

# CITY OF INDUSTRY

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CITY COUNCIL  
REGULAR MEETING  
AGENDA

OCTOBER 10, 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. **CONSENT CALENDAR**

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

5.1 Consideration of the Register of Demands for October 10, 2019

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

5.2 Consideration of the minutes of the September 10, 2019 special meeting

*RECOMMENDED ACTION: Approve as submitted.*

5.3 Consideration of Amendment No. 1 to the License Agreement with Southern California Gas Company for Access to Assessor's Parcel Number 8264-004-908, located at Hatcher Road and Railroad Street (MP 99-60 #10)

*RECOMMENDED ACTION: Approve the Amendment.*

6. **ACTION ITEMS**

6.1 Consideration of Resolution No. CC 2019-50 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2019-28 AND ADOPTING A REVISED SALARY RANGE SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2019-2020

*RECOMMENDED ACTION: Adopt Resolution No. CC 2019-50.*

6.2 Consideration of Resolution No. CC 2019-51 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE CITY OF HOPE IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) FOR THE WALK FOR HOPE ANNUAL 2K AND 5K WALK AND RUN

*RECOMMENDED ACTION: Adopt Resolution No. CC 2019-51.*

6.3 Consideration of a License Agreement with Evans Food Group LTD., for access to the parking lot located at El Encanto Healthcare and Rehabilitation Center and Workman and Temple Family Homestead Museum, to utilize as a Temporary Overflow Parking Area

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.4 Consideration of a License Agreement with Biscuit Filmworks, LLC, for access to the parking lot located at El Encanto Healthcare and Rehabilitation Center, to utilize as a Temporary Overflow Parking Area

*RECOMMENDED ACTION: Ratify the Agreement.*

- 6.5 Consideration of Amendment No. 1 to the Loan Agreement between the City of La Puente and the City of Industry for the Mitigation of Noise, Traffic and Railroad Impacts and for other Public Purposes.

*RECOMMENDED ACTION: Approve the Amendment.*

- 6.6 Consideration of Amendment No. 1 to the Professional Services Agreement with PlaceWorks, Inc., increasing the compensation by \$5,700 to provide an Initial Study/Negative Declaration or Mitigated Negative Declaration for a proposed automobile dealership located at 17647 Gale Avenue

*RECOMMENDED ACTION: Approve the Amendment.*

- 6.7 Consideration of Amendment No. 2 to the Employment Agreement with Troy Helling for City Manager Services

*RECOMMENDED ACTION: Approve Amendment No. 2 to the Employment Agreement with Troy Helling for City Manager services.*

- 6.8 Consideration of authorization to advertise for public bids for Amar Road Streetlight Installation from Aileron Avenue to Echelon Avenue for an estimated cost of \$239,740.00 (Contract No. CITY-1453)

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

- 6.9 Consideration of Award of Project No. CIP-STR-19-044-B, Annual Slurry Seal FY 18-19, to Doug Martin Contracting Company, Inc., for an amount not to exceed \$179,529.75, and adoption of a Notice of Exemption regarding same

*RECOMMENDED ACTION: Award the contract to Doug Martin Contracting Company, Inc., in the amount of \$179,529.75, and adopt a Notice of Exemption for the project.*

- 6.10 Consideration of Award of Project No. CIP-SD-18-040-B, Citywide Catch Basin Retrofits – Phase 2, to United Storm Water Inc., for an amount not to exceed \$237,460.00, and adoption of a Notice of Exemption regarding same

*RECOMMENDED ACTION: Award the contract to United Storm Water, Inc., in the amount of \$237,460.00, and adopt a Notice of Exemption for the project.*

- 6.11 Consideration of the cancellation of the November 28, 2019 City Council Meeting

*RECOMMENDED ACTION: Cancel the November 28, 2019 Regular City Council meeting.*

- 6.12 Consideration of the cancellation of the December 26, 2019 City Council Meeting, and to Close City Hall between December 23, 2019 and January 1, 2020

*RECOMMENDED ACTION: Cancel the December 26, 2019 City Council meeting and close City Hall starting December 23, 2019 thru January 1, 2020.*

7. **CITY COUNCIL COMMITTEE REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. Adjournment. The next regular City Council Meeting will be Thursday, October 24, 2019 at 9:00 a.m.

