

# CITY OF INDUSTRY

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## CITY COUNCIL REGULAR MEETING AGENDA

JUNE 27, 2019  
9:00 AM



Mayor Cory C. Moss  
Mayor Pro Tem Cathy Marcucci  
Council Member Abraham Cruz  
Council Member Mark D. Radecki  
Council Member Newell Ruggles

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

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### **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. Presentations

6. **CONSENT CALENDAR**

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

6.1 Consideration of the Register of Demands for June 27, 2019

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

6.2 Consideration of the minutes of the February 22, 2018 regular meeting and the June 11, 2019 joint special meeting

*RECOMMENDED ACTION: Approve as submitted.*

6.3 Consideration of Resolution No. CC 2019-28 – A Resolution of the City Council of the City of Industry, California, approving Blanket Purchase Orders for Vendors Totaling \$10,000 and Over for FY 2019-2020

*RECOMMENDED ACTION: Adopt Resolution No. CC 2019-28.*

6.4 Consideration of Amendment No. 3 to the Maintenance Services Agreement with Janus Pest Management, Inc. for pest control services, increasing total compensation by \$85,000 through June 27, 2020 (Agreement No. DS-18-056-A)

*RECOMMENDED ACTION: Approve Amendment No. 3.*

6.5 Consideration of authorization to advertise for public bids for Citywide Catch Basin Retrofits – Phase 2, for an estimated cost of \$370,000 (Agreement No. CIP-SD-18-040-B)

*RECOMMENDED ACTION: Approve the plans and specifications and authorize the advertising and receipt of electronic bids.*

6.6 Consideration of authorization to advertise for public bids for Annual Street Rehabilitation FY 18-19, for an estimated cost of \$575,000 (Agreement No. CIP-STR-19-043-B)

*RECOMMENDED ACTION: Approve the plans and specifications and authorize the advertising and receipt of electronic bids.*

7. **ACTION ITEMS**

- 7.1 Update regarding past meeting minutes

*RECOMMENDED ACTION: Receive and file report.*

- 7.2 Consideration of Change Order No. 2, 3 and 4, for the Expo Center Main Gate Improvements Project, with Sidra Group, Inc., dba Trinity Fence (Agreement No. DS-18-024-B, Project No. CIP-EXPO-18-008-B)

*RECOMMENDED ACTION: Approve Change Order Nos. 2, 3 and 4 and authorize the Mayor to execute the Change Orders.*

- 7.3 Consideration of Change Order No. 7, and Notice of Completion, for Phase 1 Hudson (YAL) Building Tenant Improvements, with Golden Gate Steel, Inc. (Contract No. CITY-1441)

*RECOMMENDED ACTION: Approve Change Order No. 7 and authorize the Mayor to execute the Change Order, and approve the Notice of Completion and authorize the City Engineer to execute the Notice of Completion.*

- 7.4 Consideration of Cancellation of Change Order No. 1, Approval of Change Order No. 2, and Notice of Completion for Industry Hills Trail Grading Restoration Phase B (Project No. CIP-IH-18-006-B) with DELT Builders Inc., (Contract No. DS-18-039-B)

*RECOMMENDED ACTION: Cancel Change Order No. 1, Approve Change Order No. 2 and authorize the Mayor to execute the Change Orders, and approve the Notice of Completion and authorize the City Engineer to execute the Notice of Completion.*

- 7.5 Consideration of Amendment No. 3 to the Property and Casualty Claims Administration Services Agreement with Keenan and Associates extending the term to June 30, 2020

*RECOMMENDED ACTION: Approve the Amendment.*

- 7.6 Consideration of a Professional Services Agreement with PlaceWorks to prepare CEQA documentation for a development project at the Industry Business Center, in an amount not-to-exceed \$15,358 from June 27, 2019 to June 27, 2020

*RECOMMENDED ACTION: Approve the Agreement.*

8. **CITY COUNCIL COMMITTEE REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

11.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code section 54956.8

Property:	Ward Way & Gale Avenue, City of Industry, CA, also known as Assessor Parcel Numbers: 8242-016-030, 8242-016-034, 8242-016-036 & 8242-016-046
Agency Negotiators:	Troy Helling, City Manager Bianca Sparks Rojas, Assistant City Attorney
Negotiating Parties:	Veterans of Foreign Wars of U S Puente Post No 1944, BHK Property LLC, Viel Milon F and Earla D TRS Viel Family Trust
Under Negotiation:	Price and Terms of Payment

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

*CITY COUNCIL*

ITEM NO. 6.1

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING OF JUNE 27, 2019**

**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	1,944,654.87
103	PROP A FUND	7,466.71
120	CAPITAL IMPROVEMENT FUND	481,542.24
TOTAL ALL FUNDS		2,433,663.82

**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	104,113.62
PROP/A	PROP A - CKING ACCOUNT	7,466.71
WRK/TM	WORKMAN TEMPLE -CKING ACCOUNT	4,035.81
WFBK	WELLS FARGO - CKING ACCOUNT	2,318,047.68
TOTAL ALL BANKS		2,433,663.82

APPROVED PER CITY MANAGER

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CITY OF INDUSTRY

BANK OF AMERICA

June 27, 2019

Check	Date		Payee Name	Check Amount
<b>CITYGEN.CHK - City General</b>				
WT1117	06/06/2019		JOHN HANCOCK USA	\$4,113.62
	Invoice	Date	Description	Amount
	5/4-5/31/19	06/06/2019	PARS CONTRIBUTIONS FOR MAY 2019	\$4,113.62
24429	06/11/2019		CIVIC RECREATIONAL INDUSTRIAL	\$100,000.00
	Invoice	Date	Description	Amount
	06/11/19	06/11/2019	TRANSFER FUNDS-CRIA A/P	\$100,000.00

Checks	Status	Count	Transaction Amount
	Total	2	\$104,113.62

# CITY OF INDUSTRY

## PROP A

June 27, 2019

Check	Date				Payee Name	Check Amount
<b>PROPA.CHK - Prop A Checking</b>						
90089	06/27/2019				CITY OF INDUSTRY-REFUSE	\$78.80
	Invoice	Date	Description		Amount	
	3628022	06/01/2019	DISP SVC-METROLINK		\$78.80	
90090	06/27/2019				CNC ENGINEERING	\$3,960.00
	Invoice	Date	Description		Amount	
	458812	06/13/2019	ANNUAL BUS STOP ADA IMPROVEMENTS		\$3,960.00	
90091	06/27/2019				INDUSTRY SECURITY SERVICES	\$3,427.91
	Invoice	Date	Description		Amount	
	14-23920	06/07/2019	SECURITY SVC-METROLINK		\$1,698.18	
	14-23931	06/14/2019	SECURITY SVC-METROLINK		\$1,729.73	

Checks	Status	Count	Transaction Amount
	Total	3	\$7,466.71

CITY OF INDUSTRY

WORKMAN TEMPLE

June 27, 2019

Check	Date	Payee Name		Check Amount
WRKTMPHM.WF.CHK - Workman Temple Homestead Chking				
1005	06/05/2019	HISTORICAL RESOURCES, INC.		\$4,035.81
	Invoice	Date	Description	Amount
	6/5/19	06/05/2019	HISTORICAL COLLECTIBLES	\$4,035.81

Check	Status	Count	Transaction Amount
	Total	1	\$4,035.81

**CITY OF INDUSTRY  
WELLS FARGO BANK  
June 27, 2019**

Check	Date	Payee Name			Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>					
<b>71389</b>	06/06/2019	<b>MEGAN'S WINGS</b>			<b>\$20,000.00</b>
	Invoice	Date	Description	Amount	
	06/06/2019	06/06/2019	DONATION FOR 15TH ANNUAL MEGAN'S RUN/WALK	\$20,000.00	
<b>71390</b>	06/12/2019	<b>L A COUNTY TAX COLLECTOR</b>			<b>\$533.19</b>
	Invoice	Date	Description	Amount	
	89401 149 065 18	06/01/2019	ADJ PROP TAX FY 18/19-130 TURNBULL CYN RD	\$355.75	
	8940 149 065 17	06/01/2019	SUPP PROP TAX FY 17/18-130 TURNBULL CYN RD	\$177.44	
<b>71391</b>	06/12/2019	<b>ROWLAND WATER DISTRICT</b>			<b>\$3,347.84</b>
	Invoice	Date	Description	Amount	
	2019-00001722	05/29/2019	04/11-05/15/19 SVC - 17217 & 17229 CHESTNUT - IRR	\$211.48	
	2019-00001723	05/29/2019	04/11-05/15/19 SVC - 755 NOGALES AT - RC	\$254.28	
	2019-00001724	05/29/2019	04/11-05/15/19 SVC - AZUSA AVE - RC	\$60.68	
	2019-00001725	05/29/2019	04/11-05/15/19 SVC - 930 S AZUSA AVE	\$460.88	
	2019-00001726	05/29/2019	04/11-05/15/19 SVC - 17401 E VALLEY BLVD	\$548.25	
	2019-00001727	05/29/2019	04/11-05/15/19 SVC - 18044 ROWLAND ST	\$65.75	
	2019-00001728	05/29/2019	04/11-05/15/19 SVC - HURLEY ST & VALLEY BLVD	\$419.93	
	2019-00001729	05/29/2019	05/02-05/15/19 SVC - 1135 HATCHER AVE	\$82.85	
	2019-00001730	05/29/2019	05/02-05/15/19 SVC - 1123 HATCHER ST STE D	\$95.45	
	2019-00001731	05/29/2019	05/02-05/15/19 SVC - 1100 S AZUSA AVE	\$199.81	
	2019-00001732	05/29/2019	05/02-05/15/19 SVC - 1123 HATCHER ST STE C	\$95.45	
	2019-00001733	05/29/2019	04/15-05/17/19 SVC - 1023 NOGALES ST - IRR	\$40.55	
	2019-00001734	05/29/2019	04/15-05/17/19 SVC - AZUSA AVE	\$53.98	
	2019-00001735	05/29/2019	04/15-05/17/19 SVC - 909 U NOGALES ST - IRR	\$390.20	
	2019-00001736	05/29/2019	04/15-05/17/19 SVC - 1015 NOGALES ST - PUMP	\$305.70	

## CITY OF INDUSTRY

## WELLS FARGO BANK

June 27, 2019

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2019-00001737	05/29/2019	04/15-05/17/19 SVC - AZUSA AVE - CENTER	\$62.60
<b>71392</b>	06/12/2019		<b>SAN GABRIEL VALLEY WATER CO.</b>	<b>\$10,319.73</b>
	Invoice	Date	Description	Amount
	2019-00001705	05/16/2019	04/15-05/15/19 SVC - 14329 VALLEY	\$841.87
	2019-00001706	05/29/2019	04/25-05/28/19 SVC - IRRIG SALT LAKE/SEVENTH	\$193.31
	2019-00001707	05/29/2019	04/25-05/28/19 SVC - CROSSROADS PKY SOUTH	\$1,837.34
	2019-00001708	05/29/2019	04/25-05/28/19 SVC - STA 103-80 CROSSROADS PKY	\$149.08
	2019-00001709	05/29/2019	04/25-05/28/19 SVC - CROSSROADS PKY SOUTH	\$732.52
	2019-00001710	05/29/2019	04/25-05/28/19 SVC - CROSSROADS PKY NORTH	\$404.47
	2019-00001711	05/29/2019	04/25-05/28/19 SVC - STA 129-00 CROSSROADS PKY	\$1,449.98
	2019-00001712	05/29/2019	04/25-05/28/19 SVC - STA 111-50 CROSSROADS PKY	\$609.11
	2019-00001713	05/29/2019	04/25-05/28/19 SVC - PELLISSIER	\$396.93
	2019-00001714	05/29/2019	04/25-05/28/19 SVC - PELLISSIER	\$842.89
	2019-00001715	05/29/2019	04/25-05/28/19 SVC - PECK/UNION PACIFIC BRIDGE	\$894.66
	2019-00001716	05/29/2019	04/25-05/28/19 SVC - S/E COR OF PELLISSIER	\$1,490.44
	2019-00001717	05/29/2019	04/25-05/28/19 SVC - PELLISSIER	\$477.13
<b>71393</b>	06/12/2019		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$3,755.60</b>
	Invoice	Date	Description	Amount
	2019-00001738	05/18/2019	04/16-05/16/19 SVC - VARIOUS SITES	\$30.46
	2019-00001739	05/29/2019	04/25-05/24/19 SVC - BREA CYN RD-VARIOUS SITES	\$534.78
	2019-00001740	05/30/2019	04/29-05/29/19 SVC - 137 N HUDSON AVE	\$329.34
	2019-00001741	05/30/2019	04/29-05/29/19 SVC - 15660 STAFFORD ST	\$1,556.04
	2019-00001742	05/30/2019	04/29-05/29/19 SVC - 205 N. HUDSON AVE	\$196.54
	2019-00001743	05/31/2019	04/22-05/21/19 SVC - 1015 NOGALES ST	\$462.64
	2019-00001744	06/01/2019	05/01-06/01/19 SVC - GALE AVE/L STREET	\$37.88

**CITY OF INDUSTRY  
WELLS FARGO BANK**

**June 27, 2019**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2019-00001745	06/01/2019	05/01-06/01/19 SVC - NOGALES ST/SAN JOSE AVE	\$495.36
	2019-00001746	06/01/2019	05/01-06/01/19 SVC - 1 VALLEY/AZUSA	\$16.94
	2019-00001747	06/01/2019	05/01-06/01/19 SVC - VARIOUS SITES	\$95.62
<b>71394</b>	06/12/2019		<b>SOCALGAS</b>	<b>\$350.58</b>
	Invoice	Date	Description	Amount
	2019-00001748	06/03/2019	04/30-05/30/19 SVC - 710 NOGALES ST	\$14.79
	2019-00001749	06/03/2019	04/30-05/30/19 SVC - 1015 NOGALES ST STE 101	\$15.46
	2019-00001750	06/05/2019	05/02-06/03/19 SVC - 1 INDUSTRY HILLS PKWY	\$16.77
	2019-00001751	06/07/2019	05/06-06/05/19 SVC - 15633 RAUSCH RD	\$184.54
	2019-00001752	06/07/2019	05/06-06/05/19 SVC - 15651 STAFFORD ST	\$119.02
<b>71395</b>	06/12/2019		<b>SUBURBAN WATER SYSTEMS</b>	<b>\$270.07</b>
	Invoice	Date	Description	Amount
	180021635313	06/04/2019	05/03-06/04/19 SVC - NE CNR VALLEY/STIMS	\$270.07
<b>71396</b>	06/12/2019		<b>VERIZON WIRELESS - LA</b>	<b>\$1,432.30</b>
	Invoice	Date	Description	Amount
	9830953859	05/26/2019	04/27-05/26/19 SVC - VARIOUS WIRELESS SVC	\$1,432.30
<b>71397</b>	06/18/2019		<b>SECRETARY OF STATE</b>	<b>\$8.00</b>
	Invoice	Date	Description	Amount
	6/14/19	06/14/2019	STMT OF FACTS ROSTER OF PUBLIC AGENCIES	\$8.00
<b>71398</b>	06/19/2019		<b>AT &amp; T</b>	<b>\$9.01</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK**

June 27, 2019

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2019-00001764	06/01/2019	06/01-06/30/19 SVC - CITY WHITE PAGES	\$9.01
<b>71399</b>	06/19/2019		<b>FRONTIER</b>	<b>\$1,153.12</b>
	Invoice	Date	Description	Amount
	2019-00001765	06/01/2019	06/01-06/30/19 SVC - VARIOUS SITES	\$953.18
	2019-00001766	06/02/2019	06/02-07/01/19 SVC - 1015 NOGALES ST PUMP STN	\$54.95
	2019-00001767	06/02/2019	06/02-07/01/19 SVC - IH GOLF COURSE FUEL PUMP	\$144.99
<b>71400</b>	06/19/2019		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$4,527.76</b>
	Invoice	Date	Description	Amount
	2019-00001768	06/06/2019	05/03-06/04/19 SVC - 15625 STAFFORD ST	\$3,973.01
	2019-00001769	06/07/2019	05/22-06/06/19 SVC - 1123 HATCHER AVE STE A	\$140.95
	2019-00001770	06/07/2019	05/07-06/06/19 SVC - 1135 HATCHER AVE	\$192.40
	2019-00001771	06/08/2019	05/05-06/05/19 SVC - 133 N AZUSA AVE	\$179.07
	2019-00001772	06/08/2019	05/07-06/06/19 SVC - VARIOUS SITES	\$42.33
<b>71401</b>	06/19/2019		<b>SOCALGAS</b>	<b>\$184.43</b>
	Invoice	Date	Description	Amount
	2019-00001773	06/07/2019	05/06-06/05/19 SVC - 15625 STAFFORD ST APT A	\$169.64
	2019-00001774	06/07/2019	05/06-06/05/19 SVC - 15625 STAFFORD ST APT B	\$14.79
<b>71402</b>	06/19/2019		<b>WALNUT VALLEY WATER DISTRICT</b>	<b>\$6,321.27</b>
	Invoice	Date	Description	Amount
	3354890	06/06/2019	05/01-05/31/19 SVC - GRAND CROSSING WEST	\$74.76
	3354888	06/06/2019	05/01-05/31/19 SVC - 21350 VALLEY-MEDIAN	\$247.72
	3354926	06/06/2019	05/01-05/31/19 SVC - END OF BAKER PKWY-TEMP	\$3,341.61
	3354898	06/06/2019	05/01-05/31/19 SVC - E/S GRAND S/O BAKER PKWY	\$162.66
	3354891	06/06/2019	05/01-05/31/19 SVC - BAKER PKWY & GRAND N/W CNR	\$1,108.30

CITY OF INDUSTRY

WELLS FARGO BANK

June 27, 2019

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
3354842	06/06/2019		05/01-05/31/19 SVC - FERRERO & GRAND EAST RAMP	\$790.58
3354792	06/06/2019		05/01-05/31/19 SVC - LEMON AVE N OF CURRIER RD	\$91.68
3354740	06/06/2019		05/01-05/31/19 SVC - IRR 820 FAIRWAY DR	\$70.54
3354907	06/06/2019		05/01-05/31/19 SVC - 60 FWY INTERCHANGE FAIRWAY	\$20.54
3354905	06/06/2019		05/01-05/31/19 SVC - BREA CYN N OF CURRIER RD	\$54.38
3354904	06/06/2019		05/01-05/31/19 SVC - BREA CYN N OF RR TRKS	\$317.58
3354826	06/06/2019		05/01-05/31/19 SVC - BREA CYN RD & OLD RANCH RD	\$40.92
<b>71403</b>	<b>06/27/2019</b>		<b>AMERICAN ALLIANCE OF MUSEUMS</b>	<b>\$275.00</b>
	Invoice	Date	Description	Amount
	TIER 2	06/06/2019	MEMBERSHIP-HOMESTEAD	\$275.00
<b>71404</b>	<b>06/27/2019</b>		<b>ANNEALTA GROUP</b>	<b>\$122,598.00</b>
	Invoice	Date	Description	Amount
1455		06/10/2019	13400 NELSON AVE	\$520.00
1458		06/10/2019	20701 EAST CURRIER RD	\$658.00
1459		06/10/2019	19465 EAST WALNUT DR	\$115.30
1460		06/10/2019	INDUSTRY BUSINESS CENTER 11 & 12	\$846.00
1461		06/10/2019	INDUSTRY BUSINESS CENTER 2	\$1,248.00
1464		06/10/2019	RAISING CANES, AZUSA AVE	\$1,248.00
1451		06/10/2019	PUBLIC WORKS SUPPORT SVC-MAY 2019	\$3,100.00
1452		06/10/2019	STORMWATER COMPLIANCE-MAY 2019	\$33,704.00
1453		06/10/2019	GENERAL DEVELOPMENT SVC-MAY 2019	\$40,837.00
1454		06/10/2019	GENERAL PLANNING SVC-MAY 2019	\$37,249.00
1463		06/10/2019	PENSKE DEALERSHIP	\$916.00
1462		06/10/2019	OFFICE BLDG, 13191 CROSSROADS	\$1,015.20
1457		06/10/2019	17835 GALE AVE	\$886.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
June 27, 2019**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	1456	06/10/2019	1600 AZUSA AVE 174 & 178	\$255.50
<b>71405</b>	06/27/2019		<b>ARAMARK REFRESHMENT SERVICE,</b>	<b>\$122.32</b>
	Invoice	Date	Description	Amount
	6753679	06/04/2019	COFFEE/OFFICE SUPPLIES	\$122.32
<b>71406</b>	06/27/2019		<b>B AND T CATTLE</b>	<b>\$14,580.00</b>
	Invoice	Date	Description	Amount
	100	05/31/2019	MAINT SVC-JUN 2019	\$14,580.00
<b>71407</b>	06/27/2019		<b>BIGGS CARDOSA ASSOCIATES, INC.</b>	<b>\$6,921.01</b>
	Invoice	Date	Description	Amount
	76254	05/05/2019	REPAINTING OF AZUSA AVE BRIDGE	\$6,921.01
<b>71408</b>	06/27/2019		<b>CASC ENGINEERING AND</b>	<b>\$3,256.25</b>
	Invoice	Date	Description	Amount
	0040722	04/30/2019	INITIAL STUDY-16601 E CHESTNUT ST	\$1,080.00
	0040723	04/30/2019	INITIAL STUDY-13031 TEMPLE AVE	\$2,176.25
<b>71409</b>	06/27/2019		<b>CHRISTINA AGUIRRE</b>	<b>\$5,040.09</b>
	Invoice	Date	Description	Amount
	JAN/SPRING 2019	06/17/2019	REIMBURSE FOR TUITION AND BOOKS	\$5,040.09
<b>71410</b>	06/27/2019		<b>CINTAS CORPORATION LOC 693</b>	<b>\$55.60</b>
	Invoice	Date	Description	Amount
	4023526477	06/10/2019	DOOR MATS	\$55.60

**CITY OF INDUSTRY  
WELLS FARGO BANK  
June 27, 2019**

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

71411	06/27/2019	CITY OF INDUSTRY DISPOSAL CO.		\$2,239.52
Invoice	Date	Description	Amount	
3630227	05/31/2019	DISP SVC-3226 GILMAN RD	\$84.51	
3630228	05/31/2019	DISP SVC-16000 TEMPLE AVE	\$140.85	
3630229	05/31/2019	DISP SVC-14362 PROCTOR AVE	\$84.51	
3630230	05/31/2019	DISP SVC-15710 NELSON AVE	\$28.17	
3630231	05/31/2019	DISP SVC-15702 NELSON AVE	\$28.17	
3630232	05/31/2019	DISP SVC-507 TURNBULL CYN RD	\$56.34	
3630233	05/31/2019	DISP SVC-15730 NELSON AVE	\$28.17	
3630234	05/31/2019	DISP SVC-15644 NELSON AVE	\$28.17	
3630235	05/31/2019	DISP SVC-15626 NELSON AVE	\$28.17	
3630236	05/31/2019	DISP SVC-629 GIANO AVE	\$56.34	
3630237	05/31/2019	DISP SVC-754 S 5TH AVE	\$56.34	
3630238	05/31/2019	DISP SVC-210 S 9TH AVE	\$56.34	
3630239	05/31/2019	DISP SVC-16020 HILL ST	\$28.17	
3630240	05/31/2019	DISP SVC-15736 NELSON AVE	\$28.17	
3630241	05/31/2019	DISP SVC-15634 NELSON AVE	\$28.17	
3630242	05/31/2019	DISP SVC-257 TURNBULL CYN RD	\$42.26	
3630243	05/31/2019	DISP SVC-643 GIANO AVE	\$56.34	
3630244	05/31/2019	DISP SVC-15151 PROCTOR AVE	\$84.51	
3630245	05/31/2019	DISP SVC-15157 WALBROOK DR	\$28.17	
3630246	05/31/2019	DISP SVC-16000 HILL ST	\$28.17	
3630247	05/31/2019	DISP SVC-16010 HILL ST	\$56.34	
3630248	05/31/2019	DISP SVC-16014 HILL ST	\$28.17	
3630249	05/31/2019	DISP SVC-16229 HANDORF RD	\$28.17	

**CITY OF INDUSTRY  
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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
3630250	05/31/2019		DISP SVC-16242 HANDORF RD	\$56.34
3630251	05/31/2019		DISP SVC-16220 HANDORF RD	\$84.51
3630252	05/31/2019		DISP SVC-16218 HANDORF RD	\$28.17
3630253	05/31/2019		DISP SVC-16217 HANDORF RD	\$56.34
3630254	05/31/2019		DISP SVC-16227 HANDORF RD	\$28.17
3630255	05/31/2019		DISP SVC-16238 HANDORF RD	\$28.17
3630256	05/31/2019		DISP SVC-16224 HANDORF RD	\$28.17
3630257	05/31/2019		DISP SVC-15714 NELSON AVE	\$28.17
3630258	05/31/2019		DISP SVC-15652 NELSON AVE	\$28.17
3630259	05/31/2019		DISP SVC-134 TURNBULL CYN RD	\$28.17
3630260	05/31/2019		DISP SVC-14063 PROCTOR AVE	\$84.51
3630261	05/31/2019		DISP SVC-20137 WALNUT DR	\$28.17
3630262	05/31/2019		DISP SVC-15722 NELSON AVE	\$28.17
3630263	05/31/2019		DISP SVC-17229 CHESTNUT ST	\$84.51
3630264	05/31/2019		DISP SVC-130 TURNBULL CYN RD	\$28.17
3630265	05/31/2019		DISP SVC-132 TURNBULL CYN RD	\$28.17
3630266	05/31/2019		DISP SVC-138 TURNBULL CYN RD	\$28.17
3630267	05/31/2019		DISP SVC-15236 VALLEY BLVD	\$169.02
3630268	05/31/2019		DISP SVC-16200 TEMPLE AVE	\$84.51
3630269	05/31/2019		DISP SVC-14310 PROCTOR AVE	\$84.51
3630270	05/31/2019		DISP SVC-16212 TEMPLE AVE	\$84.51
<b>71412</b>	06/27/2019		<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	<b>\$100,000.00</b>
	Invoice	Date	Description	Amount
	P/R PER 6/14/19	06/19/2019	REIMBURSE FOR PAYROLL PE 6/14/19	\$100,000.00

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
71413	06/27/2019		CITY OF INDUSTRY-REFUSE	\$8,257.14
	Invoice	Date	Description	Amount
	3629407	05/31/2019	DISP SVC-1123 HATCHER	\$2,097.73
	3627966	06/01/2019	STORAGE BOX RENTAL-TONNER CYN (CAMP	\$300.00
	3627965	06/01/2019	DISP SVC-TONNER CYN (MAINT YARD)	\$508.00
	3627964	06/01/2019	DISP SVC-CITY HALL	\$343.56
	3628441	06/01/2019	DISP SVC-CITY BUS STOPS	\$4,796.49
	3628176	06/01/2019	DISP SVC-205 N HUDSON	\$211.36
71414	06/27/2019		CITY OF LA PUENTE	\$40,000.00
	Invoice	Date	Description	Amount
	JULY 2019	06/07/2019	CONTRIBUTION-2019 INDEPENDENCE DAY	\$40,000.00
71415	06/27/2019		CITY OF WALNUT	\$22,269.34
	Invoice	Date	Description	Amount
	AR2019116	05/23/2019	ROADSIDE MAINT-VALLEY BLVD	\$22,269.34
71416	06/27/2019		CIVILTEC ENGINEERING, INC	\$940.00
	Invoice	Date	Description	Amount
	40705	06/07/2019	FOUR GRADE SEPARATION PUMP STATIONS	\$940.00
71417	06/27/2019		CNC ENGINEERING	\$266,099.23
	Invoice	Date	Description	Amount
	458789	06/13/2019	CITY STREET LIGHT PURCHASE	\$185.00
	458791	06/13/2019	EMERGENCY STANDBY POWER GENERATOR	\$1,070.00
	458792	06/13/2019	ELECTRIC VEHICLE CHARGING STATION	\$1,347.50

## CITY OF INDUSTRY

## WELLS FARGO BANK

June 27, 2019

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
458793	06/13/2019	RESURFACING DESIGN-EXPO CENTER PARKING LOT	\$8,190.00
458794	06/13/2019	EXPO CENTER MAIN GATE	\$1,807.50
458795	06/13/2019	AVALON ROOM DESIGN	\$647.50
458796	06/13/2019	PATIO CAFE DESIGN	\$462.50
458797	06/13/2019	METROLINK STATION SECURITY SYSTEM	\$3,475.00
458798	06/13/2019	HATCHER YARD FACILITY DEMO	\$2,501.25
458799	06/13/2019	CITYWIDE ADA SELF EVALUATION/TRANSITION PLAN	\$1,850.00
458800	06/13/2019	CITYWIDE SIGNAGE UPDATE	\$185.00
458801	06/13/2019	SITE PLAN FOR COUNTY SHERIFF TRAILER	\$18,647.50
458802	06/13/2019	FOUR GRADE SEPARATION PUMP STATIONS	\$3,700.00
458803	06/13/2019	INDUSTRY HILLS TRAIL GRADING RESTORATION	\$4,430.00
458804	06/13/2019	INDUSTRY HILLS TRAILS LIGHTING	\$1,215.00
458805	06/13/2019	INDUSTRY HILLS GRAND ARENA LIGHTING	\$3,505.00
458806	06/13/2019	CATCH BASIN RETROFITS	\$3,337.50
458807	06/13/2019	SEWER DESIGN EXPO CENTER	\$5,840.00
458808	06/13/2019	ANNUAL PAVEMENT REHABILITATION	\$13,952.50
458809	06/13/2019	ANNUAL SLURRY SEAL	\$2,370.00
458810	06/13/2019	RESURFACING OF DON JULIAN RD	\$1,451.25
458811	06/13/2019	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$1,110.00
458813	06/13/2019	STARHILL LANE/3RD AVE WATERLINE	\$508.75
458814	06/13/2019	4TH AVE/TRAILSIDE WATERLINE	\$1,435.00
458815	06/13/2019	DON JULIAN/BASETDALE WATERLINE	\$636.25
458816	06/13/2019	GENERAL ENG SVC-PLAN APPROVAL	\$9,460.00
458817	06/13/2019	GENERAL ENG SVC-TRAFFIC	\$1,955.00
458818	06/13/2019	GENERAL ENG SVC-COUNTER SERVICE	\$1,622.50
458819	06/13/2019	GENERAL ENG SVC-PERMITS	\$17,613.75

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Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
458820	06/13/2019	WALNUT DR SOUTH WIDENING	\$18,013.75
458821	06/13/2019	ARENTH AVE RECONSTRUCTION	\$3,096.25
458822	06/13/2019	205 HUDSON AVE BLDG IMPROVEMENTS	\$626.25
458823	06/13/2019	GENERAL ENG SVC 5/27-6/9/19	\$51,299.23
458824	06/13/2019	NPDES STORM WATER	\$2,302.50
458825	06/13/2019	TONNER CYN PROPERTY	\$2,597.50
458826	06/13/2019	EXPO CENTER-STANDARDS OF FACILITIES MAINT	\$7,452.50
458827	06/13/2019	CHINO RANCH DAM RENOVATION	\$3,700.00
458828	06/13/2019	VARIOUS CITY PAID EXPENSE-TRES HERMANOS	\$642.50
458829	06/13/2019	TRES HERMANOS GEN ENG	\$470.00
458830	06/13/2019	CITY HALL MAINT	\$2,405.00
458831	06/13/2019	HOMESTEAD MUSEUM IMPROVEMENTS	\$1,082.50
458832	06/13/2019	STIMSON AVE CROSSING	\$370.00
458834	06/13/2019	TRAFFIC SIGNAL - NELSON/SUNSET	\$7,355.00
458835	06/13/2019	INDUSTRY HILLS FUEL TANKS DISPENSING	\$907.50
458836	06/13/2019	HIGHWAY BRIDGE PROGRAM FUNDING	\$990.00
458837	06/13/2019	FISCAL YEAR BUDGET	\$6,495.00
458838	06/13/2019	ROWLAND ST RECONSTRUCTION	\$165.00
458839	06/13/2019	BIXBY DR PAVEMENT	\$5,787.50
458840	06/13/2019	AZUSA AVE/TEMPLE AVE INTERSECTION	\$1,730.00
458841	06/13/2019	FOLLOW'S CAMP PROPERTY	\$4,785.00
458842	06/13/2019	RESURFACING VALLEY BLVD	\$1,010.00
458843	06/13/2019	NELSON AVE/PUENTE AVE WIDENING	\$587.50
458844	06/13/2019	ARENTH AVE STREET LIGHT PROJECT	\$370.00
458845	06/13/2019	ARENTH GUARD RAIL INSTALLATION	\$80.00
458846	06/13/2019	TARGET SPEED SURVEY	\$142.50

