agreement with The Technology Depot, Inc., for Information Technology Support Services, increasing the compensation by \$70,000.00

RECOMMENDED ACTION: Approve the Amendment.

6.2 Consideration of a Professional Services Agreement with PlaceWorks for Environmental and Technical Services for the Nelson Avenue Intersection Improvements at Sunset Avenue and Puente Avenue, in an amount not-to-exceed \$13,589.00

RECOMMENDED ACTION: Approve the Agreement.

6.3 Consideration of a Professional Services Agreement with ORSA Consulting Engineers, Inc. for the engineering design of new street lights along Arenth Avenue in an amount not-to-exceed \$75,000.00

RECOMMENDED ACTION: Approve the Agreement.

6.4 Consideration of Change Order Nos. 5 and 6, for Phase 1 Hudson (YAL) Building Tenant Improvements, with Golden Gate Steel, Inc. (Contract No. CITY-1441)

RECOMMENDED ACTION: Approve Change Order Nos. 5 and 6 and authorize the Mayor to execute the Change Order.

- 6.5 Consideration of Change Order No. 1 for Industry Hills Trail Lighting Improvements (Project No. CIP-IH-18-011-B) Aldridge Electric, Inc., (Contract No. DS-18-023-B)

RECOMMENDED ACTION: Approve Change Order No. 1 and authorize the Mayor to execute the Change Order.

- 6.6 Consideration of a Professional Services Agreement with MBF Consulting, Inc. for Capital Water Improvement projects in the amount of \$95,000.00

RECOMMENDED ACTION: Approve the Agreement.

- 6.7 Consideration of Resolution No. CC 2019-16, a Resolution of the City Council of the City of Industry, Rescinding All Resolutions Authorizing the Issuance of a Legislative Subpoena to San Gabriel Valley Water and Power, LLC

RECOMMENDED ACTION: Consider Resolution No. CC 2019-16.

7. **CITY COUNCIL COMMITTEE REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

- 10.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Gabriel Valley Water and Power, LLC v. City of Industry, *et al.*
Superior Court of California, County of Los Angeles
Case No. BS174700

- 10.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: William Hayes vs. City of Industry, *et al.*
Superior Court of California, County of Los Angeles
Case No. 19STCV108763

- 10.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. San Gabriel Valley Water and Power, LLC., William Barkett, *et al.*
Superior Court of California, County of Los Angeles
Case No. 19STCV10150

10.4 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Case: Concerned Citizens of City of Industry v. City of Industry, et al.

Los Angeles County Superior Court

Case No. BC700716

11. Adjournment. The next regular City Council Meeting will be Thursday, April 25, 2019 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF APRIL 11, 2019**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,467,108.42
103	PROP A FUND	14,088.42
120	CAPITAL IMPROVEMENT FUND	419,931.35
TOTAL ALL FUNDS		2,901,128.19

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	27,179.94
PROP/A	PROP A - CKING ACCOUNT	14,088.42
REF	REFUSE - CKING ACCT	1,363,409.25
WFBK	WELLS FARGO - CKING ACCOUNT	1,496,450.58
TOTAL ALL BANKS		2,901,128.19

APPROVED PER CITY MANAGER

CITY OF INDUSTRY

BANK OF AMERICA

April 11, 2019

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
WT1108	03/21/2019		MIDAMERICA ADMINISTRATIVE &	\$23,070.96
	Invoice	Date	Description	Amount
	APRIL 2019	03/21/2019	MEDECAL PREIMUM REIMBURSEMENTS	\$23,070.96
WT1109	03/21/2019		JOHN HANCOCK USA	\$4,108.98
	Invoice	Date	Description	Amount
	2/9-3/8/19	03/21/2019	PARS CONTRIBUTIONS FOR FEBRUARY 2019	\$4,108.98

Checks	Status	Count	Transaction Amount
	Total	2	\$27,179.94

CITY OF INDUSTRY

PROP A

April 11, 2019

Check	Date			Payee Name	Check Amount
PROPA.CHK - Prop A Checking					
90059	04/02/2019			SO CALIFORNIA EDISON COMPANY	\$150.19
	Invoice	Date	Description	Amount	
	2019-00001344	03/23/2019	2/21-3/22/19 SVC-600 S BREA CYN B	\$150.19	
90060	04/11/2019			CNC ENGINEERING	\$845.00
	Invoice	Date	Description	Amount	
	458390	03/28/2019	ANNUAL BUS STOP ADA IMPROVEMENTS	\$660.00	
	458402	03/28/2019	CITYWIDE ADA SELF EVAL/TRANSITION PLAN	\$185.00	
90061	04/11/2019			COUNTY OF LA DEPT OF PUBLIC	\$9,560.89
	Invoice	Date	Description	Amount	
	PW-19031104243	03/11/2019	FAIRWAY GRADE SEPARATION	\$9,560.89	
90062	04/11/2019			INDUSTRY SECURITY SERVICES	\$3,467.34
	Invoice	Date	Description	Amount	
	14-23766	03/22/2019	SECURITY SVC-METROLINK	\$1,729.73	
	14-23783	03/29/2019	SECURITY SVC-METROLINK	\$1,737.61	
90063	04/11/2019			JANUS PEST MANAGEMENT	\$65.00
	Invoice	Date	Description	Amount	
	207036	01/29/2019	PEST SVC-METROLINK	\$65.00	

Checks	Status	Count	Transaction Amount
	Total	5	\$14,088.42

**CITY OF INDUSTRY
WELLS FARGO REFUSE
April 11, 2019**

Check	Date			Payee Name	Check Amount
REFUSE - Refuse Account					
WT260	04/03/2019			CITY OF INDUSTRY DISPOSAL CO.	\$1,354,112.90
	Invoice	Date	Description		Amount
	3587127	03/31/2019	REFUSE SVC 3/1-3/31/19		\$1,354,112.90
80122	04/11/2019			K.W. GLOBAL, INC.	\$9,296.35
	Invoice	Date	Description		Amount
	3/25/2019	03/25/2019	REFUND-CID ACCT #413033		\$9,296.35

Checks	Status	Count	Transaction Amount
	Total	2	\$1,363,409.25

CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS
April 11, 2019

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
69114	07/12/2018		COUNTY OF ORANGE	(\$1,798.03)
	Invoice	Date	Description	Amount
	6/27/18	06/27/2018	VOIDED-CHECK IS STALE	(\$1,798.03)
70636	02/20/2019		NEOFUNDS BY NEOPOST	(\$653.30)
	Invoice	Date	Description	Amount
	02/03/19	02/03/2019	VOIDED-CHECK WAS LOST	(\$653.30)
70753	03/14/2019		DFM ASSOCIATES	(\$57.11)
	Invoice	Date	Description	Amount
	43951	02/15/2019	VOIDED-CHECK NOT NEEDED	(\$57.11)

Checks	Status	Count	Transaction Amount
	Total	3	(\$2,508.44)

CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFER
April 11, 2019

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
WT10007	04/11/2019	SCHLICHTING, DIANE		\$10,365.35
	Invoice	Date	Description	Amount
	4/1-4/30/19	04/02/2019	PER SETTLEMENT AGRMT DATED 8/22/18	\$10,365.35

Check	Status	Count	Transaction Amount
	Total	1	\$10,365.35

**CITY OF INDUSTRY
WELLS FARGO BANK
April 11, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70899	03/27/2019		INDUSTRY PUBLIC UTILITY	\$55.00
	Invoice	Date	Description	Amount
	2019-00001333	03/15/2019	02/10-03/10/19 SVC - 370 GRAND AVE SOUTH	\$55.00
70900	03/27/2019		SAN GABRIEL VALLEY WATER CO.	\$1,458.17
	Invoice	Date	Description	Amount
	2019-00001334	03/14/2019	02/11-03/13/19 SVC - 132 IRRIG PUENTE	\$344.71
	2019-00001335	03/14/2019	02/11-03/13/19 SVC - 123 IRRIG WORKMAN MILL	\$231.40
	2019-00001336	03/14/2019	02/11-03/13/19 SVC - 13756 VALLEY	\$178.53
	2019-00001337	03/18/2019	02/13-03/15/19 SVC - 14329 VALLEY	\$703.53
70901	03/27/2019		SO CALIFORNIA EDISON COMPANY	\$1,066.52
	Invoice	Date	Description	Amount
	2019-00001338	03/13/2019	02/08-03/12/19 SVC - 575 BALDWIN PARK BLVD U	\$70.44
	2019-00001339	03/13/2019	01/11-03/08/19 SVC - VALLEY BLVD U-VARIOUS SITES	\$818.15
	2019-00001340	03/14/2019	02/11-03/13/19 SVC - 490 7TH U	\$55.48
	2019-00001341	03/19/2019	02/14-03/18/19 SVC - PECK RD S/O PELLISSIER	\$39.30
	2019-00001342	03/19/2019	02/14-03/18/19 SVC - 1341 FULLERTON RD	\$83.15
70902	03/28/2019		NEOFUNDS BY NEOPOST	\$653.30
	Invoice	Date	Description	Amount
	02/03/19-A	02/03/2019	POSTAGE/SUPPLIES-FINANCE DEPT	\$653.30
70903	04/02/2019		FIDELITY SECURITY LIFE	\$1,259.14
	Invoice	Date	Description	Amount
	163851341	04/01/2019	VISION PREMIUM FOR APRIL 2019	\$1,259.14

**CITY OF INDUSTRY
WELLS FARGO BANK
April 11, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70904	04/02/2019		HUMANA INSURANCE COMPANY	\$5,515.60
	Invoice	Date	Description	Amount
	389690381	03/13/2019	DENTAL PREMIUM FOR APRIL 2019	\$5,515.60
70905	04/02/2019		MUTUAL OF OMAHA	\$5,208.84
	Invoice	Date	Description	Amount
	899908273	04/01/2019	LIFE INSURANCE PREMIUM FOR APRIL 2019	\$5,208.84
70906	04/02/2019		UNUM LIFE INSURANCE COMPANY	\$4,034.18
	Invoice	Date	Description	Amount
	4/1-4/30/19	03/18/2019	LONG TERM CARE PREMIUM FOR APRIL 2019	\$4,034.18
70907	04/03/2019		AT & T	\$458.63
	Invoice	Date	Description	Amount
	2019-00001361	03/17/2019	03/17-04/16/19 SVC - TONNER CYN-GUARD SHACK	\$233.40
	2019-00001362	03/17/2019	03/17-04/16/19 SVC - TONNER CYN-RADIO	\$225.23
70908	04/03/2019		FRONTIER	\$321.73
	Invoice	Date	Description	Amount
	2019-00001363	03/16/2019	03/16-04/15/19 SVC - PH AUTO PLAZA	\$176.97
	2019-00001364	03/16/2019	03/16-04/15/19 SVC - BREA CYN PUMP STN	\$74.06
	2019-00001365	03/19/2019	03/19-04/18/19 SVC - FOLLOW'S CAMP GUARD	\$70.70
70909	04/03/2019		SAN GABRIEL VALLEY COUNCIL OF	\$150.00
	Invoice	Date	Description	Amount
	GA-2019-107	03/29/2019	GENERAL ASSEMBLY ON 4/10/19-SAM PEDROZA AND	\$150.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 11, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70910	04/03/2019		SAN GABRIEL VALLEY WATER CO.	\$44.79
	Invoice	Date	Description	Amount
	2019-00001366	03/19/2019	02/14-03/18/19 SVC - 336 EL ENCANTO	\$44.79
70911	04/03/2019		SO CALIFORNIA EDISON COMPANY	\$48,608.53
	Invoice	Date	Description	Amount
	2019-00001345	03/19/2019	02/14-03/18/19 SVC - 17635 GALE	\$1,020.30
	2019-00001346	03/20/2019	02/14-03/18/19 SVC - VARIOUS SITES	\$841.03
	2019-00001347	03/20/2019	02/14-03/18/19 SVC - VARIOUS SITES	\$5,181.70
	2019-00001348	03/20/2019	02/15-03/19/19 SVC - 900 NOGALES U	\$39.73
	2019-00001349	03/20/2019	01/15-03/18/19 SVC - VARIOUS SITES	\$2,226.29
	2019-00001350	03/20/2019	02/01-03/01/19 SVC - VARIOUS SITES	\$4,266.12
	2019-00001351	03/20/2019	02/01/16-03/01/19 SVC - VARIOUS SITES	\$31,001.29
	2019-00001353	03/20/2019	01/15-03/18/19 SVC - VARIOUS SITES	\$3,392.82
	2019-00001354	03/22/2019	02/20-03/21/19 SVC - 14661 & 14911 CLARK AVE U	\$112.73
	2019-00001355	03/23/2019	02/21-03/22/19 SVC - 580 BREA CYN RD	\$14.57
	2019-00001356	03/23/2019	02/21-03/22/19 SVC - 575 BREA CYN RD	\$14.85
	2019-00001357	03/23/2019	02/21-03/22/19 SVC - 21380 VALLEY PED	\$14.05
	2019-00001358	03/23/2019	02/21-03/22/19 SVC - 1007 LAWSON ST TC1	\$43.00
	2019-00001359	03/27/2019	02/25-03/26/19 SVC - 17378 GALE AVE B	\$336.55
	2019-00001360	03/27/2019	02/25-03/26/19 SVC - 745 ANAHEIM PUENTE RD CP	\$61.94
	2019-00001367	03/20/2019	02/14-03/18/19 SVC - VARIOUS SITES	\$41.56
70912	04/03/2019		SO CALIFORNIA EDISON COMPANY	\$180.16
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
April 11, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2019-00001352	03/20/2019	02/14-03/18/19 SVC - 19001 TONNER CYN RD	\$180.16
70913	04/03/2019		SOCALGAS	\$31.18
	Invoice	Date	Description	Amount
	2019-00001368	03/20/2019	02/14-03/18/19 SVC - 610 S BREA CYN RD	\$16.88
	2019-00001369	03/26/2019	02/21-03/22/19 SVC - 13756 VALLEY BLVD	\$14.30
70914	04/11/2019		AGUILAR, DENNIS, EDMOND	\$450.00
	Invoice	Date	Description	Amount
	PPDAVF2019	03/26/2019	MUSIC PERFORMANCE AT VICTORIAN FAIR	\$450.00
70915	04/11/2019		BERT J. DAVIDSON	\$400.00
	Invoice	Date	Description	Amount
	BDVF2019	03/26/2019	PRESENTATION AT VICTORIAN FAIR	\$400.00
70916	04/11/2019		BLAKE AIR CONDITIONING COMPANY	\$1,419.00
	Invoice	Date	Description	Amount
	M45554	03/18/2019	A/C MAINT-CITY HALL	\$1,419.00
70917	04/11/2019		BLUE OCEAN MEDIA	\$200.00
	Invoice	Date	Description	Amount
	PPBOMVAP1	03/27/2019	PHOTOGRAPHY SVC AT VOLUNTEER DINNER-	\$200.00
70918	04/11/2019		BRYAN PRESS	\$120.98
	Invoice	Date	Description	Amount
	0081154	03/14/2019	BUSINESS CARDS- V. MERCADO & N. VASQUEZ	\$120.98

**CITY OF INDUSTRY
WELLS FARGO BANK
April 11, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70919	04/11/2019		CASC ENGINEERING AND	\$2,385.00
	Invoice	Date	Description	Amount
	40418	02/28/2019	NPDES CONSULTING-COI	\$2,385.00
70920	04/11/2019		CASSO & SPARKS, LLP	\$77,648.78
	Invoice	Date	Description	Amount
	20321	03/21/2019	COI-LEGAL SVC FOR JAN 2019	\$50,275.28
	20322	03/21/2019	SA-LEGAL SVC FOR JAN 2019	\$27,373.50
70921	04/11/2019		CATHERINE MARCUCCI	\$164.82
	Invoice	Date	Description	Amount
	03/25/19	03/25/2019	REIMBURSE FOR TRAVEL EXP-WASHINGTON 3/12-	\$164.82
70922	04/11/2019		CHEM PRO LABORATORY, INC	\$283.00
	Invoice	Date	Description	Amount
	645265	02/23/2019	WATER TREATMENT-FEB 2019	\$283.00
70923	04/11/2019		CHRISTINA AGUIRRE	\$4,889.25
	Invoice	Date	Description	Amount
	WINTER 2019	03/28/2019	REIMBURSE FOR TUITION AND BOOKS	\$4,889.25
70924	04/11/2019		CINTAS CORPORATION LOC 693	\$381.56
	Invoice	Date	Description	Amount
	4018809337	03/25/2019	DOOR MATS	\$270.36
	693199708	03/25/2019	DOOR MATS	\$55.60

**CITY OF INDUSTRY
WELLS FARGO BANK
April 11, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	693197714	03/18/2019	DOOR MATS	\$55.60
70925	04/11/2019		CITY OF INDUSTRY-PAYROLL ACCT	\$100,000.00
	Invoice	Date	Description	Amount
	P/R PE 3/22/19	03/27/2019	REIMBURSE PAYROLL PE 3/22/19	\$100,000.00
70926	04/11/2019		CNC ENGINEERING	\$188,852.75
	Invoice	Date	Description	Amount
	458369	03/28/2019	INDUSTRY HILLS FUEL TANKS DISPENSING	\$825.00
	458370	03/28/2019	NELSON AVE/SUNSET AVE IMPROVEMENT	\$1,545.00
	458371	03/28/2019	SAN JOSE RECONSTRUCTION	\$4,070.00
	458372	03/28/2019	SAFETY UPGRADES AT RR CROSSINGS	\$92.50
	458373	03/28/2019	HOMESTEAD MUSEUM IMPROVEMENTS	\$820.00
	458374	03/28/2019	CITY HALL MAINT	\$1,110.00
	458375	03/28/2019	TRES HERMANOS GENERAL ENGINEERING	\$1,555.00
	458376	03/28/2019	VARIOUS CITY PAID EXPENSE FOR TRES HERMANOS	\$4,642.50
	458377	03/28/2019	CHINO RANCH DAM RENOVATION	\$1,705.00
	458378	03/28/2019	EXPO CENTER STANDARDS OF FACILITIES MAINT	\$7,329.00
	458379	03/28/2019	TONNER CYN PROPERTY	\$1,955.00
	458380	03/28/2019	NPDES STORM WATER	\$2,332.50
	458381	03/28/2019	GENERAL ENGINEERING 3/11-3/24/19	\$63,640.00
	458382	03/28/2019	205 HUDSON AVE BLDG IMPROVEMENT	\$1,480.00
	458383	03/28/2019	ARENTH AVE RECONSTRUCTION	\$3,222.50
	458384	03/28/2019	WALNUT DR SOUTH WIDENING	\$4,010.00
	458385	03/28/2019	GENERAL ENGINEERING-PLAN APPROVAL	\$4,438.75
	458386	03/28/2019	GENERAL ENGINEERING-TRAFFIC ENGINEERING	\$13,900.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 11, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
458387	03/28/2019		GENERAL ENGINEERING-COUNTER SERVICE	\$2,060.00
458388	03/28/2019		GENERAL ENGINEERING-PERMITS	\$26,145.00
458389	03/28/2019		4TH AVE AND TRAILSIDE WATERLINE	\$1,080.00
458391	03/28/2019		DON JULIAN RD RESURFACING	\$6,525.00
458392	03/28/2019		ANNUAL SLURRY SEAL FY 2019	\$825.00
458393	03/28/2019		FULLERTON RD PCC	\$1,522.50
458394	03/28/2019		SEWER DESIGN-EXPO CENTER	\$3,002.50
458395	03/28/2019		KELLA AVE STORM DRAIN	\$40.00
458396	03/28/2019		INDUSTRY HILLS GRAND ARENA PAINTING	\$2,217.50
458397	03/28/2019		INDUSTRY HILLS LIGHTING	\$2,288.75
458398	03/28/2019		INDUSTRY HILLS TRAIL GRADING RESTORATION	\$12,160.00
458405	03/28/2019		EXPO CENTER MAIN GATE	\$1,533.75
458406	03/28/2019		RESURFACING DESIGN-EXPO CENTER PARKING LOT	\$10,780.00
70927	04/11/2019		CNC ENGINEERING	\$88,248.75
Invoice	Date		Description	Amount
458349	03/28/2019		CITY STREET LIGHT PURCHASE	\$370.00
458351	03/28/2019		TURNBULL CYN RD GRADE SEPARATION	\$7,202.50
458352	03/28/2019		FAIRWAY DR GRADE SEPARATION	\$2,035.00
458353	03/28/2019		FULLERTON RD GRADE SEPARATION	\$3,885.00
458354	03/28/2019		NOGALES GRADE SEPARATION	\$140.00
458355	03/28/2019		EAST END DEVELOPMENT-GRAND AVE BRIDGE	\$15,998.75
458356	03/28/2019		CARTEGRAPH MGMT	\$15,760.00
458357	03/28/2019		TARGET SPEED SURVEY	\$740.00
458358	03/28/2019		ARENTH AVE STREET LIGHT PROJ	\$1,665.00
458359	03/28/2019		ARENTH AVE RECONSTRUCTION	\$2,175.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 11, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
458360	03/28/2019		NELSON AVE/PUENTE AVE WIDENING	\$577.50
458361	03/28/2019		VARIOUS ASSIGNMENTS RELATED TO SA	\$5,377.50
458362	03/28/2019		FOLLOW'S CAMP PROPERTY	\$2,145.00
458363	03/28/2019		AZUSA AVE/TEMPLE AVE MODIFICATIONS	\$515.00
458364	03/28/2019		BUSINESS PKY PCC PAVEMENT	\$6,060.00
458365	03/28/2019		ROWLAND ST RECONSTRUCTION	\$3,645.00
458366	03/28/2019		FISCAL YEAR BUDGET	\$5,152.50
458367	03/28/2019		AZUSA AVE BRIDGE REPAINTING	\$185.00
458368	03/28/2019		HIGHWAY BRIDGE PROGRAM FUNDING	\$92.50
458399	03/28/2019		EL ENCANTO CARPET IMPROVEMENTS	\$2,347.50
458400	03/28/2019		SITE PLAN FOR SHERIFF TRAILER	\$7,625.00
458401	03/28/2019		CITYWIDE SIGNAGE IPDATE	\$310.00
458403	03/28/2019		HATCHER YARD FACILITIES DEMO	\$885.00
458404	03/28/2019		METROLINK STATION VIDEO SECURITY SYSTEM	\$650.00
458407	03/28/2019		ELECTRIC VEHICLE CHARGING STATION	\$277.50
458408	03/28/2019		EMERGENCY STANDBY POWER GENERATOR	\$2,432.50
70928	04/11/2019		COALITION FOR AMERICA'S	\$3,250.00
	Invoice	Date	Description	Amount
	2019-61	04/01/2019	MEMBER FOR FY 18/19 (6 MONTHS)	\$3,250.00
70929	04/11/2019		COMFORT SYSTEMS USA	\$4,160.58
	Invoice	Date	Description	Amount
	92005038	03/27/2019	A/C MAINT-EL ENCANTO	\$1,973.83
	92005003	03/21/2019	A/C REPAIR BOILER #2-EL ENCANTO	\$2,186.75