# CITY OF INDUSTRY

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*CITY COUNCIL*

ITEM NO. 5.1

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING OF OCTOBER 10, 2019**

**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	5,719,371.84
103	PROP A FUND	4,176.01
120	CAPITAL IMPROVEMENT FUND	354,211.09
TOTAL ALL FUNDS		6,077,758.94

**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	247,354.31
PROP/A	PROP A - CKING ACCOUNT	4,176.01
REF	REFUSE - CKING ACCOUNT	2,906,569.34
WFBK	WELLS FARGO - CKING ACCOUNT	2,919,659.28
TOTAL ALL BANKS		6,077,758.94

**APPROVED PER CITY MANAGER**

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**CITY OF INDUSTRY  
BANK OF AMERICA  
October 10, 2019**

Check	Date		Payee Name	Check Amount
<b>CITYGEN.CHK - City General</b>				
<b>WT1130</b>	09/17/2019		<b>JOHN HANCOCK USA</b>	<b>\$7,902.91</b>
	Invoice	Date	Description	Amount
	7/27-9/6/19	09/12/2019	PARS CONTRIBUTIONS FOR AUGUST 2019	\$7,902.91
<b>WT1131</b>	09/24/2019		<b>MIDAMERICA ADMINISTRATIVE &amp;</b>	<b>\$42,595.22</b>
	Invoice	Date	Description	Amount
	OCT-NOV2019	09/24/2019	MEDICAL PREMIUM REIMBURSEMENTS	\$42,595.22
<b>WT1132</b>	09/24/2019		<b>CAL-PERS</b>	<b>\$46,856.18</b>
	Invoice	Date	Description	Amount
	OCT2019	09/24/2019	CALPERS MEDICAL PREMIUM FOR OCTOBER 2019	\$46,856.18
<b>24436</b>	09/30/2019		<b>CITY OF INDUSTRY</b>	<b>\$150,000.00</b>
	Invoice	Date	Description	Amount
	9/30/19	09/30/2019	TRANSFER ADDITIONAL FUNDS	\$150,000.00

Checks	Status	Count	Transaction Amount
	Total		<b>\$247,354.31</b>

CITY OF INDUSTRY

PROP A

October 10, 2019

Check	Date		Payee Name	Check Amount
<b>PROPA.CHK - Prop A Checking</b>				
90114	09/25/2019		WALNUT VALLEY WATER DISTRICT	\$506.46
	Invoice	Date	Description	Amount
	3439156	09/11/2019	7/31-8/30/19 SVC-PLATFORM METROLINK BREA CYN	\$20.54
	3438228	09/10/2019	8/1-8/31/19 SVC-IRR METROLINK STA-SPANISH LN	\$485.92
90115	09/30/2019		SO CALIFORNIA EDISON COMPANY	\$141.25
	Invoice	Date	Description	Amount
	2020-00000388	09/21/2019	8/21-9/20/19 SVC-600 S BREA CYN B	\$141.25
90116	10/10/2019		INDUSTRY SECURITY SERVICES	\$3,427.90
	Invoice	Date	Description	Amount
	14-24162	09/27/2019	SECURITY SVC-METROLINK	\$1,713.95
	14-24145	09/20/2019	SECURITY SVC-METROLINK	\$1,713.95
90117	10/10/2019		SO CAL INDUSTRIES	\$100.40
	Invoice	Date	Description	Amount
	400590	09/10/2019	RR RENTAL-METROLINK	\$100.40