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	458847	06/13/2019	VALLEY BLVD RECONSTRUCTION	\$370.00
	458848	06/13/2019	CARTEGRAPH MGMT	\$11,082.50
	458849	06/13/2019	GRAND AVE BRIDGE WIDENING	\$987.50
	458850	06/13/2019	FULLERTON RD GRADE SEPARATION	\$5,920.00
	458851	06/13/2019	FAIRWAY DR GRADE SEPARATION	\$3,000.00
	458852	06/13/2019	TURNBULL CYN RD GRADE SEPARATION	\$765.00
	072019	07/01/2019	MEAL/WHEELS RENT-JUL 2019	\$5,000.00
<b>71418</b>	06/27/2019		<b>CORELOGIC INFORMATION</b>	<b>\$192.50</b>
	Invoice	Date	Description	Amount
	81963046	05/31/2019	GEOGRAPHIC PKG-MAY 2019	\$192.50
<b>71419</b>	06/27/2019		<b>COUNTY OF LA DEPT OF PUBLIC</b>	<b>\$30,035.22</b>
	Invoice	Date	Description	Amount
	PW-19050605329	05/06/2019	SEWER SYSTEM MGMT PLAN	\$232.52
	PW-19040804683	04/08/2019	JOINT PROJECT W/COUNTY FOR WALBROOK DR	\$29,802.70
<b>71420</b>	06/27/2019		<b>CREATIVE IMAGE PRODUCTS</b>	<b>\$183.69</b>
	Invoice	Date	Description	Amount
	1569	06/06/2019	GAVEL PLAQUE FOR M. RADECKI	\$183.69
<b>71421</b>	06/27/2019		<b>CSI SERVICES, INC.</b>	<b>\$6,519.00</b>
	Invoice	Date	Description	Amount
	8846	02/27/2019	COATING INSPECTION-IH GRAND ARENA PAINTING	\$425.00
	9034	05/24/2019	COATING INSPECTION-IH GRAND ARENA PAINTING	\$6,094.00
<b>71422</b>	06/27/2019		<b>DAPEER, ROSENBLIT, AND LITVAK,</b>	<b>\$3,520.45</b>

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	15950	05/31/2019	LEGAL SVC-CODE ENFORCEMENT	\$2,413.60
	15952	05/31/2019	SPECIALIZED LEGAL SVC-MAY 2019	\$220.00
	15951	05/31/2019	SPECIALIZED LEGAL SVC-MAY 2019	\$886.85
<b>71423</b>	06/27/2019		<b>DIAMOND BAR ELECTRIC, INC.</b>	<b>\$7,720.00</b>
	Invoice	Date	Description	Amount
	14903	05/16/2019	REPLACE LIGHTING AT YAL PARKING LOT/POST	\$2,445.00
	14904	05/16/2019	REPLACE LIGHTING AT YAL PARKING LOT/POST	\$1,130.00
	14930	06/07/2019	REPLACE LIGHTING-CITY HALL PARKING LOT	\$3,346.00
	14931	06/07/2019	INSTALL ADD'L RECEPTACLES-1123 HATCHER	\$799.00
<b>71424</b>	06/27/2019		<b>DRAGON FIRE PROTECTION</b>	<b>\$287.90</b>
	Invoice	Date	Description	Amount
	42079	05/24/2019	SERVICE AT HOMESTEAD	\$287.90
<b>71425</b>	06/27/2019		<b>EGOSCUE LAW GROUP, INC.</b>	<b>\$1,512.50</b>
	Invoice	Date	Description	Amount
	12331	06/04/2019	LEGAL SVC-FOLLOW' CAMP	\$1,512.50
<b>71426</b>	06/27/2019		<b>ELEVATE PUBLIC AFFAIRS, LLC</b>	<b>\$44,141.59</b>
	Invoice	Date	Description	Amount
	1624	06/10/2019	IBC STRATEGIC CONSULTING-MAY 2019	\$6,000.00
	1623	06/10/2019	MEDIA CONSULTING-MAY 2019	\$15,000.00
	1599	06/04/2019	IBC STRATEGIC CONSULTING-APR 2019	\$7,797.60
	1598	06/04/2019	MEDIA CONSULTING-APR 2019	\$15,343.99

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
71427	06/27/2019		ENVIRONS, INC.	\$3,020.00
	Invoice	Date	Description	Amount
	3289	06/03/2019	SHERIFF TRAILER IMPROVEMENT	\$3,020.00
71428	06/27/2019		FRAZER, LLP	\$36,100.00
	Invoice	Date	Description	Amount
	161437	05/31/2019	COI-PROF SVC FOR MAY 2019	\$33,500.00
	161439	05/31/2019	SA-PROF SVC FOR MAY 2019	\$2,600.00
71429	06/27/2019		FUEL PROS, INC.	\$150.00
	Invoice	Date	Description	Amount
	42803	05/29/2019	IH FUEL STATION MAINT	\$150.00
71430	06/27/2019		GMS ELEVATOR SERVICES, INC	\$138.00
	Invoice	Date	Description	Amount
	97004	06/01/2019	ELEVATOR MAINT-CITY HALL	\$138.00
71431	06/27/2019		GONSALVES & SON, JOE A.	\$10,000.00
	Invoice	Date	Description	Amount
	157433	05/20/2019	LEGISLATIVE SVC-MAY 2019	\$10,000.00
71432	06/27/2019		GRAND CENTRAL RECYCLING &	\$707.53
	Invoice	Date	Description	Amount
	3630336	05/31/2019	SOLID WASTE-CITY HALL	\$707.53
71433	06/27/2019		GRANICUS, LLC	\$18,107.77

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	110418	03/06/2019	IT PROF SVC-MAINT/HOSTING	\$18,107.77
<b>71434</b>	06/27/2019		<b>HACIENDA-LA PUENTE UNIFIED</b>	<b>\$1,691.25</b>
	Invoice	Date	Description	Amount
	18/19-117PP/REV	05/31/2019	BUS FUNDING STIPEND-HOMESTEAD	\$1,691.25
<b>71435</b>	06/27/2019		<b>HADDICK'S AUTO BODY</b>	<b>\$40.00</b>
	Invoice	Date	Description	Amount
	H-85040	05/31/2019	TOWING SVC-LIC 1347776	\$40.00
<b>71436</b>	06/27/2019		<b>HELLING, TROY</b>	<b>\$235.78</b>
	Invoice	Date	Description	Amount
	06/11/19	06/11/2019	REIMBURSEMENT FOR LUNCH MEETINGS	\$235.78
<b>71437</b>	06/27/2019		<b>HINDERLITER, DE LLAMAS AND</b>	<b>\$72,860.08</b>
	Invoice	Date	Description	Amount
	0031462-IN	06/05/2019	AUDIT SVC-SALES TAX (4TH QTR 2018)	\$72,860.08
<b>71438</b>	06/27/2019		<b>HISTORICAL RESOURCES, INC.</b>	<b>\$455.52</b>
	Invoice	Date	Description	Amount
	06/06/19	06/06/2019	REIMBURSEMENT FOR COMPUTER SUPPLIES	\$455.52
<b>71439</b>	06/27/2019		<b>HOME DEPOT CREDIT SERVICES</b>	<b>\$95.58</b>
	Invoice	Date	Description	Amount
	8902330	06/04/2019	DIESEL EXHAUST FUEL FOR GENERATOR AT CITY	\$95.58

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Check	Date	Payee Name		Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
71440	06/27/2019	HUNDLEY, LEONARD		\$1,000.00
	Invoice	Date	Description	Amount
	060319	06/03/2019	FIRST AID TRAINING-HOMESTEAD	\$1,000.00
71441	06/27/2019	INDUSTRY SECURITY SERVICES		\$8,748.48
	Invoice	Date	Description	Amount
	14-23927	06/14/2019	SECURITY SVC-VARIOUS SITES	\$4,374.24
	14-23916	06/07/2019	SECURITY SVC-VARIOUS SITES	\$4,374.24
71442	06/27/2019	INDUSTRY SECURITY SERVICES		\$23,437.40
	Invoice	Date	Description	Amount
	14-23922	06/14/2019	SECURITY SVC 6/7-6/13/19	\$11,705.56
	14-23911	06/07/2019	SECURITY SVC 5/31-6/6/19	\$11,731.84
71443	06/27/2019	INTERIOR IMAGES, INC.		\$6,273.50
	Invoice	Date	Description	Amount
	2978	06/11/2019	INTERIOR DESIGN SVC-EL ENCANTO FACILITY	\$6,273.50
71444	06/27/2019	L A COUNTY SHERIFF'S		\$880,225.72
	Invoice	Date	Description	Amount
	193927CY	06/05/2019	SPECIAL EVENT-DIRECTED PATROL	\$47,292.19
	194008CY	06/07/2019	SHERIFF CONTRACT-MAY 2019	\$828,283.53
	193866CY	05/31/2019	ALPR W/INSTALLATION ON LASD VEHICLE	\$4,650.00
71445	06/27/2019	LEGEND PUMP AND WELL SERVICE,		\$784.00

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	55615	05/31/2019	PREVENTIVE MAINT-BAKER SLOPES	\$784.00
<b>71446</b>	06/27/2019		<b>LOCKS PLUS, INC.</b>	<b>\$130.00</b>
	Invoice	Date	Description	Amount
	33964	05/31/2019	REKEY GATE-HOMESTEAD	\$130.00
<b>71447</b>	06/27/2019		<b>LUBE PIT STOP</b>	<b>\$399.20</b>
	Invoice	Date	Description	Amount
	231441	05/09/2019	AUTO MAINT-LIC 1347776	\$40.61
	231445	05/09/2019	AUTO MAINT-LIC 1429346	\$38.89
	231622	05/13/2019	AUTO MAINT-LIC 1370863	\$41.60
	232065	05/22/2019	AUTO MAINT-LIC 1347776	\$41.60
	232153	05/24/2019	AUTO MAINT-LIC 98407C1	\$45.53
	232154	05/24/2019	AUTO MAINT-LIC 1282752	\$48.81
	232426	05/30/2019	AUTO MAINT-LIC 1429333	\$51.10
	232821	06/07/2019	AUTO MAINT-LIC 1210025	\$42.25
	232814	06/07/2019	AUTO MAINT-LIC 1279616	\$48.81
<b>71448</b>	06/27/2019		<b>MAILFINANCE INC.</b>	<b>\$1,906.16</b>
	Invoice	Date	Description	Amount
	N7771151	06/10/2019	MAIL EQUIPMENT RENTAL 7/11-10/10/19	\$1,906.16
<b>71449</b>	06/27/2019		<b>MARISCAL PAINTING</b>	<b>\$234,887.50</b>
	Invoice	Date	Description	Amount
	#3DS-18-040-B	06/01/2019	INDUSTRY HILLS GRAND ARENA PAINTING	\$247,250.00

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
71450	06/27/2019		MUNI-ENVIRONMENTAL, LLC	\$26,841.41
	Invoice	Date	Description	Amount
	19-019	06/06/2019	COMMERCIAL WASTE PROGRAM	\$26,841.41
71451	06/27/2019		MX GRAPHICS, INC.	\$1,034.78
	Invoice	Date	Description	Amount
	18305	06/06/2019	BLUEPRINT SVC-MP 06 18 6	\$1,034.78
71452	06/27/2019		OPEN TEXT INC.	\$45.50
	Invoice	Date	Description	Amount
	07634191906	06/02/2019	FAX SVC-MAY 2019	\$45.50
71453	06/27/2019		ORSA CONSULTING ENGINEERS,	\$40,500.00
	Invoice	Date	Description	Amount
	EXPO/CENTER19/01	06/03/2019	PARKING LOT LIGHTING-EXPO CENTER	\$40,500.00
71454	06/27/2019		PEDROZA JR, SAMUEL	\$285.91
	Invoice	Date	Description	Amount
	06/05-06/07/19	06/10/2019	REIMBURSE FOR TRAVEL EXPENSE-SACRAMENTO	\$285.91
71455	06/27/2019		PITNEY BOWES, INC.	\$112.29
	Invoice	Date	Description	Amount
	3103163111	05/30/2019	POSTAGE MACHINE ON FIRST FLOOR-JUN 2019	\$112.29
71456	06/27/2019		PITNEY BOWES, INC.	\$88.41

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	1013014083	05/31/2019	RED INK CARTRIDGE	\$88.41
<b>71457</b>	06/27/2019		<b>PLANETBIDS, INC.</b>	<b>\$42,291.31</b>
	Invoice	Date	Description	Amount
	061969	06/11/2019	BID/CONTRACT MGMT SYSTEM SOFTWARE	\$42,291.31
<b>71458</b>	06/27/2019		<b>POST ALARM SYSTEMS</b>	<b>\$295.51</b>
	Invoice	Date	Description	Amount
	1177557	06/05/2019	MONITORING SVC-HOMESTEAD	\$295.51
<b>71459</b>	06/27/2019		<b>QUALITY CODE PUBLISHING LLC</b>	<b>\$2,952.80</b>
	Invoice	Date	Description	Amount
	2019-157	05/28/2019	SUPPLEMENTAL SVC-INDUSTRY MUNICIPAL CODE	\$2,952.80
<b>71460</b>	06/27/2019		<b>RICOH USA, INC.</b>	<b>\$142.47</b>
	Invoice	Date	Description	Amount
	5056836652	06/03/2019	METER READING-DEV COPIER	\$68.07
	5056748622	05/26/2019	METER READING-FINANCE COPIER	\$74.40
<b>71461</b>	06/27/2019		<b>SAN GABRIEL VALLEY COUNCIL OF</b>	<b>\$22,938.20</b>
	Invoice	Date	Description	Amount
	5012	06/07/2019	ANNUAL DUES FY 2019-2020	\$22,938.20
<b>71462</b>	06/27/2019		<b>SAN GABRIEL VALLEY NEWSPAPER</b>	<b>\$2,159.65</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
June 27, 2019**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	0000439791	05/31/2019	MONTHLY ADVERTISING-HOMESTEAD	\$2,159.65
<b>71463</b>	06/27/2019		<b>SCHYLLING INC.</b>	<b>\$356.87</b>
	Invoice	Date	Description	Amount
	SI9883941	05/31/2019	STORE MERCHANDISE-HOMESTEAD	\$356.87
<b>71464</b>	06/27/2019		<b>SCS FIELD SERVICES</b>	<b>\$17,362.81</b>
	Invoice	Date	Description	Amount
	0352514	05/31/2019	IH MAINT-LANDFILL GAS SYSTEM	\$17,362.81
<b>71465</b>	06/27/2019		<b>SO CAL INDUSTRIES</b>	<b>\$285.55</b>
	Invoice	Date	Description	Amount
	384037	05/29/2019	RR RENTAL-TONNER CYN/57 FWY	\$285.55
<b>71466</b>	06/27/2019		<b>SPARKLETTS</b>	<b>\$149.48</b>
	Invoice	Date	Description	Amount
	17165913 060719	06/07/2019	WATER DELIVERY	\$47.04
	16916898 060719	06/07/2019	WATER DELIVERY	\$102.44
<b>71467</b>	06/27/2019		<b>SPECTRUM</b>	<b>\$938.99</b>
	Invoice	Date	Description	Amount
	0362894061019	06/10/2019	BUSINESS INTERNET-JUN 2019	\$938.99
<b>71468</b>	06/27/2019		<b>STAPLES BUSINESS ADVANTAGE</b>	<b>\$243.62</b>
	Invoice	Date	Description	Amount
	8054558227	06/01/2019	OFFICE SUPPLIES	\$243.62

**CITY OF INDUSTRY  
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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
71469	06/27/2019		STATE COMPENSATION INS. FUND	\$3,544.33
	Invoice	Date	Description	Amount
	JUNE 2019	06/03/2019	WORKMANS COMP PREMIUM FOR JUNE 2019	\$3,544.33
71470	06/27/2019		STEINKE ELECTRIC, KIRK	\$2,816.80
	Invoice	Date	Description	Amount
	230	04/08/2019	POLE LIGHTING REPAIRS-HOMESTEAD	\$2,816.80
71471	06/27/2019		SUPERIOR COURT OF CALIFORNIA,	\$6,935.00
	Invoice	Date	Description	Amount
	MAY 2019	06/10/2019	PARKING CITATIONS REPORT FOR MAY 2019	\$6,935.00
71472	06/27/2019		SURETECK, INC.	\$8,132.14
	Invoice	Date	Description	Amount
	SURETECK3/1/19-A	04/01/2019	ON-CALL MAINT-INDUSTRY HILLS	\$1,587.71
	05012019-395	06/03/2019	ON-CALL MAINT-INDUSTRY HILLS/IMC/CITY HALL	\$6,544.43
71473	06/27/2019		THE REGENTS OF U.C.	\$690.00
	Invoice	Date	Description	Amount
	01-53718859	06/11/2019	DNA TESTING FOR HISTORIC GRAPE VINES	\$690.00
71474	06/27/2019		THE TECHNOLOGY DEPOT	\$12,640.10
	Invoice	Date	Description	Amount
	10942	06/11/2019	NETWORK MAINT-TICKET #12461	\$3,930.00
	10991	06/14/2019	NETWORK MAINT-TICKET #13240	\$41.25

**CITY OF INDUSTRY  
WELLS FARGO BANK**

**June 27, 2019**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
10987	06/14/2019		NETWORK MAINT-TICKET #13159	\$745.00
10990	06/14/2019		NETWORK MAINT-TICKET #13233	\$82.50
10988	06/14/2019		NETWORK MAINT-TICKET #13186	\$745.00
10989	06/14/2019		NETWORK MAINT-ROUTINE EQUIPMENT CHECK	\$745.00
10935	06/10/2019		NETWORK MAINT-TICKET #13119	\$745.00
10872	06/03/2019		NETWORK MAINT-JULY 2019	\$362.10
10871	06/03/2019		NETWORK MAINT-SHERIFF'S BLDG	\$284.25
10924	06/06/2019		NETWORK MAINT-TICKET #12953	\$123.75
10923	06/06/2019		NETWORK MAINT-TICKET #13024	\$745.00
10909	06/05/2019		NETWORK MAINT-TICKET #12979	\$745.00
10905	06/05/2019		NETWORK MAINT-TICKET #12939	\$41.25
10901	06/05/2019		NETWORK MAINT-TICKET #12882	-\$82.50
10922	06/06/2019		NETWORK MAINT-TICKET #12794	\$990.00
10908	06/05/2019		NETWORK MAINT-TICKET #12958	\$910.00
10904	06/05/2019		NETWORK MAINT-TICKET #12915	\$786.25
10900	06/05/2019		NETWORK MAINT-TICKET #12878	\$247.50
10910	06/05/2019		NETWORK MAINT-TICKET #12995	\$82.50
10907	06/05/2019		NETWORK MAINT-TICKET #12948	\$165.00
10903	06/05/2019		NETWORK MAINT-TICKET #12903	\$41.25
<b>71475</b>	06/27/2019		<b>THREE VALLEYS MUNICIPAL WATER</b>	<b>\$2,650.24</b>
	Invoice	Date	Description	Amount
	05340	05/31/2019	5/1-5/31/19 SVC-TONNER CYN	\$2,650.24
<b>71476</b>	06/27/2019		<b>TIM MIGUEL</b>	<b>\$200.00</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
June 27, 2019**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	PPTMK3	06/12/2019	HONORARIUM FOR PORTOLA PROGRAM-	\$200.00
<b>71477</b>	06/27/2019		<b>TPX COMMUNICATIONS</b>	<b>\$3,559.91</b>
	Invoice	Date	Description	Amount
	117152709-0	05/31/2019	INTERNET SVC-CITY HALL	\$3,559.91
<b>71478</b>	06/27/2019		<b>TPX COMMUNICATIONS</b>	<b>\$2,029.46</b>
	Invoice	Date	Description	Amount
	117095813-0	05/31/2019	TEL/INTERNET SVC-HOMESTEAD	\$2,029.46
<b>71479</b>	06/27/2019		<b>TURBO DATA SYSTEMS, INC</b>	<b>\$602.50</b>
	Invoice	Date	Description	Amount
	30343	05/31/2019	CITATION PROCESSING-APR/MAY 2019	\$602.50
<b>71480</b>	06/27/2019		<b>U.S. POSTAL SERVICE</b>	<b>\$4,500.00</b>
	Invoice	Date	Description	Amount
	06/12/19	06/12/2019	POSTAGE FOR BULK MAILING-HOMESTEAD	\$4,500.00
<b>71481</b>	06/27/2019		<b>UNIVERSITY OF LA VERNE</b>	<b>\$5,693.00</b>
	Invoice	Date	Description	Amount
	SPRING 2019	06/17/2019	TUITION FOR YVETTE PADILLA, ID #11865029	\$5,693.00
<b>71482</b>	06/27/2019		<b>VANGUARD CLEANING SYSTEMS,</b>	<b>\$995.00</b>
	Invoice	Date	Description	Amount
	71584	05/01/2019	JANITORIAL SVC-HOMESTEAD	\$995.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
June 27, 2019**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
71483	06/27/2019		WEATHERITE SERVICE	\$784.00
	Invoice	Date	Description	Amount
	L182514	06/05/2019	A/C MAINT-IMC	\$172.00
	L182499	06/03/2019	A/C MAINT-HOMESTEAD	\$612.00
71484	06/27/2019		WELLS FARGO	\$12,023.01
	Invoice	Date	Description	Amount
	5/6-6/3/19	06/03/2019	CREDIT CARD EXPENSES P/E 6/3/19	\$12,023.01
71485	06/27/2019		WINDSTREAM	\$853.91
	Invoice	Date	Description	Amount
	71431258	06/10/2019	CITY HALL PHONE SVC-JUN 2019	\$853.91
71486	06/27/2019		YOUTH ACTIVITIES LEAGUE	\$50,000.00
	Invoice	Date	Description	Amount
	DONATION 2019	06/10/2019	DONATION TO ASSIST IN FUNDING PROGRAMS FOR	\$50,000.00

Checks	Status	Count	Transaction Amount
	Total	98	\$2,318,047.68

*CITY COUNCIL*

ITEM NO. 6.2

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
FEBRUARY 22, 2018  
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**CALL TO ORDER**

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. Radecki at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

**FLAG SALUTE**

The flag salute was led by Mayor Mark D. Radecki.

**ROLL CALL**

PRESENT: Mark D. Radecki, Mayor  
Cory C. Moss, Mayor Pro Tem  
Abraham N. Cruz, Council Member  
Newell W. Ruggles, Council Member

ABSENT: Catherine Marcucci, Council Member

STAFF PRESENT: Paul J. Philips, City Manager; Alex Gonzalez, Director of Development Services and Administration; James M. Casso, City Attorney; and Diane M. Schlichting, City Clerk

**PUBLIC COMMENTS**

There were no public comments.

**CONSENT CALENDAR**

**1. CONSIDERATION OF REGISTER OF DEMANDS FOR FEBRUARY 22, 2018**

RECOMMENDED ACTION: APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS.

Mayor Radecki recused himself from check number 68205 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf and Landscape.

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
FEBRUARY 22, 2018  
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Council Member Cruz recused himself from check number 68205 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf & Landscape.

Council Member Ruggles recused himself from check number 68168 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

**2. CONSIDERATION OF THE MINUTES OF THE AUGUST 11, 2016 REGULAR MEETING, AUGUST 18, 2016 SPECIAL MEETING, SEPTEMBER 8, 2016 REGULAR MEETING, AND SEPTEMBER 22, 2016 REGULAR MEETING**

RECOMMENDED ACTION: APPROVE AS SUBMITTED.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH MAYOR RADECKI AND COUNCIL MEMBER CRUZ BOTH RECUSING FROM CHECK NUMBER 68205 ON ITEM 1 (REGISTER OF DEMANDS), AND WITH COUNCIL MEMBER RUGGLES RECUSING FROM CHECK NUMBER 68168 ON ITEM 1 (REGISTER OF DEMANDS) AND APPROVING MINUTES AS SUBMITTED. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

**ACTION ITEMS**

**6.1 CONSIDERATION OF RESOLUTION NO. CC 2018-05 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 3.05, LEGAL COUNSEL OF ARTICLE III, OFFICERS AND EMPLOYEES, OF THE CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT**

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
FEBRUARY 22, 2018  
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Bill Morrow, City Clerk and General Counsel for the Industry Property and Housing Management Authority (IPHMA), expressed his opposition to the resolution and his disappointment.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY MAYOR RADECKI, TO ADOPT RESOLUTION NO. CC 2018-05. MOTION CARRIED 3-1, BY THE FOLLOWING VOTE:

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

**6.2 CONSIDERATION OF PROPOSITION A ASSIGNMENT AGREEMENT BETWEEN THE CITY OF CUDAHY AND THE CITY OF INDUSTRY FOR EXCHANGE OF PROP A FUNDS**

Director of Finance, Paragas provided a staff report and Director of Development Services and Administration, Gonzalez expanded on the Proposition A Funds. Both were available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE THE AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

**6.3 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH SAGE ENVIRONMENTAL GROUP FOR BIOLOGICAL MONITORING SUPPORT SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$288,000.00, FROM AUGUST 1, 2017 TO DECEMBER 8, 2019**

Director of Development Services and Administration, Gonzalez provided a staff report.

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CITY COUNCIL REGULAR MEETING MINUTES  
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FEBRUARY 22, 2018  
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MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ, TO APPROVE THE AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

**6.4 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH NINYO & MOORE FOR GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, FOR ON-CALL GEOTECHNICAL ENGINEERING SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$150,000.00, FROM FEBRUARY 22, 2018 TO DECEMBER 8, 2019**

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE THE AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

**6.5 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH GOSS ENGINEERING, INC., NO. DS-18-019-B, FOR EXPO BARN FACILITIES LIGHTING UPGRADE DESIGN AND SPECIFICATIONS SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$15,260.00, FROM FEBRUARY 22, 2018 TO DECEMBER 8, 2019**

Project Manager, Michael Cruz from Cordoba Corporation provided a staff report. A conversation ensued regarding cost and past analysis already done on this project. Due to the many questions left unanswered, Mayor Pro Tem Moss suggested holding this item over until the next meeting to determine how much has already been spent on this project and to have a better understanding.

No vote was taken.

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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**6.6 CONSIDERATION OF THIRD AMENDMENT TO THE CONFIRMATION FOR SCHEDULING AND SETTLEMENT SERVICES AND DAY AHEAD INDEX ELECTRICITY WITH CALPINE ENERGY SOLUTIONS, LLC, FRO FEBRUARY 28, 2018 TO MARCH 31, 2018**

Senior Project Manager, Lary Atherton from Cordoba Corporation provided a staff report and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE AMENDMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

**CITY COUNCIL COMMITTEE REPORTS**

There were none.

**AB1234 REPORTS**

There were none.

**CITY COUNCIL COMMUNICATIONS**

There were none.

**CLOSED SESSION**

City Clerk Schlichting announced there was a need for Closed Session as follows:

- 7.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): 4 Cases

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CITY COUNCIL REGULAR MEETING MINUTES  
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- 7.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Industry v. Burke Williams & Sorensen, LLP, et al.  
Los Angeles Superior Court  
Case No. KC068777
- 7.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case:  
Los Angeles Superior Court  
Case No.
- 7.4 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Diamond Bar v. Oversight Board of the Successor Agency to  
the Industry Urban-Development Agency; Successor Agency to the  
Industry Urban-Development Agency; et al.  
Superior Court of California, County of Sacramento  
Case No. 34-2017-80002718-CU-WM-GDS
- 7.5 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Chino Hills v. Oversight Board of the Successor Agency to  
the Industry Urban-Development Agency; Successor Agency to the  
Industry Urban-Development Agency; et al.  
Superior Court of California, County of Sacramento  
Case No. 34-2017-80002719-CU-WM-GDS
- 7.6 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Diamond Bar v. City of Industry, City of Industry City  
Council; Successor Agency to the Industry Urban-Development Agency;  
Board of Directors of the Successor Agency to the Industry Urban-  
Development Agency; Oversight Board of the Successor Agency to the  
Industry Urban-Development Agency; et al.  
Superior Court of California, County of Los Angeles  
Case No. BS171295

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- 7.7 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Chino Hills v. City of Industry, City of Industry City Council;  
Successor Agency to the Industry Urban-Development Agency; Board of  
Directors of the Successor Agency to the Industry Urban-Development  
Agency; Oversight Board of the Successor Agency to the Industry Urban-  
Development Agency; et al.  
Superior Court of California, County of Los Angeles  
Case No. BS171398
- 7.8 Conference with real property negotiators pursuant to Government Code  
Section 54956.8:  
Property: 22751 Golden Springs Drive, Diamond Bar, CA, also  
known as Assessor Parcel Numbers 8717-001-907,  
8717- 001-908, 8717-002-905, 8717-002-906  
Agency Negotiators: Paul J. Philips, Executive Director  
James M. Casso, Agency Legal Counsel  
Negotiating Parties: Los Angeles County Department of Parks and  
Recreation  
Under Negotiation: Price and terms
- 7.9 Conference with real property negotiators pursuant to Government Code  
Section 54956.8:  
Property: Various parcels west of Grand Avenue just north of  
the Pomona Freeway, City of Industry, CA, also  
known as Assessor Parcel Numbers 8719-007-921,  
8719-009-904, 8717-007-930  
Agency Negotiators: Paul J. Philips, Executive Director  
James M. Casso, Agency Legal Counsel  
Negotiating Parties: Paul J. Philips, City Manager  
James M. Casso, City Attorney  
Under Negotiation: Price and terms

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CITY COUNCIL REGULAR MEETING MINUTES  
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- 7.10 Conference with real property negotiators pursuant to Government Code Section 54956.8:
- |                      |  |
|----------------------|--|
| Property:            | 17647 Gale Avenue, City of Industry, CA also known as Assessor Parcel Numbers 8264-012-923, 8624-013-913, 8624-013-914 |
| Agency Negotiators:  | Paul J. Philips, Executive Director<br>James M. Casso, Agency Legal Counsel  |
| Negotiating Parties: | Paul J. Philips, City Manager<br>James M. Casso, City Attorney   |
| Price and terms      | Price and terms  |
- 7.11 Conference with real property negotiators pursuant to Government Code Section 54956.8:
- |                      |   |
|----------------------|---|
| Property:            | Southeast corner of Workman Mill Road and Crossroads Parkway North, also known as Assessor Parcel Number 8120-027-270 |
| Agency Negotiators:  | Paul J. Philips, Executive Director<br>James M. Casso, Agency Legal Counsel   |
| Negotiating Parties: | Paul J. Philips, City Manager<br>James M. Casso, City Attorney  |
| Price and terms      | Price and terms   |

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 9:42 a.m.

**RECONVENE CITY COUNCIL MEETING**

Mayor Radecki reconvened the meeting at 11:50 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 7.1, 7.4, 7.5, 7.6, and 7.7, direction was given to the City Attorney's Office, no final action taken.

With regards to Item 7.2, direction was given to Council, no final action taken.

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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With regards to Item 7.3, Council did not meet on this due to the item not being listed on the agenda properly.