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70930	04/11/2019		COUNTY OF LA DEPT OF PUBLIC	\$42,005.72
	Invoice	Date	Description	Amount
	PW-19031104194	03/11/2019	TRAFFIC ENGINEERING ADVISORY SVC	\$13,520.54
	PW-19031104205	03/11/2019	INSTALL TS EVP EQUIP/TIMING	\$5,006.81
	PW-19010703170	01/07/2019	PROCTOR AVE BRIDGE	\$7,372.92
	PW-19031104171	03/11/2019	PAVEMENT PATCHING	\$6,441.39
	PW-19031104172	03/11/2019	STREET MAINT/INSPECTION	\$3,021.02
	PW-19031104173	03/11/2019	EMERGENCY ROAD SERVICE	\$351.73
	PW-19031104170	03/11/2019	LITTER/DEBRIS REMOVAL	\$288.81
	PW-19031104168	03/11/2019	PUMP HOUSE MAINT	\$6,002.50
70931	04/11/2019		CREATIVE IMAGE PRODUCTS	\$1,385.65
	Invoice	Date	Description	Amount
	1541	03/11/2019	SHIRTS FOR COUNCIL MEMBERS	\$685.10
	1538	03/15/2019	FRAMES AND MATTING	\$700.55
70932	04/11/2019		DELT BUILDERS INC.	\$283,554.10
	Invoice	Date	Description	Amount
	#2CIP-IH-18-006B	03/01/2019	INDUSTRY HILLS TRAIL GRADING RESTORATION	\$298,478.00
70933	04/11/2019		DEPT OF ANIMAL CARE & CONTROL	\$1,882.70
	Invoice	Date	Description	Amount
	03/15/19	03/15/2019	SHELTER COST-FEB 2019	\$1,882.70
70934	04/11/2019		DIGITAL DPD, INC.	\$2,314.10
	Invoice	Date	Description	Amount

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WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	13519	03/15/2019	MAILERS FOR VICTORIAN FAIR-HOMESTEAD	\$2,314.10
70935	04/11/2019		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount
	8551	03/15/2019	PUENTE HILLS AUTO DISPLAY-APR 2019	\$1,763.00
70936	04/11/2019		ELEVATE PUBLIC AFFAIRS, LLC	\$22,240.26
	Invoice	Date	Description	Amount
	1542	03/13/2019	IBC STRATEGIC CONSULTING-FEB 2019	\$6,000.00
	1541	03/13/2019	MEDIA CONSULTING-FEB 2019	\$16,240.26
70937	04/11/2019		ENVIRONMENTAL SYSTEMS	\$800.00
	Invoice	Date	Description	Amount
	93608492	03/12/2019	ARCGIS ONLINE GIS TERM LICENSE	\$800.00
70938	04/11/2019		FREEWAY LACE GUILD	\$100.00
	Invoice	Date	Description	Amount
	VFFLG19	03/26/2019	DEMONSTRATION AT VICTORIAN FAIR	\$100.00
70939	04/11/2019		G S AND W PRINTING & MAILING,	\$522.11
	Invoice	Date	Description	Amount
	49577	03/15/2019	VICTORIAN FAIR MAILER-HOMESTEAD	\$522.11
70940	04/11/2019		GONSALVES & SON, JOE A.	\$10,000.00
	Invoice	Date	Description	Amount
	157296	03/20/2019	LEGISLATIVE SVC-MAR 2019	\$10,000.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70941	04/11/2019		GREATER LOS ANGELES AREA	\$1,506.24
	Invoice	Date	Description	Amount
	02-2019	02/28/2019	TONNER CYN WATER CHARGES-FEB 2019	\$1,506.24
70942	04/11/2019		HADDICK'S AUTO BODY	\$7,276.81
	Invoice	Date	Description	Amount
	048062	03/25/2019	AUTO MAINT-LIC 1210025	\$57.04
	048061	03/25/2019	AUTO MAINT-LIC 1370863	\$14.02
	048060	03/25/2019	AUTO MAINT-LIC 1370863	\$1,586.98
	048059	03/25/2019	AUTO MAINT-LIC 1279616	\$870.13
	048058	03/25/2019	AUTO MAINT-LIC 1534692	\$90.95
	048056	03/25/2019	AUTO MAINT-LIC 1094930	\$1,214.42
	048055	03/25/2019	AUTO MAINT-LIC 1429333	\$554.14
	048054	03/25/2019	AUTO MAINT-LIC 1406136	\$918.61
	048053	03/25/2019	AUTO MAINT-LIC 98407C1	\$532.81
	048052	03/25/2019	AUTO MAINT-LIC 1347776	\$1,097.71
	048049	03/25/2019	AUTO MAINT-LIC 1210025	\$140.00
	H-84431	03/09/2019	TOWING SVC-LIC 1534773 (YAL)	\$200.00
70943	04/11/2019		HISTORICAL RESOURCES, INC.	\$69,551.25
	Invoice	Date	Description	Amount
	03/27/19	03/27/2019	AGRMT REIMBURSEMENT-MAR 2019	\$66,226.17
	03/27/19-A	03/27/2019	REIMBURSE FOR OFFICE SUPPLIES	\$248.72
	03/27/19-B	03/27/2019	REIMBURSEMENT FOR F&M CREDIT CARD	\$3,076.36

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70944	04/11/2019		HORTIE-VAN INNOVATIONS MFG	\$50.00
	Invoice	Date	Description	Amount
	539663	02/20/2019	DELIVERY OF FLAGS	\$50.00
70945	04/11/2019		HOWARD ROOFING COMPANY	\$425.00
	Invoice	Date	Description	Amount
	21674	03/22/2019	LEAK REPAIRS ON MAIN ROOF-HATCHER YARD	\$425.00
70946	04/11/2019		HUNDLEY, LEONARD	\$875.00
	Invoice	Date	Description	Amount
	PPLHVF2019	03/28/2019	FIRST AID SVC-VICTORIAN FAIR	\$875.00
70947	04/11/2019		INDUSTRY SECURITY SERVICES	\$8,748.48
	Invoice	Date	Description	Amount
	14-23762	03/22/2019	SECURITY SVC-VARIOUS SITES	\$4,374.24
	14-23779	03/29/2019	SECURITY SVC-VARIOUS SITES	\$4,374.24
70948	04/11/2019		INDUSTRY SECURITY SERVICES	\$23,453.17
	Invoice	Date	Description	Amount
	14-23757	03/22/2019	SECURITY SVC 3/15-3/21/19	\$11,721.33
	14-23774	03/29/2019	SECURITY SVC 3/22-3/28/19	\$11,731.84
70949	04/11/2019		INTERNATIONAL BUDDHIST	\$200.00
	Invoice	Date	Description	Amount
	HLTVF2019	03/26/2019	MUSICAL PERFORMANCE AT VICTORIAN FAIR	\$200.00

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
70950	04/11/2019			ISABEL AGUILAR	\$200.00
	Invoice	Date	Description	Amount	
	PPIAVF2019	03/26/2019	PRESENTATION AT VICTORIAN FAIR	\$200.00	
70951	04/11/2019			JANUS PEST MANAGEMENT	\$7,491.00
	Invoice	Date	Description	Amount	
	207188	02/01/2019	RODENT SVC-GRAND AVE GATE	\$1,900.00	
	206938	02/01/2019	PEST SVC-TONNER CYN	\$441.00	
	207816	03/01/2019	PEST SVC-TONNER CYN	\$566.00	
	207892	02/08/2019	PEST SVC-IMC	\$145.00	
	207893	02/08/2019	PEST SVC-15660 STAFFORD ST	\$85.00	
	207894	02/08/2019	PEST SVC-15559 RAUSCH RD	\$85.00	
	208013	02/22/2019	PEST SVC-OLD BREA CYN RD	\$168.00	
	207266	02/01/2019	PEST SVC-HOMESTEAD	\$580.00	
	208192	03/01/2019	PEST SVC-HOMESTEAD	\$580.00	
	206953	01/11/2019	PEST SVC-CITY HALL	\$145.00	
	206954	01/11/2019	PEST SVC-IMC	\$145.00	
	206955	01/11/2019	PEST SVC-15660 STAFFORD ST	\$85.00	
	206956	01/11/2019	PEST SVC-15559 RAUSCH RD	\$85.00	
	207088	01/14/2019	PEST SVC-OLD BREA CYN RD	\$168.00	
	207891	02/08/2019	PEST SVC-CITY HALL	\$145.00	
	208108	03/01/2019	RODENT SVC-15252 STAFFORD ST	\$300.00	
	208107	03/01/2019	RODENT SVC-15400 STAFFORD ST	\$972.00	
	208104	03/01/2019	RODENT SVC-CHESTNUT/ANAHEIM AND PUENTE RD	\$896.00	
70952	04/11/2019			JEFF PARRIOTT PHOTOGRAPHIC	\$5,861.25

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	00553	03/11/2019	PROF SVC-HOMESTEAD	\$5,861.25
70953	04/11/2019		KEENAN AND ASSOCIATES	\$3,485.00
	Invoice	Date	Description	Amount
	224113	01/29/2019	PREMIUM FOR STORAGE TANKS	\$3,485.00
70954	04/11/2019		KLAUS DUEBBERT	\$800.00
	Invoice	Date	Description	Amount
	VFKD2019	03/26/2019	ROPE MAKING DEMO AT VICTORIAN FAIR	\$800.00
70955	04/11/2019		L A COUNTY DEPT OF PUBLIC	\$37.00
	Invoice	Date	Description	Amount
	IN0684421	03/04/2019	BACKFLOW PREVENTION ASSEMBLY-EL ENCANTO	\$37.00
70956	04/11/2019		L A COUNTY DEPT OF PUBLIC	\$12,618.96
	Invoice	Date	Description	Amount
	IN190000690	03/21/2019	ACCIDENT-TEMPLE AVE @ VINELAND AVE	\$395.07
	IN190000681	03/21/2019	ACCIDENT-ARENTH AVE @ NOGALES ST	\$3,622.03
	IN190000683	03/21/2019	ACCIDENT-GALE AVE @ POST OFFICE	\$2,315.01
	IN190000687	03/21/2019	ACCIDENT-CALIFORNIA @ VALLEY BLVD	\$2,897.08
	IN190000665	03/11/2019	ACCIDENT-VALLEY @ VINELAND/2ND AVE	\$242.62
	IN190000656	03/11/2019	ACCIDENT-CALIFORNIA @ NELSON AVE	\$2,035.97
	IN190000670	03/11/2019	ACCIDENT-CROSSROADS PKY N @ CROSSROADS	\$1,111.18
70957	04/11/2019		LA PUENTE VALLEY COUNTY	\$286.63
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	BS;03/19	03/20/2019	WATER MONITORING-BOY SCOUTS RESERVOIR	\$286.63
70958	04/11/2019		LEAGUE OF CALIFORNIA CITIES	\$78.00
	Invoice	Date	Description	Amount
	189296	02/28/2019	MEMBERSHIP DUES FOR 2019	\$78.00
70959	04/11/2019		LOCKE LORD LLP	\$84,124.89
	Invoice	Date	Description	Amount
	1483770	03/18/2019	LEGAL SVC-JAN/FEB 2019	\$64,248.80
	1483756	03/18/2019	LEGAL SVC-FEB 2019	\$19,876.09
70960	04/11/2019		LOCKS PLUS, INC.	\$586.31
	Invoice	Date	Description	Amount
	24578	03/29/2019	DUPLICATE KEYS-VARIOUS SITES	\$101.84
	24282	03/22/2019	DUPLICATE KEYS-INDUSTRY HILLS	\$33.95
	33375	03/05/2019	REPAIR (2) DOORS AND REKEY-HOMESTEAD	\$450.52
70961	04/11/2019		MAILFINANCE INC.	\$1,906.16
	Invoice	Date	Description	Amount
	N7625168	03/11/2019	MAIL EQUIPMENT RENTAL 4/11-7/10/19	\$1,906.16
70962	04/11/2019		MISTY LEE DINI	\$700.00
	Invoice	Date	Description	Amount
	PPMLVF2019	03/26/2019	PRESENTATION AT VICTORIAN FAIR	\$700.00
70963	04/11/2019		MR PLANT & INTERIOR BOTANICAL	\$720.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	APR 10908	04/01/2019	PLANT MAINT-APR 2019	\$720.00
70964	04/11/2019		NATALIE MEYER	\$600.00
	Invoice	Date	Description	Amount
	PPNMVF2019	03/27/2019	FASHION PROGRAM-VICTORIAN FAIR	\$600.00
70965	04/11/2019		NELSON, WALTER	\$900.00
	Invoice	Date	Description	Amount
	PPWNVF2019	03/28/2019	HONORARIUM FOR PERFORMANCE-VICTORIAN FAIR	\$900.00
70966	04/11/2019		NOBEL SYSTEMS, INC.	\$18,400.00
	Invoice	Date	Description	Amount
	14494	01/24/2019	GEOGRAPHICAL INFORMATION SYSTEM	\$18,400.00
70967	04/11/2019		OLMOS PROFESSIONAL SERVICES	\$8,782.00
	Invoice	Date	Description	Amount
	315-A	03/31/2019	JANITORIAL SVC-CITY HALL	\$5,500.00
	317-A	03/31/2019	JANITORIAL SVC-15660 STAFFORD (YAL)	\$1,815.00
	316-A	03/31/2019	JANITORIAL SVC-IBC	\$1,467.00
70968	04/11/2019		PADILLA, YVETTE	\$295.37
	Invoice	Date	Description	Amount
	SPRING 2019-A	03/25/2019	REIMBURSE FOR BOOKS	\$295.37
70969	04/11/2019		PARS	\$600.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	42468	03/11/2019	PARS ARS FEES-JAN 2019	\$300.00
	42527	03/14/2019	REP FEES-JAN 2019	\$300.00
70970	04/11/2019		PEDROZA JR, SAMUEL	\$1,169.47
	Invoice	Date	Description	Amount
	3/22/19	03/22/2019	REIMBURSE FOR TRAVEL EXP-WASHINGTON 3/12-	\$1,169.47
70971	04/11/2019		PLACEWORKS	\$99.08
	Invoice	Date	Description	Amount
	68178	02/28/2019	13530 NELSON AVE	\$99.08
70972	04/11/2019		RANCHO PICO ENTERPRISES	\$300.00
	Invoice	Date	Description	Amount
	PPLW001	03/29/2019	LEATHER MAKING WORKSHOP ON 4/6/19-	\$300.00
70973	04/11/2019		RICOH USA, INC.	\$703.30
	Invoice	Date	Description	Amount
	5056127457	03/12/2019	METER READING-TREASURY	\$18.38
	31540031	03/15/2019	COPIER LEASE-TREASURY	\$252.66
	5056167214	03/15/2019	METER READING-HR COPIER	\$45.97
	31539289	03/15/2019	COPIER LEASE-FINANCE	\$289.36
	5056218523	03/24/2019	METER READING-FINANCE	\$96.93
70974	04/11/2019		RICOH USA, INC.	\$574.06
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	62900389	03/18/2019	COPIER LEASE-HR	\$283.94
	62932008	03/23/2019	COPIER LEASE-DEVELOPMENT	\$290.12
70975	04/11/2019		SATSUMA LANDSCAPE & MAINT.	\$116,035.09
	Invoice	Date	Description	Amount
	0319CH-1	03/28/2019	LANDSCAPE SVC-VARIOUS AGENCY SITES	\$23,709.44
	0319XROADS	03/28/2019	LANDSCAPE SVC-CROSSROADS PKY NORTH &	\$28,865.57
	0319CH	03/28/2019	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$25,206.19
	0319TA	03/28/2019	LANDSCAPE SVC-TEMPLE & AZUSA	\$38,253.89
70976	04/11/2019		SO CAL INDUSTRIES	\$90.34
	Invoice	Date	Description	Amount
	373442	03/22/2019	FENCE RENTAL-INDUSTRY HILLS	\$90.34
70977	04/11/2019		SPARKLETTS	\$49.93
	Invoice	Date	Description	Amount
	17165913 031519	03/15/2019	WATER DELIVERY	\$49.93
70978	04/11/2019		SQUARE ROOT GOLF & LANDSCAPE,	\$169,251.72
	Invoice	Date	Description	Amount
	1410ELHM	03/28/2019	LANDSCAPE SVC-VARIOUS CITY SITES	\$6,940.00
	1411ELHM	03/28/2019	LANDSCAPE SVC-EL ENCANTO	\$9,336.00
	1412ELHM	03/28/2019	LANDSCAPE SVC-HOMESTEAD	\$19,244.20
	1413H	03/28/2019	GRAFFITI REMOVAL	\$598.74
	1414H-1	03/28/2019	STREET SIGN REPAIR/INSTALLATION	\$2,892.52
	1415H-2	03/28/2019	LANDSCAPE SVC-VARIOUS CITY SITES	\$130,240.26

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
70979	04/11/2019			STAPLES BUSINESS ADVANTAGE	\$1,803.28
	Invoice	Date	Description	Amount	
	8053655049	03/16/2019	OFFICE SUPPLIES	\$1,750.75	
	8053576962	03/09/2019	OFFICE SUPPLIES	\$52.53	
70980	04/11/2019			SYNCHRONY BANK/AMAZON	\$356.10
	Invoice	Date	Description	Amount	
	S1SQC630	03/10/2019	OFFICE SUPPLIES	\$356.10	
70981	04/11/2019			TAKE MY PICTURE, INC.	\$550.00
	Invoice	Date	Description	Amount	
	PPGLVF2019	03/28/2019	DOCUMENTARY PHOTOGRAPHY-VICTORIAN FAIR	\$550.00	
70982	04/11/2019			THE BIG NORWEGIAN	\$2,538.40
	Invoice	Date	Description	Amount	
	55647	03/12/2019	REPAIR ON VERMER CHIPPER	\$2,538.40	
70983	04/11/2019			THE TECHNOLOGY DEPOT	\$6,452.50
	Invoice	Date	Description	Amount	
	10313	03/20/2019	NETWORK MAINT-TICKET #11868	\$41.25	
	10311	03/20/2019	NETWORK MAINT-TICKET #11828	\$288.75	
	10309	03/20/2019	NETWORK MAINT-TICKET #11773	\$41.25	
	10307	03/19/2019	NETWORK MAINT-TICKET #11213	\$165.00	
	10312	03/20/2019	NETWORK MAINT-TICKET #11833	\$580.00	
	10310	03/20/2019	NETWORK MAINT-TICKET #11794	\$992.50	

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
10308	03/19/2019	NETWORK MAINT-TICKET #11590		\$456.25
10328	03/22/2019	NETWORK MAINT-TICKET #11941		\$165.00
10330	03/22/2019	NETWORK MAINT-TICKET #11914		\$910.00
10331	03/22/2019	NETWORK MAINT-TICKET #11906		\$41.25
10333	03/22/2019	NETWORK MAINT-TICKET #11887		\$827.50
10362	03/27/2019	NETWORK MAINT-TICKET #11971		\$786.25
10369	03/29/2019	NETWORK MAINT-TICKET #12011		\$745.00
10370	03/29/2019	NETWORK MAINT-TICKET #11890		\$412.50
70984	04/11/2019		THOMAS, SHAUN	\$350.00
Invoice	Date	Description		Amount
PPST1VF2019	03/28/2019	HISTORIC BIKE DISPLAY-VICTORIAN FAIR 4/27/19		\$350.00
70985	04/11/2019		THOMAS, STEVEN	\$350.00
Invoice	Date	Description		Amount
PPST2VF2019	03/28/2019	HISTORIC BIKE DISPLAY-VICTORIAN FAIR 4/28/19		\$350.00
70986	04/11/2019		THOMAS AXWORTHY	\$5,580.00
Invoice	Date	Description		Amount
PPTAVF2019	03/28/2019	BRASS BAND-VICTORIAN FAIR		\$5,580.00
70987	04/11/2019		THOMSON REUTERS - WEST	\$255.00
Invoice	Date	Description		Amount
03/27/19	03/27/2019	SUBSCRIPTION FOR CALIF RULE BOOKS		\$255.00
70988	04/11/2019		TIM MIGUEL	\$300.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	PPTMVF2019	03/28/2019	HONORARIUM FOR KIZH PROGRAM-VICTORIAN FAIR	\$300.00
70989	04/11/2019		TRES HERMANOS CONSERVATION	\$410.49
	Invoice	Date	Description	Amount
	1006	03/29/2019	REIMBURSE FOR SO CAL GAS INVOICE 2/1-2/5/19	\$19.49
	1004	03/21/2019	REIMBURSE FOR VEHICLE FUEL 1/21-2/4/19	\$391.00
70990	04/11/2019		TROOP , SARAH	\$800.00
	Invoice	Date	Description	Amount
	PPSTVF2019	03/28/2019	MOURNING PROGRAM-VICTORIAN FAIR	\$800.00
70991	04/11/2019		VARNER & BRANDT, LLP	\$761.00
	Invoice	Date	Description	Amount
	15191-0007M-D	02/28/2019	SA-LEGAL SVC FOR FEB 2019	\$112.50
	15191-0006M-C	02/28/2019	SA-LEGAL SVC FOR FEB 2019	\$75.00
	15191-0003M-G	02/28/2019	SA-LEGAL SVC FOR FEB 2019	\$94.00
	15191-0002M-E	02/28/2019	SA-LEGAL SVC FOR FEB 2019	\$337.50
	15191-0007M-C	01/31/2019	SA-LEGAL SVC FOR JAN 2019	\$142.00
70992	04/11/2019		WALTERS WHOLESALE ELECTRIC	\$3,908.53
	Invoice	Date	Description	Amount
	S112723986.001	03/20/2019	ELECTRICAL SUPPLIES-EXPO LIGHTING	\$162.70
	S112665831.001	03/18/2019	ELECTRICAL SUPPLIES-EXPO LIGHTING	\$1,615.60
	S112686312.003	03/19/2019	ELECTRICAL SUPPLIES-EXPO LIGHTING	\$751.56
	S112700459.001	03/19/2019	ELECTRICAL SUPPLIES-EXPO LIGHTING	\$558.15

**CITY OF INDUSTRY
WELLS FARGO BANK
April 11, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	S112693739.001	03/18/2019	ELECTRICAL SUPPLIES-EXPO LIGHTING	\$414.84
	S112686312.002	03/19/2019	ELECTRICAL SUPPLIES-EXPO LIGHTING	\$250.52
	S112686312.001	03/19/2019	ELECTRICAL SUPPLIES-EXPO LIGHTING	\$155.16
70993	04/11/2019		WEATHERITE SERVICE	\$1,706.79
	Invoice	Date	Description	Amount
	L181594	03/21/2019	A/C MAINT-15660 STAFFORD/15559 RAUSCH RD	\$461.32
	L181602	03/21/2019	A/C MAINT-HOMESTEAD	\$640.47
	L181450	03/08/2019	A/C MAINT-IMC	\$172.00
	L181518	03/14/2019	A/C MAINT-IMC	\$433.00
70994	04/11/2019		WEST COAST ARBORISTS, INC.	\$3,000.00
	Invoice	Date	Description	Amount
	1-4781	03/25/2019	REMOVE (2) TREES & STUMP NEAR 15323 PROCTOR	\$3,000.00
70995	04/11/2019		WILDLIFE WAYSTATION	\$200.00
	Invoice	Date	Description	Amount
	728198	03/12/2019	PRESENTATION ON WIDELIFE AT VICTORIAN FAIR	\$200.00
70996	04/11/2019		WKE, INC	\$1,622.19
	Invoice	Date	Description	Amount
	18008.01	03/19/2019	GRAND AVE NB WIDENING OVER SAN JOSE CREEK	\$1,622.19
70997	04/11/2019		WORKMAN THEATER AND DANCE	\$350.00
	Invoice	Date	Description	Amount
	VF2019WTD	03/26/2019	DANCE PERFORMANCE AT VICTORIAN FAIR	\$350.00

CITY OF INDUSTRY
WELLS FARGO BANK
April 11, 2019

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			

Checks	Status	Count	Transaction Amount
	Total	99	\$1,488,593.67

CITY COUNCIL

ITEM NO. 5.2

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 20, 2019
PAGE 1

CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark Radecki at 5:05 p.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor Mark Radecki

ROLL CALL

PRESENT: Mark Radecki, Mayor
Cory Moss, Mayor Pro Tem
Abraham Cruz, Council Member
Catherine Marcucci, Council Member
Newell W. Ruggles, Council Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, City Attorney; Josh Nelson, Contract City Engineer; and Julie Robles, Deputy City Clerk.