Checks	Status	Count	Transaction Amount
	Total	4	\$4,176.01

**CITY OF INDUSTRY  
WELLS FARGO REFUSE  
October 10, 2019**

Check	Date			Payee Name	Check Amount
<b>REFUSE - Refuse Account</b>					
WT264	08/02/2019			CITY OF INDUSTRY DISPOSAL CO.	\$1,441,603.28
	Invoice	Date	Description	Amount	
	3708028	08/02/2019	REFUSE SVC 7/1-7/31/19	\$1,441,603.28	
WT265	09/04/2019			CITY OF INDUSTRY DISPOSAL CO.	\$1,464,966.06
	Invoice	Date	Description	Amount	
	3722715	09/04/2019	REFUSE SVC 8/1-8/31/19	\$1,464,966.06	

Checks	Status	Count	Transaction Amount
	Total	2	\$2,906,569.34

**CITY OF INDUSTRY**  
**WELLS FARGO VOIDED CHECKS**  
**October 10, 2019**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
72017	09/26/2019		CITY OF INDUSTRY DISPOSAL CO.	(\$2,239.52)
	Invoice	Date	Description	Amount
			VOIDED CHECK-SIGNED IN ERROR	
	3712289	08/31/2019	DISP SVC-3226 GILMAN RD	\$84.51
	3712290	08/31/2019	DISP SVC-16000 TEMPLE AVE	\$140.85
	3712291	08/31/2019	DISP SVC-14362 PROCTOR AVE	\$84.51
	3712292	08/31/2019	DISP SVC-15710 NELSON AVE	\$28.17
	3712293	08/31/2019	DISP SVC-15702 NELSON AVE	\$28.17
	3712294	08/31/2019	DISP SVC-507 TURNBULL CYN RD	\$56.34
	3712295	08/31/2019	DISP SVC-15730 NELSON AVE	\$28.17
	3712296	08/31/2019	DISP SVC-15644 NELSON AVE	\$28.17
	3712297	08/31/2019	DISP SVC-15626 NELSON AVE	\$28.17
	3712298	08/31/2019	DISP SVC-629 GIANO AVE	\$56.34
	3712299	08/31/2019	DISP SVC-754 S 5TH AVE	\$56.34
	3712300	08/31/2019	DISP SVC-210 S 9TH AVE	\$56.34
	3712301	08/31/2019	DISP SVC-16020 HILL ST	\$28.17
	3712302	08/31/2019	DISP SVC-15736 NELSON AVE	\$28.17
	3712303	08/31/2019	DISP SVC-15634 NELSON AVE	\$28.17
	3712304	08/31/2019	DISP SVC-257 TURNBULL CYN RD	\$42.26
	3712305	08/31/2019	DISP SVC-643 GIANO AVE	\$56.34
	3712306	08/31/2019	DISP SVC-15151 PROCTOR AVE	\$84.51
	3712307	08/31/2019	DISP SVC-15157 WALBROOK DR	\$28.17
	3712308	08/31/2019	DISP SVC-16000 HILL ST	\$28.17
	3712309	08/31/2019	DISP SVC-16010 HILL ST	\$56.34
	3712310	08/31/2019	DISP SVC-16014 HILL ST	\$28.17
	3712311	08/31/2019	DISP SVC-16229 HANDORF RD	\$28.17