With regards to Item 7.8, 7.10, and 7.11, direction was given to City Negotiators.

With regards to Item 7.9, a vote of 4-0 was taken, no final action taken.

Nothing further to report at this time.

**ADJOURNMENT**

There being no further business, the City Council adjourned at 11.53 a.m.

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MARK D. RADECKI  
MAYOR

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DIANE M. SCHLICHTING  
CITY CLERK

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JOINT SPECIAL MEETING MINUTES OF THE  
CITY OF INDUSTRY CITY COUNCIL, SUCCESSOR AGENCY TO THE  
INDUSTRY URBAN-DEVELOPMENT AGENCY, INDUSTRY PUBLIC UTILITIES  
COMMISSION, AND INDUSTRY PUBLIC FACILITIES AUTHORITY

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JUNE 11, 2019  
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## **CALL TO ORDER**

The Joint Special Meeting of the City Council, Successor Agency to the Industry Urban-Development Agency, Industry Public Utilities Commission, and Industry Public Facilities Authority of the City of Industry, California, was called to order by Mayor/Chairman/President Radecki at 4:00 p.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

## **FLAG SALUTE**

The flag salute was led by Mayor/Chairman/President Radecki.

## **ROLL CALL**

PRESENT: Mark Radecki, Mayor/Chairman/President  
Cory Moss, Mayor Pro Tem/Vice Chair/Commissioner  
Abraham N. Cruz, Council Member/Board Member/Commissioner  
Catherine Marcucci, Council Member/Board Member/Commissioner  
Newell W. Ruggles, Council Member/Board Member/Commissioner

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

## **PUBLIC COMMENTS**

There were none.

## **OATH OF OFFICE/REORGANIZATION**

### **5.1 ADMINISTRATION OF OATH OF OFFICE**

Deputy City Clerk Julie Robles administered the Oath of Office to the three re-appointed Council Members, Cory Moss, Mark Radecki, and Newell Ruggles.

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JOINT SPECIAL MEETING MINUTES OF THE  
CITY OF INDUSTRY CITY COUNCIL, SUCCESSOR AGENCY TO THE  
INDUSTRY URBAN-DEVELOPMENT AGENCY, INDUSTRY PUBLIC UTILITIES  
COMMISSION, AND INDUSTRY PUBLIC FACILITIES AUTHORITY

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JUNE 11, 2019  
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## 5.2 REORGANIZATION OF CITY COUNCIL

*RECOMMENDED ACTION: Consider nominations and make appointments for Mayor and Mayor Pro Tempore.*

Deputy City Clerk Julie Robles opened the floor for nominations for the position of Mayor. Mayor/Chairman/President/ Radecki nominated Cory Moss as Mayor.

MOTION BY MAYOR/CHAIRMAN/PRESIDENT RADECKI, AND SECOND BY COUNCIL MEMBER/BOARD MEMBER/COMMISSIONER MARCUCCI, TO NOMINATE AND APPOINT CORY MOSS AS THE NEW MAYOR/CHAIRMAN/PRESIDENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

Congratulations were made to the new Mayor/Chairman/President and the gavel was transferred from Mark Radecki to Cory Moss. The exchange of seating was made.

Deputy City Clerk Julie Robles then handed the floor to Mayor Moss. Mayor Moss opened the floor for nominations for the position of Mayor Pro Tempore. Council Member/Board Member/Commissioner Ruggles nominated Catherine Marcucci as Mayor Pro Tempore.

MOTION BY COUNCIL MEMBER/BOARD MEMBER/COMMISSIONER RUGGLES, AND SECOND BY MAYOR/CHAIRMAN/PRESIDENT MOSS, TO NOMINATE AND APPOINT CATHERINE MARCUCCI AS THE NEW MAYOR PRO TEM/VICE CHAIR/COMMISSIONER. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

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JOINT SPECIAL MEETING MINUTES OF THE  
CITY OF INDUSTRY CITY COUNCIL, SUCCESSOR AGENCY TO THE  
INDUSTRY URBAN-DEVELOPMENT AGENCY, INDUSTRY PUBLIC UTILITIES  
COMMISSION, AND INDUSTRY PUBLIC FACILITIES AUTHORITY

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JUNE 11, 2019  
PAGE 3

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**RECESS: 4:08 p.m.** – Deputy City Clerk Robles requested a short break.

**RECONVENED: 4:27 p.m.**

Mayor Cory Moss said a few words about her gratitude for the support she has received from her colleagues, talked about the condition of the City when arriving as a Council Member four years ago and the progress that has been made. She stated the City of Industry was the economic engine to the San Gabriel Valley and that she would strive for the City of Industry to be the best city it can be.

**ACTION ITEMS**

**6.1 PRESENTATION AND DISCUSSION REGARDING THE FY 2019-2020 PROPOSED BUDGET**

Director of Finance, Yamini Pathak gave a presentation and explained the process of putting together this year's budget. It started in January/February of this year and discussed the back ground of the numbers and was available to answer any questions.

**ADJOURNMENT**

There being no further business, the Joint Special Meeting adjourned at 4:54 p.m.

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CORY MOSS  
MAYOR/CHAIRMAN/PRESIDENT

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JULIE ROBLES  
DEPUTY CITY CLERK/ASSISTANT SECRETARY

*CITY COUNCIL*

ITEM NO. 6.3



# CITY OF INDUSTRY

Incorporated June 18, 1957

## MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Yamini Pathak, Director of Finance *YP*  
Christina Aguirre, Financial Analyst III

DATE: June 27, 2019

**SUBJECT: Consideration of Resolution No. 2019-28, a Resolution of the City Council of the City of Industry, California, Approving Blanket Purchase Orders for Vendors Totaling \$10,000 and Over for FY 2019-2020**

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### **BACKGROUND:**

Annually, after the City's operating budget is adopted, the Finance Department presents to the City Council for its consideration, a blanket purchase order ("BPO") Vendor List for all vendors with whom the City anticipates spending over \$10,000 in the fiscal year. On June 13, 2019, the City Council approved and adopted the City's Operating Budget and budgets for all its affiliated entities for FY 2019-20 ("FY 20"). The FY 20 BPO Vendor List was developed in line with the FY 20 Adopted Budget, and in accordance with the City's Code.

### **DISCUSSION:**

BPOs are a customary financial practice among cities in California; and in summary, are utilized to pay for goods and materials with vendors that the City regularly conducts business with during the fiscal year. Although most BPOs can be created under the City Manager's purchasing authority, as an added level of fiscal control and transparency, at the beginning of each fiscal year a list of BPOs for vendors with whom the City regularly conducts business, that total \$10,000 and over annually, is presented to Council for formal approval. This streamlines the purchasing process where necessary and assists staff to efficiently obtain goods and materials to tend to its day-to-day operations.

BPOs are not intended to bypass or supersede the bidding provisions as outlined in the City's Code or intended to bypass the City's standard agreements and terms. Departments must adhere to the requirements of the City's procurement policy, and must obtain informal bidding, quotes, or go through a formal procurement process as necessary. Finance will

strictly enforce the procurement policy, and ensure departments are adhering to the correct purchasing procedures.

As such, outlined below is a summary of the City's Code, as it pertains to the Purchasing (Section 3.04) and Bidding Procedures (Section 3.52), that departments must follow and adhere to when obtaining goods and services.

**Supplies & Equipment** (Section 3.04.050)- For supplies and equipment, purchases of \$100,000 and under may be made at the discretion of the City Manager on the open market with the solicitation of at least three (3) written proposals. Upon the approval of the City Council, BPOs will be created for all vendors the City regularly conducts business with for supplies and equipment for FY 20.

Purchases of supplies and equipment over \$100,000 require a formal bidding process and formal approval by the Council. Should items over \$100,000 be taken to Council during the current fiscal year, BPOs will be created for these items as Council approves them.

### **BPO Vendor List for FY 20**

The BPO Vendor List for FY 20, attached as Exhibit A, includes all vendors with whom the City regularly conducts business. The BPO amounts are estimated amounts based on historical spending levels; all BPO amounts are in line with the FY 20 Adopted Budget.

BPOs will also be utilized for all vendors that total less than \$10,000 annually, and with whom the City conducts business on a recurring basis throughout the fiscal year.

### **FISCAL IMPACT:**

The BPOs for all vendors listed in Exhibit A total \$630,000. This has been accounted for and included in the FY 20 Adopted Budget.

### **RECOMMENDED ACTION:**

Staff recommends the City Council adopt Resolution No. 2019-28, approving the BPO Vendor List for vendors totaling \$10,000 and over for FY 20.

#### Attachments:

1. Resolution No. CC 2019-28-Resolution Approving the FY 19-20 Blanket Purchase Orders for Vendors Totaling \$10,000 and Over.
2. Exhibit A – FY 20 Blanket Purchase Order Vendor List

## RESOLUTION NO. CC 2019-28

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING BLANKET PURCHASE ORDERS FOR VENDORS TOTALING \$10,000 AND OVER FOR FY 2019-2020

**WHEREAS**, in FY 2016-17 (“FY 17”), the Financial Services Department (“Finance”) implemented several new internal controls and financial procedures citywide, in which Blanket Purchase Orders (“BPOs”) were identified as a critical fiscal control that allows the City and staff to procure goods and supplies, professional or maintenance services, and/or equipment in a timely manner to efficiently administer the day-to-day operations of the City; and

**WHEREAS**, BPOs are a customary financial practice among cities in California; and in summary, are utilized to pay for goods and services with vendors that the City regularly conducts business with during the fiscal year; and

**WHEREAS**, annually, after the City’s operating budget is adopted, the Finance Department presents to the City Council for its consideration, a BPO Vendor List for all vendors with whom the City anticipates spending over \$10,000 in the upcoming fiscal year; and

**WHEREAS**, on June 13, 2019, the City Council approved and adopted the City’s Operating Budget and budgets for all its affiliated entities for FY 2019-20 (“FY 20”); and

**WHEREAS**, the FY 20 BPO Vendor List was developed in accordance with the City of Industry’s Municipal Code (“IMC”) as it pertains to purchasing (IMC Section 3.04) and Bidding Procedures (IMC Section 3.52); and

**WHEREAS**, the FY 20 BPO Vendor List was also developed in accordance with the FY 20 Adopted Budget.

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

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

**Section 2.** The City Council hereby approves the list of Blanket Purchase Orders (“BPOs”), attached hereto as Exhibit A, and incorporated herein by reference, for all vendors that total \$10,000 and over for FY 2019-20.

**Section 3.** The City Council authorizes the City Manager, and/or his designee, to prepare and execute all BPOs identified and listed on said Exhibit A.

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

**Section 5.** The City Clerk shall certify to the 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, California, at a regular meeting held on the 27th day of June 2019.

AYES:                COUNCIL MEMBERS  
NOES:                COUNCIL MEMBERS  
ABSTAIN:            COUNCIL MEMBERS  
ABSENT:             COUNCIL MEMBERS

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Cory Moss, Mayor

**ATTEST:**

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Julie Gutierrez-Robles, Deputy City Clerk

**City of Industry**  
**Blanket Purchase Order Vendor List for FY 2019-20 ("FY 20")**  
**Exhibit A**  
**Vendors Totaling \$10,000 and Over**

<b>Item #</b>	<b>Vendor Name</b>	<b>FY 20 Proposed Amount</b>	<b>Primary Purpose</b>
1	Ace Fence Company	15,000	Supplies-Chain link fencing
2	Amazon	10,000	Office Supplies-Information Technolgy Supplies
3	Anixter	30,000	Supplies-Electrical materials/equipment
4	Apple Event Supplies, INC.	12,000	Supplies-Special event supplies
5	Bryan Press	14,000	Office Supplies - City Letterhead, Envelopes, & Business Cards
6	County Estate Fence Co. Inc.	15,000	Supplies-Vinyl fencing
7	Eberhard Equipment	10,000	Supplies-Equipment Parts and Supplies Only
8	EJ Growers, Inc.	17,000	Supplies-Landscape Materials and Supplies
9	Fuel Pros, Inc.	12,000	Property Maintenance - Industry Hills Fuel Station
10	Ferguson	10,000	Supplies-plumbing supply house
11	Grainger	10,000	Supplies-General building materials
12	Hi-Way Safety	20,000	Supplies-Street signs
13	Home Depot	20,000	Property Maintenance Supplies
14	Locks Plus	10,000	Supplies-Key, locks and materials only
15	Lowe's	20,000	Property Maintenance Supplies
16	Merritt's Ace Hardware	10,000	Property Maintenance Supplies
17	MX Graphics	10,000	Supplies-Printing/signs
18	Quinn Company	10,000	Supplies-Equipment Parts and Supplies Only
19	Resource Building Materials	10,000	Facility Materials and Supplies
20	San Gabriel Valley Newspaper Group	26,000	Advertisement - Notices for Invitation of Bids, Public Hearings, and Ordinances, Etc.
21	SC Fuels	160,000	Fuel Purchase for Industry Hills Fuel Tanks
22	SHI International Coroporation	48,000	Information Technolgy Supplies
23	SO Cal Industries	15,000	Property Supplies
24	Staples Business Advantage	22,000	Office Supplies
25	Stotz Equipment	10,000	Supplies-Equipment Parts and Supplies Only
26	Sunbelt	10,000	Rentals-Equipment rentals
27	Tec-Refresh, Inc.	20,000	Information Technolgy Supplies
28	United Rentals	10,000	Rentals-Equipment rentals
29	Vortex Industries, Inc.	14,000	Supplies-Materials and Temporary fencing for City facilities
30	Walter Wholesale Electric	30,000	Supplies-Electrical materials/equipment

**Grand Totals \$ 630,000.00**

*CITY COUNCIL*

ITEM NO. 6.4



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and City Council Members

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Joshua Nelson, Contract City Engineer, CNC Engineering *JN*

**DATE:** June 27, 2019

**SUBJECT:** Consideration of Amendment No. 3 to the Maintenance Services Agreement with Janus Pest Management, Inc. for pest control services, increasing total compensation by \$85,000 through June 27, 2020 (Agreement No. DS-18-056-A)

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### **Background:**

Per Section 3.52.120 of the City's Municipal Code, contracts relating to maintenance of public works or public facilities may be provided by competitive bidding, informal public bidding, or by negotiated contract, at the discretion of the City Council.

Janus Pest Management, Inc. ("Janus") provides pest control services for a range of commercial and residential clientele. Previously, City staff negotiated a contract with Janus to provide pest control services at Tonner Canyon which is owned by the City, for a one (1) year period. On June 28, 2018 the City Council approved the Maintenance Services Agreement for Tonner Canyon. At that time, City Council requested that additional properties be evaluated for pest control services. City staff requested that Janus, in cooperation with Sage Environmental, evaluate additional properties. On August 23, 2018 the City Council approved Amendment No. 1 to the Agreement to increase the total compensation by \$100,000 to cover the requested additional services.

On February 14, 2019 the City Council approved Amendment No. 2 to the Janus Maintenance Services Agreement increasing the total compensation by \$75,000 to cover the requested additional services and locations through June 27, 2019. It was found that Janus Pest Control had been issued multiple Purchase Orders and not all locations were included in their Agreement. In order to make the accounting simpler, the purchase orders were consolidated from all locations into one Agreement and one Purchase Order. Thereafter, the locations now include Homestead Museum, City Hall, Industry Business Council, Youth Activities League offices, the Post Office, Metrolink Station, Industry Business Center, the vacant parcel at the southeast corner of Chestnut Street and Anaheim-Puente Road, the Helipad and the parking and slopes, Tres Hermanos Arnold Reservoir and Tonner Canyon. The Tres Hermanos Conservation Authority should be

hiring a pest control company directly in the near future. In the meantime, this contract is currently being used by the Authority.

**Discussion:**

The contract term for the Agreement with Janus will end on June 27, 2019. At this time, staff recommends extending the Agreement Term through June 27, 2020 and increase the total compensation by \$85,000. In the future, staff intends to bring new maintenance contracts before the City Council for consideration.

**Table 1 - Summary of Pest Control Services Costs**

Maintenance Services Agreement	\$21,492.00
Amendment No. 1 to Maintenance Services Agreement	\$100,000.00
Amendment No. 2 to Maintenance Services Agreement	\$75,000.00
Amendment No. 3 to Maintenance Services Agreement	\$85,000.00
<b>Total</b>	<b>\$281,492.00</b>

**Fiscal Impact:**

This fiscal impact associated with this action requires an additional appropriation of \$85,000 to General Fund – Habitat & Open Space – Property Maintenance (Account No. 100.628.8510) for FY 2018-2019.

**Recommendations:**

- 1.) Staff recommends the City Council approve Amendment No. 3 to the Maintenance Services Agreement with Janus Pest Management, Inc.
- 2.) Appropriate \$85,000 from General Fund – Habitat & Open Space – Property Maintenance (Account No. 100.625.8510).

**Exhibit:**

- A. Amendment No. 3 to the Maintenance Services Agreement with Janus Pest Management, Inc. dated June 27, 2019

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TH/JN:jv

**EXHIBIT A**

Amendment No. 3 to the Maintenance Services Agreement with Janus Pest Management, Inc. dated June 27, 2019

[Attached]

**AMENDMENT NO. 3  
TO MAINTENANCE SERVICES AGREEMENT  
WITH JANUS PEST MANAGEMENT, INC.**

This Amendment No. 3 to the Agreement for Maintenance Services (“Agreement”), is made and entered into this 27<sup>th</sup> day of June, 2019, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Janus Pest Management, Inc., a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about June 28, 2018, the City Council approved a Maintenance Services Agreement with the Consultant, to provide pest management services for Tonner Canyon and citywide properties; and

**WHEREAS**, on or about August 23, 2018, the City approved Amendment No. 1 to the Agreement for Maintenance Services with Consultant to increase the compensation by \$100,000.00 to provide pest services at additional properties; and

**WHEREAS**, on or about February 14, 2019, the City approved Amendment No. 2 to the Agreement for Maintenance Services with Consultant to increase the compensation by \$75,000 to consolidate all locations into one Purchase Order and include new locations; and

**WHEREAS**, the Parties desire to amend the Agreement to extend the contract term by one (1) year to June 27, 2020 and increase compensation to Consultant by \$85,000; and

**WHEREAS**, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 3, as set forth below.

**AMENDMENT**

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

**Section 1. Term**

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

This Agreement shall commence on the Effective Date, and shall remain and continue in full effect until tasks described herein are completed, but in no event later than June 27, 2020 unless sooner terminated pursuant to the provisions of this Agreement.

**Section 4. Payment**

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

This amount shall not exceed Two Hundred Eighty-One Thousand Four Hundred Ninety-Two Dollars and zero cents (\$281,492.00) 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. 3 to the Agreement as of the Effective Date.

**“CITY”  
CITY OF INDUSTRY**

**“CONSULTANT”  
JANUS PEST MANAGEMENT, INC.**

By: \_\_\_\_\_  
Troy Helling, City Manager

By: \_\_\_\_\_  
Jay Spicer, CEO

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Deputy City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, City Attorney

**EXHIBIT A TO AMENDMENT NO. 3:**

**AGREEMENT FOR MAINTENANCE SERVICES WITH JANUS PEST  
MANAGEMENT, INC. DATED JUNE 28, 2018**

## CITY OF INDUSTRY

### MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of June 28, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Janus Pest Management, 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 27, 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 pest control services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the

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

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

### 3. MANAGEMENT

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

### 4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Twenty-One Thousand Four Hundred Ninety-Two Dollars (\$21,492.00) 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  
13200 Crossroads Parkway, North Suite 345  
City of Industry, CA 91746  
Attention: James M. Casso, City Attorney

To Consultant:

Janus Pest Management, Inc.  
P.O. Box 4649  
San Dimas, CA 91773  
Attention: Kristina Spicer, Operations Manager

**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**

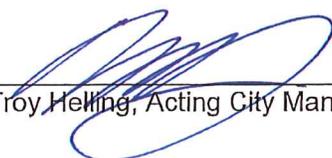
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the

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"**  
Janus Pest Management, Inc.

By:   
Troy Helling, Acting City Manager

By:   
Jay Spicer, CEO

**Attest:**

By:   
Diane M. Schlichting, 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 pest management services for Tonner Canyon, City of Industry. The services include, but are not limited to:

- Annual rodent debris removal and site disinfection at Camp Courage, Camp Master bunk house, 4 camping tents and the restrooms/showers.
- Tent disinfection at the 4 camping tent sites
- Rodent devices at the Camp Courage, Camp Master bunk house, 4 camping tents and the restrooms/showers.
- General pest control at Camp Courage, Camp Master bunk house, 4 camping tents and the restrooms/showers, and guard shack.

EXHIBIT B

RATE SCHEDULE

	SERVICE	AREA	SERVICE CHARGE	SERVICE FREQ.	SERVICE SCHEDULE
1.	Annual Rodent Clean	Tents, Courage, Master, rest rooms/showers	\$3,400/Service	1x/Annual	May
2.	Tent Disinfection	Camp Tents	\$182/Service	1x/Weekly	June-August
3.	Rodent Devices	Camp Tents	\$240/Service	1x/Annual	May
4.	Trap Inspection/Service	Camp Tents	\$142/Service	2x/Weekly	May-August
5.	Rodent Repellant	Camp Tents	\$142/Service	1x/Monthly	September-April
6.	Rodent Devices	Courage, Master Bunk, Restrooms/Showers	\$240/Service	1x/Annual	May
7.	Rodent Devices	Courage, Master Bunk, Restrooms/Showers	\$142/Service	2x/Weekly	May-August
8.	Rodent Devices	Courage, Master Bunk, Restrooms/Showers	\$142/Service	1x/Monthly	September-April
9.	General Pest Control	Camp Courage	\$122/Service	1x/Monthly	January-December
10.	General Pest Control	Camp Master Bunkhouse	\$102/Service	1x/Monthly	January-December
11.	General Pest Control	Restrooms/Showers	\$75/Service	1x/Monthly	January-December
12.	General Pest Control	Camp Tents	\$75/Service	1x/Monthly	May-August
14.	General Pest Control (Guard Shack)	Guard Shack	\$125/Service	1x/Quarterly	January-December

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*CITY COUNCIL*

ITEM NO. 6.5



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Joshua Nelson, Contract City Engineer, CNC Engineering *JN*  
James Cramsie, Senior Project Manager, CNC Engineering *J.C.*

**DATE:** June 27, 2019

**SUBJECT:** Consideration of authorization to advertise for public bids for Citywide Catch Basin Retrofits – Phase 2, for an estimated cost of \$370,000 (Agreement No. CIP-SD-18-040-B)

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### **Background:**

In April of 2016, the Los Angeles Regional Water Quality Control Board (“LARWQCB”) approved the Upper San Gabriel River (“USGR”) Enhanced Watershed Management Program (“EWMP”), of which the City is a member. The EWMP outlines measures to control and improve the quality of stormwater runoff being generated from the City’s jurisdiction.

As part of the EWMP, the City would retrofit the existing catch basins within the City’s jurisdiction with full capture devices as one of the measures to improve water quality. These devices capture trash as small as 5 mm in size. By capturing trash before it reaches the receiving waters, such as San Jose Creek, the pollutants associated with the trash can be reduced.

Subsequent to the approval of the EWMP, the LARWQCB issued a letter in August of 2017 requesting jurisdictions to select how they would comply with the Statewide Trash Amendment, issued by the State Water Resources Control Board (“SWRCB”). In November of 2017, the City selected Tract 1, which requires installation of full capture devices in all catch basins within a city’s jurisdiction by December 2030.

Within the City’s jurisdiction, there are approximately 820 catch basins. Given the large number of catch basins, the EWMP proposed to retrofit them using a phased approach. The first phase of retrofits was completed in 2018 and included 259 catch basins designated as being in locations with high trash generation.

### **Discussion:**

Staff has prepared plans and specifications for the above project. The scope of work involves the retrofit of 126 existing catch basins to add Connector Pipe Screens (CPS) and Automatic Retractable Screens (ARS) throughout the City. This project will be

implemented as Agreement No. CIP-SD-18-040-B, subject to the approval by the City Council.

City staff has determined that this project is subject to CEQA review, however, it falls within the 15301 (c) exemption because it is a minor alteration to existing catch basins, so included with this Authorization to Bid package is a Notice of Exemption.

**Fiscal Impact:**

The estimated cost for this project is \$370,000.

**Recommendation:**

It is hereby recommended that the City Council approve the plans and specifications and authorize the solicitation of public bids.

**Exhibits:**

- A. Notice Inviting Bids
- B. Engineer's Estimate
- C. Section A – Pages A-1 through A-7
- D. Reduced Set of Project Plans

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TH/JN/JC:jv

**EXHIBIT A**

Notice Inviting Bids

[Attached]

**NOTICE INVITING BIDS FOR:**

**CITY OF INDUSTRY  
PROJECT NO. CIP-SD-18-040-B**

CITYWIDE CATCH BASIN RETROFITS - PHASE 2

CONTRACT NO. CIP-SD-18-040-B

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **11:00 A.M.** on **August 8, 2019**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <http://www.cityofindustry.org/?p=proposal-and-bid>.

Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Free digital versions of the plans and specifications are available on the vendor portal. Hard copies are no longer available for purchase.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A - General Engineering** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **CITY** reserves the right to award the contract to the contractor with another license class if the **CITY** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note: It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.** Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

(Continued)

The Scope of Work is as follows: Retrofit of 126 existing catch basins to add Connector Pipe Screens (CPS) and Automatic Retractable Screens (ARS) throughout the western half of the City of Industry.

Plans and Specifications are available for inspection at the City of Industry City Hall located at 15625 E. Stafford Street, City of Industry, California 91744. City Hall Hours are: Monday-Thursday, 8:00 a.m. to 5:00 p.m. and Fridays from 8:00 a.m. to 4:00 p.m.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **Thursday, July 25, 2019 at 5:00 P.M.**

**CITY OF INDUSTRY  
PROJECT NO. CIP-SD-18-040-B**

**CITYWIDE CATCH BASIN RETROFITS - PHASE 2**

**CONTRACT NO. CIP-SD-18-040-B**

Each bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, made payable to the **CITY OF INDUSTRY**.

The contractor may, at his own expense, substitute securities for monies to be withheld to ensure performance under the contract.

By the order of the **CITY OF INDUSTRY** dated **June 27, 2019**

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Julie Gutierrez-Robles, Deputy City Clerk

**EXHIBIT B**

Engineer's Estimate

[Attached]

ESTIMATE FOR:

CITY OF INDUSTRY

PROJECT NO. CIP-SD-18-040-B

CITYWIDE CATCH BASIN RETROFITS - PHASE 2

CONTRACT NO. CIP-SD-18-040-B

ENGINEER'S ESTIMATE  
\$370,000.00

**EXHIBIT C**

Section A, Pages A-1 through A-7

[Attached]

SECTION A

**CITY OF INDUSTRY  
PROJECT NO. CIP-SD-18-040-B**

CITYWIDE CATCH BASIN RETROFITS - PHASE 2

CONTRACT NO. CIP-SD-18-040-B

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Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Free digital versions of the plans and specifications are available on the vendor portal. Hard copies are no longer available for purchase.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A - General Engineering** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **CITY** reserves the right to award the contract to the contractor with another license class if the **CITY** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note: It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.** Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

The Scope of Work is as follows: Retrofit of 126 existing catch basins to add Connector Pipe Screens (CPS) and Automatic Retractable Screens (ARS) throughout the western half of the City of Industry.

Plans and Specifications are available for inspection at City of Industry City Hall located at 15625 E. Stafford Street, City of Industry, California 91744. City Hall Hours are: Monday-Thursday, 8:00 a.m. to 5:00 p.m. and Fridays from 8:00 a.m. to 4:00 p.m.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **Thursday, July 25, 2019 at 5:00 P.M.**

The bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **CITY OF INDUSTRY**. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the CITY. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited. If the bid guarantee is a Cashier's Check it must be delivered to City Hall prior to the bid opening date and time. The Cashier's Check shall be sealed in an envelope, endorsed as follows: CIP-SD-18-040-B - Citywide Catch Basin Retrofits - Phase 2, City of Industry City Hall, 15625 E. Stafford Street, City of Industry, California 91744. If a bid bond is chosen, a scanned PDF will be accepted through PlanetBids™, however, the three apparent low bidders will be contacted to submit the original bid bond to the City and will be given a deadline to submit.

The CITY may, upon refusal or failure of a successful responsible bidder to accept the contract, award it to the next lowest bidder. If the CITY awards the contract to the second lowest bidder, the amount of the lowest bidder's bid guarantee shall be applied by the CITY to the difference between the low bid and the second lowest bid; the surplus, if any, shall be returned to the lowest bidder if cash is used, or to the surety company if a bond is used.

The successful bidder will be required to furnish a labor and materials bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price. A maintenance bond equal to ten percent (10%) of the total bid price amount is to remain in force for one (1) year after the date of completion of work, shall be submitted prior to execution of contract. The above bonds shall be secured by a surety company satisfactory to the CITY, and licensed as a Surety Insurer in the State of California and rated at least B+:V in the latest "Best's Insurance Guide." The attached bond forms shall be used without exception.

## **CONTRACTOR**

### **INSURANCE**

Prior to the beginning of and throughout the duration of the Project, Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to the City.

Contractor shall provide the following types and amounts of insurance:

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

**General Liability Insurance.** Contractor 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 \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$5,000,000 completed operations aggregate. 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.** Contractor 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 Contractor 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 combined single limit for each accident.

**Umbrella or Excess Liability Insurance.** Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

**Workers' Compensation Insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

**Pollution Liability Insurance.** Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for

liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

**Completed Operations Coverage.** Products/completed operations coverage shall extend a minimum of ten years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Other provisions or requirements:

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

**Duration of Coverage.** Contractor 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 work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

**Primary/Noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the 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 the 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 requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the 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 or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor 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).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Notice of Cancellation.** Contractor 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, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella 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 Contractor'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.** Contractor 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 Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor 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 Requirements.** 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 Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

**Self-insured Retentions.** Any self-insured retentions must be declared to and approved by City. 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.** Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional Insurance.** Contractor 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.

## EXPERIENCE AND SAFETY

The successful bidder may be required to submit a statement attesting to its financial responsibility, technical ability, experience, and safety record.

## PREVAILING WAGES

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 ", for Los Angeles County. Wage rates shall conform to those on file at City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
  - (i) Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
  - (ii) Section 1777.4, Apprenticeship Requirements.
  - (iii) Section 1777.5, Apprenticeship Requirements.
  - (iv) Section 1813, Penalty for Failure to Pay Overtime.

- (v) Section 1810 and 1811, Working Hour Restrictions.
- (vi) Section 1775, Payroll Records.
- (vii) Section 1773.8, Travel and Subsistence Pay.

## CONTRACTOR REGISTRATION PROGRAM

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

## LABOR COMPLIANCE MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

## AGREEMENT

When the award of a contract is made to a corporation, the Agreement must be signed by the Secretary/Treasurer of the corporation in addition to the signature of the President/Vice President, or the public agency needs to receive a copy of a resolution adopted by the Board of Directors of the corporation indicating that the party executing the contract has the authority to bind the corporation.

## SURETY BONDS

All surety bonds issued in connection with projects for public works must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The power of attorney and the bonds must be executed by the same person, and such signatures shall be notarized.

By the order of the **CITY OF INDUSTRY** dated **June 27, 2019**.