PUBLIC COMMENTS

There were none.

ACTION ITEMS

CONSIDERATION OF RESOLUTION NO. CC 2019-11 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CANCELLING THE JUNE 4, 2019, GENERAL MUNICIPAL ELECTION AND PROVIDING FOR THE APPOINTMENT TO THE OFFICE OF COUNCIL MEMBER

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER MARCUCCI TO ADOPT RESOLUTION NO. CC 2019-11. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 20, 2019
PAGE 2

AYES: COUNCIL MEMBERS: CRUZ, MARCUCCI, RUGGLES, MOSS,
RADECKI
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE

ADJOURNMENT

There being no further business, the City Council adjourned at 5:07 p.m.

MARK D. RADECKI
MAYOR

JULIE ROBLES
DEPUTY CITY CLERK

CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *[Signature]*

DATE: April 11, 2019

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with The Technology Depot, Inc., for Information Technology Support Services, increasing the compensation by \$70,000

Background:

On August 23, 2018, the City Council approved a Professional Services Agreement with The Technology Depot, Inc. ("TTD") for Information Technology Services, in an amount not to exceed \$150,000 through August 22, 2019. TTD has provided the City with information technology services including, but not limited to: support for telephones and desktops; data networking; audio, video and web conferencing; and response to information technology ("IT") requests for service.

Staff is satisfied with the level of service provided by TTD, and is requesting to increase the number of hours an IT technician is on-site from eight hours (two half-days) to 16 hours (four half-days) per week.

Discussion:

Amendment No. 1 to the Professional Services Agreement will add \$70,000 to the compensation for a total amount not to extend \$220,000. The additional funds will cover the cost for on-site IT support from Monday through Thursday for four hours each day. All other terms of the Agreement remain unchanged.

Table 1 – Summary of Agreement's Costs

Professional Services Agreement	\$150,000
Amendment No. 1 (Proposed)	\$70,000
Total	\$220,000

Fiscal Impact:

Appropriate \$70,000 to General Fund – Information Technology – Computer Services (Account No. 100-525-5695.01) for Amendment No. 1 to the Professional Services Agreement with The Technology Depot, Inc.

Recommendation:

- 1.) Staff recommends that the City Council approve Amendment No. 1 to the Professional Services Agreement with The Technology Depot, Inc., in an amount not to exceed \$70,000; and
- 2.) Appropriate \$70,000 to General Fund – Information Technology – Computer Services (Account No. 100-525-5695.01).

Exhibit:

- A. Amendment No. 1 to the Professional Services Agreement with The Technology Depot, Inc., dated April 11, 2019
-

TH/BH:kt

EXHIBIT A

Amendment No. 1 to the Professional Services Agreement with
The Technology Depot Inc., dated April 11, 2019

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
WITH THE TECHNOLOGY DEPOT, INC.**

This Amendment No. 1 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 11th day of April, 2019, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and The Technology Depot, Inc., a Missouri Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about August 23, 2018, the City Council, approved a Professional Services Agreement with the Consultant to provide information technology support services for the City; and

WHEREAS, the Parties desire to increase the compensation of the Agreement by \$70,000 to increase the number of hours for on-site information technology support services; 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 4. PAYMENT

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

This amount shall not exceed Two Hundred Twenty dollars (\$220,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

“CITY”
City of Industry

“CONSULTANT”
The Technology Depot, Inc.

By: _____
Troy Helling, City Manager

By: _____
Brian Dean, President

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
Tapas Dutta, Senior Project Manager, CNC Engineering *TD*

DATE: April 11, 2019

SUBJECT: Consideration of a Professional Services Agreement with PlaceWorks for Environmental and Technical Services for the Nelson Avenue Intersection Improvements at Sunset Avenue and Puente Avenue in an amount not to exceed \$13,589

Background:

The City established a Planning Bench in 2016. Eight firms were pre-qualified through this process to provide Planning Services to the City.

Discussion:

PlaceWorks is one of the approved 2016 planning bench consultants. PlaceWorks (formerly known as the Planning Center) has been providing environmental services for over 35 years, including providing services to the City since 1989. Some of their prior projects include Puente Hills Intermodal Facility EIR and the Grand Crossing EIR.

The subject project entails providing environmental review services for the improvements at Nelson/Sunset and Nelson/Puente, which includes intersection widening and new traffic signals. The expected environmental document is a Categorical Exemption, supported by relevant technical studies. PlaceWorks has an excellent track record on similar projects and is very qualified to provide professional services for the project.

Fiscal Impact:

The Nelson/Sunset project (Project No. MP 09-05) is budgeted in the amount of \$1,000,000 in the FY 2018-19 Adopted CIP Budget and the Nelson/Puente project (Project No. MP 12-16) is budgeted in the amount of \$1,000,000 in the FY 2018-19 Adopted CIP Budget. On, March 28, 2019, the revised CIP budget was approved by the City Council which included additional funding for both projects. The 2015 Sales Tax Bond Proceeds has been allocated to City Capital Improvements – Street Improvements – Planning, Survey, & Design (Account No. 120.702.5130). No additional appropriations are needed at this time.

Recommendation:

It is hereby recommended that the City Council approve the Professional Services Agreement with PlaceWorks.

Exhibit:

A. Professional Services Agreement with PlaceWorks dated April 11, 2019

TH/JN/TD:jv

EXHIBIT A

Professional Services Agreement with PlaceWorks dated April 11, 2019

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of April 11, 2019 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and PlaceWorks, a 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 31, 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 environmental review and technical services for the Intersection Improvements and Nelson/Sunset Avenue and Nelson/Puente Avenue, 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 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 Thirteen Thousand Five Hundred and Eighty-Nine Dollars (\$13,589.00) 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: PlaceWorks
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
Attention: Dwayne Mears, AICP, Principal

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 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.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the 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

“CONSULTANT”
PlaceWorks

By: _____
Troy Helling, City Manager

By: _____
Dwayne Mears, Principal

Attest:

By: _____
Julie Gutierrez-Robles, 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

Consultant shall provide the following services related to the environmental review, and drafting of the necessary environmental document for the following projects:

- City of Industry Improvement Project No. 442: Nelson Avenue and Puente Avenue Intersection Widening
- City of Industry Improvement Project No. CIP-STR-18-036-B: Nelson Avenue and Sunset Avenue Widening Improvements

PROJECT MANAGEMENT, MEETINGS, AND PUBLIC HEARINGS

Task 1. Kick-Off Meeting

Under this task and if requested by City staff, Consultant's project manager will participate in a project kick-off meeting with the City to discuss the proposed project; discuss any known constraints and/or opportunities observed by City staff and/or project applicant; collect available project information, materials, and studies; identify any data needs and gaps; further define roles and responsibilities; set a protocol for communication; discuss the CEQA project timeline; and refine, if necessary, the overall work program. Our budget for this task assumes that the kick-off meeting will be held at the City and be coordinated by City staff. If requested or necessary, Consultant will prepare meeting notes.

Deliverable(s):

Meeting attendance and notes

TECHNICAL ANALYSIS

Provided to Consultant

This scope and budget is based on the information provided in the following technical documents:

- City of Industry Improvement Project No. 442: Nelson Avenue and Puente Avenue Intersection Widening
- City of Industry Improvement Project No. CIP-STR-18-036-B: Nelson Avenue and Sunset Avenue Widening Improvements

The above documents are assumed to be complete and contain all information necessary to adequately evaluate all impacts associated with the proposed project. They will be incorporated into the appropriate topical sections of the Initial Study and used in part as the basis for the analysis of the topical sections.

Task 2. Prepared by PlaceWorks

Consultant shall prepare the following technical analyses to support the Initial Study / Mitigated Negative Declaration, and/or other required environmental document.

Task 2.1. Air Quality and Greenhouse Gas Emissions Analysis (PlaceWorks)

Consultant will evaluate construction-related air quality and greenhouse gas (GHG) emissions impacts associated with the two intersections. Because the proposed project would not generate new vehicle trips, operational impacts will be described qualitatively. Impacts will be based on the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects within the South Coast Air Basin (SoCAB). PlaceWorks will calculate construction emissions based on the construction schedule, including duration for each construction subphase, anticipated equipment for each construction subphase, estimated demolition debris volumes, and estimated soil import/export, as provided by the City. Modeling will be conducted using the California Emissions Estimator Model (CalEEMod) and will be included as an appendix to the IS/MND. Localized air pollution impacts from onsite construction equipment exhaust and fugitive dust will also be compared to SCAQMD's screening-level localized significance thresholds (LST) for their potential to elevate concentrations of air pollutants at the adjacent land uses surrounding the project site. A construction health risk assessment is not proposed; it is assumed that based on the LST analysis, construction-related risk can be described qualitatively.

Deliverable(s):

Technical air quality and GHG modeling analysis and data, to be included as an appendix to the Initial Study

Task 2.2. Noise and Vibration Analysis (Consultant)

Consultant will evaluate potential noise and vibration impacts from the construction and operational phases associated with the two intersection improvement projects. The impact assessment will discuss relevant criteria for noise exposure based on applicable federal, state, and local standards and ordinances, including those in the noise element and municipal code. The findings of the technical analyses will be provided in a noise and vibration section in the Initial Study, and noise modeling datasheets will be provided as an appendix. Consultant will identify sensitive receptors proximate to the intersections and characterize the ambient noise environment based on aerial photography and noise contours. No ambient noise measurements are proposed. Because the proposed project would not generate new vehicle trips, and because the project would not move travel lanes closer to sensitive receptors, operational impacts will be described qualitatively. Consultant will calculate potential noise and vibration impacts from construction of the intersection improvements using industry-standard analysis techniques based on the scheduling, equipment mix, hauling, and truck trip information (as provided by the City). Vibration impacts will be assessed per criteria in the FTA's guideline document on noise and vibration impact assessment.

Deliverable(s):

Technical noise modeling analysis and data, to be included as an appendix to the Initial Study

CEQA DOCUMENTATION

Task 3. Exemption and Supporting Study

Consultant will use the CEQA Guidelines draft exemption form and prepare an accompanying memorandum that will serve as substantial evidence for the exemption. The memorandum will show the existing condition, along with the technical studies prepared in Task 2. This brief document will accompany the exemption form and be provided to the City for review and comment. Our estimate assumes one round of comments on the exemption. As the Exemption does not require public circulation, no duplication costs or responses to comments are included. We also did not scope or budget for attendance at the meeting where the item is being considered.

Deliverable(s):

Screencheck draft Initial Study and technical appendices, in digital format (PDF and MS Word)

Task 4: Filing With County Clerk

Within five days of adoption of the exemption by the City Council, Consultant will prepare the required Notice of Determination (NOD) and prepare it for filing with the county clerk. Our experience with the City is that they prefer to file the NOD themselves, however we can file if requested.

Deliverable(s):

File NOD with county clerk

Proposed Schedule

Based on the availability of a complete project description and supporting technical analyses/studies and upon project initiation, the preparation and processing of an Initial Study that will support adoption of an exemption is anticipated to require approximately four weeks from start (contract approval and notice to proceed). Note that while there is a 35-day public appeal period for an Exemption, there is no CEQA requirement for public review or response to comments.

EXHIBIT B
RATE SCHEDULE

PlaceWorks – 2019 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$215-\$335
Associate Principal	\$185-\$230
Senior Associate/Senior Scientist	\$165-\$210
Associate/Scientist	\$135-\$180
Project Planner/Project Scientist	\$105-\$135
Planner/Assistant Scientist	\$95-\$110
Graphics Specialist	\$65-\$160
Administrator	\$145-\$195
Clerical/Word Processing	\$45-\$140
Intern	\$75-\$95

Subconsultants are billed at cost plus 10%.

Mileage reimbursement rate is the standard IRS-approved rate.

Last Update: 01/09/19

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 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 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.

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract IPUC Engineer, CNC Engineering *JN*
Dev Birla, Operations Manager, CNC Engineering *DOB*

DATE: April 11, 2019

SUBJECT: Consideration of a Professional Services Agreement with ORSA Consulting Engineers, Inc. for the engineering design of new street lights along Arenth Avenue in an amount not to exceed \$75,000

Background:

There are currently no streetlights along Arenth Avenue. At the direction of City Staff, new streetlights and underground conduits will be designed and constructed in two phases. These two phases will coincide with the Arenth Avenue Reconstruction Capital Improvement Project. Phase 1 extends from Anaheim-Puente Road to Phillips Drive, and Phase 2 will continue from Phillips Drive to Nogales Street.

Discussion:

A new street light system and underground conduit system requires a power source from the existing IPUC Underground 12-kV Distribution line, in close proximity to Anaheim-Puente Road. Additionally, about 5,000 feet of underground conduits and cable systems as power source with transformation to 120/240-Volt are needed. This also includes pull boxes, underground cables, pad mount transformers, streetlight poles and luminaires, as required, with complete photometric analysis to provide street lighting to meet Illuminating Engineering Society of North America ("IES") Roadway Lighting Guidelines. The entire scope of work is covered in Exhibit A.

ORSA Consulting Engineers, Inc. ("ORSA") has submitted a proposal to provide plans and specifications to complete the work outlined in Exhibit A. Staff recommends ORSA to provide the engineering design work for the new streetlights. The ORSA team has the

expertise and good track record of doing similar work for other local cities and companies, including work they currently do in the City of Industry for EXPO Parking Lot Lights.

Fiscal Impact:

The recommended action will have a fiscal impact of \$75,000. An Appropriation of \$75,000 from the 2015 Bond Proceeds to City Capital Improvements – Street Improvements - Contract Labor Professional and Technical (Account No. 120-702-6200) is being requested.

Recommendation:

It is recommended that the City Council approve the Professional Services Agreement for Engineering Support Services with ORSA Consulting Engineers, Inc. in an amount not-to-exceed \$75,000 and appropriate \$75,000 from the 2015 Bond Proceeds to City Capital Improvements.

Exhibits:

- A. Professional Services Agreement with ORSA Consulting Engineers, Inc. dated April 11, 2019
- B. ORSA Consulting Engineers, Inc. Proposal

TH/JN/DB:jv

EXHIBIT A

Professional Services Agreement for Consulting Services with ORSA Consulting Engineers, Inc. dated April 11, 2019

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of April 11, 2019 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and ORSA Consulting Engineers, 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 June 30, 2021 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 engineering services in the area of underground power distribution line design and street light design with photometrics to comply with Illuminating Engineering Society of North America (“IES”) Roadway Lighting Guidelines 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 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 Seventy Five Thousand Dollars (\$75,000.00) 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: James M. Casso, Legal Counsel
Casso & Sparks, LLP

13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

To Consultant: ORSA Consulting Engineers, Inc.
223 E. Imperial Highway, Suite#130
Fullerton, CA 92835
Attention: Misha Davoodian

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 subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the 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

“CONSULTANT”
ORSA Consulting Engineers, Inc.

By: _____
Troy Helling, City Manager

By: _____
Misha Davoodian, Vice President

Attest:

By: _____
Julie Gutierrez- Robles, 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

Scope of work involves approximately 5,000 feet of 12,000-Volt (12-kV) underground primary design, transformation to 120/240-Volt and complete underground streetlight design with photometrics along Arenth Avenue from Anaheim-Puente Road to Phillips Drive.

Consultant shall perform the following design work:

1. Intercepting at least one existing 5-inch primary conduit at Anaheim-Puente Road and the driveway of IPUC access road adjacent to the Flood Control Channel, take it along Anaheim-Puente Road towards north and then cross towards east to a new 3'x5' pull box in the side walk of Arenth Avenue where Arenth Avenue starts.
2. Install approximately 5,000 feet of two 3-inch or 4-inch conduits (one for 12-kV primary and one for streetlights) in the sidewalk from Anaheim-Puente Road to Phillips Drive.
3. Stub primary conduit at or near Phillips Drive for next phase.
4. Add 3'x5' pull boxes for primary conduits as required and at the locations permitted by the field conditions.
5. Add transformer pads 48"x54" with small hand hole for providing power source for street light for this first phase which include the transformer details also.
6. Cable schedule and circuit diagram for 12-kV underground primary circuit with 15kV 1/0 EPR Full Concentric Neutral PE Jacketed cable and single-phase 50 KVA looped pad mounted transformers (may need at least two for first phase) with 120/240 Volt secondary as required.
7. Perform the photometric analysis including spacing of streetlights, wattage/lumens of recommended LED luminaires to provide lighting level to meet or exceed IES Guidelines.
8. Perform complete streetlight design of all 5,000 feet of first phase of Arenth Avenue to include streetlight pole foundations, streetlight pull boxes, conduits, wires and luminaires.

Tasks:

- Scope of work can be divided into five major tasks below:

TASK 1 – MEETING COORDINATION AND DOCUMENTATION

- Five (5) meetings planned during design (Kick-off, 50%, 75%, 90% & 100% of plans).
- Three (3) Site Visits for substructure location, alignment, review of existing conditions and potential physical conflicts etc.
- Final meeting to deliver plans, documents updated or created during design phase.

TASK 2 – ANALYSIS, SELECTION OF EQUIPMENT, DESIGN AND TECHNICAL SUBMITTALS AND REVIEWS

- Review existing photometric if available.
- Selection of LED Luminaires (Watts/Lumens), Pole height and obstructions (trees and Shrubbery).
- Perform photometric analysis to comply with ANSI/IES RP-8-14 Roadway Lighting Guidelines.

- Complete 12-kV primary and streetlight conduit and cable design, material descriptions with complete bill of material.
- Assistance in the bidding document and approval of technical and material submittals as required.

TASK 3 – FIELD OBSERVATIONS

- Review provided survey of Arenth Ave. to ensure existing conditions match existing plans provided by IPUC.
- Design does not physically conflict with any existing field conditions and proper construction notes on the drawings.

TASK 4 –

This task is for developing a standard of pole spacing and luminaries based on photometrics for future use in the City.

- Photometric Analysis and spacing of typical City streets such as Regional Arterial, Major Arterial, Collector and Residential streets. Two (2) scenarios are to be provided for each category above. The first is a staggered streetlight layout using both sides of the street and the second a non-staggered streetlight layout using only one side of the street. A total of eight (8) scenarios are required.

TASK 5 – SCHEDULE MONITORING AND CONTROL

- Collect all electrical plans, standards and specifications from IPUC.
- Photometric Analysis can be completed in three (3) weeks (pending all civil, survey and dig alert is inclusive in plans and available).
- Final Photometric Analysis and Luminaire plans two (2) weeks later pending IPUC approval.
- Transformer selection, single line, civil plans and foundations can be finalized four (4) weeks later.
- Completion of Photometric Analysis to be completed after completion of Arenth Avenue Street Improvement. Approximately three (3) weeks needed to complete.

EXHIBIT B
RATE SCHEDULE

Position	Rate
Principal Electrical Engineer, P.E.	\$175.00
Principal Civil/ Structural Engineer, P.E.	\$150.00
Senior Electrical Engineer, P.E.	\$122.00
Electrical Engineer	\$105.00
Senior Designer/Engineer	\$105.00
Designer/Drafting/ Engineer	\$80.00
Administrator	\$60.00
Drawing Per Sheet	\$12.00
Mileage (per mile if applicable)	\$0.55

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 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 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

ORSA Consulting Engineers, Inc. Proposal

CITY OF INDUSTRY
IMPROVEMENT PROJECT No. 1433
ARENTH AVENUE STREET IMPROVEMENT
ANAHEIM – PUENTE ROAD TO PHILLIPS DRIVE



ANAHEIM-PUENTE ROAD (START)



PHILLIPS DRIVE (END)

Industry Public Utilities Commission (IPUC)
255 N. Hacienda Blvd. Suite 222
City of Industry, California 91744
Attention: Joshua Nelson – IPUC Engineer

Subject: City of Industry Improvement Project No. 433, Arenth Avenue Street Improvement: Anaheim-Puente Road to Phillips Drive.
Photometric Analysis of Regional, Major, Collector and Residential arterial routes, two (2) scenarios for each (staggered and non-staggered).

ORSA Consulting Engineers Inc., (ORSA) is pleased to present our proposal to IPUC for the street light design for “Arenth Avenue Street Improvement Project in the City of Industry” and photometric analysis and spacing of street lights for four categories of city streets.

Statement of Understanding

ORSA understands the complexity to design street lightning on a collector venue servicing traffic between major and local streets. Arenth Ave. serves the abutting properties move traffic through the commercial and industrial areas; not to mention the fact, the corridor is heavily travelled by commercial vehicles. Further constrains limit light pole location along its northern perimeter only; the southern boundary adjacent to the San Jose Creek, is narrow and precarious unable to accommodate any light poles safely (the space available between the curb & gutter to San Jose Creek fence is under five feet wide).

This project involves the following:

1. Intercepting existing at least one existing 5 inch primary conduit at Anaheim – Puente Road and the driveway of IPUC access road adjacent to the Flood Control Channel , take it along Puente- Anaheim Road towards north and then cross it towards east to a new 3’x5’ pull box in the side walk of Arenth Avenue where Arenth Avenue starts.
2. Design of approximately 5,000’ of two 3” or 4 inch conduits (one for 12kV primary and one for streetlights) in the sidewalk from Puente- Anaheim Road to Philips Drive.
3. Stub primary conduit at or near Philips Drive for next phase-2.
4. Add 3’x5’ pull boxes for primary conduit s as required and at the locations permitted by the field conditions.
5. Add transformer pads 48”x54” with small hand hole for providing power source for street light for this first phase which include the transformer details also.
6. Cable schedule and circuit diagram for 12 kV primary cable 1/0 or 2/0 15 kV EPR Full Concentric Neutral Jacketed cable and 50 KVA looped transformers (may need at least two for first phase) with primary 6.9/12 KV to 120/240 Volt secondary as required.
7. Perform the photometric analysis to provide lighting level to meet or exceed IES Guidelines.
8. Perform complete streetlight design of all 5,000’ of first phase of Arenth Avenue to include streetlight foundations, pull boxes, conduits, wires and luminaires.

9. IPUC will provide graded sidewalk on north side approximately 30" – 36" from the face of the curb and intention is to install this conduit and cable system for both primary and streetlights in the sidewalk unless it is absolutely necessary to go to the street.. There are some field conditions such as one SCE transmission H- frame pole and SCE distribution pole line near Phillips Drive where it may be necessary to go in the street and will evaluate during the design phase.
10. Photometric Analysis of Regional Arterial, Major Arterial, Collector and Residential streets. Two (2) scenarios are to be provided for each category above. The first is a staggered streetlight layout using both sides of the street and the second a non-staggered streetlight layout using only one side of the street. A total of eight (8) scenarios are required.