**CITY OF INDUSTRY**  
**WELLS FARGO VOIDED CHECKS**  
**October 10, 2019**

Check	Date	Payee Name	Check Amount	
<b>CITY.WF.CHK - City General Wells Fargo</b>				
3712312	08/31/2019	DISP SVC-16242 HANDORF RD	\$56.34	
3712313	08/31/2019	DISP SVC-16220 HANDORF RD	\$84.51	
3712314	08/31/2019	DISP SVC-16218 HANDORF RD	\$28.17	
3712315	08/31/2019	DISP SVC-16217 HANDORF RD	\$56.34	
3712316	08/31/2019	DISP SVC-16227 HANDORF RD	\$28.17	
3712317	08/31/2019	DISP SVC-16238 HANDORF RD	\$28.17	
3712318	08/31/2019	DISP SVC-16224 HANDORF RD	\$28.17	
3712319	08/31/2019	DISP SVC-15714 NELSON AVE	\$28.17	
3712320	08/31/2019	DISP SVC-15652 NELSON AVE	\$28.17	
3712321	08/31/2019	DISP SVC-134 TURNBULL CYN RD	\$28.17	
3712322	08/31/2019	DISP SVC-14063 PROCTOR AVE	\$84.51	
3712323	08/31/2019	DISP SVC-20137 E WALNUT DR	\$28.17	
3712324	08/31/2019	DISP SVC-15722 NELSON AVE	\$28.17	
3712325	08/31/2019	DISP SVC-17229 CHESTNUT ST	\$84.51	
3712326	08/31/2019	DISP SVC-130 TURNBULL CYN RD	\$28.17	
3712328	08/31/2019	DISP SVC-138 TURNBULL CYN RD	\$28.17	
3712327	08/31/2019	DISP SVC-132 TURNBULL CYN RD	\$28.17	
3712329	08/31/2019	DISP SVC-15236 VALLEY BLVD	\$169.02	
3712330	08/31/2019	DISP SVC-16200 TEMPLE AVE	\$84.51	
3712331	08/31/2019	DISP SVC-14310 PROCTOR AVE	\$84.51	
3712332	08/31/2019	DISP SVC-16212 TEMPLE AVE	\$84.51	
<b>72043</b>	<b>09/26/2019</b>	<b>09/26/2019</b>	<b>INTERIOR IMAGES, INC.</b>	<b>(\$10,588.61)</b>
Invoice	Date	Description	Amount	
3001	09/10/2019	VOIDED CHECK-SIGNED IN ERROR INTERIOR DESIGN-EL ENCANTO FACILITY	\$10,588.61	

**CITY OF INDUSTRY**  
**WELLS FARGO VOIDED CHECKS**  
**October 10, 2019**

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

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Checks	Status	Count	Transaction Amount
	Total	2	(\$12,828.13)

**CITY OF INDUSTRY**  
**WELLS FARGO WIRE TRANSFER**  
**October 10, 2019**

Check	Date	Payee Name		Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
WT10015	10/10/2019	SCHLICHTING, DIANE		\$10,365.35
	Invoice	Date	Description	Amount
	10/1-10/31/19	09/26/2019	PER SETTLEMENT AGRMT DATED 8/22/18	\$10,365.35

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

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 10, 2019**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>72095</b>	09/25/2019		<b>CITY OF HOPE</b>	<b>\$200.00</b>
	Invoice	Date	Description	Amount
	09/24/19	09/24/2019	C/O FRANCES L. MASCHIO MEMORIAL FUND	\$200.00
<b>72096</b>	09/25/2019		<b>SAN GABRIEL VALLEY</b>	<b>\$1,000.00</b>
	Invoice	Date	Description	Amount
	SGVAF2019-2	09/18/2019	SILVER SPONSORSHIP FOR FUNDRAISER	\$1,000.00
<b>72097</b>	09/25/2019		<b>SOUTH COAST A.Q.M.D.</b>	<b>\$564.24</b>
	Invoice	Date	Description	Amount
	3489412	09/03/2019	ICE EM ELEC GEN-DIESEL-EL ENCANTO	\$421.02
	3492125	09/03/2019	FLAT FEE EMISSIONS-EL ENCANTO	\$143.22
<b>72098</b>	09/25/2019		<b>UNITED SITE SERVICES OF</b>	<b>\$3,053.57</b>
	Invoice	Date	Description	Amount
	0-1749093	09/19/2019	RENTAL FOR TWENTIES FESTIVAL-HOMESTEAD	\$3,053.57
<b>72099</b>	09/25/2019		<b>SAN GABRIEL VALLEY WATER CO.</b>	<b>\$831.20</b>
	Invoice	Date	Description	Amount
	2020-00000369	09/13/2019	08/13-09/12/19 SVC - 132 IRRIG PUENTE	\$393.60
	2020-00000370	09/13/2019	08/13-09/12/19 SVC - 123 IRRIG WORKMAN MILL	\$246.61
	2020-00000371	09/13/2019	08/13-09/12/19 SVC - 13756 VALLEY	\$190.99
<b>72100</b>	09/25/2019		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$799.67</b>
	Invoice	Date	Description	Amount
	2020-00000372	09/11/2019	08/09-09/10/19 SVC - 575 BALDWIN PARK BLVD U	\$66.44
	2020-00000373	09/11/2019	07/15-09/06/19 SVC - VALLEY BLVD U-VARIOUS SITES	\$675.40