---

Julie Gutierrez-Robles, Deputy City Clerk

**EXHIBIT D**

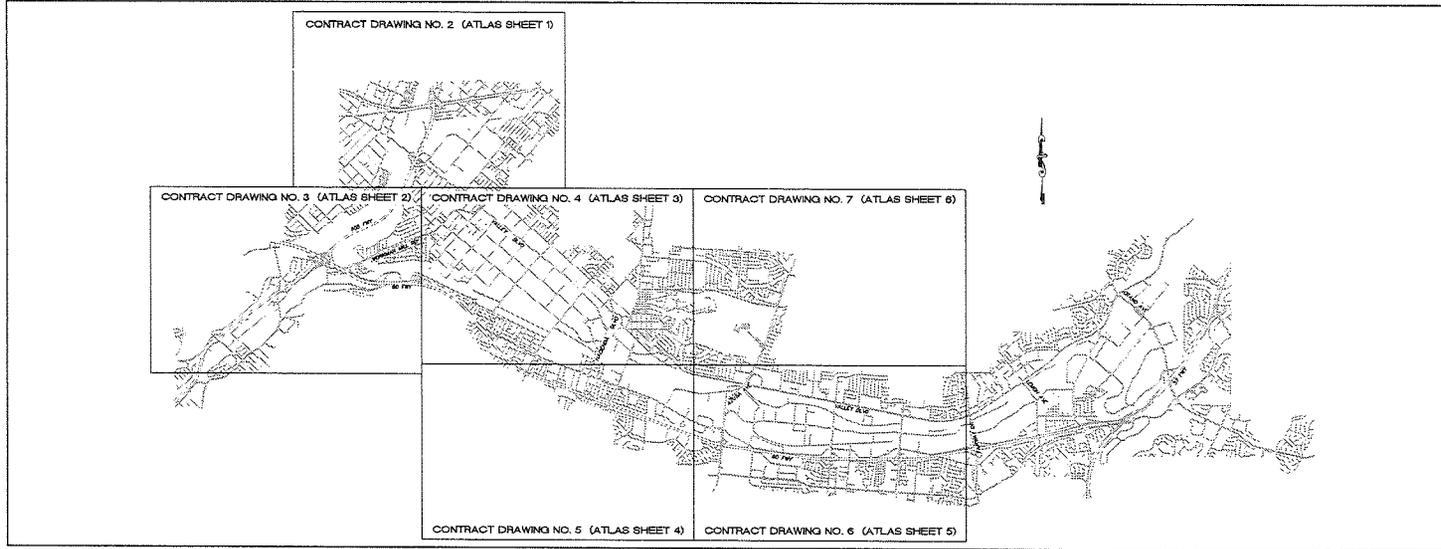
Reduced Set of Project Plans

[Attached]

# CITY OF INDUSTRY

## CITYWIDE CATCH BASIN RETROFITS PHASE 2

### CONTRACT NO. CIP-SD-18-040-B



**VICINITY MAP**  
NOT TO SCALE

**GENERAL NOTES**

1. UNLESS OTHERWISE NOTED, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CURRENT EDITION WITH ALL CURRENT SUPPLEMENTS, PUBLISHED BY BUILDING NEWS INC., LOCATED AT 1612 SO. CLEMENTE ST., ANAHEIM AND APPROPRIATE STANDARD DRAWINGS.
2. ALL WORK COVERED BY THIS PLAN SHALL BE INSPECTED BY THE CITY ENGINEER. REQUEST FOR INSPECTION SERVICE SHALL BE MADE 24-HOURS IN ADVANCE AT (626) 333-5336. A COPY OF THE CONSTRUCTION PERMIT SHALL BE MAINTAINED AT THE SITE BY THE CONTRACTOR AT ALL TIMES WHEN WORK IS IN PROGRESS.
3. THE CONTRACTOR SHALL NOTIFY THE LOS ANGELES COUNTY FIRE DEPARTMENT AT (926) 868-1978 AND THE LOS ANGELES SHERIFF DEPARTMENT AT (926) 330-3322 AT THE CITY OF INDUSTRY SUBSTATION AT LEAST 48-HOURS PRIOR TO START OF WORK.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES OF EVERY NATURE WHETHER SHOWN HEREON OR NOT, TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF SAID UTILITIES DAMAGED BY OPERATIONS IN CONNECTION WITH THE PROSECUTION OF THE WORK.
5. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
6. THE CONTRACTOR SHALL PROVIDE SATISFACTORY MEANS OF INGRESS AND EGRESS FOR OCCUPANTS OF PROPERTY ADJACENT TO THE WORK WITH CONVENIENT ACCESS TO DRIVEWAYS, HOUSES AND BUILDING AT ALL TIMES.

**NOTICE TO CONTRACTOR**

APPROVAL OF THIS PLAN BY THE ENGINEER AND CITY ENGINEER DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATION OF OR THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS.

**INDEX OF DRAWINGS**

PROJECT DRAWING NO.	PLAN DESCRIPTION
1 OF 9	TITLE SHEET, VICINITY MAP, INDEX OF DRAWINGS AND NOTICE TO CONTRACTOR
2-7 OF 9	CITYWIDE CATCH BASIN RETROFITS (PHASE 2) ATLAS SHEETS
8-9 OF 9	CITYWIDE CATCH BASIN RETROFITS (PHASE 2) SPREADSHEETS

NO.	DATE	REVISIONS	OK BY



**CITY OF INDUSTRY**  
INCORPORATED JUNE 18, 1957  
P.O. Box 3356, City of Industry, California 91744  
Administrative Offices: 15651 E. Stafford Street  
(626) 333-2211



Prepared by:  
**ACNC** 255 N. Hollywood Blvd | Ste 222  
City of Industry | CA 91744  
P | 626-333-2336  
www.acnc.org  
DATE: 5/6/2019  
JAMES R. CRAMSE R.C.E. 059785

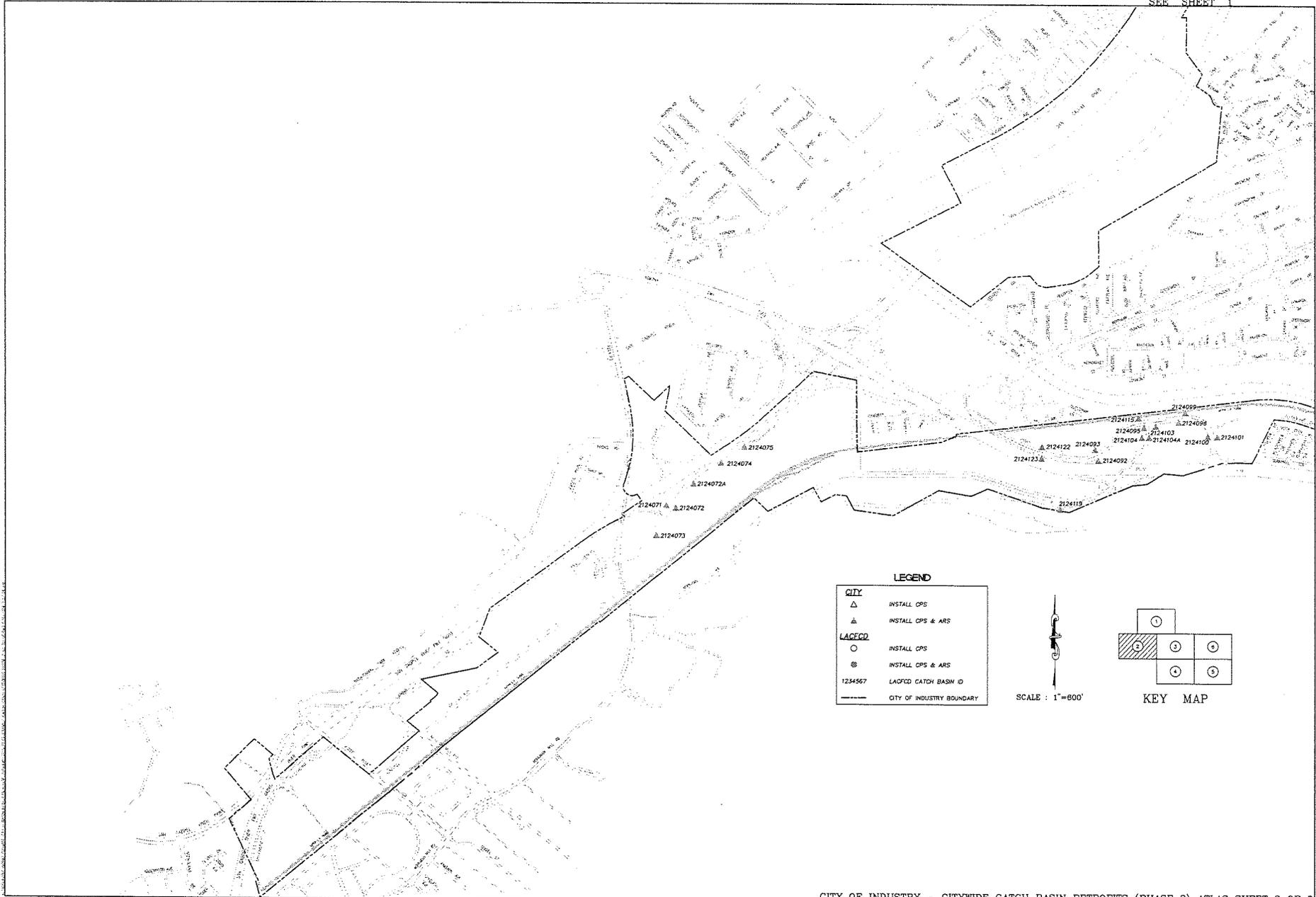
CITY OF INDUSTRY			
APPROVED BY: JOSHUA L. NELSON, P.E. CITY ENGINEER	DATE	APPROVED BY: TROY HILLING CITY MANAGER	DATE
<b>CITYWIDE CATCH BASIN RETROFITS PHASE 2</b>			
TITLE SHEET, GENERAL NOTES, VICINITY MAP, INDEX OF DRAWINGS AND NOTICE TO CONTRACTOR			
DESIGNED BY: J.R.C.	CHECKED BY: J.R.C.	JOB NO. CIP-SD-18-040-B	SHEET 1 OF 9
DRAFTED BY: R.W.C.	DATE: MAY 2019		

CONTRACT NO. CIP-SD-18-040-B  
CONTRACT DRAWING 1 OF 9



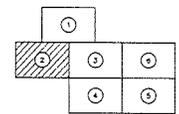
SEE SHEET 1

SEE SHEET 3



LEGEND

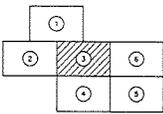
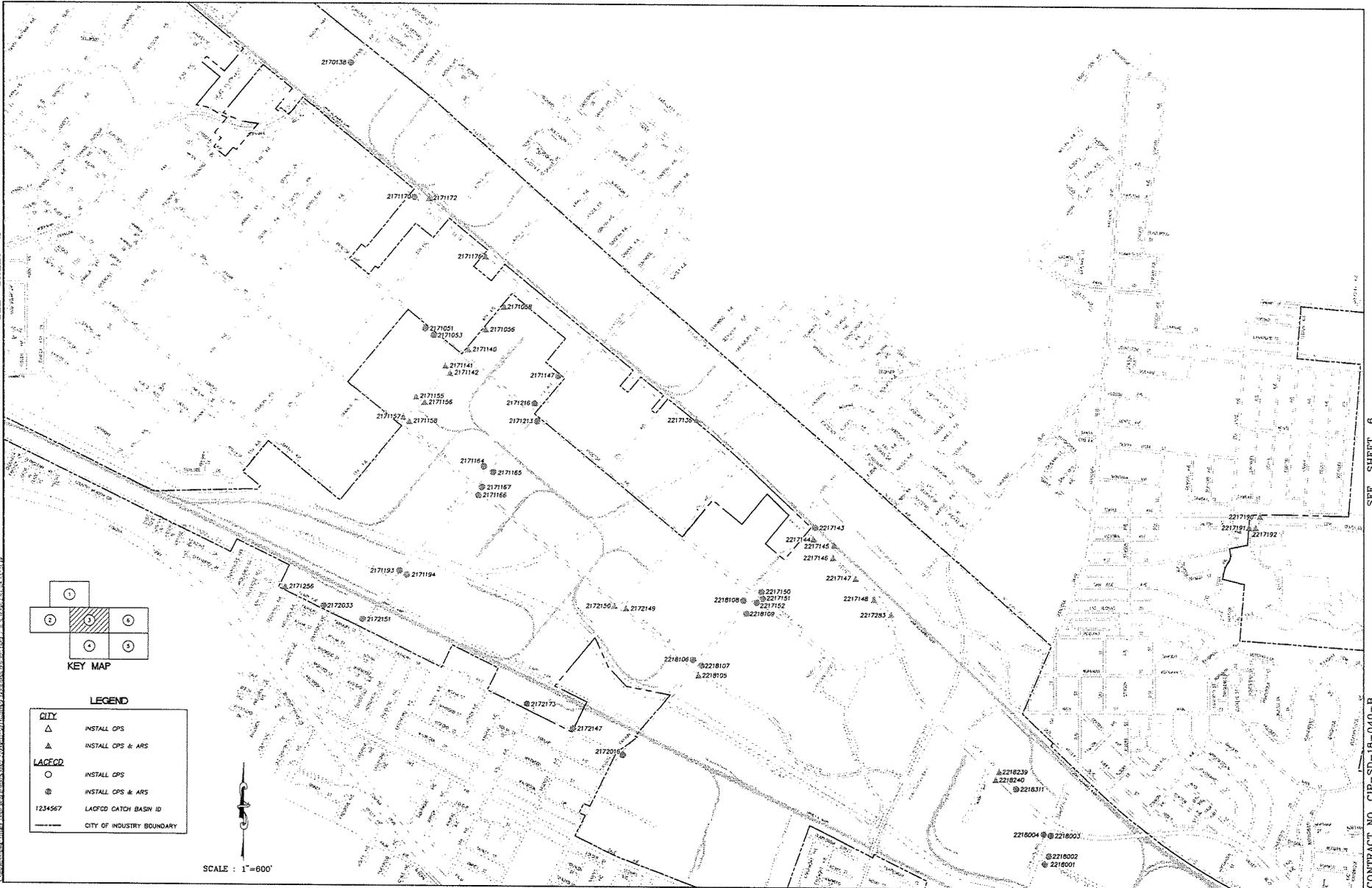
<b>CITY</b>	
△	INSTALL CPS
▲	INSTALL CPS & ARS
<b>LACFGD</b>	
○	INSTALL CPS
⊗	INSTALL CPS & ARS
1234567	LACFGD CATCH BASIN ID
---	CITY OF INDUSTRY BOUNDARY



KEY MAP

SEE SHEET 1

SEE SHEET 2



KEY MAP

LEGEND

<b>CITY</b>	
△	INSTALL CPS
▲	INSTALL CPS & ARS
<b>LACFCD</b>	
○	INSTALL CPS
⊙	INSTALL CPS & ARS
1234567	LACFCD CATCH BASIN ID
---	CITY OF INDUSTRY BOUNDARY



SEE SHEET 4

CITY OF INDUSTRY - CITYWIDE CATCH BASIN RETROFITS (PHASE 2) ATLAS SHEET 3 OF 9

SEE SHEET 6

CONTRACT NO. CIP-SD-18-040-B  
CONTRACT DRAWING 4 OF 9

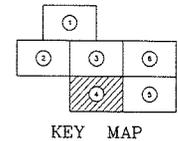
SEE SHEET 3



SEE SHEET 5

LEGEND

CITY	
△	INSTALL CFS
▲	INSTALL CFS & ARS
LACFED	
○	INSTALL CFS
⊗	INSTALL CFS & ARS
1234567	LACFED CATCH BASIN ID
-----	CITY OF INDUSTRY BOUNDARY



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CONTRACT NO. CIP-SD-18-040-B  
CONTRACT DRAWING 5 OF 9

SEE SHEET 6

SEE SHEET 4



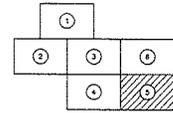
SEE SHEET 8

LEGEND

<b>CITY</b>	
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▲	INSTALL CPS & ARS
<b>LAGECD</b>	
○	INSTALL CPS
⊙	INSTALL CPS & ARS
1234567	LAGECD CATCH BASIN ID
---	CITY OF INDUSTRY BOUNDARY

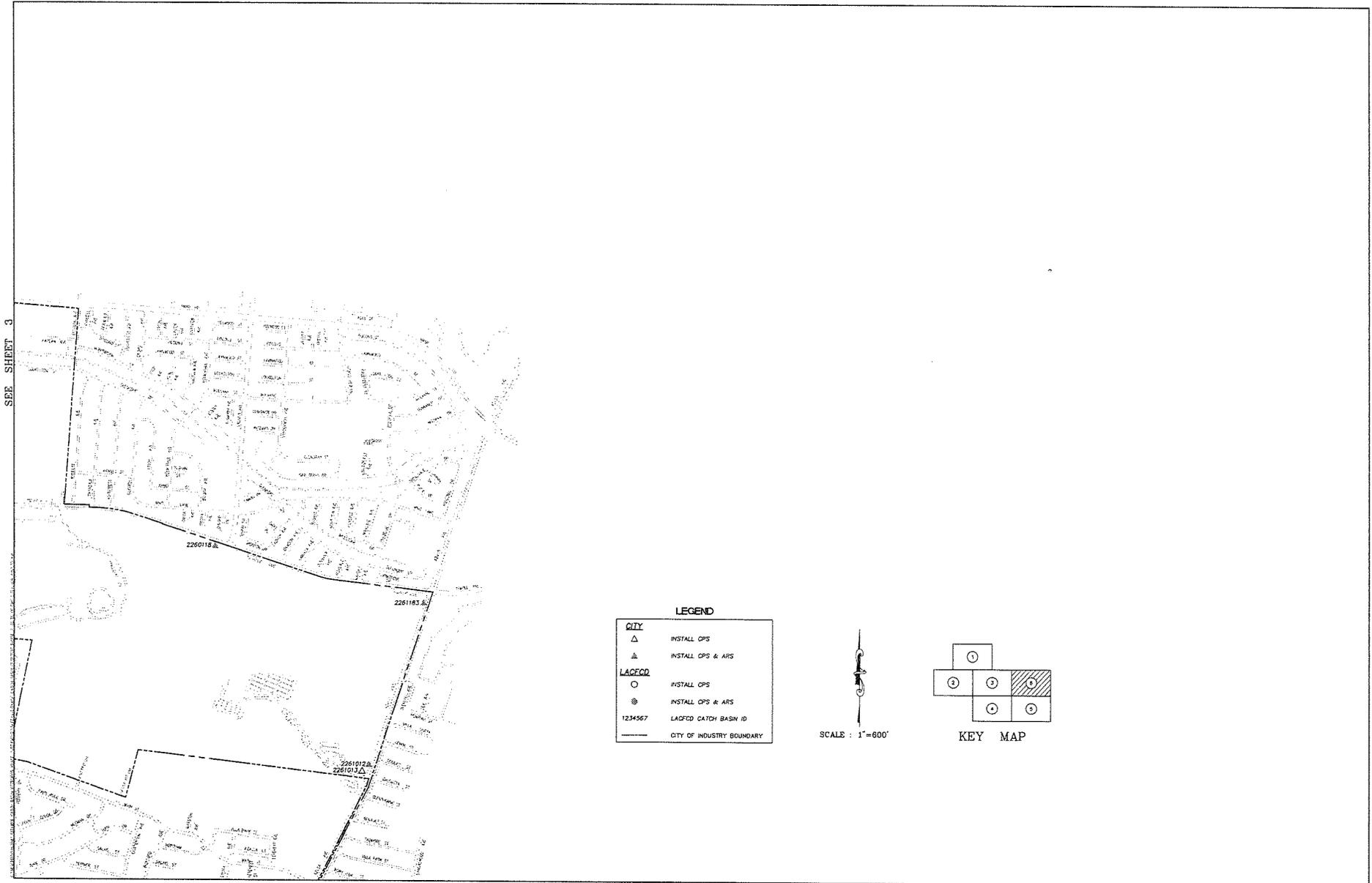


SCALE : 1"=800'



KEY MAP

CONTRACT NO. CIP-SD-18-040-B  
CONTRACT DRAWING 6 OF 9



SEE SHEET 3





*CITY COUNCIL*

ITEM NO. 6.6



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Joshua Nelson, Contract City Engineer, CNC Engineering *JN*  
Arlene Lopez, Project Manager, CNC Engineering *AL*

**DATE:** June 27, 2019

**SUBJECT:** Consideration of authorization to advertise for public bids for the Annual Street Rehabilitation FY18-19 for an estimated cost of \$575,000 (Agreement No. CIP-STR-19-043-B)

---

### Background:

Staff have prepared plans and specifications for the above project. This project will be implemented as Agreement No. CIP-STR-19-043-B subject to the approval by the City Council.

### Discussion:

The scope of work involves resurfacing of various city streets including Nelson Avenue, Willow Avenue, Kaplan Avenue, Loukelton Street and Benton Court. The streets were selected based on the recommendations laid out in "Scenario 3: Reach and Maintain OCI of 80" of the City's Pavement Management Report, dated June 27, 2017. Work consists of cold milling 2 inches of existing AC pavement, constructing AC pavement overlay, repair of broken curbs, gutters, driveways, and sidewalks, upgrading curb ramps to current ADA standards, adjustment of existing utilities to finish grade, and pavement markings and striping.

### Fiscal Impact:

The estimated cost for this project is \$575,000.

### Recommendation:

It is hereby recommended that the City Council approve the plans and specifications and authorize the solicitation of public bids.

### Exhibits:

- A. Notice Inviting Bids
- B. Engineer's Estimate
- C. Section A – Pages A-1 through A-7
- D. Reduced Set of Project Plans

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TH/JN/AL:jv

**EXHIBIT A**

Notice Inviting Bids

[Attached]

**NOTICE INVITING BIDS FOR:**

**CITY OF INDUSTRY  
PROJECT NO. CIP-STR-19-043-B**

**ANNUAL STREET REHABILITATION FY 19**

**CONTRACT NO. CIP-STR-19-043-B**

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **11:00 A.M.** on **August 7, 2019**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <http://www.cityofindustry.org/?p=proposal-and-bid>.

Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Free digital versions of the plans and specifications are available on the vendor portal. Hard copies are no longer available for purchase.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A - General Engineering** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **CITY** reserves the right to award the contract to the contractor with another license class if the **CITY** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

(Continued)

The Scope of Work is as follows: Resurfacing of various city streets including Nelson Avenue, Willow Avenue, Kaplan Avenue, Loukelton Street and Benton Court. Work consists of cold milling 2" of existing AC pavement, constructing AC pavement overlay, repair of broken curbs, gutters, driveways, and sidewalks, upgrading curb ramps to current ADA standards, adjustment of existing utilities to finish grade, and pavement markings and striping.

Plans and Specifications are available for inspection at the City of Industry City Hall located at 15625 E. Stafford Street, City of Industry, California 91744. City Hall Hours are: Monday-Thursday, 8:00 a.m. to 5:00 p.m. and Fridays from 8:00 a.m. to 4:00 p.m.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **Friday, July 26, 2019 at 5:00 P.M.**

**CITY OF INDUSTRY  
PROJECT NO. CIP-STR-19-043-B**

**ANNUAL STREET REHABILITATION FY 19**

**CONTRACT NO. CIP-STR-19-043-B**

Each bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, made payable to the **CITY OF INDUSTRY**.

The contractor may, at his own expense, substitute securities for monies to be withheld to ensure performance under the contract.

By the order of the **CITY OF INDUSTRY** dated **June 27, 2019**

---

Julie Gutierrez-Robles, Deputy City Clerk

**EXHIBIT B**

Engineer's Estimate

[Attached]

**ESTIMATE FOR:**

**CITY OF INDUSTRY**

**PROJECT NO. CIP-STR-19-043-B**

**ANNUAL STREET REHABILITATION FY 19**

**CONTRACT NO. CIP-STR-19-043-B**

**ENGINEER'S ESTIMATE  
\$575,000.00**

**EXHIBIT C**

Section A – Pages A-1 through A-7

[Attached]

SECTION A

**CITY OF INDUSTRY  
PROJECT NO. CIP-STR-19-043-B**

ANNUAL STREET REHABILITATION FY 19

CONTRACT NO. CIP-STR-19-043-B

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It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Free digital versions of the plans and specifications are available on the vendor portal. Hard copies are no longer available for purchase.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A - General Engineering** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

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Plans and Specifications are available for inspection at City of Industry City Hall located at 15625 E. Stafford Street, City of Industry, California 91744. City Hall Hours are: Monday-Thursday, 8:00 a.m. to 5:00 p.m. and Fridays from 8:00 a.m. to 4:00 p.m.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **Friday, July 26, 2019 at 5:00 P.M.**

The bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **CITY OF INDUSTRY**. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the CITY. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited. If the bid guarantee is a Cashier's Check it must be delivered to City Hall prior to the bid opening date and time. The Cashier's Check shall be sealed in an envelope, endorsed as follows: CIP-STR-19-043-B - ANNUAL STREET REHABILITATION FY 19, City of Industry City Hall, 15625 E. Stafford Street, City of Industry, California 91744. If a bid bond is chosen, a scanned PDF will be accepted through PlanetBids™, however, the three apparent low bidders will be contacted to submit the original bid bond to the City and will be given a deadline to submit.

The CITY may, upon refusal or failure of a successful responsible bidder to accept the contract, award it to the next lowest bidder. If the CITY awards the contract to the second lowest bidder, the amount of the lowest bidder's bid guarantee shall be applied by the CITY to the difference between the low bid and the second lowest bid; the surplus, if any, shall be returned to the lowest bidder if cash is used, or to the surety company if a bond is used.

The successful bidder will be required to furnish a labor and materials bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price. A maintenance bond equal to ten percent (10%) of the total bid price amount is to remain in force for one (1) year after the date of completion of work, shall be submitted prior to execution of contract. The above bonds shall be secured by a surety company satisfactory to the CITY, and licensed as a Surety Insurer in the State of California and rated at least B+:V in the latest "Best's Insurance Guide." The attached bond forms shall be used without exception.

## **CONTRACTOR**

### **INSURANCE**

Prior to the beginning of and throughout the duration of the Project, Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to the City.

Contractor shall provide the following types and amounts of insurance:

Without limiting Contractor's indemnification of City, and prior to commencement of the Project, Contractor shall obtain, provide and maintain at its own expense during the term of this

Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

**General Liability Insurance.** Contractor 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 \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$5,000,000 completed operations aggregate. 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.** Contractor 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 Contractor 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 combined single limit for each accident.

**Umbrella or Excess Liability Insurance.** Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

**Workers’ Compensation Insurance.** Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Contractor’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

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

**Pollution Liability Insurance.** Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as “covered

operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

**Completed Operations Coverage.** Products/completed operations coverage shall extend a minimum of ten years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Other provisions or requirements:

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

**Duration of Coverage.** Contractor 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 work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

**Primary/Noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the 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 the 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 requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the 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 or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor 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).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Notice of Cancellation.** Contractor 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, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella 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 Contractor'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.** Contractor 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 Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor 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 Requirements.** 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 Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

**Self-insured Retentions.** Any self-insured retentions must be declared to and approved by City. 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.** Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional Insurance.** Contractor 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 pros

#### EXPERIENCE AND SAFETY

The successful bidder may be required to submit a statement attesting to its financial responsibility, technical ability, experience, and safety record.

#### PREVAILING WAGES

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 ", for Los Angeles County. Wage rates shall conform to those on file at City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
  - (i) Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
  - (ii) Section 1777.4, Apprenticeship Requirements.
  - (iii) Section 1777.5, Apprenticeship Requirements.
  - (iv) Section 1813, Penalty for Failure to Pay Overtime.
  - (v) Section 1810 and 1811, Working Hour Restrictions.
  - (vi) Section 1775, Payroll Records.
  - (vii) Section 1773.8, Travel and Subsistence Pay.

## CONTRACTOR REGISTRATION PROGRAM

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

## LABOR COMPLIANCE MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

## AGREEMENT

When the award of a contract is made to a corporation, the Agreement must be signed by the Secretary/Treasurer of the corporation in addition to the signature of the President/Vice

President, or the public agency needs to receive a copy of a resolution adopted by the Board of Directors of the corporation indicating that the party executing the contract has the authority to bind the corporation.

## SURETY BONDS

All surety bonds issued in connection with projects for public works must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The power of attorney and the bonds must be executed by the same person, and such signatures shall be notarized.

By the order of the **CITY OF INDUSTRY** dated **June 27, 2019**.

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Julie Gutierrez-Robles, Deputy City Clerk

**EXHIBIT D**

Reduced Set of Project Plans

[Attached]

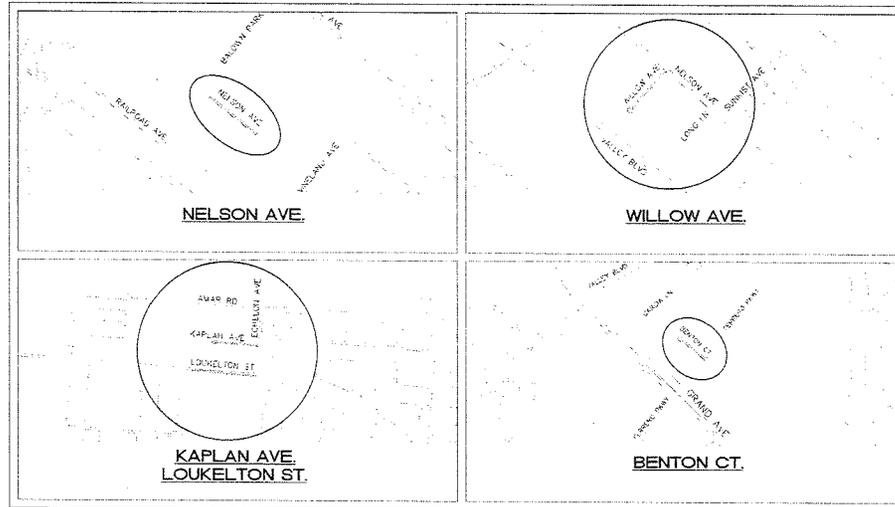
# CITY OF INDUSTRY IMPROVEMENT PROJECT NO. CIP-STR-19-043 ANNUAL STREET REHABILITATION FY 2019 CONTRACT NO. CIP-STR-19-043-B

## GENERAL NOTES

- UNLESS OTHERWISE NOTED, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2018 EDITION WITH ALL CURRENT SUPPLEMENTS, PUBLISHED BY SILVER BURDETT GINN INC., LOCATED AT 990 PARK CENTER DRIVE, SUITE E, VISTA, CA 92081 AND APPROPRIATE STANDARD DRAWINGS.
- BEFORE BEGINNING OF ANY WORK, OBTAIN A PERMIT FROM THE CITY OF INDUSTRY, 15851 E. STAFFORD STREET, CITY OF INDUSTRY, CA 91744, (626) 533-2211.
- ALL WORK COVERED BY THIS PLAN SHALL BE INSPECTED BY THE CITY ENGINEER, PROJECT JOB INSPECTION SERVICE SHALL BE MADE 24-HOURS IN ADVANCE AT (626) 333-0336.
- STREET IMPROVEMENT CONSTRUCTION SHALL BE DONE ACCORDING TO THE STANDARD PLANS OF THE CITY OF INDUSTRY AVAILABLE AT THE OFFICE OF THE CITY ENGINEER AT 15851 E. STAFFORD STREET, CITY OF INDUSTRY, CA 91744, (626) 333-2211.
- WORK IN EXISTING SIDWALKS SHALL BE COMPLETED AS SOON AS POSSIBLE TO MINIMIZE INTERFERENCES TO ADJACENT PROPERTY OWNERS AND THE TRAVELING PUBLIC. FAILURE TO COMPLY WITH THIS REQUIREMENT IS A VIOLATION OF CITY ORDINANCE.
- THE CONTRACTOR SHALL NOTIFY THE LOS ANGELES COUNTY FIRE DEPARTMENT (626) 953-1015 AND THE LOS ANGELES COUNTY DEPARTMENT (626) 333-2222 AT THE CITY OF INDUSTRY SUBSTATION AT LEAST 48-HOURS PRIOR TO START OF WORK.
- 48-HOURS PRIOR TO ANY STREET WORK, THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT AT 1 (800) 422-4133 AND OBTAIN AN UNDERGROUND UTILITY MARKING.
- THE BOTTOM OF UNDER SLAB OR UNGRADED HOSE BASE (UBB) IN ALL EXISTING ADDRESS BASE FOR ANY STREET IMPROVEMENT IS NOT ALLOWED.
- EXISTING CONCRETE IMPROVEMENTS AND ASPHALT CONCRETE "ELEMENTS" SHALL BE SAW CUT, FULL DEPTH, TO A TRUE LINE WHERE NEW CONCRETE OR ASPHALT IS TO BE Laid.
- ALL MANHOLES SHALL BE ADJUSTED TO FINISH GRADE IN ACCORDANCE WITH SECTION 403 OF THE STANDARD SPECIFICATIONS. CONTRACTOR SHALL NOTIFY COUNTY SANITATION DISTRICT OF LOS ANGELES COUNTY (CSD), SUPERVISOR OF MAINTENANCE, 15501 ARDENWAY, AT A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK IN THE AREA OF THIS MANHOLE. CONTRACTOR SHALL ASSIST IN THE ADJUSTMENT OF MANHOLES IN ACCORDANCE WITH THEIR PROCEDURES 9-1252, REV. 9/98.
- THE CONTRACTOR SHALL PROTECT AND RESTORE EXISTING UTILITIES AND IMPROVEMENTS AS PER SECTION 402-2, 5-1 AND 7-5 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES OF EVERY NATURE WHETHER SHOWN HERETO OR NOT TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF SUCH UTILITIES DAMAGED BY OPERATIONS IN CONNECTION WITH THE PROSECUTION OF THE WORK.
- THE FOLLOWING IS A LIST OF THE UTILITY COMPANIES AND THE PERSONS TO CONTACT REGARDING THE RESPECTIVE UTILITIES WITHIN THE LIMITS OF THIS PROJECT:  
 MR. JIM BOLLER  
 FIDUCIARY CALIFORNIA INC (909) 489-6599  
 MR. PAUL GARAVITO JR  
 SAN GABRIEL VALLEY WATER COMPANY (924) 201-7343  
 MR. MICHAEL COVARRUBIAS  
 SD CALIFORNIA GAS COMPANY (714) 534-7260  
 MR. MICHAEL BYRD (DISTRIBUTION)  
 SOUTHERN CALIFORNIA Edison (909) 592-3725  
 MR. MARVIN KAISER  
 SUBURBAN WATER SYSTEMS (626) 543-2672  
 MR. ABDUL ERDUM  
 SANITATION DISTRICT OF LA COUNTY (626) 952-8605 EXT 6204

## NOTICE TO CONTRACTOR

APPROVAL OF THIS PLAN BY THE ENGINEER AND CITY ENGINEER DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATION OF OR THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS.