The ORSA team has the depth and expertise necessary to assist IPUC with the engineering and design essential to execute and deliver the light improvements along Arenth Avenue; as well as, the photometric Analysis of the four types of corridors listed.

Our Approach

The primary purpose of roadway lightning is to help the motorist remain on the roadway and aid with the detection of obstacles within and beyond the range of the vehicles headlights. Assist the motorist to identify potential obstacles, provide adequate visibility of other motorists, pedestrians and cyclists, and assist in visual search tasks; both on, and adjacent to Arenth Avenue. Once the photometric analysis is completed, ORSA will be able to provide IPUC with the pole spacing, luminaire wattage and type to meet the illumination needs along Arenth Ave. Subsequently, ORSA can proceed to finalize engineering, conduit alignment, pull boxes/manhole and transformer(s) selection and location. In like manner, the typical staggered and non-staggered photometric Analysis cited in item #10 above.

Scope of Work

Approximately 5000' along Arenth Ave. from Anaheim-Puente Road to Phillips Dr.

- Five (5) meetings planned (Kick-off, 50%, 75%, 90% & 100% of plans).
- Three (3) Site visit(s) for substructure location, alignment and review.
- Review of existing conditions and photometric analysis.
- Selection of LED lamps. Pole height and obstructions (tree and shrubbery).
- Address current outdoor lightning security measures through improvement and security design; crime prevention through environmental design; recommendations for modernization of security lightning of roadways.
- Photographs, of existing conditions that may pose a security risk to motorists.
- Design will comply with ANSI/IES RP-8-14, Roadway Lightning.
- Develop two (2) alternatives of Photometric Analysis for each of the thoroughfares: Regional Arterial, Major Arterial, Collector and Residential Streets. One a staggered, second a non-staggered lightning arrangement.

TASK 1 – MEETING COORDINATION AND DOCUMENTATION

- Pre-construction meeting
- Site meetings as needed.
- Coordination meetings during design phase for 50%, 75% and 90% if necessary to alert of project progress, changes and/or conflicts.
- Final meeting to deliver plans, documents updated or created during design phase.

TASK 2 – TECHNICAL SUBMITTALS AND REVIEWS

- The expeditious management of technical submittals for review for a successful design and construction project is taken seriously by our firm. Materials submittals, cost breakdown submittals and others are given priority for our client review, comment and approval.

TASK 3 – FIELD OBSERVATIONS

- Survey of Arenth Ave. to ensure existing conditions match existing plans provided by IPUC.

TASK 4 – SCHEDULE MONITORING AND CONTROL

- Collect all electrical plans, standards and specifications from IPUC.
- Photometric Analysis can be completed in three (3) weeks (pending all civil, survey and dig alert is inclusive in plans and available).
- Final Photometric Analysis and Luminaire plans two (2) weeks later pending IPUC approval.
- Transformer selection, single line, civil plans and foundations can be finalized four (4) weeks later.
- initiation of eight (8) Photometric Analysis to begin after finalization of Arenth Avenue Street Improvement. Approximately three (3) weeks needed to complete.

COMPANY INFORMATION

ORSA was established in 1986. We have a staff of thirty (30) specializing in Utility Relocation, Underground and lighting design, photometric studies Control Systems Engineering, Electrical Engineering, Substation Engineers, Civil/Structural Engineering, (seven Registered Engineers P.E.), Our expertise encompasses:

- Security Lighting and Modernization Studies for parking lots and parking structures.
- Street Pole replacement, Photometric Analysis in arterial and collector streets.
- Utility Underground relocations and cable replacement, Bridge Overcrossing, Jack & Bore & New Bridge construction.
- High Voltage Substations (4kV to 500kV, with over 700 substation projects completed to date).
- 4 kV to 69kV Underground Transmission and Distribution Systems.
- Medium Voltage Distribution System for large facilities.
- Power System Studies (Short Circuit Calculation, Protective Device Coordination, Load Flow Analysis, Step & Touch Voltage Grounding Calculations, Multifunction Static Relays Programming).
- Gas Insulated Switchgear (GIS) Design and Retrofit.
- Seismic Qualification Experience for equipment and supports.
- Foundations: Driven Piles, Drilled Piers, Rock Anchor, Retaining Walls & Fences.
- Civil Engineering: Spill Control and Countermeasure (SPCC) projects, Control Basins, Paving and Fencing, Automated Gates & Firewalls.

We have provided engineering and design services to many City, Transportation and Utility companies, such as:

- Southern California Edison (SCE).
- Pacific Gas and Electric (PG&E).
- Los Angeles Department of Water and Power (LADWP).
- City of Anaheim Electrical Engineering Division.
- Orange County Transportation Authority (OCTA)
- Burbank Water and Power (BWP).
- Metropolitan Water District (MWD).

We have also provided engineering and design services to other organizations, such as:

- Municipalities
- University campuses
- The Rose Bowl

For more information about our services, please visit our website:

www.orsaeng.com

CONDITIONS, ASSUMPTIONS AND EXCEPTIONS

Conditions

ORSA Consulting Engineers, Inc. has no special conditions related to "Arenth Ave. Street Improvement Project No. 433". ORSA would perform services outlined in the scope of work based on general accepted practices of a consultant performing services as a subcontractor. In like manner, eight (8) photometric analysis of typical thoroughfares.

Assumptions

ORSA Consulting Engineers, Inc. has estimated the cost based on certain assumptions such as all information necessary to complete is available to us. If there is a deviation from those assumptions ORSA will request to adjust the budget.

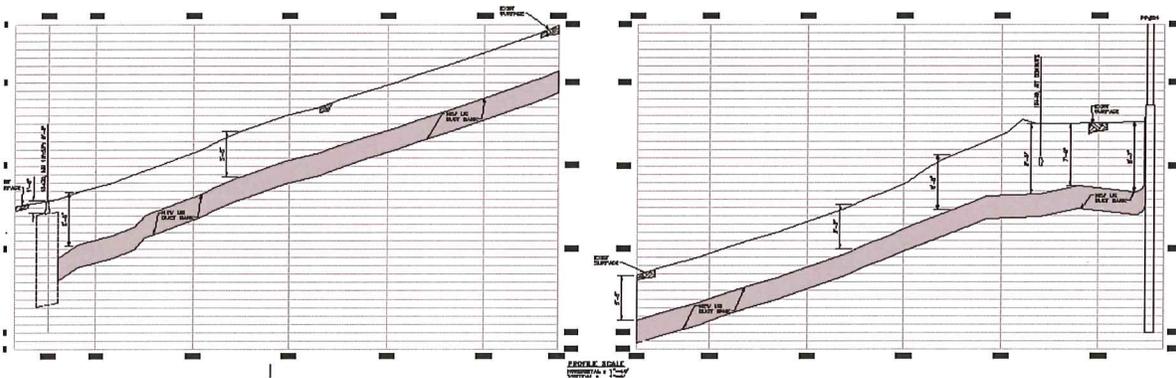
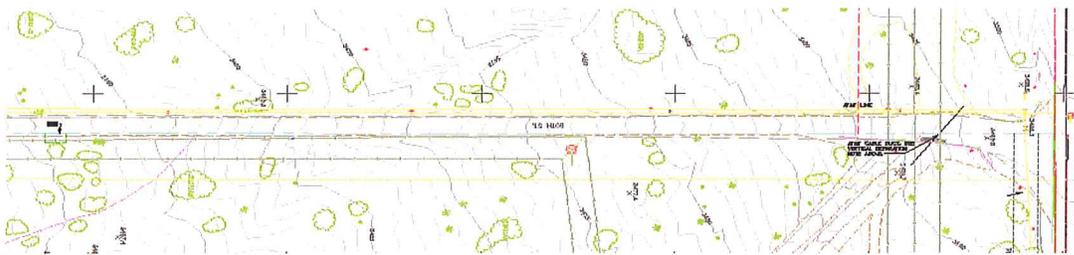
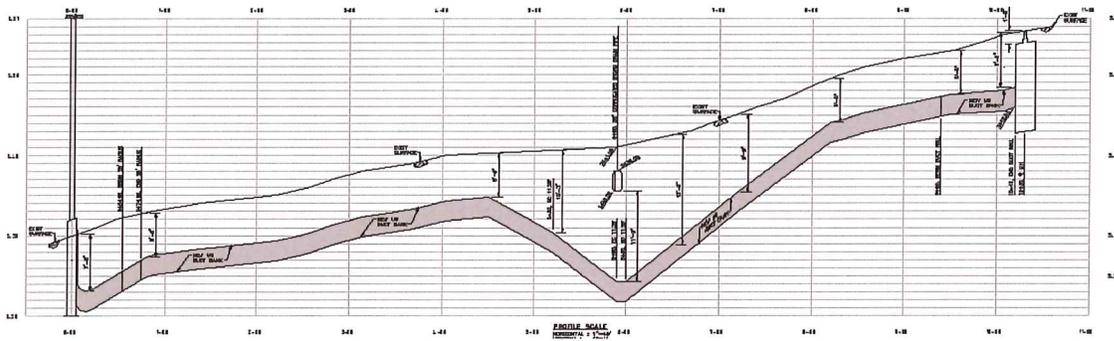
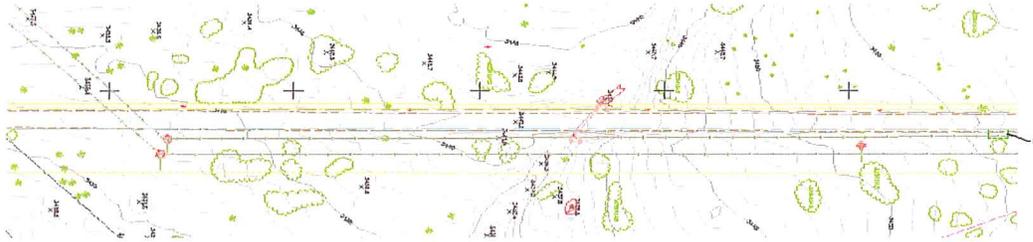
- All drawings in digital format such as: Autocad or Microstation files are provided.
- All above ground and below ground structures are shown on these plans.
- Electrical sources are available as well as schematics and one line diagrams.
- Dig Alert search is available.
- Standard street size and lanes will be used for each thoroughfares delineated in item #10.

We assume that once the project is awarded ORSA will determine the most appropriate and cost effective level of staffing and effort required in order to complete project. We also assume that at various stages of the project may require varying levels of effort in staffing based on the special requirements of the particular issue at hand.

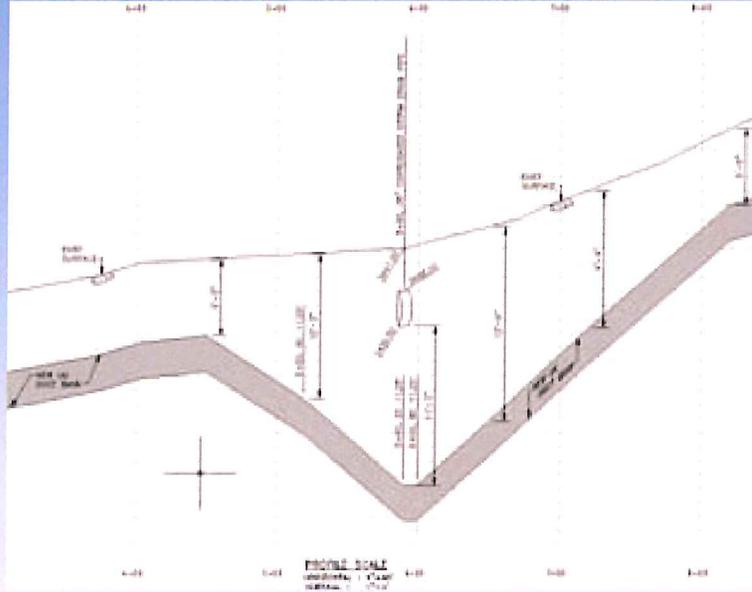
Exceptions

ORSA Consulting Engineers, Inc. has no exceptions.

Mojave West 66kV Gentie Line – Mojave, CA From PP#23 to PP#24

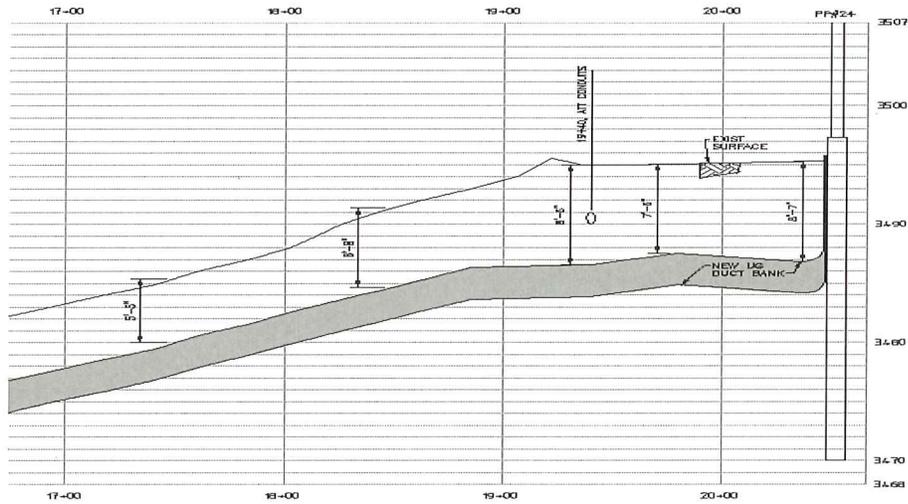


CONFLICTS CROSSING STORM DRAIN

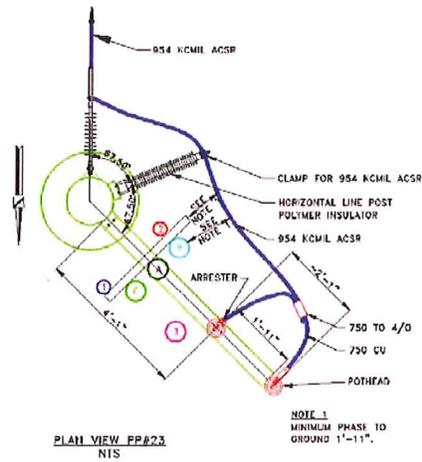
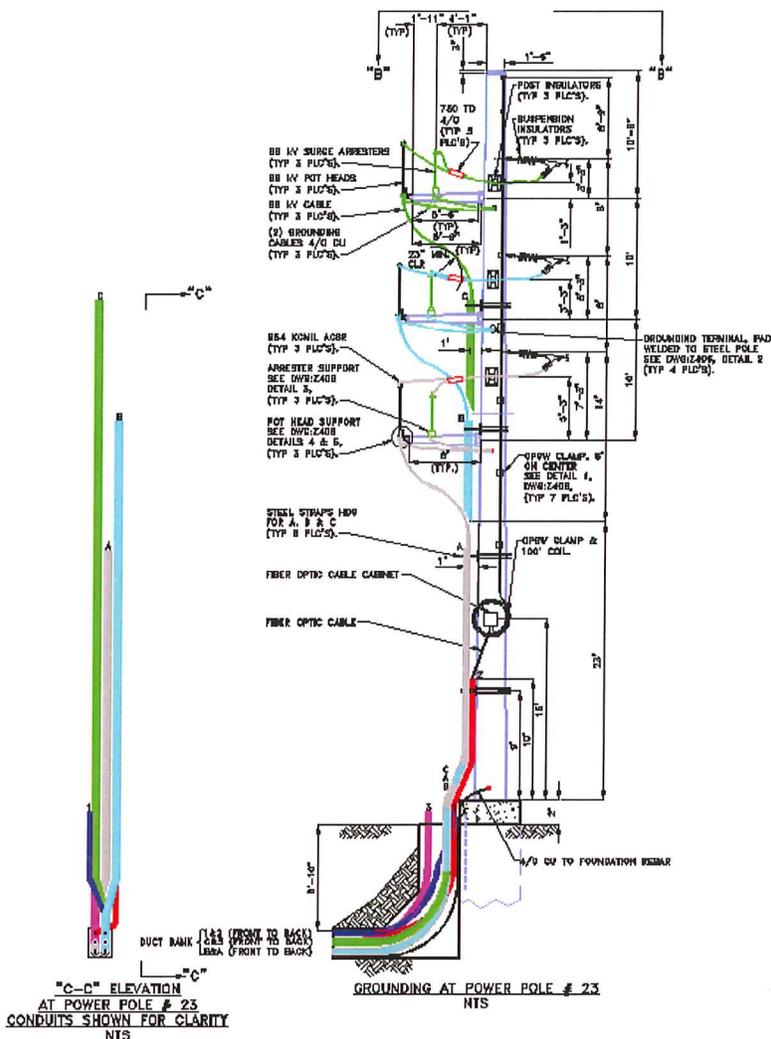


ORSA

T&T Conflict



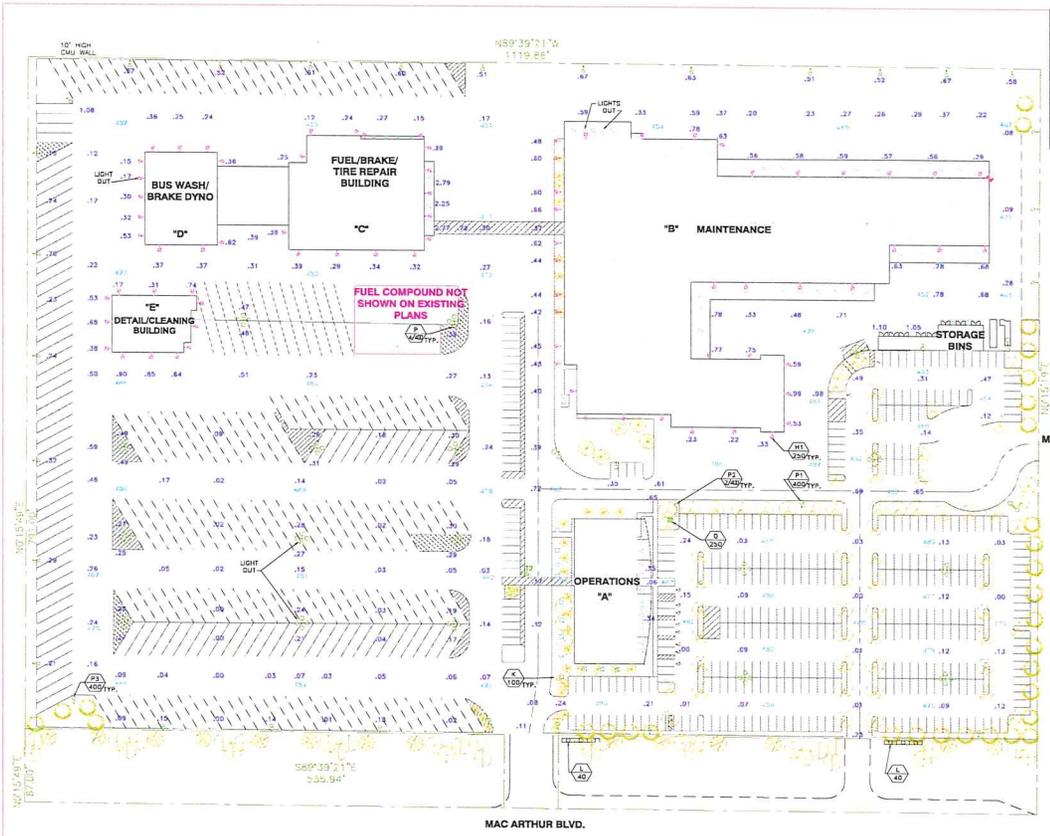
Pole #23



**ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)
“SECURITY LIGHTNING AND MODERNIZATION STUDY”**

- Surveyed seven (7) maintenance facilities and parking facilities recording outdoor illuminance levels in foot candles (fc), both in nighttime and daylight conditions.
- Surveyed seven (7) Operation facilities and parking facilities recording outdoor illuminance levels (fc), both in nighttime and daylight conditions.
- Surveyed two administrative buildings along with outdoor parking facilities and a three story parking structure. Recorded outdoor illuminance levels (fc) in both nighttime and daytime conditions.
- Inventory and count of all outdoor fixtures, lamps and ballasts and recorded fixture type.
- Identification of all outdoor fixtures, lamps and ballasts in base plans.
- Calculate outdoor operational hour usage, per day.
- Address current outdoor lighting security measures through improvement and security. Design; crime prevention through environmental design; recommendations for modernization of security lightning of facilities.
- Cost analysis including pros and cons. Short term vs. long term.
- “Best Practices” review at comparable transit facilities of successful install/upgrade features that enhance security lightning features.

ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) "SECURITY LIGHTNING AND MODERNIZATION STUDY"



SYMBOL	QTY.	REPLACING	ARRANGEMENT	LUMENS/LAMP	LLF	TOTAL WATTS	DESCRIPTION
⊕	1	P1400	SINGLE	22330	0.930	166	OSO-A-NM-2ME-T-57K-xx-xx+ OSO-DAXx
⊕	32	P3400	SINGLE	22330	0.930	5478	OSO-A-NM-4ME-T-57K-xx-xx+ OSO-DAXx
⊕	1	P3400	2 @ 90°	22330	0.930	332	OSO-A-NM-4ME-T-57K-xx-xx+ OSO-DAXx
⊕	5	P1400	SINGLE	21842	1.010	166	OSO-A-NM-5ME-T-57K-xx-xx+ OSO-DAXx
⊕	3	P2400	BACK-BACK	21842	1.010	996	OSO-A-NM-5ME-T-57K-xx-xx+ OSO-DAXx
⊕	17	17	4 @ 90°	21842	1.010	11288	OSO-A-NM-5ME-T-57K-xx-xx+ OSO-DAXx
⊕	B1	B1	SINGLE	11648	0.930	6966	OSO-A-NM-4ME-B-57K-xx-xx+ OSO-AAXx

EXISTING LUMINAIRES

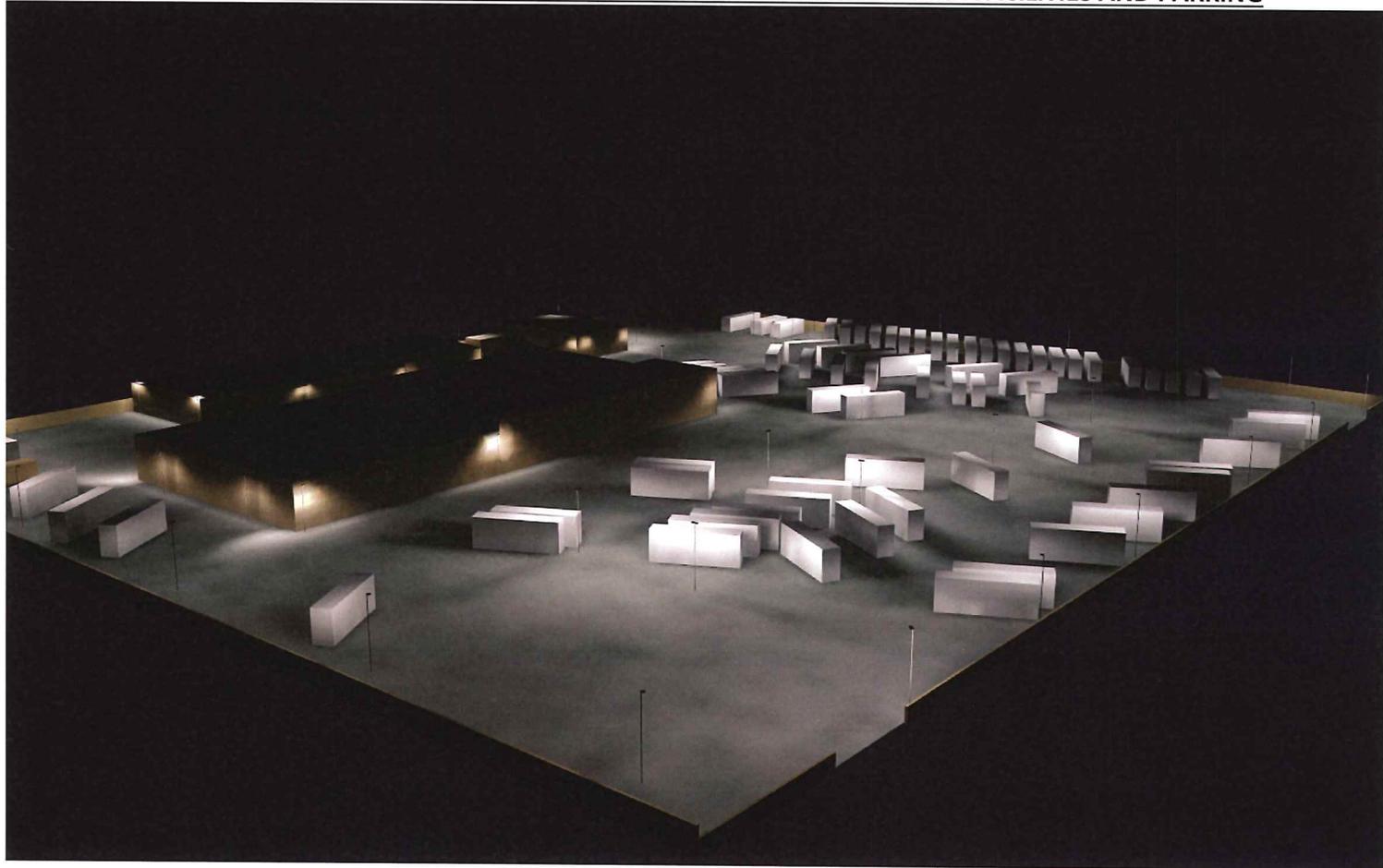
- (B1) WALLPACK III, 250W MH, BLACK PAINT, WIRE GUARD, CE 250MM CLEAR MEDIUM BASE HALARC LAMP, HOLOPHANE NO. WLJK250MH27BK WL2KWG OR EQUAL.
- (12) FLOOD LIGHT WITH CAST ALUMINUM ONE PIECE BALLAST, KIM LIGHTNING 4210/100MH277/GR SERIES, GROUND MOUNTED, 277V, 100W, MH, GROUND.
- (6) SIGN LIGHT, 1 LAMP, EXTRUDED ALUMINUM W/DIE CAST ENDS AND REVOTE BALLAST, COLOR SHALL BE BLACK, COLUMBIA SLBB SERIES, WALL MTD., 277V 40W, FLUOR, MOUNTED ~10' HIGH.
- TSM-4 ROUND TAPERED 30' STEEL POLE, BLACK FINISH, ACCOMMODATING 4 LUMINAIRE 90MPH 1.3 WIND GUST HOLPHANE NO. RTS-30, MIRRORSTAR, 400W MH, UL WET LOCATIONS, BLACK FINISH, CE 400MM CLEAR MODULE BASE LAMP, HOLOPHANE NO. MSA400MH27HQ OR EQUAL, 277V, (4)400W, MH, MOUNTED 30' HIGH.
- (5) SAME AS FIXTURE TYPE "T", BUT WITH SINGLE HEAD, POLE 277V, (1)400W, MH.
- (3) SAME AS FIXTURE TYPE "T", BUT WITH DOUBLE HEAD, POLE 277V, (2)400W, MH.
- (1) SAME AS FIXTURE TYPE "T", BUT WITH DOUBLE HEAD, POLE 277V, (2)400W, MH.
- (32) ROUND TAPERED 30' STEEL POLE, BLACK FINISH, ACCOMMODATING LUMINAIRES, 90MPH 1.3 WIND GUST HOLPHANE NO. RTS-30, MONGOOSE 400W CLEAR MH, UL WET LOCATIONS, HOLOPHANE NO. MC400MHMTWFAK OR EQUAL, 277V, (1)400W, MH.
- (1) 250 MH FLOODLIGHT, DIE CAST ALUMINUM, UL LISTED, KIM LIGHTNING AFL26 SERIES OR EQUAL GROUND MTD, 277V, 250W, MH, GROUND MTD.
- (4) FOUR SETS OF LAMPS 48" LONG SEALED FLUORESCENT, LOCATED ON NORTH WALL OF BLDG. "C", CEILING MOUNTED, POSSIBLY 277V, (2)80W EACH.
- (20) TWENTY WALL MOUNTED LAMPS LOCATED ON EAST WALL OF BLDG. "A", POSSIBLY 277V, (1)35W.
- (43) FORTY THREE LAMPS CEILING MOUNTED ~12' HIGH, LOCATED ON NORTH WALL OF BLDG. "C" AND AROUND MAINTENANCE BLDG. "C", POSSIBLY 277V, 250W/400W EACH.

ORSA LEGEND

- EXISTING LIGHTS ADDED BY ORSA NOT SHOWN ON PLANS.
- EXISTING COMPOUND, ADDED BY ORSA NOT SHOWN ON PLANS.
- DAY TIME READINGS.
- NIGHT TIME READINGS.

															LOCATION										
															SANTA ANA BASE OPERATIONS/MAINTENANCE										
															ORSA Consulting Engineers, Inc. Fullerton, California										
															SCALE	NDNF									
															1/4"	3/4"									
REFERENCE DRAWINGS	REFERENCE DRAWINGS	NO	REVISIONS	DATE	SAP	WD	SUPV	APPROVED	ENGR	CK	D	MADE	P.E.	NO	REVISIONS	DATE	SAP	WD	SUPV	APPROVED	ENGR	CK	D	MADE	P.E.

SAMPLE - "SECURITY LIGHTNING AND MODERNIZATION PROJECT"
RECOMMENDED NEW LED REPLACEMENT LIGHTNING AT MAINTENANCE FACILITIES AND PARKING



SAMPLE OPERATIONS AND MAINTENANCE FIXTURES

SAMPLE OPERATIONS & MAINTENANCE REPLACEMENT FIXTURES

SAMPLE OPERATIONS & MAINTENANCE - EXISTING FIXTURES

QTY.	LABEL	LAYOUT	LUMENS/ LAMP	LLF	TOTAL SYSTEM WATTS	DESCRIPTION	\$ ea.	TOTAL \$	REPLACING	DESCRIPTION	WATTS	VOLT.	TOTAL SYSTEM WATTS	LAMP MAINTENANCE**		
														LAMPS RATED LIFE HRS.	LAMPS \$	BALLASTS RATED LIFE 50K HRS.
1	T2	SINGLE	22330	0.93	166	OSQ-A-NM-2ME-K-57K-XX-XX+OSQ-DAXX	\$757.0	\$757	T2	POLE	458	277	458	15000	\$16.00	\$50.00
32	T4	SINGLE	22330	0.93	5478	OSQ-A-NM-4ME-K-57K-XX-XX+OSQ-DAXX	\$757.0	\$24,224	P3400	POLE	458	277	15114	15000	\$16.00	\$50.00
1	T4-2b	<u>2 @ 90</u>	22330	0.93	332	OSQ-A-NM-4ME-K-57K-XX-XX+OSQ-DAXX	\$757.0	\$757	P3400	POLE	458	277	916	15000	\$16.00	\$50.00
5	T5M	SINGLE	21842	1.01	830	OSQ-A-NM-5ME-K-57K-XX-XX+OSQ-DAXX	\$757.0	\$3,785	PI400	POLE	458	277	2290	15000	\$16.00	\$50.00
3	TSM-2	BACK -BACK	21842	1.01	996	OSQ-A-NM-5ME-T-57K-XX-XX+OSQ-DAXX	\$757.0	\$2,271	P2 2/400	POLE	458	277	2748	15000	\$16.00	\$50.00
17	TSM-4	4 @ 90	21842	1.01	11288	OSQ-A-NM-5ME-K-57K-XX-XX+OSQ-DAXX	\$757.0	\$12,869	P4400	POLE	458	277	7786	15000	\$16.00	\$50.00
81	B4WM	SINGLE	11648	0.93	6708	OSQ-A-NM-4ME-B-57K-XX-XX+OSQ-AAXX	\$270.0	\$21,870	H1250	WALLPACK	250	277	20250	15000	\$15.00	\$50.00
43						Not needed			D2250	Pendant	285	277	12255	15000	\$15.00	\$50.00
20	B4WM	SINGLE	11648	0.93	1720	OSQ-A-NM-4ME-B-57K-XX-XX+OSQ-AAXX	\$270.0	\$5,400	H1250	WALLPACK	35	277	700	15000	\$15.00	\$50.00
203					25798			\$66,533					62517			

* Electricity rate at 0.12\$/kWh
 ** Based on 12 hr. daily usage.

LAMP & BALLASTS REPLACEMENT OVER 10 YRS., 5 YRS. & 1

LENGTH YRS.	# LAMPS	YR.	
		LAMP \$	# BALLASTS
	15000	\$16.00	50000 HRS.
10 YR.	2.92	\$46.72	\$50.00
5 YR.	1.46	\$23.36	-
1 YR.	-	-	-

***CITY OF ANAHEIM – CIVIL BASE MAPS & PHOTOMETRIC
ANALYSIS FOR POLE UPGRADE AND REPLACEMENT IN
NARDA AND FOREST NEIGHBORHOODS***

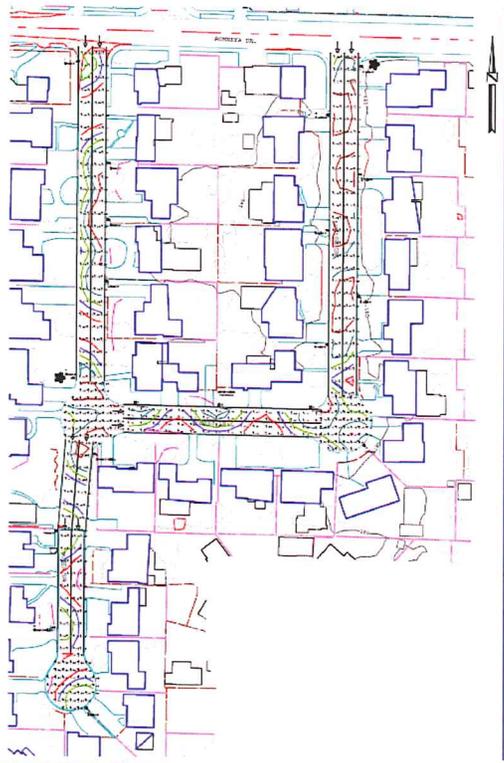
NARDA NEIGHBORHOOD

- 5000 LF of roadway (type – street light)
- Pole addition and replacement
- Photometric analysis
- Utility search
- Underground conduit layout and details

FOREST NEIGHBORHOOD

- 1800 LF of roadway (type – street light)
- Pole addition and replacement
- Photometric analysis
- Utility search
- Underground conduit layout and details

CITY OF ANAHEIM - FOREST NEIGHBORHOOD – PHOTOMETRIC ANALYSIS ARTERIAL & COLLECTOR STREETS



Lot No.	Lot Area	Area	Volume	Height	Area	Volume	Height	Area
1	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
2	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
3	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
4	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
5	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000

Lot No.	Area	Volume	Height	Area	Volume	Height
1	10,000	10,000	10,000	10,000	10,000	10,000
2	10,000	10,000	10,000	10,000	10,000	10,000
3	10,000	10,000	10,000	10,000	10,000	10,000
4	10,000	10,000	10,000	10,000	10,000	10,000
5	10,000	10,000	10,000	10,000	10,000	10,000

Lot No.	Area	Volume	Height	Area	Volume	Height
1	10,000	10,000	10,000	10,000	10,000	10,000
2	10,000	10,000	10,000	10,000	10,000	10,000
3	10,000	10,000	10,000	10,000	10,000	10,000
4	10,000	10,000	10,000	10,000	10,000	10,000
5	10,000	10,000	10,000	10,000	10,000	10,000

- NOTES:**
1. CALCULATIONS WERE MADE BASED ON ROADWAY LIGHTING ANDERSON'S MODEL. OTHER DATA FOR COLLECTION DATA IS WAS BASED ON CITY OF ANAHEIM RECORDS. PHOTOGRAPHIC ANALYSIS WAS BASED ON LOCAL VISUAL POLLUTION SURVEY DATA FOR THE AREA.
 2. UTILITY FACILITIES SHALL BE PROVIDED AND VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
 3. EXISTING STREET LAMPS ARE SHOWN FOR CLARITY PURPOSES ONLY AND SHALL NOT BE INCLUDED IN INITIAL LAYOUT DRAWING WITH THE LOCATION OF NEW LAMPS OR OTHER FACILITIES TO BE PROVIDED.
 4. ALL EXISTING STREET LIGHT POLES OR LAMPS ARE ATTACHED TO THE ROADWAY. ALL NEW LAMPS TO BE PROVIDED SHALL BE ATTACHED TO THE ROADWAY. ALL EXISTING STREET LIGHT POLES THAT SERVE A SPECIAL PURPOSE OR STREET LIGHTS AND UTILITY FACILITIES IN THE FOREST NEIGHBORHOOD ARE ALREADY CONCRETE MARGELITE AND WILL NOT BE REMOVED FOR THIS PROJECT. PLEASE SEE CITY ENGINEER.
 5. THE LOCATION OF THESE DRAWINGS ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.



NOTICE TO CONTRACTOR:
 The enclosed drawings are the property of the City of Anaheim and shall not be reproduced, copied, or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the City of Anaheim. The City of Anaheim is not responsible for any errors or omissions in these drawings. The contractor shall be responsible for verifying all data and conditions shown on these drawings before construction begins.



NO.	DATE	DESCRIPTION	BY	CHKD

CITY OF ANAHEIM
PUBLIC UTILITIES DEPARTMENT
ELECTRICAL ENGINEERING DIVISION
 UNDERGROUND DISTRICT NO. 63

PHOTOMETRIC ANALYSIS
 FOREST NEIGHBORHOOD

DRAWING NO. **0**
 SHEET NO. **0**

CITY-1433_ARENTH AVE STREETLIGHT PROJECT

Proposed Staffing Plan & Pricing

Employee Name	Employee Classification	Administration Hours	Project Management Hours	Meetings Hours	Site Visits Hours	Document Review Hours	Design Underground Hours	Photometric Analysis Hours	Electrical Engineering Hours	Structural Engineering Hours	Hourly Rate	Total Cost
Al Fonseca	Senior Design Engineer, Lightning Specialist		16.0	16.0	8.0	8.0	160.0	280.0			\$105.00	\$51,240.00
Abel Reynoso	Senior Designer Electrical/Lightning				8.0		20.0		40.0	20.0	\$80.00	\$7,040.00
Misha Davoodian	Principal Electrical Engineer, P.E.			12.0					40.0		\$175.00	\$9,100.00
Majid Mashinchi	Principal Structural Engineer, P.E.									8.0	\$150.00	\$1,200.00
Shadi Khademi	Administration	8.0									\$60.00	\$480.00
												<u>\$69,060.00</u>

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager -TH

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
Gerardo Perez, Construction Manager, CNC Engineering *GP*

DATE: April 11, 2019

SUBJECT: Consideration of Change Order Nos. 5 and 6, for Phase 1 Hudson (YAL) Building Tenant Improvements, with Golden Gate Steel, Inc. (Contract No. CITY-1441)

Background:

On January 11, 2018, the City Council awarded Contract No. CITY-1441 for Phase 1 Hudson (YAL) Tenant Building Improvements, to Golden Gate Steel, Inc., and appropriated \$245,158.32 to the project. This project includes interior and exterior tenant improvements. Work will include the installation of new 2' x 4' and 2' x 2' flat panel LED fixtures, removal and replacement of carpet and base, removal and replacement of asbestos containing vinyl flooring and mastic, replacement of entrance doors, replacement of ceiling tiles, installation of owner supplied new exterior awnings, upgrades to door hardware, interior and exterior painting, removal and replacement of new supply and return registers, repairs to existing foil insulation and other minor improvements.

Discussion:

After the project was awarded, the Contractor was issued revised plans with changes which were not included in the original contract.

On May 10, 2018, the City Council approved the following change orders in the amount of **\$24,747.21**:

- **Change Order Request No. 1:** Work was not performed.
- **Change Order No. 2:** Costs in the amount of \$3,209.72 for removal of an existing wall including asbestos abatement under the wall and electrical switch and outlets.
- **Change Order No. 3:** Costs in the amount of \$21,537.49 for removal of various non-bearing walls including asbestos abatement and removal of existing electrical switches, outlets, data ports and wiring, T-Bar grid system, ceiling panels and

installation of carpet in all vinyl floor areas.

On December 13, 2018, the City Council approved the following Change Order No. 4, in the amount of **\$229,595.31**:

- **Change Order No. 4** – Costs in the amount of \$229,595.31 were approved for revisions to the original scope of work. The original scope of work consisted of office tenant improvements which were revised to develop a martial arts center instead. The revisions included demolition of the existing T-Bar ceiling, mechanical duct work, server room, electrical conduit and cabling including data cable. Added new light fixtures, a new HVAC unit, dry wall and insulation and new flooring.

As of March 28, 2019, the Contract City Engineer reviewed the following change order for completeness and accuracy as to the materials and labor included:

- **Change Order No. 5** – After the Contractor began work under Change Order No. 4, several items not included in that change order, were identified.
 1. HVAC- Added diffusers and return grilles to the changing rooms
 2. HVAC- Provided a filter rack and filters for the existing HVAC units
 3. Electrical – Added light fixture and switch controls in the hallway to both changing rooms; rerouted an existing electrical conduit, added electrical outlets and repaired or replace exterior light fixtures
 4. Paint – Painted existing steel girders
 5. Flooring – place a moisture sealer due to high moisture content, grind floor and place self-leveling application. Reimbursement for wood flooring samples.
 6. Fire protection – Installed a fire extinguisher per Building & Safety and Fire Dept.
 7. Builder's Risk Insurance – extended coverage an additional 3 months.

Total additional cost is \$21,544.99

- **Change Order No. 6** – Under Change Order No. 4, the approved flooring was “Omnisports flooring”, which is a vinyl flooring. According to the sensei this flooring is not acceptable for kendo practice and a wood floor is preferred. The selected new flooring is a 9/16-inch bamboo wood flooring with a ¼-inch rubber base. The cost to furnish and install this flooring is \$54,321.17. The Contractor was unable to return the Omnisports vinyl flooring since the manufacturer does not accept returns or consider restocking fees. Approximately 1,900 square feet of this flooring will be stored at the City warehouse.

Total cost for the wood flooring is \$54,321.17

Table 1 - Summary of Project Costs

Contract Amount	\$204,298.36
Change Order No. 1	\$ 0.00
Change Order No. 2	\$3,209.72
Change Order No. 3	\$21,537.49
Change Order No. 4	\$229,595.31
Change Order No. 5	\$21,544.99
Change Order No. 6	\$54,321.17
Revised Project Cost	\$534,507.04

Table 2 – Summary of Approved Construction Budget Amount

Base Bid (Golden Gate Construction)	\$204,298.36
Contingency Allowance	\$40,859.96
Additional Appropriation – approved December 13, 2018	\$254,342.52
Revised Project Budget	\$499,500.84

The revised contract amount, including Change Order Nos. 1-6, totals \$534,507.04. The revised project budget is \$499,500.84. Therefore, an additional cost of \$35,006.20 will need to be appropriated.

Fiscal Impact:

On January 11, 2018, City Council awarded \$204,298.36 to Golden Gate Steel Inc., and appropriated \$245,158.32 to the project from the 2015 Sales Tax Bond Proceeds to the City Capital Improvements – Facility Improvements – Construction Costs (Account No. 120.726.5205) On December 13, 2018 an additional appropriation in the amount of \$254,342.52 was approved by the City Council. Total amount of appropriations for this project is \$499,500.84. An additional appropriation in the amount of \$35,006.20 is required.

Recommendations:

- 1.) Approve Change Order No. 5 in the amount of \$21,544.99 and authorize the Mayor to execute the approved change order; and
- 2.) Approve Change Order No. 6 in the amount of \$54,321.17 and authorize the Mayor to execute the approved change order; and
- 3.) Appropriate \$35,006.20 from the 2015 Sales Tax Bond Proceeds to the City Capital Improvements – Facility Improvements – Construction Costs (Account No. 120.726.5205)

Exhibits:

A. Change Order No. 5 dated April 11, 2019

B. Change Order No. 6 dated April 11, 2019

TH/JN/GP:jv

EXHIBIT A

Change Order No. 5 dated April 11, 2019

[Attached]

CITY OF INDUSTRY

CHANGE ORDER

15651 E. Stafford St.
 City of Industry, CA 91744
 (626)333-2211

Change Order No. 5

Phase 1 Hudson (YAL) Building Tenant
Project Improvements

Contract No. CITY-1441

Date April 11, 2019

Type
Project Building Modification

Contractor Golden Gate Steel, Inc.

Location 205 Hudson Ave.

Explanation:

Additional items of work; HVAC - added diffuser and return grilles in changing rooms, filter rack and filter for existing units
Electrical add-ons; light fixtures in interior and exterior, Painted existing steel girders, flooring - moisture barrier, grinding and self-leveling application, install fire extinguisher, extend builders risk insurance

Extra Work by: Contract Items X T & M
 Negotiated

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Additional items of extra work for HVAC, Electrical, Flooring, Painting, Insurance	1	LS	\$21,544.99	
TOTAL COST				\$21,544.99	

T & M SUMMARY

*Labor Cost	Total Labor per Day
*Equipment Cost (See attached breakdown)	Total Equipment per Day
*Material Cost	Sub-Total \$ -
(*Attach breakdown of labor, equipment and materials)	
CHANGE ORDER SUMMARY	Other Additive (Profit & Bond Fee)
Original Contract Amount \$ 204,298.36	Total T & M \$ -
Total Previous Change Orders \$254,342.52 124.5%	
Total Change Orders \$ 275,887.51 135.0%	Pay This CHANGE ORDER \$21,544.99 10.55%

Authorized by _____

Additional Contract Days 30

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

Joshua Nelson 3/28/19 Date
 Joshua Nelson - Contract City Engineer 4/1/19 Date

Troy Helling - City Manager
Shirley Perez 4.1.19 Date
 Project Manager Date



GOLDEN GATE CONSTRUCTION

14775 Carmenita Road Norwalk, CA 90650
 Lic. #776708 (562) 210-8108 Fax: (844) 272-9660

Change Order Request Form

Project Name: Phase 1 Hudson (YAL) Building Tenant Improvements COR No.: 5 Rev4
 Project Address: 205 Hudson Ave. City of Industry, CA 91744 Date: 3/26/2019
 Project Manager / Owner: Jim Goff / CNC Engineering

Change Description: **Provide additional diffusers and grilles with associated duct accessories and the additional light fixture in the hallway and switch control upon the room changed, paint on the existing steel girder, provide moisture sealer upon the test result and grind with self level prior to installing new floor, provide additional electrical outlet at several locations, outside light fixture, ground rod.**

Change Scope of Work: Additional Items

Item	Description	QTY	UNIT	COST	AMOUNT
HVAC	Additional diffuser and return grilles in the office	1	LS	\$ 1,000.00	\$ 1,000.00
HVAC	Provide the filter rack and filter for the existing units	1	LS	\$ 550.00	\$ 550.00
Electrical	Additional light fixture in the hallway & switch control and reroute the existing conduit, additional outlets, outside light fixtures and ground rod	1	LS	\$ 7,861.10	\$ 7,861.10
Paint	Paint existing Steel Girder	1	LS	\$ 2,150.00	\$ 2,150.00
Floor	Moisture sealer	1	LS	\$ 3,013.00	\$ 3,013.00
Floor	Grind floor and self leveling	1	LS	\$ 1,736.00	\$ 1,736.00
Fire Protection	Fire Extinguisher	1	EA	\$ 250.00	\$ 250.00
Insurance	Extended Builder's Risk Insurance for 3month	1	LS	\$ 1,029.00	\$ 1,029.00
Sample	Wood floor	1	LS	\$ 600.00	\$ 600.00
Sub Total					\$ 18,189.10
Overhead & Profit	General Contractor Overhead & Profit	1	%	\$ 18,189.10	\$ 2,728.37
Sub Total					\$ 20,917.47
Bond	Bond	1	%	\$ 627.52	\$ 627.52
Total					\$ 21,544.99

MEMO

Submitted by: Stephen Lim Approved by: _____
 Title: Project Manager Name & Title: _____

CHUN-HA INSURANCE SERVICES, INC.
9122 GARDEN GROVE BLVD., GARDEN GROVE, CA 92844
License #0F71901

♣ **Named Insured:** Golden Gate Steel, Inc.

♣ **Insurance Company:** Scottsdale Insurance Co. AM Best – A+ XV (\$2 Billion or Greater)

♣ **Policy Period:** 04/01/19 – 07/01/19

♣ **Locations:** 205 N. Hudson Ave. City of Industry CA 91744

♣ **Property Coverage**

Property Consisting of Alteration, Reconstruction, Renovation or Repairs: \$950,000

Existing Buildings or Structures: \$1,000,000

Deductible \$2,500

Co-Insurance 100%

Replacement Cost

♣ **Terms & Conditions**

100% Fully Earned

Protective Safeguards: Fencing & Lighting or Building secured against entry during non-working hours

♣ **Premium:** \$1,028.80

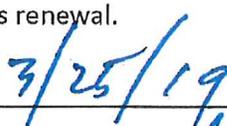
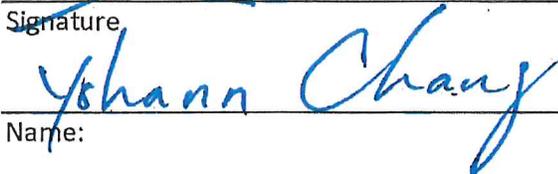
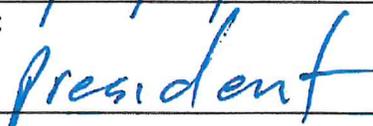
I have reviewed and made above terms and limits as this renewal.

Signature

Date:

Name:

Title:

(4) Additional work / Change order

KP ELECTRIC CO. INC.
8239 HENDERSON GREEN. BUENA PARK, CA 90621

Project Name : Phase 1 Hudson Building (YAL) Building Tenant Improvements

Date : Monday, January 28, 2019

To : Golden Gate Construction

From: SHIN KANG/ KP ELECTRIC CO. INC.

Order Description :

- 1 Remove and Reinstall Exposed Existing Conduit and Wire
- 2 Remove and Reinstall 1" Existing AC Conduit
- 3 Add Lighting Switch and related part for Office
- 4 Add (1)2x4 LED Panel(Labor Only)

Work Order Summary

No.	Item	Description	Unit	Q'ty	U/price	Extention	Remarks
1	Materials						
		Low Voltage Switch, Power Pack, Bridge					
		Conduit and Conductors	LS	1	\$ 800.00	\$ 800.00	
2	Labor	Electricians	MH	16	\$ 73.01	\$ 1,168.16	
		Employee Burden				\$ 327.08	28%
		Sub total				\$ 2,295.24	
3		Overhead & Profit				\$ 344.29	15%
		Total				\$ 2,639.53	

Received by :

Signature/Date

Approved by :

Signature/Date

(5) Additional work / Change order

KP ELECTRIC CO. INC.
8239 HENDERSON GREEN. BUENA PARK, CA 90621

Project Name : Phase 1 Hudson Building (YAL) Building Tenant Improvements

Date : Tuesday, February 5, 2019

To : Golden Gate Construction

From: SHIN KANG/ KP ELECTRIC CO. INC.

Order Description :

- 1 Provide Dedicated Circuit Outlet @ Waiting Room Outside Wall
- 2 Provide Outlet @ Server Room
- 3 Replace Existing Outlet with New

Work Order Summary

No.	Item	Description	Unit	Q'ty	U/price	Extention	Remarks
1	Materials						
		3/4" Emt Conduit and Fitting	LS	1	\$ 200.00	\$ 200.00	
		No.12 Copper Conductor					
		15A Receptacle					
2	Labor	Electricians	MH	8	\$ 73.01	\$ 584.08	
		Employee Burden				\$ 163.54	28%
		Sub total				\$ 947.62	
3		Overhead & Profit				\$ 142.14	15%
		Total				\$ 1,089.77	

Received by :

Signature/Date

Approved by :

Signature/Date

(6) Additional work / Change order

KP ELECTRIC CO. INC.
8239 HENDERSON GREEN. BUENA PARK, CA 90621

Project Name : Phase 1 Hudson Building (YAL) Building Tenant Improvements

Date : Monday, February 11, 2019

To : Golden Gate Construction

From: SHIN KANG/ KP ELECTRIC CO. INC.

Order Description :

- 1 Provide (2)OS Ceiling for Each Fitting Room
- 2 Provide 5/8" Ground Rod per Code
- 3 Provide (2)8x8 Exterior LED Trim
- 4 Repair Existing Exterior Light

Work Order Summary

No.	Item	Description	Unit	Q'ty	U/price	Extention	Remarks
1	Materials						
		OS Ceiling Sensor	LS	1	\$ 800.00	\$ 800.00	
		8x8 LED Trim					
		3/4" EMT & Conductor					
		5/8" Ground Rod					
2	Labor	Electricians	MH	16	\$ 73.01	\$ 1,168.16	
		Employee Burden				\$ 327.08	28%
		Sub total				\$ 2,295.24	
3		Overhead & Profit				\$ 344.29	15%
		Total				\$ 2,639.53	

Received by : _____ Signature/Date

Approved by : _____ Signature/Date

(7) Additional work / Change order

KP ELECTRIC CO. INC.
8239 HENDERSON GREEN. BUENA PARK, CA 90621

Project Name : Phase 1 Hudson Building (YAL) Building Tenant Improvements

Date : Monday, February 25, 2019

To : Golden Gate Construction

From: SHIN KANG/ KP ELECTRIC CO. INC.

Order Description :

- 1 Replace (2)Exterior Light Fixtures

Work Order Summary

No.	Item	Description	Unit	Q'ty	U/price	Extention	Remarks
1	Materials	LED Wall Pack	LS	1	\$ 250.00	\$ 250.00	
		LED Flood Light					
2	Labor	Electricians	MH	8	\$ 73.01	\$ 584.08	
		Employee Burden				\$ 163.54	28%
3	Equipment	Scissor Lift	LS	1	\$ 300.00	\$ 300.00	
		Sub total				\$ 1,297.62	
3		Overhead & Profit				\$ 194.64	15%
		Total				\$ 1,492.27	

Received by :

Signature/Date

Approved by :

Signature/Date



Project: Hudson TI **Work Category:** Flooring
To: Golden Gate Construction **Attn:** Rick Chung
From: Donald M. Hoover Co. **By:** Liz Carter
Date Generated: 1/28/2019 **COR Number:** 4 per Moisture Test Results

Description of Work: Per Moisture Test Results - furnish and install Mohawk Optiseal high moisture sealer in conjunction with Mapel Primer T primer to ensure the bond between the sealer and cementitious compound. **Reference RFI No.** _____ **RFP No.** _____

	Hoover Extra Work	Sub Extra Work	Hoover Credit Enter Negative Numbers
A. Material (attach itemized quantity and unit cost plus sales tax)	1,591.50	-	-
B. Labor (attach itemized labor classification, hours and rates)	1,147.20	-	-
C. Equipment (attach itemized list)	-	-	-
D. Subtotal	2,738.70	-	-
E. If Subcontractors perform Work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed (15%) of item D,		-	-
F. Social Security & UEI taxes NTE as follows: FICA@6.2% wage ceiling \$84,900; Medicare @ 1.45%; FUTA@ .8% wage ceiling of \$7000; ETT and SUI @ 2.3% wage ceiling of \$7000 Workers Comp @5.94%, Total not to exceed 16.69% (Note: Modifications to these percentages will be evaluated and possibly modified on a case-by-case basis only and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations).	Incl. in Labor Rate		
G. Subtotal	2,738.70	-	-
H. From line G, the Trade Contractor's overhead and profit including Liability & Property Damage, not to exceed (10%) for self performed work and not to exceed (5%) of subcontractor performed work.	273.87	-	-
I. Subtotal	3,012.57	-	-
J. Bond not to exceed (1%) of item I.		-	-
K. Total			
Grand Total	\$ 3,012.57	\$ 3,012.57	\$ -

The proposal would Increase Decrease \$3,013.00

Contractor	Signature	Date

TRADE CONTRACTOR WORKSHEET

Price for Materials						
Item	Material Description	Unit of Measure	Qty	Unit Price	Extended Price	
1	Mohawk Optiseal high moisture sealer	ea	3	\$ 227.25	\$	681.75
2	Mapei Primer T primer	ea	9	\$ 69.98	\$	629.82
3					\$	-
4					\$	-
5					\$	-
6					\$	-
7					\$	-
8					\$	-
9					\$	-
10					\$	-
11					\$	-
12					\$	-
13					\$	-
14					\$	-
15					\$	-
16					\$	-
17					\$	-
18					\$	-
19					\$	-
20					\$	-
				Subtotal	\$	1,311.57
				Freight	\$	175.00
				Tax	\$	104.93
				Total	\$	1,591.50
Price for Equipment						
1	Journeyman	day			\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
				Subtotal	\$	-
				Delivery Charge	\$	-
				Tax	\$	-
				Total	\$	-
Cost of Labor						
1	Journeyman	HR	16	\$ 71.70	\$	1,147.20
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
				Total	\$	1,147.20



OPTISEAL™

ADHESIVE CUTBACK SEALER OR HIGH MOISTURE SEALER

.....

▶ **INSTALLING CARPET
TILE OVER OLD
ADHESIVE OR HIGH
MOISTURE AREAS**

.....

Mohawk Group OptiSeal™ is a light-colored, high-strength, acrylic-based compound designed to be used in either high moisture areas or to isolate old adhesive residues. OptiSeal™ is formulated to be compatible with both Mohawk Group carpet tile adhesives (EnPress PSA and EnPress NXT) and our broadloom adhesive (NuBroadlok).

OptiSeal™ will also improve dusty and porous floors to provide a clean surface for better adhesive bonds. It contains "zero calculated" VOC's and does not contain any known hazardous materials.

- Warranted up to 90% RH and 11 pH
- One coat solution for installing over old adhesive OR over high moisture situations
- Comes in 4 gallon buckets
- Spread rates: primer/sealer is 30-35 sy with a 3/8" nap roller and moisture is 20-25 sy with a 3/4" nap roller
- 48 buckets on a pallet
- 2 hour dry time



Contact Info:

160 South Industrial Blvd.
Calhoun, GA. 30701

Phone: 800-554-6637

Customer Service: 800-622-6228

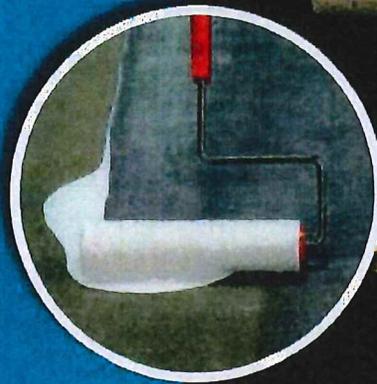
Installation / Maintenance:
800-833-6954

Version: Oct 10, 2017



Primer T™

All-Purpose Primer
for Self-Leveling
Underlayments



DESCRIPTION

Primer T is a low-VOC, water-based acrylic primer that enhances the performance and adhesion of self-leveling underlayments (SLUs) on nonabsorbent surfaces such as ceramic tile, vinyl composition tile (VCT), epoxy moisture barriers and adhesive residue, as well as profiled, absorbent surfaces. Suitable for a wide variety of substrates, *Primer T* combines excellent versatility with an easy, low-odor application.

FEATURES AND BENEFITS

- One-component, versatile primer for a wide variety of substrate conditions
- Low odor and VOC compliance for safe use in interior, occupied environments
- Single-coat application for faster turnaround and lower installation costs
- Easy handling and application

INDUSTRY STANDARDS AND APPROVALS

LEED Points Contribution

LEED Points

MR Credit 5, Regional Materials* Up to 2 points

IEQ Credit 4.2, Low-Emitting Materials –

Paints & Coatings 1 point

* Using this product helps contribute to LEED certification of projects in the categories shown above. Points are awarded based on contributions of all project materials.

WHERE TO USE

- Use *Primer T* when applying a self-leveling underlayment on properly prepared suitable substrates.
- Interior residential (apartments, condominiums and homes)
- Interior commercial (office buildings, hotel rooms and hallways, restaurants and cafeterias)
- Interior heavy commercial (hotel lobbies, convention centers, airports, shopping malls, grocery stores and department stores)
- Interior institutional (hospitals, schools, universities, libraries and government buildings)

LIMITATIONS

- Do not install over any substrates containing asbestos.
- Substrate and ambient temperatures must be between 50°F to 90°F (10°C to 32°C).
- In all cases, the surface temperature of the prepared concrete slab must be at least 5°F (2,8°C) above the dew point to avoid condensation on the concrete surface as *Primer T* dries.
- Protect from freezing.
- For moisture limits on this primer, refer to the moisture limits of the product to be applied over it.
- Verify that the substrate is free of bond-inhibiting or bond-breaking materials such as curing compounds and dust.
- For use only in dry, interior environments. Do not apply on wet substrates.



Primer T™

- Use undiluted over moisture-stable, exterior-grade plywood.
- Use undiluted over dense, nonabsorbent surfaces, such as epoxy moisture barriers, floor-covering adhesive residue, and properly prepared ceramic tile and VCT.
- Dilute the product for application over absorbent, porous substrates at a ratio of 1:1 to 2:1 (water to primer).

SUITABLE SUBSTRATES

- Properly prepared and bonded tile, stone and VCT
- Properly prepared and installed 100%-solids epoxy moisture barriers
- Epoxy cement terrazzo and poured epoxy flooring
- Cement backer units (CBUs)
- Substrates with traces of well-adhered, water-resistant glue (cutback adhesive, floor-covering adhesive or polyurethane adhesive)
- Dimensionally stable exterior-grade plywood
- Properly prepared sound and stable concrete substrates, whether smooth and nonabsorbent or profiled and absorbent
- Use over gypsum-based SLUs that are free of gypsum dust before application of cementitious or gypsum-based SLUs.

Consult MAPEI's Technical Services Department for installation recommendations regarding any substrates and conditions not listed.

SURFACE PREPARATION

- All substrates must be interior, structurally sound, dry, solid and stable.
- Mechanically prepare existing ceramic, quarry and porcelain tile, as well as cement terrazzo.
- Thoroughly clean all surfaces of any substance that could interfere with the bond of the installation material, including dirt, paint, tar, asphalt, wax, oil, grease, latex compounds, sealers, curing compounds, form release agents, laitance, loose toppings, foreign substances, and poorly bonded adhesive residues.
- Do not acid-etch surfaces before applying *Primer T*.
- When applying MAPEI underlayments to plywood flooring or oriented strand board (OSB), the installation specifics (finished flooring, load, use and/or deflection) may require the use of MAPEI's *Mapelath*™ or diamond mesh (meeting the requirements of ASTM C847) on top of the primed surface before application of the underlayment. In all cases, one can anticipate better performance when utilizing lath, particularly over OSB. Refer to *Mapelath*'s current Technical Data Sheet for installation instructions. Differential or excessive

movement within a plywood substrate may lead to hairline cracks at plywood joints.

MIXING

Note: Choose all appropriate safety equipment before use. Refer to the Safety Data Sheet for more information.

- 1a. Over nonabsorbent surfaces: Apply *Primer T* undiluted. (Add no water; no mixing is required.)
- 1b. Over porous, absorbent surfaces (typically absorbent, profiled concrete substrates): Dilute *Primer T* with water at a ratio of 1:1 to 2:1 (water to primer). Mix with water in a separate clean container with a low-speed mixer and paddle to a homogenous consistency. Do not mix at high speeds, which may cause product foaming.
- 1c. Over gypsum substrates: Dilute at a ratio of 2:1 (water to primer). Mix as indicated in Step 1b and apply two coats if required by visual inspection. Ensure that the gypsum substrate is sound and free of gypsum dust.

PRODUCT APPLICATION

Note: Read all installation instructions thoroughly before installation.

1. Apply the product with a 3/8" (10 mm) nap roller. Ensure that the surface receives a complete, thin film of product.
- 2a. Nonabsorbent substrates and wood require only one coat of undiluted *Primer T*.
- 2b. Absorbent and gypsum substrates may require more than one coat of diluted *Primer T* to seal off the substrate and prevent substrate outgassing.
3. The underlayment can typically be applied within 2 to 5 hours (see the "Shelf Life and Application Properties" table). Drying times will vary depending on the porosity of the surface, temperature and humidity. The maximum wait time from initial application is 24 hours.
4. If the dried *Primer T* remains uncovered for more than 24 hours, re-apply a second, undiluted coat and install the underlayment within the correct application window (see the "Shelf Life and Application Properties" table). If the application window is missed again, remove the primer mechanically and start the installation on the clean substrate.

CLEANUP

- Clean equipment immediately with water. Mineral spirits may be used to remove primer that has dried on tools.

Primer-T**Product Performance Properties** at 73°F (23°C) and 50% relative humidity

Laboratory Tests	Results
Polymer type	Acrylic
Percent solids	43% to 45%
VOCs	92 g per L
pH	7 to 8
Viscosity (RV2 @ 20 rpm)	1,400 cps
Density	64.2 lbs. per cu. ft. (1,03 g per cm ³)
Consistency	Pourable liquid
Color	White
Application temperature range	50°F to 90°F (10°C to 32°C)

Shelf Life and Application Properties at 73°F (23°C) and 50% relative humidity

Shelf life	2 years when stored in original, unopened packaging in a dry, covered location
Window for application of SLU at 73°F (23°C)	2 to 3 hours of drying time up to 24 hours from application over porous substrates (concrete, wood and gypsum); 4 to 5 hours of drying time up to 24 hours from application over nonporous substrates (ceramic and VCT)
Flash point (Seta)	> 212°F (100°C)

CSI Division Classification

Cast Underlayment	03 54 00
-------------------	----------

Packaging

Size
1 U.S. qt. (946 mL)
2 U.S. gals. (7,57 L)

Approximate Coverage*

Typical Application Tool	Coverage
3/8" (10 mm) nap roller	2 U.S. gals. (7,57 L): 400 to 800 sq. ft. (37,2 to 74,3 m ²) 1 U.S. qt. (946 mL): 50 to 100 sq. ft. (4,65 to 9,29 m ²)

* Coverage depends on the substrate profile and porosity.

Primer T



Refer to the SDS for specific data related to health and safety as well as product handling.

LEGAL NOTICE

The contents of this Technical Data Sheet ("TDS") may be copied into another project-related document, but the resulting document shall not supplement or replace requirements per the TDS in effect at the time of the MAPEI product installation. For the most up-to-date TDS and warranty information, please visit our website at

www.mapei.com. **ANY ALTERATIONS TO THE WORDING OR REQUIREMENTS CONTAINED IN OR DERIVED FROM THIS TDS SHALL VOID ALL RELATED MAPEI WARRANTIES.**

Before using, the user must determine the suitability of our products for the intended use,

and the user alone assumes all risks and liability. **ANY CLAIM SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO US WITHIN FIFTEEN (15) DAYS FROM DATE IT WAS, OR REASONABLY SHOULD HAVE BEEN, DISCOVERED.**

We proudly support the following industry organizations:



MAPEI Headquarters of North America
1144 East Newport Center Drive
Deerfield Beach, Florida 33442
1-888-US-MAPEI (1-888-876-2734) /
(954) 246-8888

Technical Services
1-800-992-6273 (U.S. and Puerto Rico)
1-800-361-9309 (Canada)

Customer Service
1-800-42-MAPEI (1-800-426-2734)

Services in Mexico
0-1-800-MX-MAPEI (0-1-800-696-2734)

Edition Date: October 11, 2017
PR: 5778 MKT: 17-2327

For the most current BEST-BACKED™ product data and warranty information, visit www.mapei.com.

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FLOOR COVERING CONTRACTORS

10130 Redwood Avenue

Fontana, CA 92335

Tel: (909) 355-0125

Concrete Moisture Vapor Emission & Alkalinity Test

Prepared For:

Company: Golden Gate Construction
 Contact: Kenneth Cho
 Address: 14775 Carmenita Rd
 Address 2: _____
 City, State & Zip: Norwalk, CA 90650
 Telephone: 714-266-0224
 E-mail: ken.goldengate@gmail.com
 Report Date: 1/28/2019
 Test Start Date: 1/22/2019
 Test End Date: 1/25/2019

Project Information:

Project Name: Hudson TI
 Contact: Stephen Lim
 Address: 205 Hudson Ave
 Address 2: _____
 City, State & Zip: City of Industry, CA
 Telephone: 310-487-7997
 Project Number: 923
 Salesperson: Liz Carter
 Tested By: Aaron Brown
 Reviewed By: Aaron Brown

Summary:

A total of 5 RH and PH tests were set. Two tests came in below the manufactures limits, 1 test was damaged so it is now void, and 2 tests came in above the manufactures limits when installing Mohawk carpet tile. All tests are within limits when installing Tarkett Omnisports Sports Floor.