VICINITY MAPS  
NOT TO SCALE

## INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1	TITLE SHEET, VICINITY MAP, GENERAL NOTES, CONSTRUCTION NOTES, INDEX OF DRAWINGS, NOTICE TO CONTRACTOR AND LEGEND
2	NELSON AVE STREET IMPROVEMENT PLAN
3	WILLOW AVE STREET IMPROVEMENT PLAN
4	KAPLAN AVE STREET IMPROVEMENT PLAN
5	LOUKELTON ST STREET IMPROVEMENT PLAN
6	BENTON CT STREET IMPROVEMENT PLAN

## CONSTRUCTION NOTES:

- COLD MILL AC PAVEMENT, 2" THICK
- CONSTRUCT 2" AC PAVEMENT OVERLAY
- SAWLETT AND REPAIR EXISTING SIDEWALK, INCLUDING BASE
- SAWLETT AND REPAIR EXISTING CURB AND GUTTER, INCLUDING BASE
- SAWLETT AND REPAIR EXISTING DRIVEWAY, INCLUDING BASE
- SAWLETT AND RECONSTRUCT PEDESTAL RAMP PER CITY TRAFFIC STANDARD PLAN NO. 111A, CASE PER PLAN
- REMOVE AND INSTALL DETECTABLE WARNING SURFACE PER DEFTRANS STANDARD PLAN NO. 111B
- ADJUST STAKE MANHOLE FRAME AND COVER TO FINISH GRADE
- ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO FINISH GRADE
- CONSTRUCT DRIVEWAY FOR CITY OF INDUSTRY STD. PLAN NO. 111A
- CONSTRUCT 4" PCC SIDEWALK PER CITY OF INDUSTRY STD. PLAN 111
- CONSTRUCT STREET PAVE CUT PER CITY OF INDUSTRY STD. PLAN 111
- PAINT CURB REEL

## SPECIAL NOTATIONS:

- ◇ PROTECT IN PLACE
- ◇ EXISTING WATER ABOVE COVER TO BE ADJUSTED TO GRADE
- ◇ EXISTING GAS ABOVE COVER TO BE ADJUSTED TO GRADE BY OTHERS

## SYMBOLS AND LEGEND:

=====	NEW CURB & GUTTER	-----	EXIST. EDISON LINE
-----	EXIST. CURB & GUTTER	-----	EXIST. STREET LIGHT ELECT. LINE
-----	EXIST. STORM DRAIN MANHOLE	-----	EXIST. TRAFFIC SIGNAL ELECT. LINE
-----	EXIST. WATER VALVE	-----	EXIST. TRAFFIC LOOP ELECT. LINE
-----	EXIST. ELECTRICAL MANHOLE	-----	EXIST. TEL. LINE
-----	EXIST. TELEPHONE VAULT	-----	EXIST. GAS LINE
-----	EXIST. ELECTRICAL MANHOLE	-----	EXIST. WATER LINE
-----	EXIST. ELECTRICAL VAULT	-----	EXIST. STORM DRAIN LINE
-----	EXIST. SEWER MANHOLE	-----	EXIST. SEWER LINE
-----	EXIST. SIGN	-----	EXIST. CHAIN LINK FENCE
-----	EXIST. POWER POLE	-----	EXIST. DRIVEWAY
-----	EXIST. CATCH BASIN	-----	EXIST. FIRE HYDRANT
-----	EXIST. STREET LIGHT	-----	EXIST. TREE
-----	NEW AC PAVEMENT		



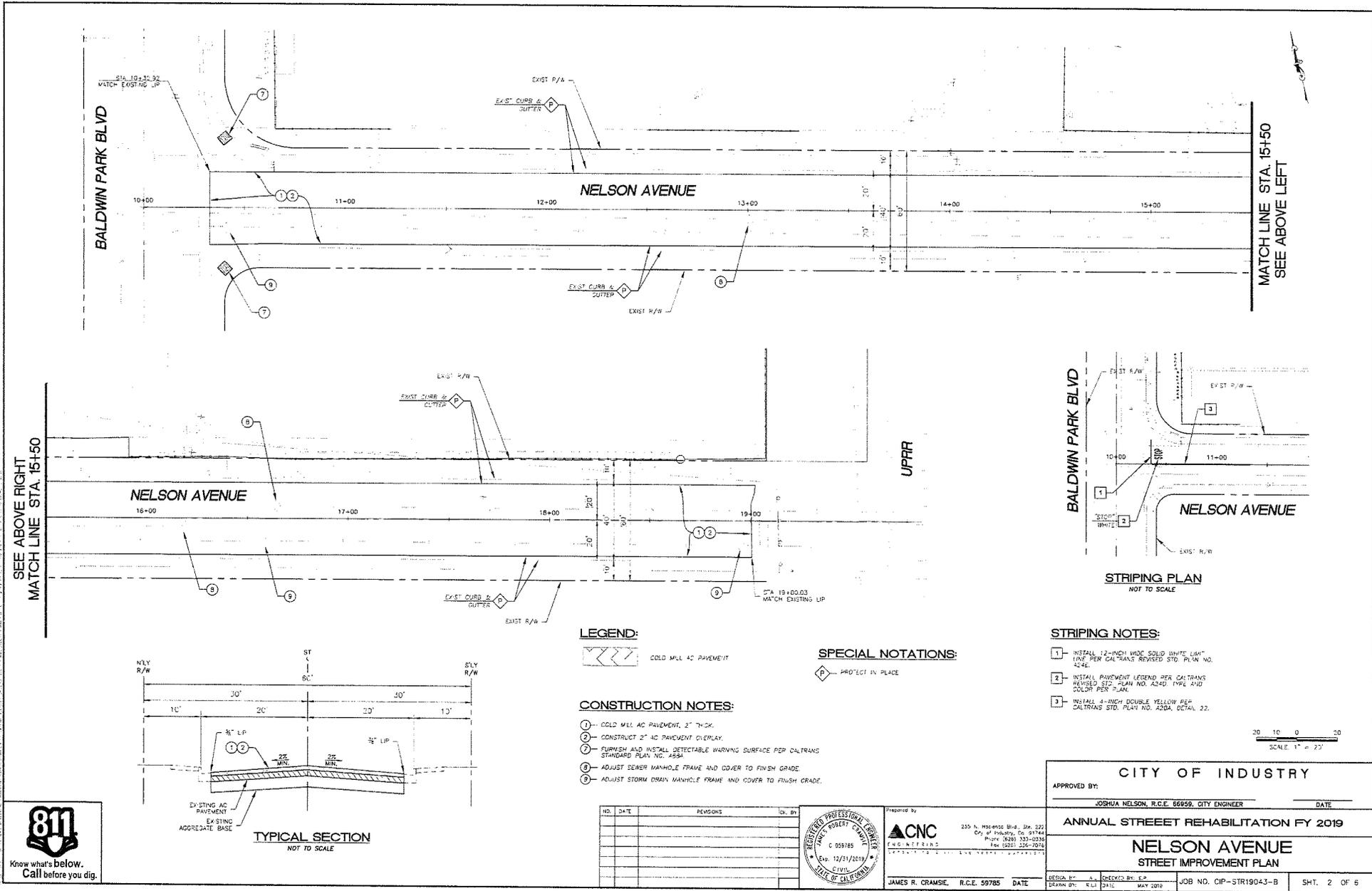
CITY OF INDUSTRY

INCORPORATED JUNE 11, 1901  
P.O. Box 3366, City of Industry, California 91744  
Administrative Offices 15625 E. Stafford Street  
(626) 333-9211



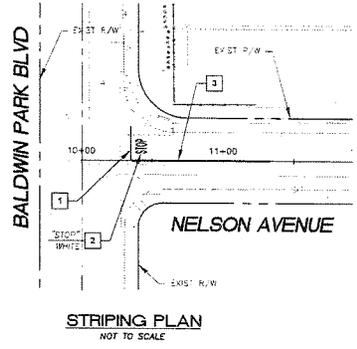
Prepared by:  
**CNC**  
 ENGINEERS  
 220 W. INGLEWOOD BLVD., SUITE 222  
 CITY OF INDUSTRY, CA 91744  
 PHONE: (626) 333-0956  
 FAX: (626) 333-3076

CITY OF INDUSTRY			
APPROVED BY:			
JOSHUA NELSON, PE CITY ENGINEER		DATE	
<b>ANNUAL STREET REHABILITATION FY 2019</b>			
TITLE SHEET, VICINITY MAP, GENERAL NOTES, CONSTRUCTION NOTES, INDEX OF DRAWINGS, NOTICE TO CONTRACTOR AND LEGEND			
DESIGN BY: J.C.	CHECKED BY: J.C.	JOB NO: CIP-STR-19-043-B	SHT. 1 OF 6
DRAWN BY: R.L.T.	DATE: JUNE 2019		

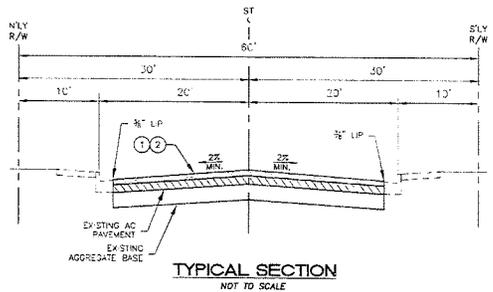


MATCH LINE STA. 15+50  
SEE ABOVE LEFT

SEE ABOVE RIGHT  
MATCH LINE STA. 15+50



STRIPING PLAN  
NOT TO SCALE



TYPICAL SECTION  
NOT TO SCALE

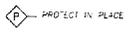
**LEGEND:**



**CONSTRUCTION NOTES:**

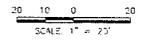
- ① - COLD MILL AC PAVEMENT, 2" THICK.
- ② - CONSTRUCT 2" AC PAVEMENT OVERLAY.
- ③ - FURNISH AND INSTALL DETECTABLE WARNING SURFACE PER CALTRANS STANDARD PLAN NO. 455A.
- ④ - ADJUST SEWER MANHOLE FRAME AND COVER TO FINISH GRADE.
- ⑤ - ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO FINISH GRADE.

**SPECIAL NOTATIONS:**

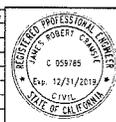


**STRIPING NOTES:**

- 1 - INSTALL 12-INCH WIDE SOLID WHITE LINE PER CALTRANS REVISED STD. PLAN NO. 24-6E.
- 2 - INSTALL PAVEMENT LEGEND PER CALTRANS REVISED STD. PLAN NO. A34D TYPE A AND COLOR PER PLAN.
- 3 - INSTALL 4-INCH DOUBLE YELLOW PER CALTRANS STD. PLAN NO. A30A, DETAIL 22.



NO.	DATE	REVISIONS	DR. BY

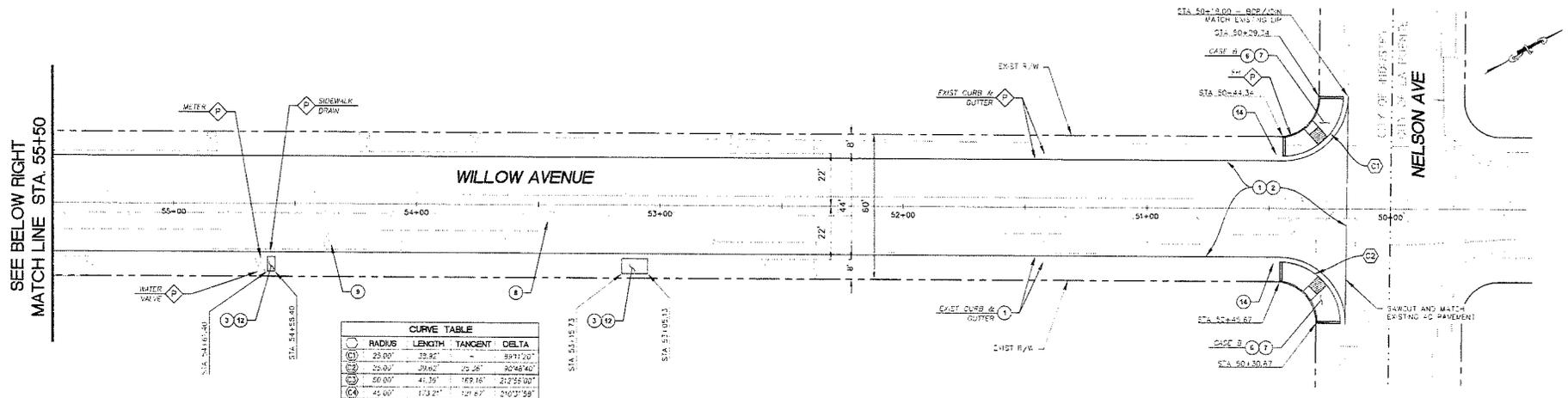


Prepared by:  
**CNC**  
 ENGINEERS  
 255 N. HENRIE BLVD., STE. 222  
 CITY OF INDUSTRY, CA 91744  
 PHONE: (909) 333-0234  
 FAX: (924) 236-7076  
 C 059785  
 Exp. 12/31/2019  
 CIVIL

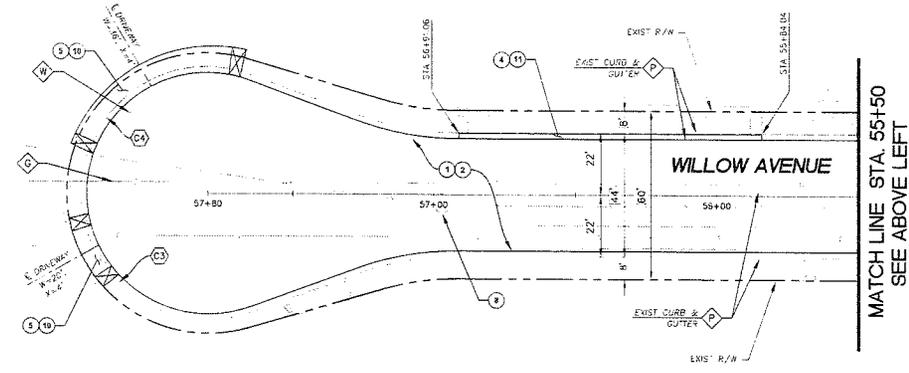
<b>CITY OF INDUSTRY</b>	
APPROVED BY:	DATE:
JOSHUA NELSON, R.C.E. 56959, CITY ENGINEER	
<b>ANNUAL STREET REHABILITATION FY 2019</b>	
<b>NELSON AVENUE</b>	
<b>STREET IMPROVEMENT PLAN</b>	
DESIGN BY: A	CHECKED BY: E.P.
DRAWN BY: K.L.J.	DATE: MAY 2018
JOB NO. CIP-STR19043-B	
SHT. 2 OF 6	



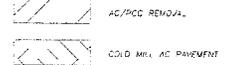
SEE BELOW RIGHT  
MATCH LINE STA. 55+50



CURVE TABLE			
RADIUS	LENGTH	TANGENT	DELTA
25.00'	39.92'	22.26'	90°11'02"
25.00'	39.92'	22.26'	90°11'02"
50.00'	41.39'	18.16'	212°52'00"
45.00'	173.21'	121.87'	210°12'58"



**LEGEND:**

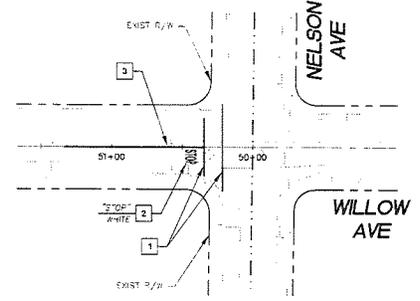


**CONSTRUCTION NOTES:**

- 1- COLD MILL AC PAVEMENT, 2" THICK
- 2- CONSTRUCT 2" AC PAVEMENT OVERLAY
- 3- SAWCUT AND REMOVE EXISTING SIDEWALK, INCLUDING BASE
- 4- SAWCUT AND REMOVE EXISTING CURB AND GUTTER, INCLUDING BASE
- 5- SAWCUT AND REMOVE EXISTING DRIVEWAY, INCLUDING BASE
- 6- SAWCUT AND RECONSTRUCT PEDESTRIAN RAMP PER CALTRANS STANDARD PLAN NO. ABEA. (SEE PER PLAN)
- 7- FINISH AND INSTALL DETECTABLE WARNING SURFACE PER CALTRANS STANDARD PLAN NO. ABEA
- 8- ADJUST SEWER MANHOLE FRAME AND COVER TO FINISH GRADE
- 9- ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO FINISH GRADE
- 10- CONSTRUCT DRIVEWAY PER CITY OF INDUSTRY STD. PLAN NO. 114
- 11- CONSTRUCT 8" CURB AND GUTTER PER CITY OF INDUSTRY STD. PLAN NO. 112, TYPE PER PLAN
- 12- CONSTRUCT 4" PCC SIDEWALK PER CITY OF INDUSTRY STD. PLAN 115
- 14- PAINT CURB RED.

**SPECIAL NOTATIONS:**

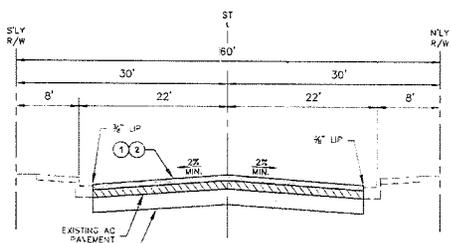
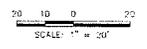
- P - PROTECT IN PLACE
- M - EXISTING WATER VALVE COVER TO BE ADJUSTED TO GRADE
- G - EXISTING GAS VALVE COVER TO BE ADJUSTED TO GRADE



**STRIPING PLAN**  
NOT TO SCALE

**STRIPING NOTES:**

- 1- INSTALL 12-INCH WIDE SOLID WHITE LANE LINE PER CALTRANS REVISED STD. PLAN NO. 424E
- 2- INSTALL PAVEMENT LEGEND PER CALTRANS REVISED STD. PLAN NO. 424D, TYPE AND COLOR PER PLAN
- 3- INSTALL 4-INCH DOUBLE YELLOW PER CALTRANS STD. PLAN NO. 424A, DETAIL 22.



**TYPICAL SECTION**  
NOT TO SCALE

NO.	DATE	REVISIONS	BY



Prepared by:  
**ACNC**  
ENGINEERING  
355 N. Waterford Blvd., Ste. 202  
City of Industry, CA 91714  
Phone (626) 251-0336  
Fax (626) 336-7979

**CITY OF INDUSTRY**

APPROVED BY: \_\_\_\_\_ DATE \_\_\_\_\_  
**JOSHUA NELSON, R.C.E. 66959, CITY ENGINEER**

**ANNUAL STREET REHABILITATION FY 2019**

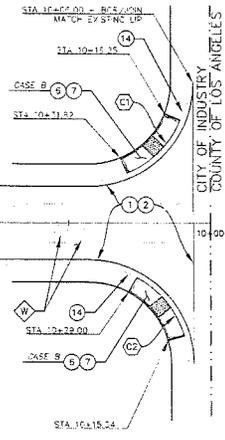
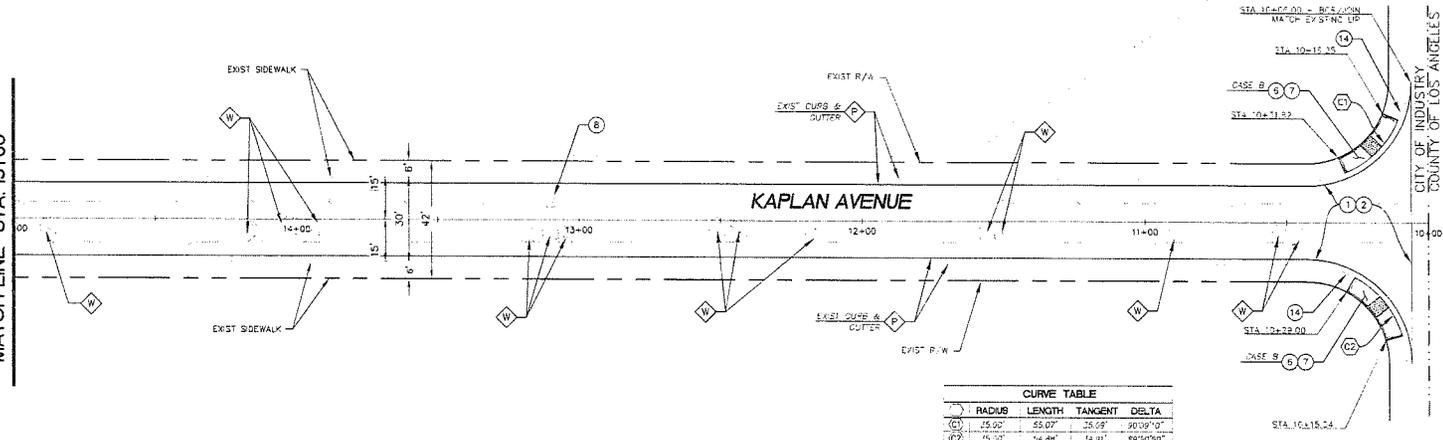
**WILLOW AVENUE**  
STREET IMPROVEMENT PLAN

DESIGN BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_ R.L.J. DATE: APR 2019

JOB NO. CIP-STR19043-B SHT. 3 OF 6



SEE BELOW RIGHT  
MATCH LINE STA. 15+00



CURVE TABLE				
NO.	RADIUS	LENGTH	TANGENT	DELTA
(1)	15.00'	55.07'	75.09'	90°09'00"
(2)	15.00'	54.88'	74.91'	89°50'30"
(3)	65.00'	41.36'	21.23'	82°54'12"
(4)	24.00'	142.42'	-	297°48'28"
(5)	65.00'	41.36'	21.23'	305°14'00"

**LEGEND:**

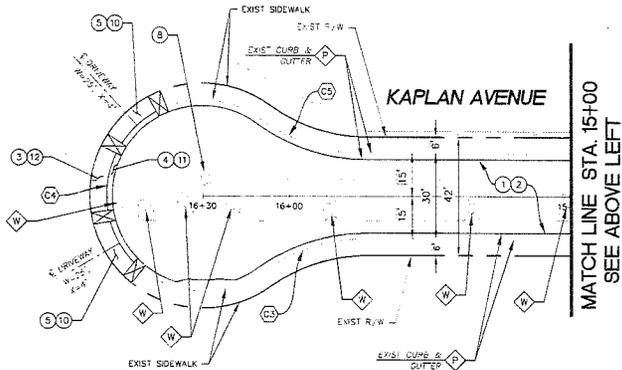
- AC/PCC REMOVAL
- COLD MILL AC PAVEMENT

**CONSTRUCTION NOTES:**

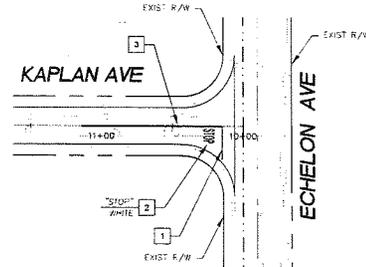
- 1 COLD MILL AC PAVEMENT, 2" THICK
- 2 CONSTRUCT 2" AC PAVEMENT OVERLAY
- 3 SNAZOUT AND REMOVE EXISTING SIDEWALK, INCLUDING BASE
- 4 SNAZOUT AND REMOVE EXISTING CURB AND GUTTER, INCLUDING BASE
- 5 SNAZOUT AND REMOVE EXISTING DRIVEWAY, INCLUDING BASE
- 6 SNAZOUT AND RECONSTRUCT PAVED DRIVEWAY MARK PER CALTRANS STANDARD PLAN NO. 458A, CASE PER PLAN
- 7 FURNISH AND INSTALL DETECTABLE BARRING SURFACE 4x4 CALTRANS STANDARD PLAN NO. 458A
- 8 ADJUST SEWER MANHOLE FRAME AND COVER TO FINISH GRADE
- 9 CONSTRUCT DRIVEWAY PER CITY OF INDUSTRY STD. PLAN NO. 114
- 10 CONSTRUCT 8" CURB AND GUTTER PER CITY OF INDUSTRY STD. PLAN NO. 112, TYPE PER PLAN
- 11 CONSTRUCT 4" FOG SIDEWALK PER CITY OF INDUSTRY STD. PLAN NO. 115
- 12 PAINT CURB RED

**SPECIAL NOTATIONS:**

- PROTECT IN PLACE
- EXISTING WATER VALVE COVER TO BE ADJUSTED TO GRADE



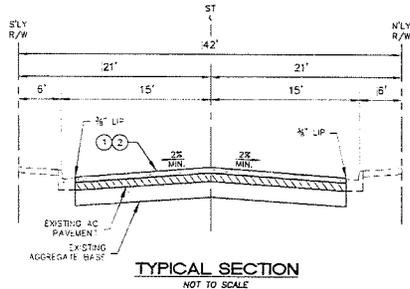
MATCH LINE STA. 15+00  
SEE ABOVE LEFT



**STRIPING PLAN**  
NOT TO SCALE

**STRIPING NOTES:**

- 1 INSTALL 12-INCH WIDE SOLID WHITE LIMIT LINE PER CALTRANS REVISED STD. PLAN NO. 424E
- 2 INSTALL PAVEMENT LEGEND PER CALTRANS REVISED STD. PLAN NO. 424C, TYPE AND COLOR PER PLAN
- 3 INSTALL 4-INCH DOUBLE YELLOW PER CALTRANS STD. PLAN NO. 422A, DETAIL 22



**TYPICAL SECTION**  
NOT TO SCALE

20 10 0 20  
SCALE: 1" = 20'



NO.	DATE	REVISIONS	OK BY



APPROVED BY:  
JOSHUA NELSON, R.C.E. 66950, CITY ENGINEER DATE

DESIGNED BY: JAMES R. GRAMSE, R.C.E. 59785 DATE

CHECKED BY: JLR MAY 2019

**CITY OF INDUSTRY**

APPROVED BY: JOSHUA NELSON, R.C.E. 66950, CITY ENGINEER DATE

**ANNUAL STREET REHABILITATION FY 2019**

**KAPLAN AVENUE STREET IMPROVEMENT PLAN**

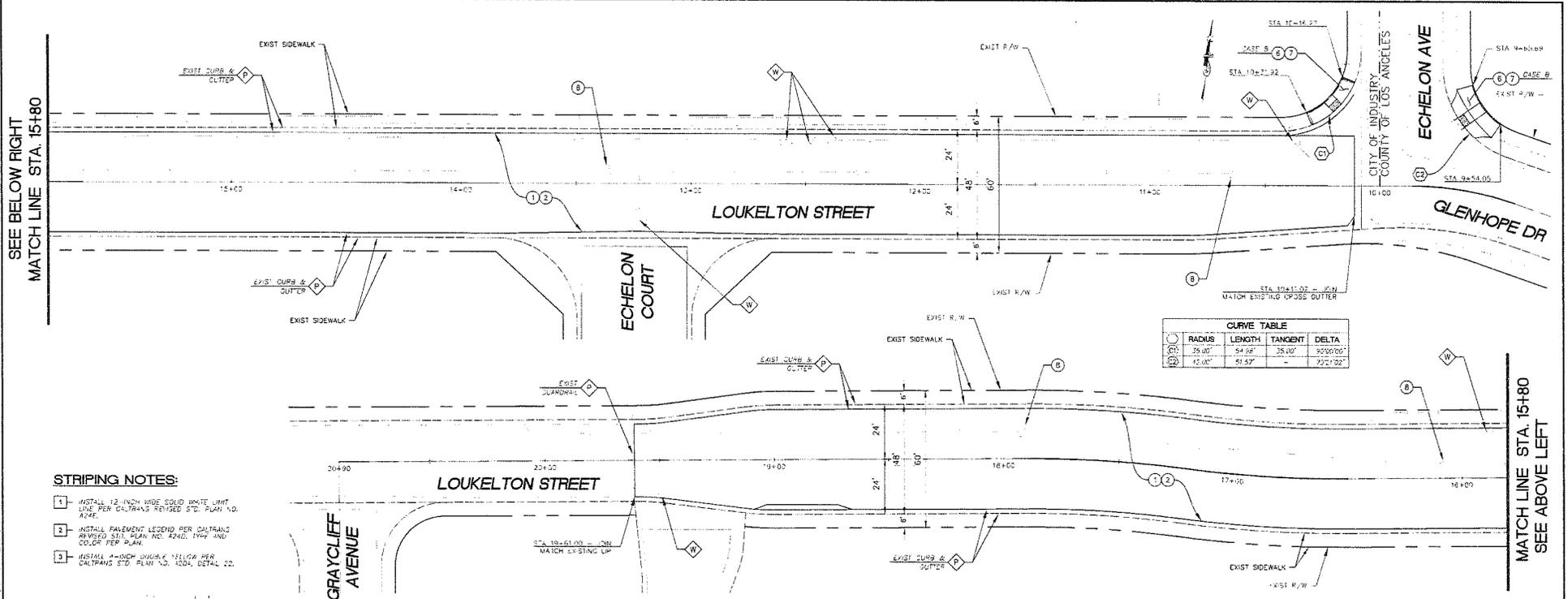
DESIGN BY: JLR CHECKED BY: JLR JOB NO. CIP-STR19043-B SHT. 4 OF 6

DRAWN BY: RLL DATE: MAY 2019

Prepared by:

**CNC** ENGINEERING

255 N. Meadows Blvd., Ste. 277  
City of Industry, CA 91714  
Phone: (626) 352-0336  
Fax: (626) 352-7926

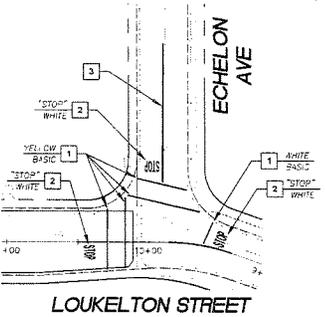


SEE BELOW RIGHT  
MATCH LINE STA. 15+80

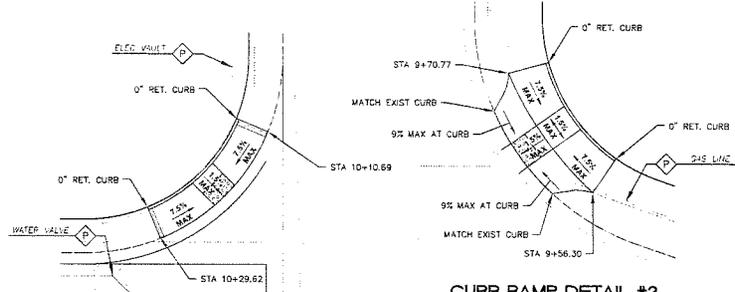
MATCH LINE STA. 15+80  
SEE ABOVE LEFT

- STRIPING NOTES:**
1. INSTALL 12-INCH WIDE SOLID WHITE LIGHT LINE PER CALTRANS REVISED STD. PLAN NO. 424E.
  2. INSTALL PAVEMENT LEGEND PER CALTRANS REVISED STD. PLAN NO. 424D, TYPE AND COLOR PER PLAN.
  3. INSTALL 4-INCH DOUBLE YELLOW PER CALTRANS STD. PLAN NO. 420A, DETAIL 22.

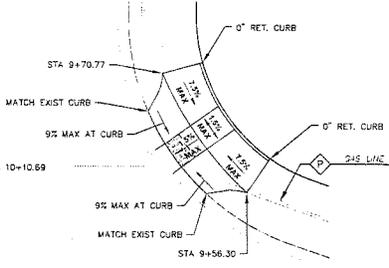
CURVE TABLE			
RADIUS	LENGTH	TANGENT	DELTA
25.00'	54.96'	38.10'	92°00'00"
12.00'	51.57'	-	222°19'27"



STRIPING PLAN  
NOT TO SCALE



CURB RAMP DETAIL #1  
NW CORNER OF LOUKELTON ST  
AND ECHELON AVE  
NOT TO SCALE

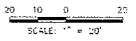


CURB RAMP DETAIL #2  
NE CORNER OF LOUKELTON ST  
AND ECHELON AVE  
NOT TO SCALE

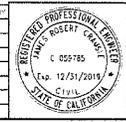
- LEGEND:**
- AC/ACC REMOVAL
  - COLD MILL AC PAVEMENT

- SPECIAL NOTATIONS:**
- PROTECT IN PLACE
  - EXISTING WATER VALVE COVER TO BE ADJUSTED TO GRADE

- CONSTRUCTION NOTES:**
1. COLD MILL AC PAVEMENT, 2" THICK.
  2. CONSTRUCT 2" AC PAVEMENT OVERLAY.
  3. GRADY AND RECONSTRUCT WHEELWELL RAMP PER CALTRANS STANDARD PLAN NO. 426B, CHECK PER PLAN.
  4. FURNISH AND INSTALL DETECTABLE WARPING SURFACE PER CALTRANS STANDARD PLAN NO. 426A.
  5. ADJUST SEWER MANHOLE FRAME AND COVER TO FINISH GRADE.



NO	DATE	REVISIONS	OK BY



Prepared by:  
**CNC**  
ENGINEERING  
255 N. Washington Ave., Ste. 222  
City of Industry, CA 91744  
Phone (909) 232-5536  
Fax (909) 232-7070

**CITY OF INDUSTRY**

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
JOSHUA NELSON, R.C.E. 86959, CITY ENGINEER

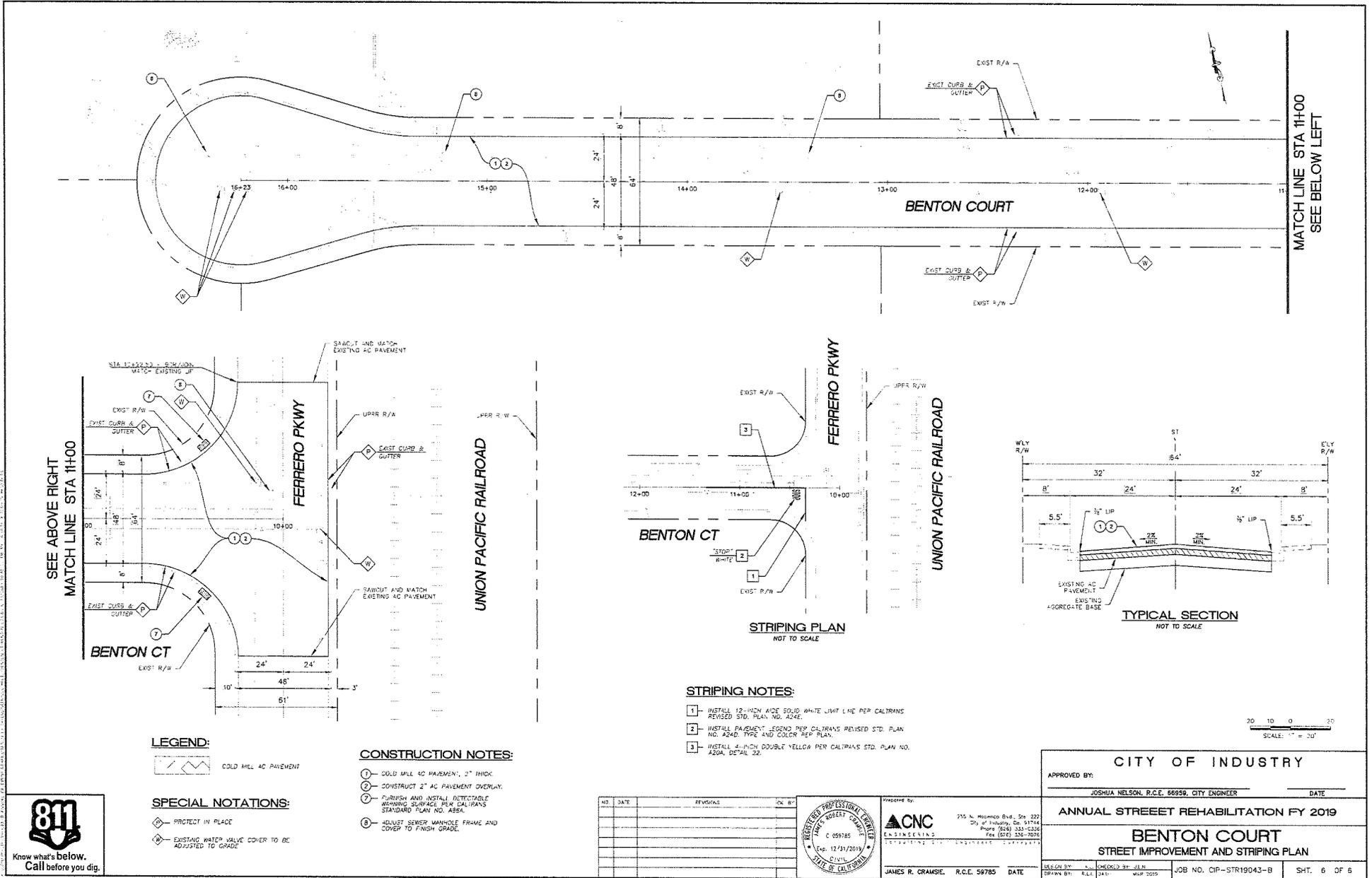
**ANNUAL STREET REHABILITATION FY 2019**

**LOUKELTON STREET  
STREET IMPROVEMENT AND STRIPING PLAN**

DESIGNED BY: JRM  
DRAWN BY: NLL  
DATE: MAY 2019

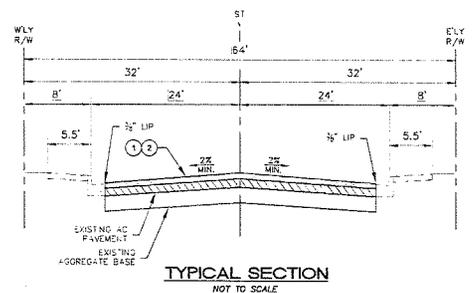
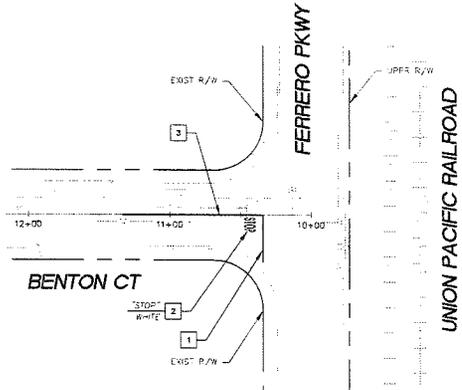
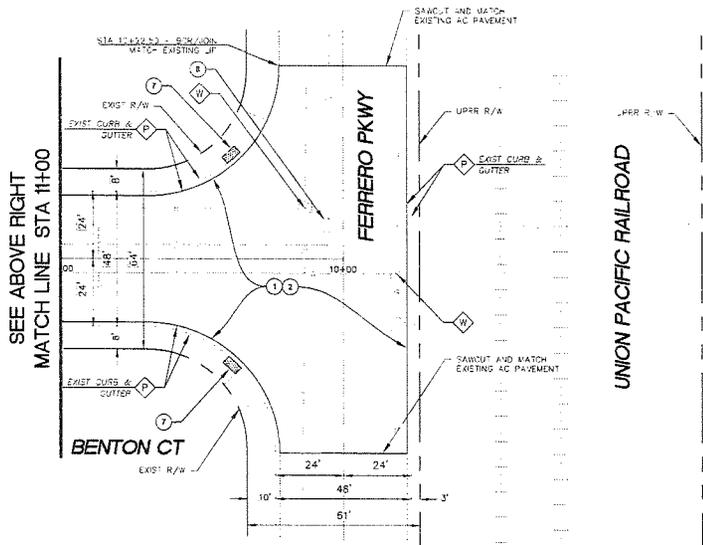
JAMES R. CRAMSE, R.C.E. 59785 DATE: \_\_\_\_\_

JOB NO. CIP-STR19043-B SHT. 5 OF 6



SEE ABOVE RIGHT  
MATCH LINE STA 11+00

MATCH LINE STA 11+00  
SEE BELOW LEFT



- STRIPING NOTES:**
- 1 - INSTALL 12-INCH WIDE SOLID WHITE LIFT LINE PER CALTRANS REVISED STD. PLAN NO. A24E.
  - 2 - INSTALL PAVEMENT SEGMENTS PER CALTRANS REVISED STD. PLAN NO. A24D TYPE AND COLOR PER PLAN.
  - 3 - INSTALL 4-INCH DOUBLE YELLOW PER CALTRANS STD. PLAN NO. A20A, DETAIL 32.



**LEGEND:**  
 COLD MILL AC PAVEMENT

- CONSTRUCTION NOTES:**
- 1 - COLD MILL AC PAVEMENT, 2" THICK
  - 2 - CONSTRUCT 2" AC PAVEMENT OVERLAY.
  - 3 - FURNISH AND INSTALL DETECTABLE WARNING SURFACE PER CALTRANS STANDARD PLAN NO. A8A.
  - 8 - ADJUST SEWER MANHOLE FRAME AND COVER TO FINISH GRADE.

**SPECIAL NOTATIONS:**

- PROTECT IN PLACE
- EXISTING WATER VALVE COVER TO BE ADJUSTED TO GRADE



NO.	DATE	REVISIONS	CHK BY



DESIGNED BY: JAMES R. GRAMSE, R.C.E. 59785 DATE: \_\_\_\_\_  
 CHECKED BY: JLM DATE: \_\_\_\_\_  
 DRAWN BY: R.L.L. DATE: \_\_\_\_\_

**CITY OF INDUSTRY**

APPROVED BY: \_\_\_\_\_  
 JOSHUA NELSON, R.C.E. 66659, CITY ENGINEER DATE: \_\_\_\_\_

**ANNUAL STREET REHABILITATION FY 2019**

**BENTON COURT**  
**STREET IMPROVEMENT AND STRIPING PLAN**

DESIGN BY: JRM CHECKED BY: JLM JOB NO. CIP-STR19043-B SHT. 6 OF 6  
 DRAWN BY: R.L.L. DATE: MAR 2019

*CITY COUNCIL*

ITEM NO. 7.1



# CITY OF INDUSTRY

## MEMORANDUM

**To:** Honorable Mayor Moss and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*  
Julie Gutierrez- Robles, Deputy City Clerk *JGR*  
Lynn Thompson, Administrative Technician II *LT*

**DATE:** June 27, 2019

**SUBJECT:** Update regarding past meeting minutes

---

### **BACKGROUND:**

The January 2019, State Controller report stated that the City is missing 224 of 297 Meeting Minutes from January 1, 2016 to October 1, 2018. As of February 21, 2019, 161 of 297 were still outstanding. As of June 27, 2019, 99 of 297 are currently outstanding.

In addition to working diligently to complete the remaining 99 outstanding minutes the City Clerk's Office has been current since August 2018 to present, for all 8 commissions. Exhibit A shows the remaining 99 outstanding Meeting Minutes for all commissions that will be completed within the next 3 months.

### **RECOMENDATION:**

Receive and file

### **Exhibit:**

A. June 27, 2019 Meeting Minute list

# Exhibit A

## Minutes Not Complete As of 6-27-19

<u>City Council</u>	<u>CRIA</u>	<u>IPFA</u>	<u>IPHMA</u>	<u>IPUC</u>	<u>PC</u>	<u>SA</u>	<u>THCA</u>	<u>Total</u>
3/24/2016	4/13/16	2/23/2017	1/11/17	1/19/16	8/11/2016	6/23/2016		
4/14/2016	5/11/16	6/8/2017	4/12/17	4/21/16	9/22/2016	7/14/2016		
4/28/2016	6/8/16		5/3/17	5/19/16	10/13/2016	7/28/2016		
9/8/2016	7/13/16		5/8/17	6/9/16	11/10/2016	9/8/2016		
9/22/2016	8/10/16		6/14/17	6/16/16		9/22/2016		
			6/26/17	7/11/16	2/7/2017	10/13/2016		
2/23/2017	6/14/17		7/12/17	7/21/16	5/9/2017	10/27/2016		
3/9/2017	7/12/17		8/9/17	8/18/16	7/11/2017	12/22/2016		
3/23/2017	8/9/17		8/22/17	12/8/16	9/12/2017			
4/13/2017	8/17/17		9/25/17		11/7/2017	1/12/2017		
4/27/2017	9/13/17		10/11/17	1/19/17		1/13/2017		
5/9/2017	10/11/17			2/16/17	1/9/2018	4/27/2017		
5/25/2017	11/8/17		6/20/18	4/13/17	2/6/2018	6/8/2017		
6/8/2017	12/13/17		7/11/18	4/27/17	2/13/2018	6/22/2017		
6/13/2017				5/25/17	3/6/2018			
6/22/2017				6/22/17	6/12/2018			
7/13/2017								
7/27/2017					4/9/2019			
8/10/2017								
8/24/2017								
9/14/2017								
9/28/2017								
11/9/2017								
2/8/2018								
3/8/2018								
3/14/2018								
5/10/2018								
5/15/2018								
7/26/2018								
<b>28</b>	<b>13</b>	<b>2</b>	<b>13</b>	<b>15</b>	<b>15</b>	<b>13</b>	<b>0</b>	<b>99</b>

**Total Not Complete = 99**

*CITY COUNCIL*

ITEM NO. 7.2



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss 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:** June 27, 2019

**SUBJECT:** Consideration of Change Order Nos. 2, 3 and 4 for the Expo Center Main Gate Improvements Project, with Sidra Group, Inc., dba Trinity Fence (Agreement No. DS-18-024-B, Project No. CIP-EXPO-18-008-B)

---

### Background:

On May 10, 2018, the City Council awarded Agreement No. DS-18-024-B for Expo Main Gate Improvements to Sidra Group, Inc., dba Trinity Fence, and appropriated \$239,851.20 to this project. This project provides for the replacement of a vehicle access gate, and includes, but is not limited to, the removal of the center pillars, replacement of the entrance and exit gates, upgrade of the gate system equipment, removal of the existing conduits and wires, installation of new conduits and wires, repaving and striping.

### Discussion:

After the project was awarded, the Contractor incurred costs which were not originally anticipated in the contract's scope of work.

On January 10, 2019, City Council approved the following change order in the amount of **\$16,839.00**:

- **Change Order No. 1:** Costs in the amount of \$16,839.00 were approved to re-route an existing sewer line which was interfering with the new gate post foundation.

As of June 20, 2019, the Contract City Engineer has reviewed the following change orders for completeness and accuracy as to the materials and labor included:

- **Change Order No. 2:** The original design of the gate did not allow for the gate panels to open and close separately. A simple solution was to install a push button in the guard shack which gives the guard the ability to open and close each panel separately. Staff also requested the Contractor to install new longer barrier arms since the gate entrance is wider and the existing barrier arms were too short. The

cost to replace the arms totals \$922.13. Total amount for this change order is \$2,422.13.

- **Change Order No. 3:** The original specifications did not require the Contractor to close the main entrance during construction of the gate improvements. The intent was to work on half of the entrance at a time. However, after construction began it became apparent that there were potential safety concerns to residents, vendors and security personnel. Therefore, the Contractor was directed to close the entrance in its entirety. This required securing the area with temporary chain link fence and installation of traffic control devices which included closure of the left turn pocket and the right turn pocket on Temple Ave. The total cost to perform this work totals \$9,849.04.
- **Change Order No. 4:** All pavement and concrete work is complete. Final measured quantities for the following bid items is as follows:

**Over-runs** – Total cost for over-runs is \$5,667.00 per the Bid Items below:

*Bid Item No. 12, AC Pavement* –Place an additional 29 tons @ \$153.00/ton = \$4,437.00. Verified from asphalt tickets.

*Bid Item No. 14 - PCC (Portland cement concrete) curb* – Added an additional 30 lineal feet of curb @ \$41.00/LF = \$1,230.00

The net increase in cost totals \$6,897.00.

**Fiscal Impact:**

On May 10, 2018, the City Council awarded \$199,876.00 to Sidra Group, Inc., dba Trinity Fence and appropriated \$239,851.20 to the project.

Table 1 - Summary of Project Costs

Contract Amount	\$199,876.00
Change Order No. 1	\$16,839.00
Change Order No. 2	\$2,422.13
Change Order No. 3	\$9,849.04
Change Order No. 4	\$5,667.00
<b>Revised Project Cost</b>	<b>\$234,653.17</b>

The revised contract amount including Change Orders 1 through 4 totals \$234,653.17. The total amount appropriated for this project is \$239,851.20 and therefore, no additional appropriations are necessary.

**Recommendations:**

- 1.) Approve Change Order No. 2 in the amount of \$2,422.13 and authorize the Mayor to execute the approved change order; and
- 2.) Approve Change Order No. 3 in the amount of \$9,849.04 and authorize the Mayor to execute the approved change order; and
- 3.) Approve Change Order No. 4 in the amount of \$5,667.00 and authorize the Mayor to execute the approved change order.

**Exhibits:**

- A. Change Order No. 2 dated June 27, 2019
- B. Change Order No. 3 dated June 27, 2019
- C. Change Order No. 4 dated June 27, 2019

---

TH/JN/GP:jv

**EXHIBIT A**

Change Order No. 2 dated June 27, 2019

[Attached]

**CITY OF INDUSTRY**

**CHANGE ORDER**

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

Change Order No. 2

Project Expo Main Gate Improvements Contract No. DS-18-039-B Date June 27, 2019

Type \_\_\_\_\_  
 Project Steel Gate Replacement Contractor Sidra Group, Inc., dba Trinity Fence

Location Expo Center Main Entrance

**Explanation:**

Install push button in guard house to operate gate panels separately and replace the barrier arms with longer ones

Extra Work by: \_\_\_\_\_ X \_\_\_\_\_ T & M  
 Contract Items 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	Install push button for gates	1	LS	\$1,500.00	
2	Replace barrier arms	1	LS	\$922.13	
<b>TOTAL COST</b>				<b>\$2,422.13</b>	

**T & M SUMMARY**

*Labor Cost	Total Labor per Day
*Equipment Cost (See attached breakdown)	Total Equipment per Day
*Material Cost	<b>Sub-Total</b> \$ -
(*Attach breakdown of labor, equipment and materials)	
<b>CHANGE ORDER SUMMARY</b>	% of Contract Amount
Original Contract Amount \$ 204,298.36	Other Additive (Profit & Bond Fee)
Total Previous Change Orders \$ 16,839.00 8.242%	<b>Total T &amp; M</b> \$ -
Total Change Orders \$ 19,261.13 9.43%	<b>Pay This CHANGE ORDER</b> \$2,422.13 1.19%

Authorized by \_\_\_\_\_ Additional Contract Days \_\_\_\_\_

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* 6/17/19  
 Contractor Representative Date  
*Jm* 6/14/19  
 Joshua Nelson - Contract City Engineer Date

Troy Helling - City Manager Date  
*Gerardo Perez* 6.17.19  
 Gerardo Perez, Project Manager Date



## TRINITY FENCE

6510 Box Springs Blvd. Suite G Riverside, CA 92507  
Tel No. (951) 653-6987 Fax No. (951) 639-3788

June 11, 2019

CNC Engineering  
255 N. Hacienda Blvd. Suite 222  
City of Industry, CA 91744  
Attn: Gerry Perez PE – Construction Manager

Subject: Expo Main Gate Improvements CIP-EXPO-18-008-B  
Quantity Overruns and Change Orders

Dear Mr. Perez,

Attached please find the following:

**1. Change Order Proposal #2**

a. Change Configuration for each gate leaf Open/close individually (Option #2) Directive sent via Text by Shaun Malganji dated 2/28/2019	-	\$ 1,500.00
b. Barrier Gate Arm	-	\$ 922.13
2. Change Order Proposal #3		
a. Temp. Fence & Temp. Construction Signs	-	\$ 9,849.04
3. Change Order Proposal #4		
a. Item 12 – AC Pavement overrun 29 TON@ \$153.00	-	\$ 4,437.00
b. Item 14 - PCC Curb overrun 30 LF @ \$ 41.00	-	<u>\$ 1,230.00</u>
<b>TOTAL</b>	-	<b><u>\$17,938.17</u></b>

Looking forward to your prompt and positive response to this request. Please let me know if you have any question or concern.

Sincerely,  
Trinity Fence  
By:

Anthony Yap  
President

cc: File



# AUTOMATED GATE SERVICES, INC.

526 PRINCELAND COURT, CORONA, CA 92879-1383 (888) 428-3711 FAX (951) 817-1010  
California State Contractors License #429416

Job Number 18-309

Proposal Number 18-SJ-0052-CO3

Customer: Trinity Fencing

Contact: Anthony Yap

Telephone: 951-977-9868

Job Address: Expo Center, 16200 Temple Ave., City of Industry, CA 91744

Billing/ Mailing Address (if different from above): Trinity Fencing

Date: 2/21/2019

Estimator: Steve Johnson

E-Mail Address: estimating@trinityfencing.com

## AUTOMATED GATE SERVICES, INC. PROPOSES TO:

### INSTALL

#### UNITS      ITEMS

#### Change Order Request

- 1 Remove and replace damaged arm
- 1 Wood arm
- 1 Hook-up and test for proper operation; report findings

**Total Add: \$415.00 per arm**

FOR THE TOTAL PRICE OF: See Above

Terms: 50% down, balance on completion or zero down, balance on completion on approved credit

This proposal does not include any grading, surveying, removal of any dirt, plants or obstruction unless so designated in the proposal. Work will be completed according to Customers instructions and Automated Gate Services, Inc. will not be responsible for establishing property lines or for any damage to underground utilities or sprinklers. Automated Gate Services, Inc. will not be responsible for obtaining any required permits or licenses unless so designated in the proposal. Automated Gate Services, Inc. will furnish all labor and materials to perform the specified work in a substantial and workmanlike manner according to standard practices.

Any alteration or deviation from the above specifications will be executed only upon written orders for same, and will become an extra charge over the sum mentioned in this contract.

This instrument contains the entire agreement between the parties and there are no statements, promises or representations made by either party or by any agent or salesman other than set forth herein. See the reverse side for additional Terms and Conditions. Any additions terms shall be endorsed in writing thereon or the same shall not be valid.

Accepted Customer \_\_\_\_\_ Accepted Automated Gate Services, Inc. \_\_\_\_\_

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is: Contractor's State License Board, 3132 Brandshaw Road, Sacramento, CA, Mailing: P.O. Box 26000, Sacramento, CA 95826

## Gerry Perez

---

**From:** A Y <estimating@trinityfencing.com>  
**Sent:** Wednesday, February 27, 2019 6:08 PM  
**To:** Shaun Malganji  
**Cc:** Gerry Perez; Gerry Perez  
**Subject:** Expo Gate  
**Attachments:** TRINITY FENCING - EXPO CENTER 18-SJ-0052-CO4.pdf

Shaun,

Good afternoon. Per our conversation below are couple "suggested" option on how to have each gate leaf work individually and independently:

OPTION #1 - Provide vehicle reversing loops and detectors. Although with this option there will be no guarantee that this is a fool proof option and issue/s could still arise due to the complexity of the gates functionality. Additionally this will entail a significant cost impact (\$8,300.00). I attached our gate operator sub's quote for reference.

OPTION #2 - Run individual or intercept lines (whatever will work for the jobsite condition) from each gate operator to a push button (open/close) at the guard shack. The opening and closing of the gates and gate arms will be controlled by the guard. The cost impact to do this option will be \$1,500.00. If this option is chosen a minor tweak and some additional minor parts will make the gates operating by tomorrow afternoon.

Please let me know if you have any question or concern.

Thanks,  
Anthony  
Trinity Fence

**EXHIBIT B**

Change Order No. 3 dated June 27, 2019

[Attached]

**CITY OF INDUSTRY**

**CHANGE ORDER**

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

Change Order No. 3

Project Expo Main Gate Improvements Contract No. DS-18-039-B Date June 27, 2019

Type \_\_\_\_\_  
 Project Steel Gate Replacement Contractor Sidra Group, Inc., dba Trinity Fence

Location Expo Center Main Entrance

**Explanation:**

Installation of traffic control devices and temporary fencing at the main gate entrance

Extra Work by: \_\_\_\_\_ X \_\_\_\_\_  
 Contract Items Negotiated T & M

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	Install traffic control devices and temporary fencing at the entrance	1	LS	\$9,849.04	
<b>TOTAL COST</b>				<b>\$9,849.04</b>	

**T & M SUMMARY**

*Labor Cost		Total Labor per Day	
*Equipment Cost (See attached breakdown)		Total Equipment per Day	
*Material Cost		<b>Sub-Total</b>	\$ -
(*Attach breakdown of labor, equipment and materials)			
<b>CHANGE ORDER SUMMARY</b>		% of Contract Amount	
Original Contract Amount	\$ 204,298.36		
Total Previous Change Orders	\$ 19,261.13	9.428%	
Total Change Orders	\$ 29,110.17	14.25%	
		Other Additive (Profit & Bond Fee)	
		<b>Total T &amp; M</b>	\$ -
		<b>Pay This CHANGE ORDER</b>	<b>\$9,849.04</b> 4.82%

Authorized by \_\_\_\_\_ Additional Contract Days 10

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] 6/17/19  
 Contractor Representative Date  
[Signature] 6/14/19  
 Joshua Nelson - Contract City Engineer Date

Troy Helling - City Manager Date  
[Signature] 6-17-19  
 Gerardo Perez, Project Manager Date



# TRINITY FENCE

6510 Box Springs Blvd. Suite G Riverside, CA 92507  
Tel No. (951) 653-6987 Fax No. (951) 639-3788

June 11, 2019

CNC Engineering  
255 N. Hacienda Blvd. Suite 222  
City of Industry, CA 91744  
Attn: Gerry Perez PE – Construction Manager

Subject: Expo Main Gate Improvements CIP-EXPO-18-008-B  
Quantity Overruns and Change Orders

Dear Mr. Perez,

Attached please find the following:

- 1. Change Order Proposal #2
    - a. Change Configuration for each gate leaf  
Open/close individually (Option #2) - \$ 1,500.00  
Directive sent via Text by Shaun Malganji  
dated 2/28/2019
    - b. Barrier Gate Arm - \$ 922.13
  - 2. Change Order Proposal #3
    - a. Temp. Fence & Temp. Construction Signs - \$ 9,849.04
  - 3. Change Order Proposal #4
    - a. Item 12 – AC Pavement overrun 29 TON@ \$153.00 - \$ 4,437.00
    - b. Item 14 - PCC Curb overrun 30 LF @ \$ 41.00 - \$ 1,230.00
- TOTAL - \$17,938.17**

Looking forward to your prompt and positive response to this request. Please let me know if you have any question or concern.