Site Review:

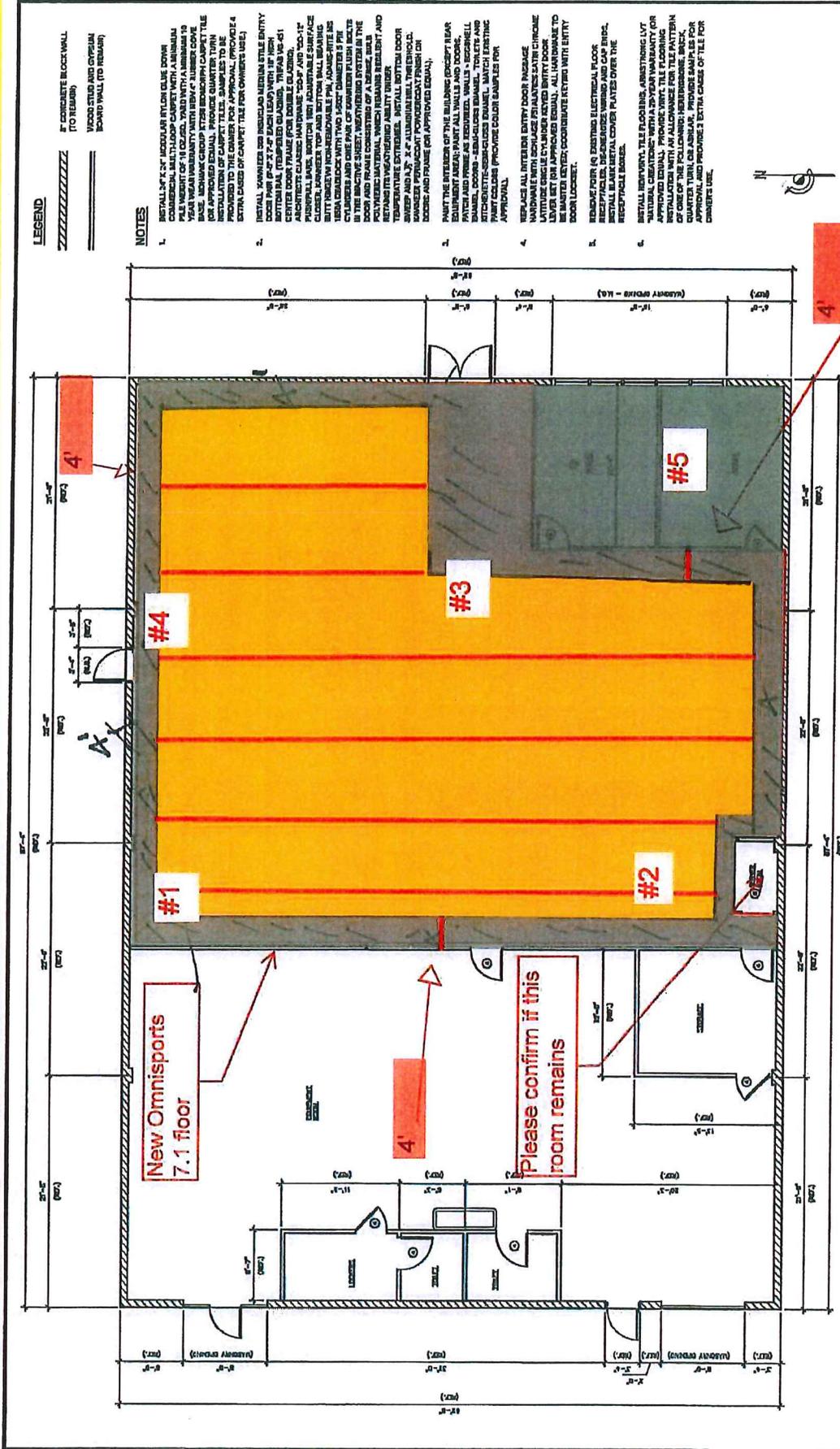
One test was damaged and is now Void. Rain gutter and plants around building maybe the cause of the higher readings. See attached pictures.

Recommendation:

CPT - MOHAWK KT256 BIOMORPH COLOR 989 DARK GREY
24X24 CARPET TILE 1/4 TURN

RB - JOHNSONITE 4" COVERED BASE COLOR 63 BURNT UMBER
WITH MATCHING EDGE STRIPS

RES - TARKETT OMNISPORTS 7.1 COLOR GOLDEN MAPLE WITH
THE SEAMS HEAT WELDED WITH EDGE STRIPS JOHNSONITE
CD-63-W WITH TRACK COLOR, BURNT UMBER



LEGEND

CONCRETE BLOCK WALL (TO REMAIN)
 WOOD STUD AND GYPSUM BOARD WALL (TO REMAIN)

NOTES

- INSTALL 1/2" X 1/2" MODULAR PLYER GUE DOWN COMMERCIAL MAT. TO COVER ALL FLOOR AREA. FLOOR MAT SHALL BE 1/4" THICK AND SHALL HAVE A MINIMUM 10 YEAR WARRANTY WITH 1/4" RUBBER CORE. REMOVE EXISTING CARPET TILE AND INSTALL NEW CARPET TILE. PROVIDE 4" JOINTS BETWEEN CARPET TILE.
- INSTALL 1/2" X 1/2" MODULAR PLYER GUE DOWN COMMERCIAL MAT. TO COVER ALL FLOOR AREA. FLOOR MAT SHALL BE 1/4" THICK AND SHALL HAVE A MINIMUM 10 YEAR WARRANTY WITH 1/4" RUBBER CORE. REMOVE EXISTING CARPET TILE AND INSTALL NEW CARPET TILE. PROVIDE 4" JOINTS BETWEEN CARPET TILE.
- REMOVE EXISTING ELECTRICAL FLOOR. REMOVE EXISTING ELECTRICAL FLOOR.
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- REMOVE EXISTING ELECTRICAL FLOOR. REMOVE EXISTING ELECTRICAL FLOOR.

<p>CITY OF INDUSTRY HUDSON (VAL) BUILDING TENANT IMPROVEMENTS (PHASE 1) 255 HUDSON AVE CITY OF INDUSTRY, CA 91744</p>		<p>PROJECT NO. 08-154377 DATE 08-15-2017</p>						
<p>CORDORA CORPORATION 11111 WILSON AVENUE BELLFLOWER, CALIFORNIA 91706</p>		<p>SCALE: 1/8" = 1'-0" SHEET: 4 OF 6</p>						
<p>CITY OF INDUSTRY PROJECT NO. 08-154377 PHASE 1: BUILDING TENANT IMPROVEMENTS APPROVED BY: [Signature] DATE: 08-15-2017</p>		<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DESCRIPTION	DATE			
NO.	DESCRIPTION	DATE						



0.44

#1

READ

SET
HOLD



59.2

READ

SET
HOLD



Ligno
DuoTec



57.7

#2

READ

SET
HOLD

▲

▼

Ligno
DuoTec BW

TEMP 60.4°F

READ

SET
HOLD

▲

▼

Ligno
DuoTec RW

SH 87.9
SEP 87.9

READ

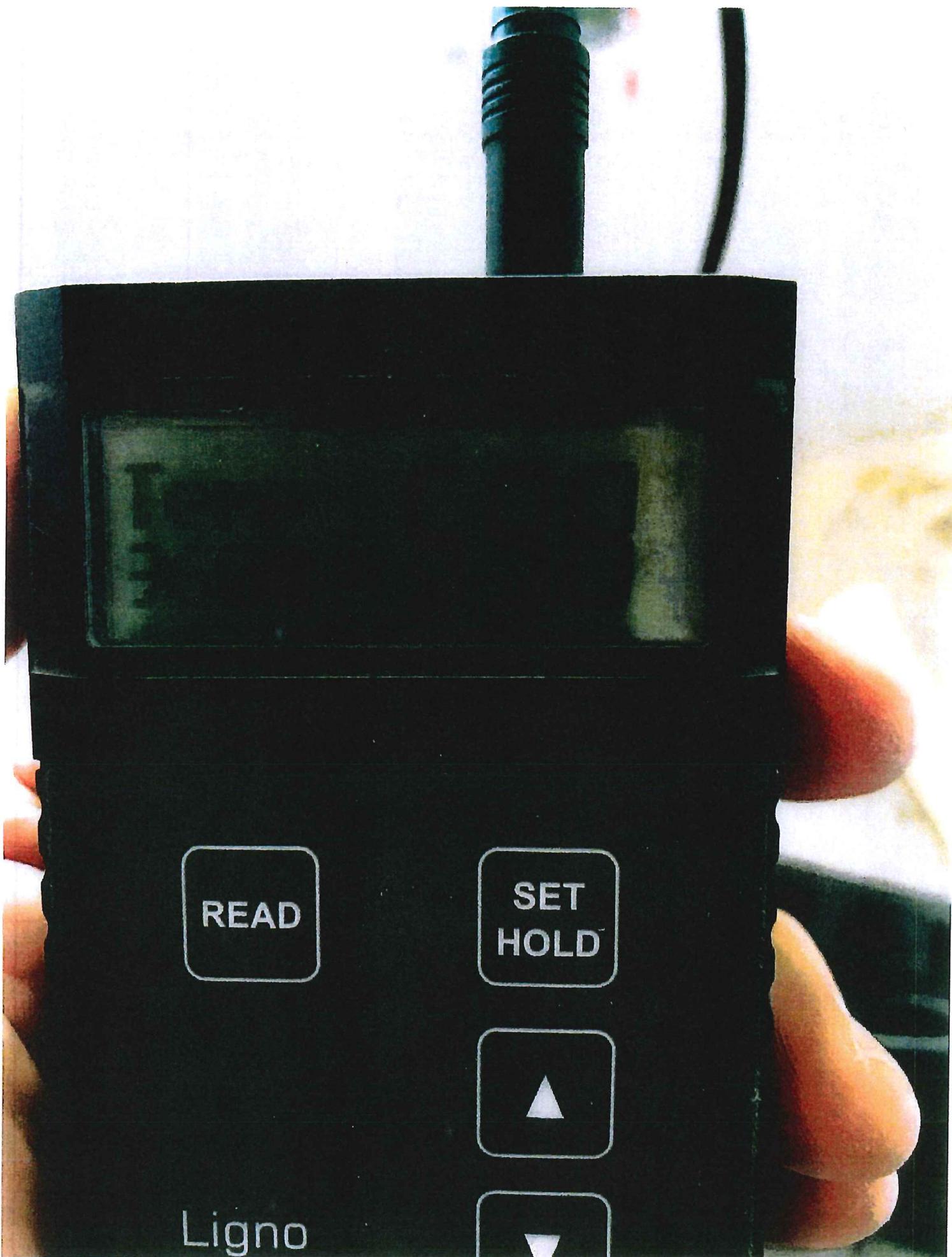
SET
HOLD



Ligno
DuoTec BW

Lignomat USA Portland OR

#3



READ

SET
HOLD



Ligno



#5

READ

SET
HOLD



Ligno
DuoTec BW

Lignomat USA, Portland OR



READ

SET
HOLD



Ligno
DuoTec BW



Mohawk EnPress®

Carpet Tile Adhesive

Mohawk EnPress® carpet tile pressure sensitive adhesive is specially designed to install Mohawk Group carpet tiles with:

- EcoFlex ICT, Vinyl Carpet Tile
- EcoFlex NXT, PVC-Free Carpet Tile
- EcoFlex AIR, Cushion Carpet Tile

Features & Benefits:

- Quick Tack
- Aggressive Bond
- Superior Shear Strength

EnPress® pressure sensitive adhesive is nonflammable and has low odor and “zero” calculated VOC’s, which makes it ideal for use in schools, healthcare facilities, public buildings, and anywhere odor is a concern.

EnPress® pressure sensitive adhesive is CRI Green Label Plus™ certified. This adhesive is not photochemically reactive as defined by California Rules 102 and 443 and also meets or exceeds VOC emission levels set by California SCAQMD Rule 1168. This adhesive contains MicroSept™ broad spectrum antimicrobial protection.

Carpet tile pressure sensitive releasable adhesive available for:

- EcoFlex ICT
- EcoFlex NXT
- EcoFlex AIR

Warranted up to 80% RH and 9 pH

Spread Rate:

EcoFlex ICT

- 140-160 sy per 4 gallons with a 3/8" nap roller

EcoFlex NXT

- 140-160 sy per 4 gallons with a 3/8" nap roller

EcoFlex NXT AIR

- 100-120 sy with a 1/16" x 1/32" x 1/32" U-notch trowel

Packaging:

- Available in 4 gallon pails
- 48 pails per pallet





"I was a little bit skeptical. Then when I went out to see GreenLay perform, I got really excited. Ultimately, it was about the environment and about using less adhesive."

Scott Chiswood
Co-owner of Carolina Courts
Concord, North Carolina

REDUCE WASTE BY ELIMINATING FULL-GLUE INSTALLATIONS

When used properly, installation methods such as GreenLay™ are as secure as full-glue installations, and use 98% less adhesive. GreenLay offers many advantages, including the drastic reduction of job site waste by using less buckets of adhesive. Additionally, GreenLay facilitates end-of-life recycling by making the floor easier to remove with less adhesive contamination.

INSTALLATION

Omnisports™ is a versatile sports surface that goes beyond the number of sports and events it can host.

15-YEAR
PRODUCT
WARRANTY

10-YEAR
MOISTURE
WARRANTY

Before the first game can be played, a new Omnisports floor needs to be installed according to the conditions on site to ensure maximum performance and durability. A variety of installation methods are available to accommodate each facility's particular circumstances, backed by a 10-year warranty for moisture tolerance based on each installation recommendation. Always consult a Tarkett Sports representative in choosing the right installation method for your project.

	Direct Full-Adhesive Installations					
	GreenLay 92% RH	Lumaflex 85% RH*	Multi-Poxy 98% RH	Multi-Set 83% RH	HP Sport Spray 90% RH	Tarkolay NA**
Omnisports HPL		☐	☐			☐
Omnisports 3.5 mm		☐	☐	☐	☐	☐
Omnisports 5.5 mm		☐	☐	☐	☐	☐
Omnisports 7.1 mm	☐	☐	☐	☐	☐	☐
Omnisports 9.4 mm	☐	☐	☐	☐	☐	☐
Omnisports 12 mm	☐	☐	☐	☐	☐	☐

NOTE: All relative humidity (RH) values refer to testing according to ASTM F2170.
 *Requires a vapor retarder.
 **No moisture testing is required.
 See installation guidelines for more information. Some floor may be installed on concrete slabs with higher moisture content with specific modifications.
 Contact technical services for assistance.









Project: Hudson TI **Work Category:** Flooring
To: Golden Gate Construction **Attn:** Rick Chung
From: Donald M. Hoover Co. **By:** Liz Carter
Date Generated: 1/28/2019 **COR Number:** 5

Description of Work: _____ **Reference RFI No.** _____ **RFP No.** _____
 Per concrete survey done - grind with a hand grinder and self-level at a few areas throughout using Mapel Planiprep SC.

	Hoover Extra Work	Sub Extra Work	Hoover Credit Enter Negative Numbers
A. Material (attach itemized quantity and unit cost plus sales tax)	430.92	-	-
B. Labor (attach itemized labor classification, hours and rates)	1,147.20	-	-
C. Equipment (attach itemized list)	-	-	-
D. Subtotal	1,578.12	-	-
E. If Subcontractors perform Work , add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed (15%) of item D,		-	-
F. Social Security & UEI taxes NTE as follows: FICA@6.2% wage ceiling \$84,900; Medicare @ 1.45%; FUTA@.8% wage ceiling of \$7000; ETT and SUI @ 2.3% wage ceiling of \$7000 Workers Comp @5.94%, Total not to exceed 16.69% (Note: Modifications to these percentages will be evaluated and possibly modified on a case-by-case basis only and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations).	Incl. in Labor Rate		
G. Subtotal	1,578.12	-	-
H. From line G , the Trade Contractor's overhead and profit including Liability & Property Damage, not to exceed (10%) for self performed work and not to exceed (5%) of subcontractor performed work.	157.81	-	-
I. Subtotal	1,735.93	-	-
J. Bond not to exceed (1%) of item I.		-	-
K. Total Grand Total	\$ 1,735.93	\$ -	\$ -

The proposal would Increase Decrease \$1,736.00

	Signature	Date

TRADE CONTRACTOR WORKSHEET

Price for Materials

Item	Material Description	Unit of Measure	Qty	Unit Price	Extended Price
1	Mapei Planiprep SC	bg	15	\$ 26.60	\$ 399.00
2					-
3					-
4					-
5					-
6					-
7					-
8					-
9					-
10					-
11					-
12					-
13					-
14					-
15					-
16					-
17					-
18					-
19					-
20					-
				Subtotal	\$ 399.00
				Freight	-
				Tax	\$ 31.92
				Total	\$ 430.92

Price for Equipment

1	Journeyman	day			-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
				Subtotal	-
				Delivery Charge	-
				Tax	-
				Total	-

Cost of Labor

1	Journeyman	HR	16	\$ 71.70	\$ 1,147.20
					-
					-
					-
					-
					-
					-
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					-
				Total	\$ 1,147.20

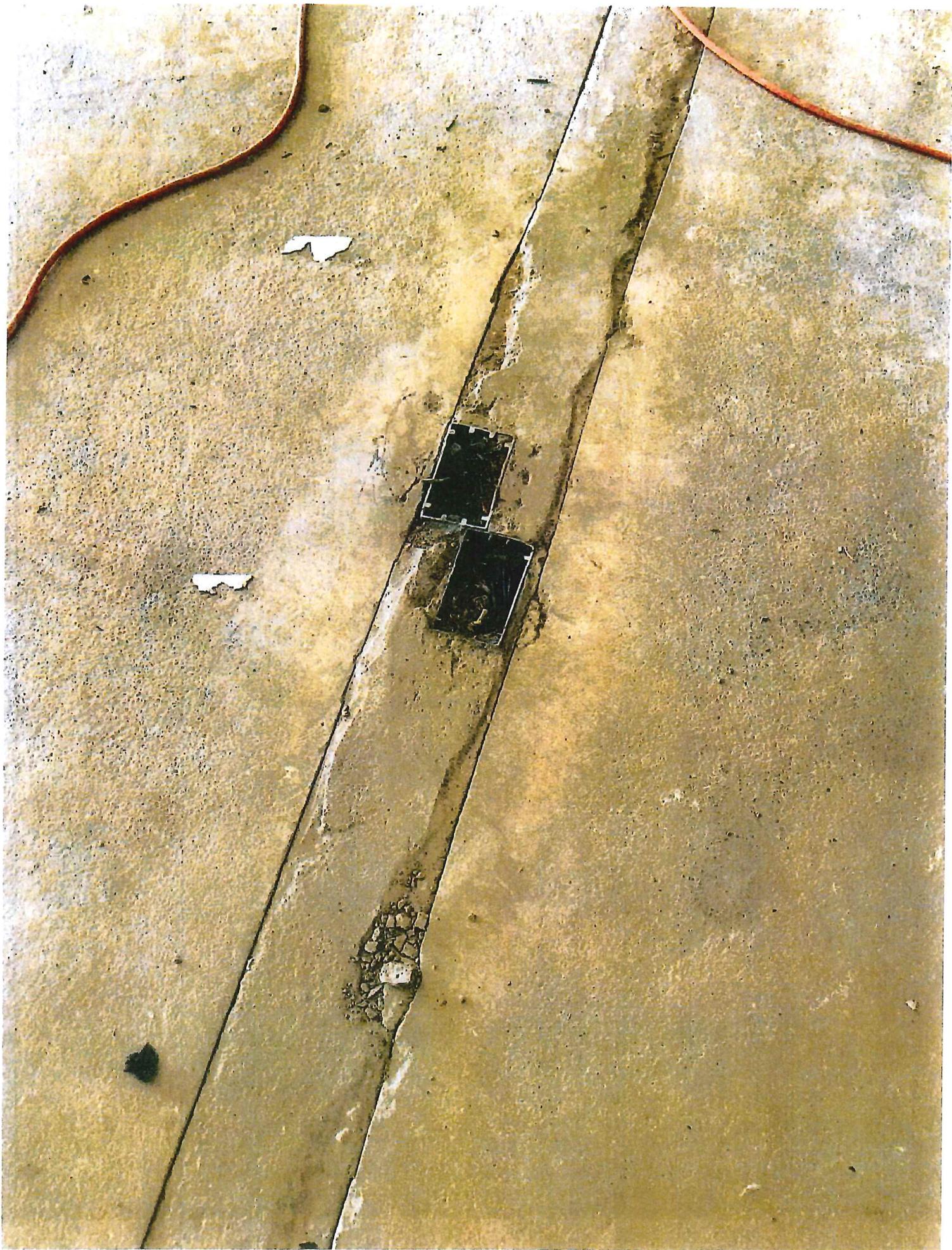






EXHIBIT B

Change Order No. 6 dated April 11, 2019

[Attached]

CITY OF INDUSTRY

CHANGE ORDER

15651 E. Stafford St.
 City of Industry, CA 91744
 (626)333-2211

Change Order No. 6

Phase 1 Hudson (YAL) Building Tenant
Project Improvements **Contract No.** CITY-1441 **Date** April 11, 2019

Type
Project Building Modification **Contractor** Golden Gate Steel, Inc.

Location 205 Hudson Ave.

Explanation:

Furnish and install 9/16-inch thick bamboo wood flooring with a 1/4-inch rubber base

Extra Work by: Contract Items X T & M
 Negotiated

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Furnish and install bamboo wood flooring with rubber base	1	LS	\$54,321.17	
TOTAL COST				\$54,321.17	

T & M SUMMARY

*Labor Cost	Total Labor per Day
*Equipment Cost (See attached breakdown)	Total Equipment per Day
*Material Cost	Sub-Total \$ -
(*Attach breakdown of labor, equipment and materials)	
CHANGE ORDER SUMMARY	Other Additive (Profit & Bond Fee)
Original Contract Amount \$ 204,298.36	Total T & M \$ -
Total Previous Change Orders \$ 275,887.51 135.0%	
Total Change Orders \$ 330,208.68 161.6%	Pay This CHANGE ORDER \$54,321.17 26.59%

Authorized by _____ Additional Contract Days 60

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

[Signature] 3/28/19
 Contractor Representative Date
[Signature] 4/11/19
 Joshua Nelson - Contract City Engineer Date

Troy Helling - City Manager
[Signature] 4.1.19
 Project Manager Date



GOLDEN GATE CONSTRUCTION

14775 Carmenita Road Norwalk, CA 90650
Lic. #776708 (562) 210-8108 Fax: (844) 272-9660

Change Order Request Form

Project Name: Phase 1 Hudson (YAL) Building Tenant Improvements

COR No.: 6

Project Address: 205 Hudson Ave. City of Industry, CA 91744

Date: 3/26/2019

Project Manager / Owner: Jim Goff / CNC Engineering

Change Description: **Provide the Plybostrand prefinished solid bamboo wood flooring over 1/4" Plyboofit underlayment glued to the concrete where Sports Flooring was to be installed.**

Change Scope of Work: Additional Items

Item	Description	QTY	UNIT	COST	AMOUNT
Bamboo	Plyboo Strand 9/16"x3-3/4"x72"	1	LS	\$ 45,860.00	\$ 45,860.00
	1/4" Plyboofit underlayment				
	Sub Total				\$ 45,860.00
Overhead & Profit	General Contractor Overhead & Profit	1	%	\$ 45,860.00	\$ 6,879.00
	Sub Total				\$ 52,739.00
Bond	Bond	1	%	\$ 1,582.17	\$ 1,582.17
Total					\$ 54,321.17

MEMO

--

Submitted by: Stephen Lim

Approved by: _____

Title: Project Manager

Name & Title: _____



Project: Hudson TI **Work Category:** Flooring
To: Golden Gate Construction **Attn:** Stephen Lim
From: Donald M. Hoover Co. **By:** Liz Carter
Date Generated: 3/18/2019 **COR Number:** 6CR1 - Revised Flooring

Description of Work: _____ **Reference RFI No.** _____ **RFP No.** _____
 Per request, furnish and install PlybooStrand 9/16" x 3-3/4" x 72" prefinished solid Bamboo Flooring glued over 1/4" PlybooFit underlayment glued to the concrete where Sports Flooring was to be installed, approximately 1900 sf. No field finishing included. Credit is based on labor to install the originally requested sports floor.