Sincerely,  
Trinity Fence  
By:

Anthony Yap  
President

cc: File

TIME AND MATERIAL INVOICE  
SIDRA GROUP INC.  
DBA TRINITY FENCE

DATE PERFORMED:	11/16/2019	CCO/CD #	TBD	REPORT #	1	
REPORT DATE:	5/24/2019	TFC #	S13-1809	ITEM #	301	
CUSTOMER:	City of Industry c/o CNC	PROJECT:	Expo Gate CIP -EXPO-18-008-B			
DESCRIPTION OF WORK:	Time & Material Traffic Control & Temp. Fence					
<b>LABOR</b>						
LABOR CRAFT	NAME	S.T. HRS	S.T. RATE	O.T. HRS	O.T. RATE	EXTENDED
Laborer Foreman	Robert Cano	7.00	72.51			\$ 507.57
Laborer	Chad Whitaker	7.00	70.01			\$ 490.07
Laborer	Daniel Flores	7.00	70.01			\$ 490.07
Laborer	Alex Nielsen	7.00	70.01			\$ 490.07
				TOTAL COST OF LABOR		\$ 1,977.78
<b>EQUIPMENT</b>						
EQUIPMENT #	DESCRIPTION	QUANTITY	HOURS	RATE	EXTENDED	
Truck 1832 BP	Crew Truck (Truck T&TT 20-28)	1.00	7.00	34.49	\$ 241.43	
Truck 1835 BP	Flat Bed (Truck T&TT 20-28)	1.00	7.00	34.49	\$ 241.43	
				TOTAL COST OF EQUIPMENT		\$ 482.86
<b>MATERIALS: SUPPLIERS, SUBCONTRACTORS</b>						
VENDOR	DESCRIPTION	QUANTITY	UNITS	UNIT COSTS	EXTENDED	
Trinity Fence	Rental 3 Months Temp. Fence (300 LF)	1.00	LS	2,199.00	\$ 2,199.00	
	Temp. TC (Temp. Signs, Type III Barricades)	1.00	LS	400.00	\$ 400.00	
Statewide Traffic Safety	Arrow Board	1.00	LS	550.00	\$ 550.00	
	Rental Temp. Signs & Type II Barricade	1.00	LS	329.40	\$ 329.40	
				TOTAL COST OF MATERIALS/SUBCONTRACTORS		\$ 3,478.40
					\$ 5,939.04	
			MARK UP	10% First \$5,000	\$ 593.90	
				1% Bond	\$ 59.39	
TOTAL THIS REPORT					\$ 6,592.33	



Employee Name: ROBERT Cano

Week Ending: 11-16-18

	Date	Time in	Lunch Out	Lunch In	Time Out	Reg Hours	Drive Hrs	OT Hours	Total Hrs.
Sunday									
Monday									
Tuesday									
Wednesday									
Thursday									
Friday	11/16/18	1:00	—	—	7:50				
Saturday									
						Total Reg Hrs	Total OT Hrs	Total Drive Hrs	Total Hrs Week

Employee Signature [Signature]

Date 11/16/18

X William Rojas <sup>CNC</sup>

Supervisor Signature \_\_\_\_\_

Date \_\_\_\_\_



Employee Name: Chadd Whitaker

Week Ending: 11-16-18

	Date	Time in	Lunch Out	Lunch In	Time Out	Reg Hours	Drive Hrs	OT Hours	Total Hrs.
Sunday									
Monday									
Tuesday									
Wednesday									
Thursday									
Friday	11/16/18	1:00	—	—	7:50				
Saturday									
						Total Reg Hrs	Total OT Hrs	Total Drive Hrs	Total Hrs Week

Employee Signature *Chadd Whitaker*

Date 11/16/18

X William Rojas CNC

Supervisor Signature \_\_\_\_\_

Date \_\_\_\_\_



Employee Name: Daniel Flores

Week Ending: 11-16-18

	Date	Time in	Lunch Out	Lunch In	Time Out	Reg Hours	Drive Hrs	OT Hours	Total Hrs.
Sunday									
Monday									
Tuesday									
Wednesday									
Thursday									
Friday	11-16-18	1:00	<del>                    </del>		7:50pm				
Saturday									
						Total Reg Hrs	Total OT Hrs	Total Drive Hrs	Total Hrs Week

Employee Signature *[Signature]*

Date 11-16-18

X William Rojas CNC

Supervisor Signature \_\_\_\_\_

Date \_\_\_\_\_



Employee Name: ALEX Nielsen

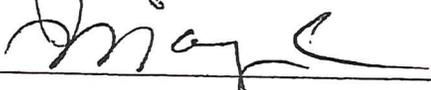
Week Ending: 11-16-18

Date	Time in	Lunch Out	Lunch In	Time Out	Reg Hours	Drive Hrs	OT Hours	Total Hrs.
Sunday								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday	11-16-18	1:00pm	—	7:50pm				
Saturday	<del>11-17-18</del>							
					Total Reg Hrs	Total OT Hrs	Total Drive Hrs	Total Hrs Week

Employee Signature 

Date 11-16-18

X William Rojas CMC

Supervisor Signature 

Date 11/19/18



# STATEWIDE

TRAFFIC SAFETY & SIGNS

PO Box 5299  
Irvine, CA 92616



## Invoice

Invoice#	02016499
Account#	S1293501
Location	02
Date	12/12/18
Page	1 of 1
Written By	Tina Vu
Salesperson	Mayra Baray

11/11/18

REMIT TO:  
Statewide Traffic Safety & Signs Inc.  
P.O. Box 31001-2620  
Pasadena, CA 91110-2620

Rented or sold to:  
7861 1 AB 0.408 E0428 I0746 D4330211114 S2 P5975680 0002:0002

SHIP TO



SIDRA GROUP INC. DBA  
ATTN:ACCOUNTS PAYABLE  
TRINITY FENCE  
6510 BOX SPRINGS BLVD STE G  
RIVERSIDE CA 92507-0784

AZUZA  
& TEMPLE  
CITY OF INDUSTRY, CA 91744

Job # 001	Job Name AZUZA	Customer PO# 1809-23	Freight Terms CHARGE OUTBOUND ONL				
Ordered By ANTHONY YAP	Phone # 951-653-6987	Email Address	Delivery Date and Time 12/12/18				
Order # 02020900	Site Phone #	Job Location & TEMPLE	Payment Terms NET 30				
SKU	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	PRICE	U/M	EXTENSION

Items Rented and/or sold

RT30090	ARROW BOARD	1	1	0	\$50.000	DAY	\$400.00
---------	-------------	---	---	---	----------	-----	----------

From 11/16/18 04:12PM To 12/07/18 04:13PM  
Rent Complete

DAY: 50.000 WK: 160.000 MO: 400.000 O/T:  
Rental Unit#: 501590 Serial#: 501590  
AB # 501683

Contact: Anthony Yap-951-824-8208  
CLOSED RENTAL 12/7/18.

Dear Valued Customer,  
  
As a reminder, our company's Remit-To address recently changed to PASADENA, CA.  
Please refer to top page(s) of your statement. Please ensure our vendor file with your company is updated accordingly.

Prompt Return of your rental saves you money. All time is charged including Saturday, Sunday, and Holidays.

MERCHANDISE	HANDLING	MISC CHARGE	TAX	FREIGHT	DEPOSIT
\$400.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00

TOTAL	\$550.00
-------	----------

Purchase Location: STATEWIDE GARDEN GROVE, 13261 GARDEN GROVE BOULEVARD, GARDEN GROVE, CA 92843, (714) 468-1919  
Our current invoice terms and conditions are incorporated by reference and can be reviewed by visiting [www.statewidesafety.com](http://www.statewidesafety.com). Thank you.

# Invoice



PO Box 5299  
Irvine, CA 92616

*Due 1/16/19*

Invoice#	02016543
Account#	S1293501
Location	02
Date	12/17/18
Page	1 of 1
Written By	Tina Vu
Salesperson	Mayra Baray

REMIT TO:  
Statewide Traffic Safety & Signs Inc.  
P.O. Box 31001-2620  
Pasadena, CA 91110-2620

Rented or sold to:  
6279 1 AB 0.408 E0294X I0587 D4343692456 S2 P5986708 0001:0001

SHIP TO



SIDRA GROUP INC. DBA  
ATTN:ACCOUNTS PAYABLE  
TRINITY FENCE  
6510 BOX SPRINGS BLVD STE G  
RIVERSIDE CA 92507-0784

AZUSA  
& TEMPLE  
CITY OF INDUSTRY, CA 91744

Job # 001	Job Name AZUSA	Customer PO# 1809-23	Freight Terms CHARGE OUTBOUND ONL
Ordered By	Phone # 951-653-6987	Email Address	Ship Via OUR TRUCK
Order # 02020901	Site Phone #	Job Location & TEMPLE	Delivery Date and Time 12/12/18
SKU	DESCRIPTION	QTY ORD	QTY SHIP
		QTY B/O	PRICE
		U/M	EXTENSION

Items Rented and/or sold

RS03200 MISC SM ALUM SGN (36" OR LS) 9 9 0 \$24.000 MO \$216.00

From 11/16/18 04:49PM To 12/14/18 04:49PM

Material Still On Rent

DAY: 2.000 WK: 8.000 MO: 24.000 O/T:

- 4) ROAD CLOSED
- 2) DETOUR AHEAD
- 1) NO LEFT TURN
- 1) NO RIGHT TURN
- 1) DO NOT ENTER

DAMAGE WAIVER DAMAGE WAIVER 1 1 0 \$27.000 MO \$27.00

From 11/16/18 04:49PM To 12/14/18 04:49PM

Material Still On Rent

DAY: 2.250 WK: 9.000 MO: 27.000 O/T:

RT03147 TYPE II BARRICADE 9 9 0 \$9.600 MO \$86.40

From 11/16/18 04:49PM To 12/14/18 04:49PM

Material Still On Rent

DAY: 0.800 WK: 3.200 MO: 9.600 O/T:

Dear Valued Customer,

As a reminder, our company's Remit-To address recently changed to PASADENA, CA.  
Please refer to top page(s) of your statement. Please ensure our vendor file with your  
company is updated accordingly.

Prompt Return of your rental saves you money. All time is charged including Saturday, Sunday, and Holidays.

MERCHANDISE	HANDLING	MISC CHARGE	TAX	FREIGHT	DEPOSIT	TOTAL
\$329.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$329.40

Purchase Location: STATEWIDE GARDEN GROVE, 13261 GARDEN GROVE BOULEVARD, GARDEN GROVE, CA 92843, (714) 468-1919  
Our current invoice terms and conditions are incorporated by reference and can be reviewed by visiting [www.statewidesafety.com](http://www.statewidesafety.com). Thank you.





# STATEWIDE

TRAFFIC SAFETY & SIGNS

PO Box 5299  
Irvine, CA 92616

## Invoice

Invoice#	02016754
Account#	S1293501
Location	02
Date	01/14/19
Page	1 of 1
Written By	Tina Vu
Salesperson	Mayra Baray

REMIT TO:  
Statewide Traffic Safety & Signs Inc.  
P.O. Box 31001-2620  
Pasadena, CA 91110-2620

Rented or sold to:  
10266 1 AB 0.408 E0002X I006 D4421848016 S2 P6061158 0001:0002

SHIP TO



SIDRA GROUP INC. DBA  
ATTN:ACCOUNTS PAYABLE  
TRINITY FENCE  
6510 BOX SPRINGS BLVD STE G  
RIVERSIDE CA 92507-0784

AZUZA  
& TEMPLE  
CITY OF INDUSTRY, CA 91744

Job #	Job Name		Customer PO#	Freight Terms			
001	AZUZA		1809-23	CHARGE OUTBOUND ONL			
Ordered By	Phone #	Email Address	Ship Via	Delivery Date and Time			
	951-653-6987		OUR TRUCK	12/12/18			
Order #	Site Phone #	Job Location	Payment Terms				
2020901		& TEMPLE	NET 30				
IKU	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	PRICE	U/M	EXTENSION

Items Rented and/or sold

.S03200	MISC SM ALUM SGN (36" OR LS)	9	9	0	\$24.000	MO	\$216.00
From 12/14/18 04:49PM To 01/11/19 04:49PM							

Material Still On Rent

DAY: 2.000 WK: 8.000 MO: 24.000 O/T:

- 4) ROAD CLOSED
- 2) DETOUR AHEAD
- 1) NO LEFT TURN
- 1) NO RIGHT TURN
- 1) DO NOT ENTER

**PAID**  
CHK# 1313  
AMOUNT: 329.40  
DATE: 1/12

AMAGE WAIVER	DAMAGE WAIVER	1	1	0	\$27.000	MO	\$27.00
From 12/14/18 04:49PM To 01/11/19 04:49PM							

Material Still On Rent

DAY: 2.250 WK: 9.000 MO: 27.000 O/T:

T03147	TYPE II BARRICADE	9	9	0	\$9.600	MO	\$86.40
From 12/14/18 04:49PM To 01/11/19 04:49PM							

Material Still On Rent

DAY: 0.800 WK: 3.200 MO: 9.600 O/T:

**RECEIVED**  
1-22-19 UP

Dear Valued Customer,

As a reminder, our company's Remit-To address recently changed to PASADENA, CA.

Please refer to top page(s) of your statement. Please ensure our vendor file with your

company is updated accordingly.

**RECEIVED**

prompt Return of your rental saves you money. All time is charged including Saturday, Sunday, and Holidays.

MERCHANDISE	HANDLING	MISC CHARGE	TAX	FREIGHT	DEPOSIT	TOTAL
\$329.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$329.40

Purchase Location: STATEWIDE GARDEN GROVE, 13261 GARDEN GROVE BOULEVARD, GARDEN GROVE, CA 92843, (714) 468-1919

Our current invoice terms and conditions are incorporated by reference and can be reviewed by visiting www.statewidesafety.com. Thank you.





# STATEWIDE

TRAFFIC SAFETY & SIGNS

PO Box 5299  
Irvine, CA 92616

## Invoice

Invoice#	02017037
Account#	S1293501
Location	02
Date	02/12/19
Page	1 of 1
Written By	Tina Vu
Salesperson	Mayra Baray

**RECEIVED**  
2/19/19 SHIP TO

REMIT TO:  
Statewide Traffic Safety & Signs Inc.  
P.O. Box 31001-2620  
Pasadena, CA 91110-2620

Rented or sold to:  
6561 1 AB 0.412 E0304X I0560 D4516945674 S2 P6145458 0001:0002



SIDRA GROUP INC. DBA  
ATTN:ACCOUNTS PAYABLE  
TRINITY FENCE  
6510 BOX SPRINGS BLVD STE G  
RIVERSIDE CA 92507-0784

AZUZA  
& TEMPLE  
CITY OF INDUSTRY, CA 91744

Job #	Job Name	Customer PO#	Freight Terms
001	AZUZA	1809-23	CHARGE OUTBOUND ONL
Ordered By	Phone #	Email Address	Ship Via
	951-653-6987		OUR TRUCK
Order #	Site Phone #	Job Location	Payment Terms
12020901		& TEMPLE	NET 30
IKU	DESCRIPTION	QTY ORD	QTY SHIP
		QTY B/O	PRICE
		U/M	EXTENSION

Items Rented and/or sold  
 .S03200 MISC SM ALUM SGN (36" OR LS) 9 9 0 \$24.000 MO \$216.00  
 From 01/11/19 04:49PM To 02/08/19 04:49PM  
 Material Still On Rent

DAY: 2.000 WK: 8.000 MO: 24.000 O/T:  
 4) ROAD CLOSED  
 2) DETOUR AHEAD  
 1) NO LEFT TURN  
 1) NO RIGHT TURN  
 1) DO NOT ENTER

**PAID**

CK#NO.: 13961313  
 AMOUNT: 329.40  
 DATE:

AMAGE WAIVER DAMAGE WAIVER 1 1 0 \$27.000 MO \$27.00  
 From 01/11/19 04:49PM To 02/08/19 04:49PM  
 Material Still On Rent

DAY: 2.250 WK: 9.000 MO: 27.000 O/T:

T03147 TYPE II BARRICADE 9 9 0 \$9.600 MO \$86.40  
 From 01/11/19 04:49PM To 02/08/19 04:49PM  
 Material Still On Rent

DAY: 0.800 WK: 3.200 MO: 9.600 O/T:

Dear Valued Customer,  
 As a reminder, our company's Remit-To address recently changed to PASADENA, CA.  
 Please refer to top page(s) of your statement. Please ensure our vendor file with your  
 company is updated accordingly.

prompt Return of your rental saves you money. All time is charged including Saturday, Sunday, and Holidays.

MERCHANDISE	HANDLING	MISC CHARGE	TAX	FREIGHT	DEPOSIT
\$329.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL \$329.40

urchase Location: STATEWIDE GARDEN GROVE, 13261 GARDEN GROVE BOULEVARD, GARDEN GROVE, CA 92843, (714) 468-1919  
 ur current invoice terms and conditions are incorporated by reference and can be reviewed by visiting www.statewidesafety.com. Thank you.







SIDRA GROUP INC.  
dba  
TRINITY FENCE

CHECK ONE:

DAILY FOREMAN'S REPORT  
TIME & MATERIAL (FIELD ORDER)

DATE: 2-28-19 TIME LEFT YARD: 9:00  AM  PM  
 JOB NAME: EXPO TIME ARRIVED ON JOB: 10:00  AM  PM  
 JOB NUMBER: S13 1809 SUB-JOB NO: TIME DEPARTED FROM JOB: " "  AM  PM  
 DAY: S M T W T F S TIME RETURNED TO YARD: 11:00  AM  PM  
 USA TICKET NO. WEATHER: of the

	EQUIPT. NO.	EMPLOYEE NO.	EMPLOYEE NAME	LABOR CLASS	LAY OUT	DUG	SET	DRIVE POST	FRAME	STRETCH	TIE	BARB WIRE	GATES	REMOVE	WELD	OTHER	TOTAL HOURS	
1			ROBERT CANO	LF	ST													3
2	1938		CIMARRON SLOAT	L	ST													3
3			ZeeX		ST													5
4					ST													
5					ST													

INJURIES REPORTED? YES  NO   
 INJURED EMPLOYEE NAME: \_\_\_\_\_  
 SIGNATURES REQUIRED: FOREMAN RA NAME: \_\_\_\_\_ SUPERINTENDENT RA NAME: \_\_\_\_\_

	DUG	SET	QTY.	MATERIAL INSTALLED (SIZE & DESCRIPTION)
COR. POST				
COR. POST				
END POST				
END POST				
GATE POST				
GATE POST				
LINE POST				
LINE POST				
TOP RAIL				
BRACE (OR CENTER)				
BARB WIRE				

	QTY.	MATERIAL INSTALLED (SIZE & DESCRIPTION)
TENSION WIRE		
FABRIC ROLLED OUT		
FABRIC STRETCHED		
FENCE REMOVED		
GATES		
GATES		
CEMENT		
READY MIX	FROM:	P.O. #:
EQUIPMENT RENTAL		
	FROM:	P.O. #:
EQUIPMENT CANCELLATION NO.		

REMARKS: Pick up temp panels and cones + signs sweep up site

FOR TIME & MATERIAL (FIELD DIRECTIVE)  
 CUSTOMER APPROVAL: \_\_\_\_\_  
 PRINTED NAME & TITLE: \_\_\_\_\_

# STATEWIDE

TRAFFIC SAFETY & SIGNS

PO Box 5299  
Irvine, CA 92616

## Invoice

Invoice#	02017220
Account#	S1293501
Location	02
Date	03/04/19
Page	1 of 1
Written By	Tina Vu
Salesperson	Mayra Baray

REMIT TO:  
Statewide Traffic Safety & Signs Inc.  
P.O. Box 31001-2620  
Pasadena, CA 91110-2620

Rented or sold to:  
10542 1 AB 0.412 E0089X I0142 D4584387192 S2 P6208532 0001:0001

SHIP TO



SIDRA GROUP INC. DBA  
ATTN:ACCOUNTS PAYABLE  
TRINITY FENCE  
6510 BOX SPRINGS BLVD STE G  
RIVERSIDE CA 92507-0784

*STATE*

AZUZA  
& TEMPLE  
CITY OF INDUSTRY, CA 91744

Job # 001	Job Name AZUZA	Customer PO# 1809-23	Freight Terms CHARGE OUTBOUND ONL
Ordered By	Phone # 951-653-6987	Email Address	Ship Via OUR TRUCK
Order # 02020901	Site Phone #	Job Location & TEMPLE	Delivery Date and Time 12/12/18
SKU	DESCRIPTION	QTY ORD	QTY SHIP
		QTY B/O	PRICE
		U/M	EXTENSION

Items Rented and/or sold

0303200 MISC SM ALUM SGN (36" OR LS) 9 9 0 \$24.000 MO \$216.00  
From 02/08/19 04:49PM To 03/01/19 04:25PM  
Rent Complete

DAY: 2.000 WK: 8.000 MO: 24.000 O/T:

- 4) ROAD CLOSED
- 2) DETOUR AHEAD
- 1) NO LEFT TURN
- 1) NO RIGHT TURN
- 1) DO NOT ENTER

**PAID**

CK#NO.: 13961313  
AMOUNT: 404.40  
DATE:

DAMAGE WAIVER DAMAGE WAIVER 1 1 0 \$27.000 MO \$27.00  
From 02/08/19 04:49PM To 03/01/19 04:25PM  
Rent Complete

DAY: 2.250 WK: 9.000 MO: 27.000 O/T:

03147 TYPE II BARRICADE 9 9 0 \$9.600 MO \$86.40  
From 02/08/19 04:49PM To 03/01/19 04:25PM  
Rent Complete

DAY: 0.800 WK: 3.200 MO: 9.600 O/T:

GG DELIVERED EQUIPMENT.  
CUSTOMER RETURNED EQUIPMENT TO  
RIVERSIDE.

CLOSED RENTAL 3/1/19.

Dear Valued Customer,

As a reminder, our company's Remit-To address recently changed to PASADENA, CA.  
Please refer to top page(s) of your statement. Please ensure our vendor file with your  
company is updated accordingly.

prompt Return of your rental saves you money. All time is charged including Saturday, Sunday, and Holidays.

MERCHANDISE	HANDLING	MISC CHARGE	TAX	FREIGHT	DEPOSIT
\$329.40	\$0.00	\$0.00	\$0.00	\$75.00	\$0.00

TOTAL	\$404.40
-------	----------

urchase Location: STATEWIDE GARDEN GROVE, 13261 GARDEN GROVE BOULEVARD, GARDEN GROVE, CA 92843, (714) 468-1919  
ur current invoice terms and conditions are incorporated by reference and can be reviewed by visiting www.statewidesafety.com. Thank you.

**EXHIBIT C**

Change Order No. 4 dated June 27, 2019

[Attached]





# TRINITY FENCE

6510 Box Springs Blvd. Suite G Riverside, CA 92507  
Tel No. (951) 653-6987 Fax No. (951) 639-3788

June 11, 2019

CNC Engineering  
255 N. Hacienda Blvd. Suite 222  
City of Industry, CA 91744  
Attn: Gerry Perez PE – Construction Manager

Subject: Expo Main Gate Improvements CIP-EXPO-18-008-B  
Quantity Overruns and Change Orders

Dear Mr. Perez,

Attached please find the following:

- 1. Change Order Proposal #2
    - a. Change Configuration for each gate leaf  
Open/close individually (Option #2) - \$ 1,500.00  
Directive sent via Text by Shaun Malganji  
dated 2/28/2019
    - b. Barrier Gate Arm - \$ 922.13
  - 2. Change Order Proposal #3
    - a. Temp. Fence & Temp. Construction Signs - \$ 9,849.04
  - 3. Change Order Proposal #4
    - a. Item 12 – AC Pavement overrun 29 TON@ \$153.00 - \$ 4,437.00
    - b. Item 14 - PCC Curb overrun 30 LF @ \$ 41.00 - \$ 1,230.00
- TOTAL - \$17,938.17**

Looking forward to your prompt and positive response to this request. Please let me know if you have any question or concern.

Sincerely,  
Trinity Fence  
By:

Anthony Yap  
President

cc: File



Holliday Rock Co., Inc. \* 1401 N Benson Ave \* Upland, CA 91786 \* (888) 273-2200

CONTROL #  
THIS IS NOT A TICKET NO.  
**3057502**

Material Shipped From:  
A/P #11 IRWINDALE  
257 E LONGDEN AVE  
IRWINDALE, CA 91706



NOTICE: It is agreed between Buyer and Seller that sale was consummated and title passed at the plant site. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only.

Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum).

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's Tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif B & P Code Section 12722(a&b).

<b>SOLD TO</b>				DATE		TICKET #	
BLACK STAR PAVING, INC. 16200 TEMPLE AVE CITY OF INDUSTRY				01/11/2019		1887	
ACCT./JOB				PRODUCT #		COMMODITY INFORMATION	
BLACK004				PG42		3/4" MM PG 64-10, Type B	
TONS		TRUCK #		TRUCK LIC. NO.		TRAILER LIC. NO.	
21.61		AKT-598-1		7V69341		43	
RATE		ORDER		ORDER		ORDER	
7.40		43		43		43	
GROSS				TARE			
25.00				13.39			
NET				TONS FWD.			
21.61				Tons			
TOTAL TONS				TOTAL TONS			
79.73				LOAD NO.			
DRIVER GROSS & TARE				DRIVER GROSS & TARE			
<input checked="" type="checkbox"/> ON <input type="checkbox"/>				LEAVE PLANT			
ARRIVE JOB				ARRIVE JOB			
LEAVE JOB				LEAVE JOB			
DELAY TIME				DELAY TIME			

Total Net

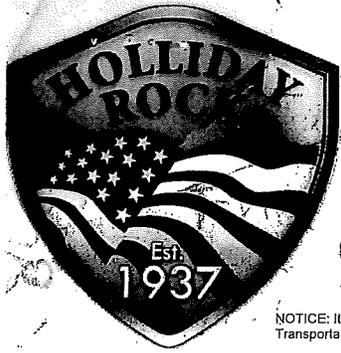
Weekend Charge: NO  
Del Charge: NO  
Taxi:  
Sub Total:  
Total:

**WEIGHMASTER CERTIFICATE**  
THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 15 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

BY CABANEDA, JOE DEPUTY  
HOLLIDAY ROCK CO., INC.

INSPECTOR COPY

APPROVED
DRIVER REC'D BY <input checked="" type="checkbox"/>
CUSTOMER REC'D BY <input checked="" type="checkbox"/>



Holliday Rock Co., Inc. \* 1401 N Benson Ave \* Upland, CA 91786 \* (888) 273-2200

CONTROL #  
THIS IS NOT A TICKET NO.  
**3057516**

Material Shipped From:  
A/P #11 IRWINDALE  
257 E LONGDEN AVE  
IRWINDALE, CA 91706



NOTICE: It is agreed between Buyer and Seller that sale was consummated and title passed at the plant site. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only.

Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum).

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's Tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif B & P Code Section 12722 (a&b).

SOLD TO BLACK STAR PAVING, INC. 6200 TEMPLE AVE CITY OF INDUSTRY				DATE 01/11/2019 12:17 P.O. #		TICKET # 1E 58717	
ACCT/JOB	TONS	PRODUCT #	COMMODITY INFORMATION				
BLACK004	21.61	PG22	TYPE III C3 PG 64-10 GB				
CARRIER AKT Truck	TRUCK # AKT-598-1	TRUCK LIC. NO. 7V69341	TRAILER LIC. NO.	TRAILER LIC. NO.	ORDER 65	NET 21.61	
RATE: 7.00						TONS FWD. Tons	
						TOTAL TONS 50.90	
						LOAD NO. 3	
						DRIVER GROSS & TARE <input checked="" type="checkbox"/> ON <input type="checkbox"/>	
						LEAVE PLANT	
						ARRIVE JOB	
						LEAVE JOB	
						DELAY TIME	

Total Net

Weekend Charge: NO  
Del Charge: NO  
Taxes:  
Sub Total:  
Total:

**WEIGHMASTER CERTIFICATE**  
THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.  
BY CASTANEDA, JOE DEPUTY  
HOLLIDAY ROCK CO., INC.

INSPECTOR COPY

APPROVED \_\_\_\_\_

DRIVER REC'D BY  X

CUSTOMER REC'D BY  X



Holliday Rock Co., Inc. \* 1401 N Benson Ave \* Upland, CA 91786 \* (888) 273-2200

CONTROL #  
THIS IS NOT A TICKET NO.  
**3078645**

Material Shipped From:  
A/P # 1 FOOTHILL 1  
2193 W. FOOTHILL BLVD  
UPLAND , CA 91786



NOTICE: It is agreed between Buyer and Seller that sale was consummated and full payment at the point of sale. The price of the material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only.

Should any litigation or other collection effort be necessary in order to collect sums due when the contract purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum).

As evidenced by signature, driver/camper is responsible for the accuracy of the vehicle's Tare weight. The driver/camper will notify shipper/designator if there is any change in legal weight due to changes in equipment, loading, etc. Call B & P Code Section 17722 (888).

SOLD TO BLACK STAR PAVING, INC. 16200 TEMPLE AVE CITY OF INDUSTRY				DATE 01/11/2019 09:00 P.O. #		TICKET # 11860550
ACCT/JOB BLACK004	TONS 19.30	PRODUCT # PG42	COMMODITY INFORMATION 3/4" MM PG 64-10, Type B			PLANT
CARRIER Holliday	TRUCK # HRC-504	TRUCK LIC. NO. 27826M1	TRAILER LIC. NO.	TRAILER LIC. NO.	ORDER 43	GROSS 31.00
RATE 6.00						TARE 11.70
4868244						NET 19.30
						TONS FWD. Tons TOTAL TONS 19.30
						LOAD NO. 1
						DRIVER GROSS & TARE X <input type="checkbox"/> ON <input type="checkbox"/>
						LEAVE PLANT
						ARRIVE JOB 950
						LEAVE JOB 1000
						DELAY TIME

Total Net

Weekend Charge: NO  
Del Charge: NO  
Tax:  
Sub Total:  
Total:

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12760) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

BY Hernandez, Dennis DEPUTY  
HOLLIDAY ROCK CO., INC.

DELIVERY RECEIPT

APPROVED
DRIVER RECD BY <i>[Signature]</i>
CUSTOMER RECD BY X



Holliday Rock Co., Inc. \* 1401 N Benson Ave \* Upland, CA 91786 \* (888) 273-2200

CONTROL #  
THIS IS NOT A TICKET NO.  
**3078653**

Material Shipped From:  
A/P # 1 FOOTHILL 1  
2193 W. FOOTHILL BLVD  
UPLAND , CA 91786



NOTICE: It is agreed between Buyer and Seller that title was consummated and title passed at the plant site. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only.

Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum)

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will holdy stop/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Cal S & P Code Section 17722 (a&b).

SOLD TO BLACK STAR PAVING, INC. 16200 TEMPLE AVE CITY OF INDUSTRY				DATE 01/11/2019 09:34 P.O. #		TICKET # 11860557
ACCT./JOB BLACK004				TONS 19.65		PLANT
PRODUCT # PG42				COMMODITY INFORMATION 3/4" MM PG 64-10, Type B		GROSS 31.00
CARRIER Holliday				TRUCK # HRC-506		TARE 11.35
TRUCK LIC. NO. 07955P1				TRAILER LIC. NO.		NET 19.65
ORDER 43				RATE 6.00		TONS FWD. Tons TOTAL TONS 38.95
4868359						LOAD NO. 2
						DRIVER GROSS & TARE X <input type="checkbox"/> ON <input type="checkbox"/>
						LEAVE PLANT
						ARRIVE JOB 10:20
						LEAVE JOB 12:40
						DELAY TIME

Total Net

Weekend Charge: NO  
Del Charge: NO  
Tax:  
Sub Total:  
Total:

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose position is on this certificate, who is a recognized authority of authority, as prescribed by Chapter 7 (commencing with Section 13700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

BY Hernandez, Dennis DEPUTY  
HOLLIDAY ROCK CO., INC.

DELIVERY RECEIPT

APPROVED

DRIVER REC'D BY X

CUSTOMER REC'D BY X



Holliday Rock Co., Inc. \* 1401 N Benson Ave \* Upland, CA 91786 \* (888) 273-2200

CONTROL #  
THIS IS NOT A TICKET NO.  
**3057501**

Material Shipped From:  
A/P #11 IRWINDALE  
257 E LONGDEN AVE  
IRWINDALE , CA 91706



NOTICE: It is agreed between Buyer and Seller that sale was consummated and title passed at the plant site. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operator at Public Utilities Commission rates and subject, if applicable, to transportation tax only.  
Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum).  
As evidenced by signature, driver/corner is responsible for the accuracy of this vehicle's Tare weight. The driver/corner will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. C&M B & P Code Section 17722 (a)(6)

SOLD TO			DATE			TICKET #
BLACK STAR PAVING, INC. 16200 TEMPLE AVE CITY OF INDUSTRY			01/11/2019 10:22 P.O. #			16688702
ACCT./JOB	TONS	PRODUCT #	COMMODITY INFORMATION			PLANT
BLACK004	19.17	PG42	3/4" MM PG 64-10, Type B			GROSS
CARRIER	TRUCK #	TRUCK LIC. NO.	TRAILER LIC. NO.	TRAILER LIC. NO.	ORDER	31.00
AKT Truck	AKT-598-3	35374C2			43	TARE
RATE 7.00						NET
						19.17
						TONS FWD.
						Tons
						TOTAL TONS
						58.12
						LOAD NO.
						3
						DRIVER GROSS & TARE
						<input checked="" type="checkbox"/> ON <input type="checkbox"/>
						LEAVE PLANT
						ARRIVE JOB
						LEAVE JOB
						DELAY TIME

4868550

Total Net

Weekend Charge: NO  
Del Charge: NO  
Taxes  
Sub Total:  
Total:

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of authority, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

BY CASTANEDA, JOE DEPUTY  
HOLLIDAY ROCK CO., INC.

OFFICE COPY

APPROVED
DRIVER REC'D BY X
CUSTOMER REC'D BY X



Holliday Rock Co., Inc. \* 1401 N Benson Ave \* Upland, CA 91786 \* (888) 273-2200

CONTROL #  
THIS IS NOT A TICKET NO.  
**3057502**

Material Shipped From:  
A/P #11 IRWINDALE  
257 E LONGDEN AVE  
IRWINDALE , CA 91706



NOTICE: It is agreed between Buyer and Seller that sale was consummated and title passed at the plant site. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only.  
Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum).  
As evidenced by signature, driver/cARRIER is responsible for the accuracy of this vehicle's Tare weight. The driver/cARRIER will notify shipper/consignor if there is any change in light weight due to changes in equipment, loading, etc. Calif B & P Code Section 12722 (a&b).

SOLD TO			DATE			TICKET #	
BLACK STAR PAVING, INC. 16200 TEMPLE AVE  CITY OF INDUSTRY			01/11/2019 10:34 P.O. #			16688703	
ACCT./JOB			PRODUCT #			GROSS	
BLACK004			PG42			35.00	
TONS			COMMODITY INFORMATION			TARE	
21.61			3/4" MM PG 64-10, Type B			13.39	
CARRIER		TRUCK #	TRUCK LIC. NO.	TRAILER LIC. NO.	TRAILER LIC. NO.	ORDER	NET
AKT Truck		AKT-598-1	7V69341			43	21.61
RATE 7.00			4868580			TONS FWD.	
						Tons	
						TOTAL TONS	
						79.73	
						LOAD NO.	
						4	
						DRIVER GROSS & TARE	
						<input checked="" type="checkbox"/> ON <input type="checkbox"/>	
						LEAVE PLANT	
						ARRIVE JOB	
						LEAVE JOB	
						DELAY TIME	

Total Net

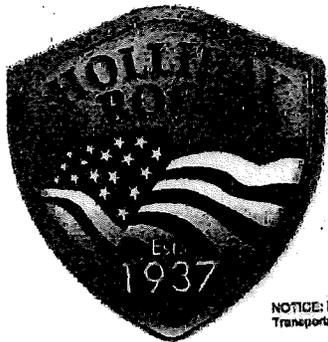
Weekend Charge: NO  
Del Charge: NO  
Tax:  
Sub Total:  
Total:

NO  
NO

**WEIGHMASTER CERTIFICATE**  
THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12705) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.  
BY CASTANEDA, JOE DEPUTY  
HOLLIDAY ROCK CO., INC.

DELIVERY RECEIPT

APPROVED \_\_\_\_\_  
DRIVER REC'D BY X  
CUSTOMER REC'D BY X



Holliday Rock Co., Inc. \* 1401 N Benson Ave \* Upland, CA 91786 \* (888) 273-2200

CONTROL #  
THIS IS NOT A TICKET NO.  
**3057508**

Material Shipped From:  
A/P #11 IRWINDALE  
257 E LONGDEN AVE  
IRWINDALE, CA 91706



NOTICE: It is agreed between Buyer and Seller that sale was consummated and title passed at the plant site. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only. Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2% per month (18% per annum). As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's Tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, loading, etc. Calif B & P Code Section 12722 (a&b).

<b>SOLD TO:</b> BLACK STAR PAVING, INC. 16200 TEMPLE AVE CITY OF INDUSTRY			DATE 01/11/2019 11:20 P.O. #			TICKET # 16688709
ACCT./JOB BLACK004			COMMODITY INFORMATION TYPE III C3 PG 64-10 GB			GROSS 31.00
TRUCK # BD-46			ORDER 45			TARE 13.40
TRUCK LIC. NO. 80843Y1			TRAILER LIC. NO.			NET 17.60
RATE 7.00			4868681			TONS FWD. Tons TOTAL TONS 17.60
						LOAD NO. 1
						DRIVER GROSS & TARE <input checked="" type="checkbox"/> ON <input type="checkbox"/>
						LEAVE PLANT
						ARRIVE JOB 12:15 P
						LEAVE JOB
						DELAY TIME

Total Net  
Weekend Charge: NO  
Del Charge: NO  
Tax:  
Sub Total:  
Total:

**WEIGHMASTER CERTIFICATE**  
THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 3 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.  
BY CASTANEDA, JOE DEPUTY  
HOLLIDAY ROCK CO., INC.  
**DELIVERY RECEIPT**

APPROVED \_\_\_\_\_  
DRIVER REC'D BY X  
CUSTOMER REC'D BY X



Holliday Rock Co., Inc. \* 1401 N Benson Ave \* Upland, CA 91786 \* (888) 273-2200

CONTROL #  
THIS IS NOT A TICKET NO.  
**3057514**

Material Shipped From:  
A/P #11 IRWINDALE  
257 E LONGDEN AVE  
IRWINDALE , CA 91706



NOTICE: It is agreed between Buyer and Seller that title was relinquished and title passed at the plant site. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only.

Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum).

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, loading, etc. Calif B & P Code Section 12722 (A&B).

SOLD TO				DATE		TICKET #	
BLACK STAR PAVING, INC. 16200 TEMPLE AVE CITY OF INDUSTRY				01/11/2019 11:45		16688715	
ACCT/JOB				PRODUCT #		PLANT	
BLACK004				PG22		GROSS	
TONS				COMMODITY INFORMATION		35.00	
21.69				TYPE III C3 PG 64-10 GB		TARE	
CARRIER				TRUCK LIC. NO.		NET	
Dynamic T				45270H1		21.69	
TRUCK #				TRAILER LIC. NO.		TONS FWD.	
DT-5-1						Tons	
RATE 7.00				ORDER		TOTAL TONS	
				45		39.29	
				4868827		LOAD NO	
						2	
						DRIVER GROSS & TARE	
						<input checked="" type="checkbox"/> ON <input type="checkbox"/>	
						LEAVE PLANT	
						ARRIVE JOB	
						LEAVE JOB	
						DELAY TIME	

Total Net

Weekend Charge: NO  
Del Charge: NO  
Tax:  
Sub Total:  
Total:

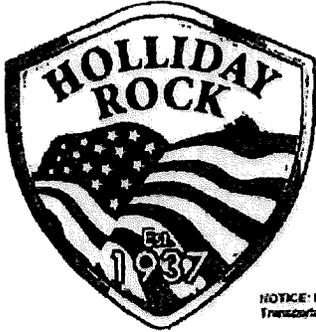
WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, within signature is by the certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

BY CATANEDA, JOE DEPUTY  
HOLLIDAY ROCK CO., INC.

OFFICE COPY

APPROVED
DRIVER REC'D BY X
CUSTOMER REC'D BY X



Holliday Rock Co., Inc. \* 1401 N Benson Ave \* Upland, CA 91786 \* (888) 273-2200

CONTROL #  
THIS IS NOT A TICKET NO.  
**3057516**

Material Shipped From:  
A/P #11 IRWINDALE  
257 E LONGDEN AVE  
IRWINDALE , CA 91706



NOTICE: It is agreed between Buyer and Seller that sale was consummated and title passed at the point of sale. The price of this material has been quoted F.O.B. our plant and subject to sales tax on material only. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject, if applicable, to transportation tax only.

Should any legislation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and company shall be entitled to a reasonable sum for collection costs and attorney's fee, whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2%) per month (18% per annum).

As evidenced by signposts, driver/cARRIER is responsible for the accuracy of this vehicle's Tare weight. The driver/cARRIER will notify shipper/consignor if there is any change in light weight due to changes in equipment, load, etc. Calif. & F Code Section 17722 (a)(2).

SOLD TO				DATE		TICKET #	
BLACK STAR PAVING, INC. 16200 TEMPLE AVE CITY OF INDUSTRY				01/11/2019 12:17 P.O. #		16688717	
ACCT/JOB		TONS	PRODUCT #	COMMODITY INFORMATION			
BLACK004		21.61	PG22	TYPE III C3 PG 64-10 GB			
CARRIER	TRUCK #	TRUCK LIC. NO.	TRAILER LIC. NO.	TRAILER LIC. NO.	ORDER	NET	
AKT Truck	AKT-598-1	7V69341			45	21.61	
RATE 7.00						TONS FWD.	
						Tons	
						TOTAL TONS	
						60.90	
						LOAD NO.	
						3	
						DRIVER GROSS & TARE	
						<input checked="" type="checkbox"/> ON <input type="checkbox"/>	
						LEAVE PLANT	
						ARRIVE JOB	
						LEAVE JOB	
						DELAY TIME	

4868948

Total Net

Weekend Charge: NO  
Del Charges: NO  
Tax:  
Sub Total:  
Total:

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a licensed authority of authority as prescribed by Chapter 7 (commencing with Section 12700) of Division 6 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

BY CASTANEDA, JOE DEPUTY  
HOLLIDAY ROCK CO., INC.

OFFICE COPY

APPROVED
DRIVER REC'D BY X
CUSTOMER REC'D BY X

*CITY COUNCIL*

ITEM NO. 7.3



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss 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:** June 27, 2019

**SUBJECT:** Consideration of Change Order No. 7 and Notice of Completion, for Phase 1 Hudson (YAL) Building Tenant Improvements, with Golden Gate Steel, Inc. (Contract No. CITY-1441)

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### **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.

On April 11, 2019, the City Council approved Change Order Nos. 5 and 6, in the amount of **\$75,866.16**:

- **Change Order No. 5** – Costs in the amount of \$21,544.99 were approved for items not included in Change Order No. 4 such as addition of HVAC components, electrical fixtures, painting of the steel girders, flooring moisture sealer and fire protection.
- **Change Order No. 6** – Costs in the amount of \$54,321.17 to furnish and install a 9/16-inch bamboo wood flooring with a ¼-inch rubber base.

As of June 20, 2019, the Contract City Engineer reviewed the following change order for completeness and accuracy as to the materials and labor included:

- **Change Order No. 7** – The specified light fixtures were for T-bar installation which was eliminated. The light fixtures could not be returned and are being stored at the City yard. There is a credit of \$9,493.20 since installation was not required. There is also a credit for reduction of the replacement of the ceiling panels in the amount of \$5,499.47. Only a section of the building required ceiling panels. Total deductive cost is \$14,992.87.

**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
Change Order No. 7	(\$14,992.87)
<b>Revised Project Cost</b>	<b>\$519,514.17</b>

**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
Additional Appropriation – approved April 11, 2019	\$35,006.20
<b>Revised Project Budget</b>	<b>\$534,507.04</b>

**Fiscal Impact:**

The revised contract amount, including Change Order Nos. 1-7, totals \$519,514.17. The revised project budget is \$534,507.04. Therefore, no additional appropriations are necessary.

**Recommendations:**

- 1.) Approve deductive Change Order No. 7 in the amount of \$14,992.87 and authorize the Mayor to execute the approved change order; and
- 2.) Accept the work performed by Golden Gate Steel, Inc., in the amount of \$519,514.17; and
- 3.) Authorize the Contract City Engineer or his designee to execute the Notice of Completion; and
- 4.) Authorize the Deputy City Clerk to file a Notice of Completion for the Project.

**Exhibits:**

- A. Change Order No. 7 dated June 27, 2019
- B. Notice of Completion dated June 27, 2019

---

TH/JN/GP

**EXHIBIT A**

Change Order No. 7 dated June 27, 2019

[Attached]



**EXHIBIT B**

Notice of Completion dated June 27, 2019

[Attached]



# CITY OF INDUSTRY

- Civic Recreational-Industrial Authority
  - City of Industry Public Utilities Commission
  - Industry Urban-Development Agency
  - Parking Authority
- 15625 East Stafford Street, City of Industry, CA 91744

## Notification of Construction Completion

**Project: Phase 1 Hudson (YAL) Building Tenant Improvements**    **Date: June 27, 2019**

**Contract** \_\_\_\_\_ **Contract No.: CITY-1441**

### Contractor: Golden Gate Construction

As a result of an inspection conducted on 06/14/2019 the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

Acceptance of completed construction work shall not relieve the contractor from other requirements of the contract documents.

Accepted by Contractor	Stephen Lim Printed Name	 Signature	PM Title	6/14/19 Date
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Recommended by Project Manager	Gerardo Perez Printed Name	 Signature	Sr. Construction Manager Title	6.17.19 Date
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Recommend by Public Agency	Joshua Nelson Printed Name	 Signature	Contract City Engineer Title	6/14/19 Date
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Approved by Public Agency	Troy Helling Printed Name	 Signature	City Manager Title	 Date
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RECORDING REQUEST

and WHEN RECORDED, MAIL TO:

Agency CITY OF INDUSTRY
Mailing Address 15625 East Stafford Street
Attention: Joshua Nelson
City City of Industry
State, Zip California 91744

THIS SPACE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is given that work was completed on that certain work known as Project No. CITY-1441, Phase 1 Hudson (YAL) Building Tenant Improvements, City of Industry, CA 91744, County of Los Angeles, for the undersigned agency and said work was accepted as complete on June 27, 2019. The contractor on said job was Golden Gate Construction 14775 Carmenita Road, Norwalk, CA 90650.

This Notice of Completion is being recorded on behalf of the Owner CITY OF INDUSTRY, a Public Agency.

City of Industry

By Joshua Nelson, Contract City Engineer

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

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this \_\_\_ day of \_\_\_ 2019, by Joshua Nelson, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Notary Signature)

(Seal)

*CITY COUNCIL*

ITEM NO. 7.4



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss 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:** June 27, 2019

**SUBJECT:** Consideration of Cancellation of Change Order No. 1, Approval of Change Order No. 2 and Notice of Completion for Industry Hills Trail Grading Restoration Phase B (Project No. CIP-IH-18-006-B) with DELT Builders Inc., (Contract No. DS-18-039-B)

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### **Background:**

On May 10, 2018, the City Council awarded Contract No. DS-18-039-B for Industry Hills Trail Grading Restoration Phase B, in the amount of \$354,109.00 to DELT Builders Inc. This project consists of sidewalk and trail improvements, exercise equipment concrete pads, construction of stairways, removal of existing curb ramps, removal of PCC sidewalks and other minor improvements.

On July 26, 2018, due to security concerns, the City Council approved revisions to the original contract which moved the location of the exercise equipment pads to the existing grass area at the corner of Azusa Ave. and Temple Ave.

### **Discussion:**

On February 28, 2019, the City Council decided against installing exercise equipment due to potential liability issues. The City Council also approved the following change order in the amount of \$77,474.95;

- **Change Order No. 1:** Costs in the amount of \$77,474.95 were approved to relocate the exercise equipment pads to the grass area at the corner of Azusa Ave. and Temple Ave. Subsequent to the change order approval this change was not implemented due to the City Council's decision not to install the exercise equipment. Recommend cancellation of Change Order No. 1. No costs were incurred.

Since the City Council decided to eliminate the exercise equipment pads, the concrete equipment pads were eliminated. The following deductive change order has been reviewed by the Contract City Engineer for completeness and accuracy as to the materials and labor included;

- **Change Order No. 2** – Is a deductive change order for deletion of the originally specified concrete equipment pads and decomposed granite. There were some extra costs associated with the contract which reduced the overall deduction. Some of these costs included placement of concrete in the wood stair steps, added concrete curb along one ramp, the stairs were longer than what the plan show and other minor items of work not part of the original contract. The total lump sum deductive cost is \$13,500.00.

As of May 24, 2019 the Contract City Engineer has determined that all work has been completed. CNC Engineering have inspected the site and find all work complete and in accordance with the contract documents.

**Table 1 - Summary of Extra Costs**

Contract Amount	\$354,109.00
Change Order No. 1 (Cancelled)	0
Change Order No. 2 (Deductive)	(\$13,500.00)
<b>Revised Project Cost</b>	<b>\$340,609.00</b>

**Table 2 – Summary of Approved Construction Budget Amount (May 10, 2018)**

Base Bid (DELT)	\$354,109.00
Contingency Allowance	\$85,410.00
<b>Total Original Project Budget</b>	<b>\$439,519.00</b>

The revised contract amount, including cancelled Change Order No. 1 and deductive Change Order No. 2, totals \$340,609.00. The original budgeted amount was \$439,519.00 and therefore no additional appropriations are necessary.

**Fiscal Impact:**

There is no fiscal impact due to Change Order No. 2.

**Recommendations:**

- 1.) Cancel Change Order No. 1 in the amount of \$77,474.95; and
- 2.) Approve deductive Change Order No. 2 in the amount of \$13,500.00 and authorize the Mayor to execute the approved deductive change order; and
- 3.) Accept the work performed by DELT Builders Inc., in the amount of \$340,609.00; and
- 4.) Authorize the Contract City Engineer or his designee to execute the Notice of Completion; and
- 5.) Authorize the Deputy City Clerk to file a Notice of Completion for the Project.

**Exhibits:**

- A. DELT Builders, Inc., Change Order No. 2, dated June 27, 2019
- B. Notice of Completion dated June 27, 2019

**EXHIBIT A**

DELT Builders, Inc., Change Order No. 2, dated June 27, 2019

[Attached]

**CITY OF INDUSTRY**

**CHANGE ORDER**

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

Change Order No. 2

Industry Hills Trail Grading Restoration  
**Project** Phase B

**Contract No.** DS-18-039-B

**Date** June 27, 2019

**Type**  
**Project** Trail Grading

**Contractor** DELT Builders, Inc.

**Location** Industry Hills Trail

**Explanation:**

Credit for deletion of the concrete equipment pads and decomposed granite

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	Credit for concrete pads not constructed and decomposed granite	1	LS		\$13,500.00
<b>TOTAL COST</b>					<b>(\$13,500.00)</b>

**T & M SUMMARY**

*Labor Cost		Total Labor per Day	
*Equipment Cost (See attached breakdown)		Total Equipment per Day	
*Material Cost		<b>Sub-Total</b>	\$ -
(*Attach breakdown of labor, equipment and materials)			
<b>CHANGE ORDER SUMMARY</b>	% of Contract Amount	Other Additive (Profit & Bond Fee)	
Original Contract Amount	\$ 354,109.00	<b>Total T &amp; M</b>	\$ -
Total Previous Change Orders	0.00%		
Total Change Orders	\$ (13,500.00) -3.81%	<b>Pay This CHANGE ORDER</b>	<b>(\$13,500.00) -3.81%</b>

Authorized by \_\_\_\_\_

Additional Contract Days \_\_\_\_\_

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 6/14/19  
 Contractor Representative Date  
Joshua Nelson 6/14/19  
 Joshua Nelson - Contract City Engineer Date

Troy Helling 6.17.19  
 City Manager Date  
Gerardo Perez  
 Gerardo Perez, Project Manager Date



# DELT BUILDERS

9559 CENTER AVE., SUITE H  
 RANCHO CUCAMONGA, CA. 91730  
 909-466-4810 FAX 909-466-4811  
 E-MAIL: INFO@DELTBUILDERS.COM

## CHANGE ORDER REQUEST #002

**DATE:** 6/12/2019    **JOB#:** 18003    **TITLE:** INDUSTRY HILLS TRAIL GRADING PHASE B

**TO:** GERRY PEREZ  
**COMPANY:** CITY OF INDUSTRY  
**ADDRESS:** 15625 E. STAFFORD STREET  
CITY OF INDUSTRY, CA. 91744

**TITLE / FIELD ORDER / INSTRUCTION BULLETIN / CONSTRUCTION  
 CHANGE DIRECTIVE:**

**PHONE #:** \_\_\_\_\_ 626-333-2211  
**FAX #:** \_\_\_\_\_

### GENERAL DESCRIPTION

DELETION OF WORK, CONCRETE PADS, DECOMPOSED GRANITE, EQUIPMENT PADS. These deleted items have cost associated with general conditions, insurance, bonds, profit and overhead, also hard costs such as traffic control. After taking all aspects into account below is the deduct for the delted items. Includes additon of removing dirt at existing stairs and replaceing with concrete on Temple, additional concrete, curb and fence rail on Azusa. Additional stair steps and landing at stairways.

### PRICING

CONTRACTOR	DESCRIPTION	LABOR	MATERIALS	EQUIPMENT	LUMP SUM	MARKUP (%)	TOTALS
DELT BUILDERS	DECOMPOSED GRANITE				\$ (15,378.00)		\$ (15,378.00)
							\$ -
	EQUIPMENT PADS				\$ (7,781.00)		\$ (7,781.00)
	DG STABILIZER				\$ (6,105.00)		\$ (6,105.00)
	CONCRETE WALK/STAIRS/CURB				\$ 7,964.00		\$ 7,964.00
	STAIRS ON TEMPLE CONCRETE				\$7,800		\$ 7,800.00
							\$ -
<b>SUBTOTALS</b>		\$ -	\$ -	\$ -	\$ (13,500.00)		

### APPROVALS

**DELT BUILDERS** \_\_\_\_\_ **Tom Mithers**    **DATE** 6/12/2019  
**CONSULTANT** \_\_\_\_\_    **DATE** \_\_\_\_\_  
**OWNER** \_\_\_\_\_    **DATE** \_\_\_\_\_

### SUMMARY

**BOND COSTS** \_\_\_\_\_ \$ -  
**OTHER** \_\_\_\_\_  
**GRAND TOTAL** \$ (13,500.00)

**EXHIBIT B**

Notice of Completion dated June 27, 2019

[Attached]



# CITY OF INDUSTRY

- Civic Recreational-Industrial Authority
  - City of Industry Public Utilities Commission
  - Industry Urban-Development Agency
  - Parking Authority
- 15625 East Stafford Street, City of Industry, CA 91744

## Notification of Construction Completion

**Project: Industry Trails Grading, Phase B**

**Date: June 27, 2019**

**Contract No.: CIP-IH-18-006-B**

**Contract**

**Agreement No.: DS-18-039-B**

**Contractor: Delt Builders, Inc.**

As a result of an inspection conducted on 05/30/2019 the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

Acceptance of completed construction work shall not relieve the contractor from other requirements of the contract documents.

Accepted by Contractor	<i>THOMAS MITTERS</i>	<i>[Signature]</i>	<i>P.M.</i>	<i>6/14/19</i>
	Printed Name	Signature	Title	Date

Recommended by Project Inspector	Shaun Malganji	<i>[Signature]</i>	Inspector	<i>6/17/19</i>
	Printed Name	Signature	Title	Date

Recommended by Project Manager	Gerardo Perez	<i>[Signature]</i>	Sr. Construction Manager	<i>6/17/19</i>
	Printed Name	Signature	Title	Date

Recommend by Public Agency	Joshua Nelson	<i>[Signature]</i>	Contract City Engineer	<i>6/14/19</i>
	Printed Name	Signature	Title	Date

Approved by Public Agency	Troy Helling		City Manager	
	Printed Name	Signature	Title	Date

RECORDING REQUEST

and WHEN RECORDED, MAIL TO:

Agency CITY OF INDUSTRY  
Mailing 15625 East Stafford Street  
Address Attention: Joshua Nelson  
City City of Industry  
State, Zip California 91744

THIS SPACE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is given that work was completed on that certain work known as Project No. **CIP-IH-18-006-B, Industry Trails Grading, Phase B, City of Industry, CA 91744, County of Los Angeles**, for the undersigned agency and said work was accepted as complete on June 27, 2019. The contractor on said job was **Delt Builders, Inc. 9559 Center Avenue, Suite H Rancho Cucamonga, CA 91730**.

This Notice of Completion is being recorded on behalf of the **Owner CITY OF INDUSTRY**, a Public Agency.

City of Industry

By \_\_\_\_\_  
**Joshua Nelson, Contract City Engineer**

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

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_ 2019, by Joshua Nelson, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
(Notary Signature)

(Seal)

*CITY COUNCIL*

ITEM NO. 7.5



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Bing Hyun, Assistant City Manager *BH*

**DATE:** June 27, 2019

**SUBJECT:** Consideration of Amendment No. 3 to the Property and Casualty Claims Administration Services Agreement with Keenan and Associates extending the term to June 30, 2022

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### **Background:**

On July 1, 2016, the City entered into a Property and Casualty Claims Administration Services Agreement ("Agreement") with Keenan and Associates ("Keenan") for administrative, adjustment and investigative services related to claims filed against the City. Matters that are covered as part of the Agreement include accidents, incidents or claims reported.

On July 27, 2017, City Council approved Amendment No. 1 to the Agreement to approve the compensation rates for the period of July 1, 2017 to June 30, 2018. On June 28, 2019 Amendment No. 2 was approved to approve the same compensation rates for the period of July 1, 2018 to June 30, 2019.

The City has been satisfied with the service provided, and this proposed Amendment No. 3 amends the Agreement to extend the term to June 30, 2022, with no changes to the compensation from the existing agreement.

### **Fiscal Impact:**

The Fiscal Year 2019-2020 adopted budget included an appropriation for property and casualty claims administration services under General Fund – Central Services – General Insurance and Bonding (account no. 100-507-5815).

### **Recommendation:**

- 1.) Staff recommends the City Council authorize the City Manager to execute Amendment No. 3 to the Property and Casualty Claims Administration Services Agreement with Keenan and Associates.

**Exhibit:**

- A. Amendment No. 3 to the Property and Casualty Claims Administration Services Agreement dated June 27, 2019
- 

TH/BH:yp

**EXHIBIT A**

Amendment No. 3 to the Property and Casualty Claims Administration Services  
Agreement dated June 27, 2019

[Attached]

**AMENDMENT NO. 3  
TO PROPERTY AND CASUALTY CLAIMS  
ADMINISTRATION SERVICES AGREEMENT**

This Amendment No. 3 to the Property and Casualty Claims Administration Services Agreement (“Agreement”), is made and entered into this 27th day of June 2019, by and between the City of Industry, a California municipal corporation (“City”) and Keenan & Associates, a California corporation (“Contractor”). The City and Contractor are hereinafter collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS**, on or about July 1, 2016, the Agreement was entered into and executed between the City and Contractor to allow Contractor to serve as the City’s property and casualty claims administrator for the period of July 1, 2016 through June 30, 2019; and

**WHEREAS**, on or about July 27, 2017, the Amendment No. 1 to the Agreement was entered into and executed between the City and Contractor to approve the compensation rates of the Agreement for the period July 1, 2017 to June 30, 2018; and

**WHEREAS**, on or about July 28, 2018, the Amendment No. 2 to the Agreement was entered into and executed between the City and Contractor to approve the compensation rates of the Agreement for the period July 1, 2018 to June 30, 2019; and

**WHEREAS**, the City and Contractor desire to amend the Agreement to extend the term of the Agreement to June 30, 2022; and

**WHEREAS**, for the reasons set forth herein, the City and Contractor desire to enter into this Amendment No. 3, 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, shall remain in full force and effect except as otherwise hereinafter provided:

**Section 1. Term**

The first sentence of Section 1 is hereby amended to read in its entirety as follows:

The term of this Agreement is from July 1, 2016 through June 30, 2022 ("Term") unless extended or terminated earlier as provided herein.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to the Agreement as of the Effective Date.

**“CITY”**  
**City of Industry**

**“CONTRACTOR”**

By: \_\_\_\_\_  
Troy Helling, City Manager

By: \_\_\_\_\_  
Steven V. Moccardini, Vice-President

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Deputy City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, City Attorney

*CITY COUNCIL*

ITEM NO. 7.6



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Bing Hyun, Assistant City Manager *BH*

**DATE:** June 27, 2019

**SUBJECT:** Consideration of a Professional Services Agreement with PlaceWorks to prepare CEQA documentation for a project at the Industry Business Center, in an amount not to exceed \$15,358 from June 27, 2019 to June 27, 2020

---

### **Background:**

The project applicant for the Industry Business Center ("IBC") submitted development plans for three industrial buildings within the IBC. Pursuant to the California Environmental Quality Act ("CEQA"), it is necessary for the City to conduct an environmental review for the proposed development project.

### **Discussion:**

The 2004 IBC EIR was certified on October 28, 2004 and subsequent documents have been prepared, including two addendums in 2007 and 2018, respectively, and a Supplemental EIR in 2009. PlaceWorks (formerly known as The Planning Center) prepared the 2004 IBC EIR, and was selected to provide mitigation implementation and monitoring services for the IBC and the EIR (2004) and Supplemental EIR (2009). Due to the firm's experience with CEQA documentation and familiarity with the project, staff recommends PlaceWorks be selected to prepare an addendum for the submitted development plans.

### **Fiscal Impact:**

Appropriate \$15,358 to the General Fund – Planning – Professional Services (account no. 100-521-5120-01) for the Professional Services Agreement with Placeworks. The City will recover the costs of this contract through cost recovery agreements with developers.

### **Recommendation:**

Staff recommends that the City Council approve the Professional Services Agreement with PlaceWorks, in an amount not to exceed \$15,358.

**Exhibit:**

A. Professional Services Agreement with PlaceWorks, dated June 27, 2019

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TH/BH:kt

**EXHIBIT A**

Professional Services Agreement with PlaceWorks, dated June 27, 2019

[Attached]

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of June 27, 2019 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and PlaceWorks, 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 27, 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 planning consultant services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom

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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifteen Thousand Three Hundred Fifty-Eight Dollars (\$15,358.00) 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 4 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, City Attorney  
Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746

To Consultant: PlaceWorks, Inc.  
3 MacArthur Place, Suite 1100  
Santa Ana, CA 92707  
Dwayne Mears, 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 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”**  
PlaceWorks, Inc.

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

The City certified the 2004 Environmental Impact Report (“EIR”) for the Industry Business Center (“IBC”) Project on October 28, 2004. Subsequent documents have been prepared including two addendums in 2007 and 2018, respectively, and a Supplemental EIR in 2009. The project applicant has submitted development plans for three industrial buildings within the IBC Project. Consultant will prepare an addendum to the 2004 IBC EIR, to provide proper California Environmental Quality Act (“CEQA”) clearance.

The project applicant has submitted development plans for three industrial buildings within the Industry Business Center. These include:

**Development Plan No. 19-04, JN 9334, Buildings No. 11 & No. 12.** The following buildings are proposed on a lot that is currently vacant with the Assessor’s Parcel number of 8719-007-934. Building 11 will consist of a concrete tilt up industrial building approximately 64,000 square feet and, Building 12 will consist of a concrete tilt up industrial building approximately 60,000 square feet.

**Development Plan No. 19-03, JN 9333, Building No. 2.** The following building is proposed on a lot that is currently vacant with the Assessor’s Parcel number of 8719-008-902. One concrete tilt up industrial building approximately 627,480 square feet.

**TASK 1. PROJECT INITIATION**

Consultant will attend a kick-off meeting with the applicant’s project team and City staff to discuss the project and the proposed scope of work. During the meeting, City and Consultant will identify data needs, project objectives, and document review protocol and ensure that deliverables are consistent with the overall project timeline.

**TASK 2. PROJECT DESCRIPTION**

With information from the kick-off meeting and application materials, Consultant will prepare a comprehensive project description that will comply with the California Environmental Quality Act (“CEQA”), articulate the proposed development, list discretionary approvals, describe any off-site improvements necessary to support the project if any, and include any other pertinent project information. Because the project description is the foundation of the environmental document, Consultant will submit the draft project description to the City and the applicant for review prior to including it in the analysis.

**TASK 3. PREPARE FIRST AND SECOND SCREEN CHECK ADDENDUM**

Consultant will prepare the first draft of the Addendum for review by the City. The Addendum will review the project’s potential impacts relative to the analysis and

conclusions of the previous EIR and determine if any of the conditions in CEQA Guidelines Section 15162(a)(1)-(3) are present. If such conditions are not found, completion of the Addendum may proceed.

#### **TASK 4. PREPARE PROOF CHECK DRAFT ADDENDUM**

Upon receipt of the City's and applicant's comments on the second screen check Addendum submittal, Consultant will make revisions and resubmit the document as a proof check Addendum. No major comments on the document are anticipated from City staff at this review.

#### **TASK 5. DISTRIBUTION OF ADDENDUM**

The proof check document with any revisions requested by City staff will serve as the official Addendum. Consultant will prepare electronic versions of CEQA document; City will print hard copies as needed. Consultant will prepare for City distribution required CEQA notices for this project. While an Addendum is not circulated for public review, the City will be responsible for internal distribution and any newspaper notices.

#### **TASK 6. MEETING ATTENDANCE AS NEEDED**

In addition to the kick-off meeting, the scope includes budget for Consultant's attendance at the following public meetings:

- Planning Commission public hearings (one or more meetings, budget provided for two)
- City Council public hearings (one or more meetings, budget provided for two)

EXHIBIT B  
RATE SCHEDULE

**Hourly Rates by Staff Level**

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

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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