	Hoover Extra Work	Sub Extra Work	Hoover Credit Enter Negative Numbers
A. Material (attach itemized quantity and unit cost plus sales tax)	-	47,500.00	-
B. Labor (attach itemized labor classification, hours and rates)	-	-	(4,015.20)
C. Equipment (attach itemized list)	-	-	-
D. Subtotal	-	47,500.00	(4,015.20)
E. If Subcontractors perform Work , add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed (15%) of item D,			-
F. Social Security & UEI taxes NTE as follows: FICA@6.2% wage ceiling \$84,900; Medicare @ 1.45%; FUTA@ .8% wage ceiling of \$7000; ETT and SUI @ 2.3% wage ceiling of \$7000 Workers Comp @5.94%, Total not to exceed 16.69% (Note: Modifications to these percentages will be evaluated and possibly modified on a case-by-case basis only and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations).	Incl. in Labor Rate		
G. Subtotal	-	47,500.00	(4,015.20)
H. From line G , the Trade Contractor's overhead and profit including Liability & Property Damage, not to exceed (10%) for self performed work and not to exceed (5%) of subcontractor performed work.		2,375.00	-
I. Subtotal		49,875.00	(4,015.20)
J. Bond not to exceed (1%) of item I.			-
K. Total Grand Total	\$ -	\$ 49,875.00	\$ (4,015.20)
	\$ 45,859.80		

The proposal would Increase Decrease \$45,860.00

	Signature	Date

TRADE CONTRACTOR CREDIT WORKSHEET

Price for Materials						
Item	Material Description	Unit of Measure	Qty	Unit Price		Extended Price
1						\$ -
2						\$ -
3						\$ -
4						\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
11						\$ -
12						\$ -
13						\$ -
14						\$ -
15						\$ -
16						\$ -
17						\$ -
18						\$ -
19						\$ -
20						\$ -
					Subtotal	\$ -
					Freight	(\$)
					Tax	\$ -
					Total	\$ -
Price for Equipment						
1		day				\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
					Subtotal	\$ -
					Delivery Charge	\$ -
					Tax	\$ -
					Total	\$ -
Cost of Labor						
1	Journeyman	Hr	56	\$ 71.70		\$ (4,015.20)
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
					Total	\$ (4,015.20)

CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
Gerardo Perez, Construction Manager, CNC Engineering *GP*

DATE: April 11, 2019

SUBJECT: Consideration of Change Order No. 1 for Industry Hills Trail Lighting Improvements (Project No. CIP-IH-18-011-B) Aldridge Electric, Inc., (Contract No. DS-18-023-B)

Background:

On February 8, 2018, the City Council awarded Contract No. DS-18-01-B for the Industry Hills Trail Lighting Improvements project, in the amount of \$613,795.10, to Aldridge Electric, Inc. This project consists of installation of new LED lighting and conduits on the existing pilasters along the Industry Hills trail.

Discussion:

The Contract City Engineer has reviewed the following change order for completeness and accuracy as to the materials and labor included:

- **Change Order No. 1:** All the installation of the conduits and wiring including light fixtures is complete. Final measured quantities for the following bid items is as follows;

Underruns – Total cost for underruns is (\$46.00) for Bid Item No. 5, 2-inch PVC conduit

Over-runs – Total cost for over-runs is \$20,416.60 per the Bid Items below;

Bid Item No. 6, 3-inch PVC conduit – Added an additional 20 lineal feet @ \$9.00/LF = \$180.00

Bid Item No. 16 - #4 AWG (American Wire Gage) Wire – Added an additional 8,148 lineal feet of wire @ \$1.70/LF = \$13,851.60

Bid Item No. 17 - #6 AWG – Added an additional 1,200 lineal feet of wire @ \$1.50/LF = \$1,800.00

Bid Item No. 18 - #8 AWG – Added an additional 3,275 lineal feet of wire @ \$1.40/LF = \$4,585.00

The original estimated quantities did not include certain sweeps or the wire to running up the pilasters to the power each light fixture. The net increase in cost totals \$20,370.60.

Table 1 - Summary of Extra Costs

Contract Amount	\$613,795.10
Change Order No. 1	\$20,370.60
Revised Project Cost	\$634,165.70

Table 2 – Summary of Approved Construction Budget Amount (February 8, 2018)

Base Bid (Aldridge)	\$613,795.10
Contingency Allowance	\$122,759.02
Total Original Project Budget	\$736,554.12

The revised contract amount, including Change Order No. 1, totals \$634,165.70. This is within the original budgeted amount of \$736,554.12.

Fiscal Impact:

There is no fiscal impact due to Change Order No. 1.

Recommendation:

- 1.) Approve Change Order No. 1 in the amount of \$20,370.60 and authorize the Mayor to execute the approved change order.

Exhibit:

- A. Aldridge Electric, Inc., Change Order No. 1, dated April 11, 2019

TH/JN/GP:jv

EXHIBIT A

Aldridge Electric, Inc., Change Order No. 1, dated April 11, 2019

[Attached]



March 29, 2019

City of Industry
15625 E. Stafford Street, Suite 100
City of Industry, Ca. 91744
AttN: Gerardo Perez / Sr. Construction Manager

RE: Industry Trails Lightng Improvements
Project No. CIP-IH-18-011-B

SUBJ: Contract Change Order Request No. 1 /

Description : Additional quantities to base contract bid items.

Aldridge Electric's quoted price for the referenced change order request is as follows:

L/S: \$ 20,370.60

Quoted price is based on in field measurements and confirmation.

Back-up data is attached for your reference.

Respectfully,

Louis Perez
Project Manager



Aldridge Electric Inc. Payment Form

JOB NAME : <i>Industry Trails Lighting Improvements</i> JOB LOCATION : <i>City of Industry</i> OWNER'S EST # : 6 ALDRIDGE JOB # : <i>185230</i> CONTRACT NO. : <i>231664</i>	COMPANY NAME: <i>City of Industry</i> ADDRESS: <i>255 North Hacienda Boulevard, Suit 222, City of Industry CA 91744</i> PHONE: FAX:	CONTACT: <i>Louis Perez</i> STATUS: SUBCONTRACT NO.: SUB EST NO. : 6 FROM : <i>01-Mar-19</i> TO : <i>31-Mar-19</i>	APPROVED BY: _____ DATE: _____
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ITEM NO.	COST CODE	DESCRIPTION	APPROXIMATE		UNIT PRICE	APPROXIMATE AMOUNT	TOTAL TO DATE		% OF ITEM COMPLETE	PREVIOUS ESTIMATE		THIS ESTIMATE	
			QUANTITY	UNIT			QUANTITY	AMOUNT		QUANTITY	AMOUNT	QUANTITY	AMOUNT
1		Mobilization (Max is 5%)	1	LS	\$2,000.00	\$2,000.00	1.000	\$2,000.00	100%	1.000	\$2,000.00	0.000	\$0.00
2		Construction Traffic Control	1	LS	\$11,826.10	\$11,826.10	1.000	\$11,826.10	100%	1.000	\$11,826.10	0.000	\$0.00
3		Install 1" LFMC Conduit	1,690	LF	\$35.70	\$60,333.00	1690.000	\$60,333.00	100%	1690.000	\$60,333.00	0.000	\$0.00
4		Install 2" LFMC Conduit	9,563	LF	\$18.00	\$172,134.00	9563.000	\$172,134.00	100%	9563.000	\$172,134.00	0.000	\$0.00
5		Install 2" PVC Schedule 80 Conduit	1,780	LF	\$4.60	\$8,188.00	1780.000	\$8,188.00	100%	1780.000	\$8,188.00	0.000	\$0.00
6		Install 3" PVC Schedule 80 Conduit	200	LF	\$9.00	\$1,800.00	220.000	\$1,980.00	110%	200.000	\$1,800.00	20.000	\$180.00
7		Install #5 Pullbox	20	EA	\$1,050.30	\$21,006.00	20.000	\$21,006.00	100%	20.000	\$21,006.00	0.000	\$0.00
8		Install #5T Pullbox	6	EA	\$1,819.90	\$10,919.40	6.000	\$10,919.40	100%	6.000	\$10,919.40	0.000	\$0.00
9		Install #6 Pullbox	3	EA	\$1,339.80	\$4,019.40	3.000	\$4,019.40	100%	3.000	\$4,019.40	0.000	\$0.00
10		Type III-CF Service Cabinet Enclosure	2	EA	\$4,315.90	\$8,631.80	0.000	\$0.00	0%	0.000	\$0.00	0.000	\$0.00
11		Trenching (Parkway)	1,396	LF	\$6.60	\$9,213.60	1396.000	\$9,213.60	100%	1396.000	\$9,213.60	0.000	\$0.00
12		Trenching (Roadway)	374	LF	\$44.60	\$16,680.40	374.000	\$16,680.40	100%	374.000	\$16,680.40	0.000	\$0.00
13		Slurry Backfill	72	CY	\$188.40	\$13,564.80	72.000	\$13,564.80	100%	72.000	\$13,564.80	0.000	\$0.00
14		Luminaire Type III LED 24 W	123	EA	\$829.90	\$102,077.70	123.000	\$102,077.70	100%	123.000	\$102,077.70	0.000	\$0.00
15		Luminaire Type III LED 49 W	46	EA	\$829.90	\$38,175.40	46.000	\$38,175.40	100%	46.000	\$38,175.40	0.000	\$0.00
16		#4 AWG Wire	21,422	LF	\$1.70	\$36,417.40	29570.000	\$50,269.00	138%	21422.000	\$36,417.40	8148.000	\$13,851.60
17		#6 AWG Wire	29,060	LF	\$1.50	\$43,590.00	30260.000	\$45,390.00	104%	29060.000	\$43,590.00	1200.000	\$1,800.00
18		#8 AWG Wire	11,725	LF	\$1.40	\$16,415.00	15000.000	\$21,000.00	128%	11725.000	\$16,415.00	3275.000	\$4,585.00
19		6" x 6" x 4" Junction Box (WP)	175	EA	\$154.50	\$27,037.50	175.000	\$27,037.50	100%	175.000	\$27,037.50	0.000	\$0.00
20		Asphalt Concrete	26	TON	\$375.60	\$9,765.60	0.000	\$0.00	0%	0.000	\$0.00	0.000	\$0.00



Aldridge Electric Inc. Payment Form

JOB NAME : <i>Industry Trails Lighting Improvements</i>	COMPANY NAME: <i>City of Industry</i>	CONTACT: <i>Louis Perez</i>	
JOB LOCATION : <i>City of Industry</i>	ADDRESS: <i>255 North Hacienda Boulevard, Suit 222</i>	STATUS:	APPROVED BY: _____
OWNER'S EST # : 6	<i>City of Industry CA 91744</i>	SUBCONTRACT NO.:	DATE: _____
ALDRIDGE JOB # : <i>185230</i>	PHONE:	SUB EST NO. : 6	
CONTRACT NO. : <i>231664</i>	FAX:	FROM : <i>01-Mar-19</i>	
		TO : <i>31-Mar-19</i>	

ITEM NO.	COST CODE	DESCRIPTION	APPROXIMATE		UNIT PRICE	APPROXIMATE AMOUNT	TOTAL TO DATE		% OF ITEM COMPLETE	PREVIOUS ESTIMATE		THIS ESTIMATE	
			QUANTITY	UNIT			QUANTITY	AMOUNT		QUANTITY	AMOUNT	QUANTITY	AMOUNT
21			0		\$0.00	\$0.00	0.000	\$0.00	0%	0.000	\$0.00	0.000	\$0.00
26			0		\$0.00	\$0.00	0.000	\$0.00	0%	0.000	\$0.00	0.000	\$0.00
		Subtotal				\$613,795.10		\$615,814.30			\$595,397.70		\$20,416.60
		Materials On Hand											
			0		\$0.00	\$0.00	0.000	\$0.00	0%	0.000	\$0.00	0.000	\$0.00
			0		\$0.00	\$0.00	0.000	\$0.00	0%	0.000	\$0.00	0.000	\$0.00
		Subtotal				\$0.00					\$0.00		\$0.00
		Extra Work											
			0		\$0.00	\$0.00	0.000	\$0.00	0%	0.000	\$0.00	0.000	\$0.00
			0		\$0.00	\$0.00	0.000	\$0.00	0%	0.000	\$0.00	0.000	\$0.00
		Subtotal				\$0.00		\$0.00			\$0.00		\$0.00
		Backcharges and Deductions											
5		Install 2" PVC Schedule 80 Conduit	10	LF	\$4.60	\$46.00	10.000	\$46.00	100%	0.000	\$0.00	10.000	\$46.00
			0		\$0.00	\$0.00	0.000	\$0.00	0%	0.000	\$0.00	0.000	\$0.00
		Subtotal				\$46.00		\$46.00			\$0.00		\$46.00
		Total				\$613,749.10		\$615,768.30			\$595,397.70		\$20,462.60

NOTES:						
		TOTAL TO DATE	PREVIOUS AMOUNT	CURRENT AMOUNT		
		GROSS AMOUNT:	\$615,768.30	\$595,397.70	GROSS AMOUNT:	\$20,416.60
		RETENTION RATE:	0%	0%	RETENTION:	\$0.00
	RETENTION:	\$0.00	\$0.00	BKCHG/DEDUCT:	\$0.00	
	BKCHG/DEDUCT:	\$46.00	\$0.00	BKCHG/DEDUCT:	\$46.00	



Aldridge Electric Inc. Payment Form

JOB NAME : <i>Industry Trails Lighting Improvements</i>	COMPANY NAME: <i>City of Industry</i>	CONTACT: <i>Louis Perez</i>	
JOB LOCATION : <i>City of Industry</i>	ADDRESS: <i>255 North Hacienda Boulevard, Suit 222</i>	STATUS:	APPROVED BY: _____
OWNER'S EST # : 6	<i>City of Industry CA 91744</i>	SUBCONTRACT NO.:	DATE: _____
ALDRIDGE JOB #: <i>185230</i>	PHONE:	SUB EST NO. : 6	
CONTRACT NO. : <i>231664</i>	FAX:	FROM : <i>01-Mar-19</i>	
		TO : <i>31-Mar-19</i>	

ITEM NO.	COST CODE	DESCRIPTION	APPROXIMATE		UNIT PRICE	APPROXIMATE AMOUNT	TOTAL TO DATE		% OF ITEM COMPLETE	PREVIOUS ESTIMATE		THIS ESTIMATE	
			QUANTITY	UNIT			QUANTITY	AMOUNT		QUANTITY	AMOUNT	QUANTITY	AMOUNT
							\$615,722.30			\$595,397.70			
PROCESS PAYMENT: _____							RELEASE PAYMENT: _____ NET AMOUNT:					\$20,370.60	
DATE: _____							DATE: _____						

CITY COUNCIL

ITEM NO. 6.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
Sean Nazarie, Project Manager, CNC Engineering *SN*

DATE: April 11, 2019

SUBJECT: Consideration of a Professional Services Agreement with MBF Consulting, Inc., for Capital Water Improvement projects in the amount of \$95,000.00

Background:

The existing water lines at several locations throughout the City are in need of upgrade and expansion to eliminate leaks, and to improve fire flow efficiency. These consist of improvements on 3rd Avenue and Starhill Lane, south of Lomitas Avenue, Don Julian Road between Basetdale and Orange Blossom Avenue and 4th Avenue and Trailside Drive, south of Lomitas Avenue, as well as various other locations throughout the City.

Discussion:

The City would use the services MBF consulting, Inc. ("MBF") to provide design drawings, and related services in support of the aforementioned waterline improvement projects. MBF has a successful history of providing similar services on to various water agencies throughout Southern California.

Fiscal Impact:

MBF's contract would run for a maximum term of three years, with a not to exceed amount of \$95,000.

Recommendation:

Staff recommends that the City Council approve the Professional Services Agreement with MBF Consulting, Inc.

Exhibit:

A. Professional Services Agreement with MBF Consulting, Inc. dated April 11, 2019

TH/JN/SN:jv

EXHIBIT A

Professional Services Agreement with MBF Consulting, Inc. dated April 11, 2019

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of April 11, 2019 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and MBF Consulting, 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 April 10, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks (“Services”) described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. (“Scope of Services”). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the 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 engineering services for IPUC Water Improvements, 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 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 AND CONDITIONS

(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 Ninety-Five Thousand Dollars (\$95,000.00) 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.

(d) City is to provide as set forth in Exhibit A – Construction Support Services Exclusions: Topographic Survey and Base Map Preparation, Utility Investigation, Permits, and Traffic Control Plans. Project topographic survey and the base map in CAD format shall accurately reflect the existing project site conditions, including, but not limited to, the above ground features, as well as, existing wet and dry utilities necessary for project design.

City warrants and guarantees the accuracy of all materials provided to Consultant.

Consultant makes no warranties express or implied, or guarantees as to the accuracy of materials provided to it by the City, including, but not limited to the above mentioned Topographic Survey or Base Map, Utility Locations, Permits, Traffic Control Plans, and any Work Product derived therefrom.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City or Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other, (Consultant or the City), respectively, 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, (including, without limitation, California Civil Code Section 2782 and 2782.8) for "Licensed Design Professionals", Consultant shall, defend (with legal counsel reasonably acceptable to the City), indemnify, 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) to the proportionate extent arising out of, or pertaining to, or relating to, those negligent acts, errors or omissions, or recklessness, or willful misconduct, of Consultant, its officers, agents, or employees, or out of Consultant's breach of its obligations 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, to the extent arising from, or pertaining to the negligent, recklessness, or willful misconduct in the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have a duty to defend the City at Consultant's cost, 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.

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: MBF Consulting, Inc.
22321 Birchleaf
Mission Viejo, CA 92692
Attention: Michael Fakhar, Principal

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 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.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the 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

“CONSULTANT”
MBF Consulting, Inc.

By: _____
Troy Helling, City Manager

By: _____
Michael Fakhar, Principal

Attest:

By: _____
Julie Gutierrez-Robles, 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

Consultant will provide design and construction support services for various waterline improvement projects throughout the City of Industry.

Plans

Using base maps to be provided by the City, Consultant will redline the proposed water line improvements based on the City of Industry and La Puente Valley County Water District design standards and requirements and with sufficient notes and details for construction of the water lines and submit them to the City Engineer. Consultant will subsequently back-check and review CAD drawings of the marked up plans (redlines) and will submit all review comments to the City Engineer. The base map provided by others shall accurately reflect the location of existing site features and improvements including dry and wet utilities, necessary for designing the proposed pipeline.

Special Provisions

Consultant will provide all necessary special provision for construction of the water line improvements and submit electronic copies to the City Engineer.

Estimates

Consultant will prepare an itemized estimate of quantities along with a statement of construction cost with estimated unit costs for each item.

Utility Coordination

Using available record drawings of existing utilities to be provided by others, Consultant will provide solutions to any utility conflicts.

Respond to Plan Check Comments

Consultant will be available to respond to plan check comments on items related to its design.

Construction Support Services

Consultant will be available to respond to questions during the bidding and construction phase.

Exclusions:

1. Topographic Survey and Base Map Preparation
2. Utility Investigation
3. Permits
4. Traffic control plans

SCOPE OF SERVICES ARE FOR THE FOLLOWING CAPITAL IMPROVEMENT PROJECTS:

1. **Don Julian & Basetdale Waterline Improvement**
Construct approximately 900 feet of 10-inch Ductile Iron Pipe on Don Julian Rd. to loop distribution system to Basetdale Ave. increase fire flow and supply reliability to the surrounding area.
2. **4th Avenue & Trailside Waterline Improvements**
Construct approximately 1,950 feet of 8-inch Ductile Iron Pipe on 4th Ave. to loop distribution system to Trailside Dr. and increase fire flow and reliability to the surrounding area.
3. **Starhill Lane & 3rd Avenue Waterline Improvements**
Replace approximately 520 feet of 4-inch Steel on Starhill Ln. with 8-inch Ductile Iron Pipe (DIP) due to historical leak frequencies. Replace 913 feet of 6-inch & 8-inch Steel on 3rd Ave. with 8-inch DIP to improve Fire Flow deficiencies. Construct approximately 420 feet of 8-inch Ductile Iron Pipe to loop distribution system on 3rd. Ave. with Loumont St. and increase fire flow to the surrounding area.
4. **Tonner Canyon Water System Analysis and Design Services**
5. **Other Miscellaneous Projects as Needed and Requested by the City Engineer**

EXHIBIT B
RATE SCHEDULE

Principal	\$255.00/hour
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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 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 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.

CITY COUNCIL

ITEM NO. 6.7

RESOLUTION NO. CC 2019-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING ALL RESOLUTIONS AUTHORIZING THE ISSUANCE OF A LEGISLATIVE SUBPOENA FOR THE PRODUCTION OF BOOKS OR OTHER DOCUMENTS CONCERNING THE MASTER GROUND LEASE BETWEEN THE CITY OF INDUSTRY AND SAN GABRIEL VALLEY WATER AND POWER, LLC

WHEREAS, Section 37104 of the Government Code authorizes a City Council to issue a legislative subpoena “requiring attendance of witnesses or production of books or other documents for evidence or testimony in any action or proceeding pending before it”; and

WHEREAS, there existed a Master Ground Lease (and related amendments) (“Lease”) between the City and San Gabriel Valley Water and Power, LLC (“SGVWP”), concerning certain property set forth therein; and

WHEREAS, pursuant to the terms of the Lease, SGVWP sought, and received from the City, reimbursement for costs incurred by SGVWP in connection with exploring the feasibility of, and seeking approvals for, the planning and development of a solar project at the property subject to the Lease; and

WHEREAS, the City terminated the Lease on two occasions; and

WHEREAS, the City has received numerous public records requests concerning the Lease and the related reimbursements; and

WHEREAS, the City requested from SGVWP, but did not receive, all documents evidencing work performed for which SGVWP has sought reimbursement under the Lease; and

WHEREAS, matters relating to compliance with contractual obligations, resolution of existing litigation, compliance with the California Public Records Act, and maintaining proper documentation for payments made by the City in preparation for audits, are proper legislative concerns, thereby proving that a legislative subpoena is an appropriate vehicle for investigative purposes; and

WHEREAS, pursuant to Government Code section 37104, on or about May 25 and July 26, 2018, the City Council adopted Resolution Nos. CC 2018-16 and 2018-38, authorizing the issuance of legislative subpoenas, copies of the May and July 2018 legislative subpoenas are attached hereto as Exhibits A and B respectively, and are incorporated herein by reference; and

WHEREAS, as a result of the legislative subpoenas, SGVWP filed an action for writ of mandate against the City; and

WHEREAS, the City recently initiated litigation against SGVWP to recover the \$20 million in public funds that were reimbursed to SGVWP under the now terminated Lease; and

WHEREAS, in an effort to conserve judicial resources, the City Council desires to withdraw the prior legislative subpoenas, and will not issue any further legislative subpoenas to SGVWP.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

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

Section 2.

- a. The City Council hereby rescinds Resolution Nos. CC 2018-16 and 2018-38 in their entirety, along with the related legislative subpoenas.
- b. The City Council hereby directs the City Attorney to withdraw any Mayor's Reports related to the rescinded legislative subpoenas.
- c. The City Council will not issue any further legislative subpoenas to SGVWP concerning the Lease and/or the reimbursements made thereunder.
- d. City Staff and the City Attorney are hereby directed to take all such actions necessary to effectuate the intent of this Resolution.

Section 3. 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 4. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on April 11, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Julie Gutierrez-Robles, Deputy City Clerk