**CITY OF INDUSTRY  
WELLS FARGO BANK**

**October 10, 2019**

2020-00000374                      09/12/2019                      08/12-09/11/19 SVC - 490 7TH U                      \$57.83

72101	09/25/2019			THREE VALLEYS MUNICIPAL WATER	\$2,130.24
	Invoice	Date	Description	Amount	
	05398	08/31/2019	08/01-08/31/19 SVC - TONNER CYN	\$2,130.24	

72102	09/25/2019			VERIZON BUSINESS	\$186.61
	Invoice	Date	Description	Amount	
	61170433	09/10/2019	08/01-08/31/19 SVC - VARIOUS SITES	\$46.88	
	61170434	09/10/2019	08/01-08/31/19 SVC - VARIOUS SITES	\$139.73	

72103	09/25/2019			WALNUT VALLEY WATER DISTRICT	\$12,213.12
	Invoice	Date	Description	Amount	
	3438257	09/10/2019	08/01-08/31/19 SVC - IRR 820 FAIRWAY DR	\$91.22	
	3438309	09/10/2019	08/01-08/31/19 SVC - LEMON AVE N OF CURRIER RD	\$86.04	
	3438343	09/10/2019	08/01-08/31/19 SVC - BREA CYN RD & OLD RANCH RD	\$55.96	
	3438359	09/10/2019	08/01-08/31/19 SVC - FERRERO & GRAND EAST RAMP	\$711.62	
	3438378	09/10/2019	08/01-08/31/19 SVC - BAKER PKWY METER #1	\$432.79	
	3438379	09/10/2019	08/01-08/31/19 SVC - BAKER PKWY METER #2	\$255.60	
	3438385	09/10/2019	08/01-08/31/19 SVC - GRAND AVE CROSSING	\$470.66	
	3438386	09/10/2019	08/01-08/31/19 SVC - GRAND CROSSING	\$79.84	
	3438388	09/10/2019	08/01-08/31/19 SVC - 22002 VALLEY BLVD	\$292.84	
	3438405	09/10/2019	08/01-08/31/19 SVC - 21350 VALLEY-MEDIAN	\$217.64	
	3438406	09/10/2019	08/01-08/31/19 SVC - GRAND CROSSING EAST	\$57.84	
	3438407	09/10/2019	08/01-08/31/19 SVC - GRAND CROSSING WEST	\$82.28	
	3438408	09/10/2019	08/01-08/31/19 SVC - BAKER PKWY & GRAND N/W CNR	\$1,127.10	
	3438415	09/10/2019	08/01-08/31/19 SVC - E/S GRAND S/O BAKER PKWY	\$196.50	
	3438421	09/10/2019	08/01-08/31/19 SVC - BREA CYN N OF RR TRKS	\$306.30	
	3438422	09/10/2019	08/01-08/31/19 SVC - BREA CYN N OF CURRIER	\$61.90	
	3438424	09/10/2019	08/01-08/31/19 SVC - 60 FWY INTERCHANGE FAIRWAY	\$69.42	
	3438443	09/10/2019	08/01-08/31/19 SVC - END OF BAKER PKWY-TEMP	\$6,789.53	
	3438449	09/10/2019	08/01-08/31/19 SVC - 21627 GRAND CROSSING PKWY	\$148.43	
	3438450	09/10/2019	08/01-08/31/19 SVC - 21627 GRAND CROSSING PKWY	\$144.14	

# CITY OF INDUSTRY

## WELLS FARGO BANK

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3438456	09/10/2019	08/07-08/31/19 SVC - GRAND CROSSING PKWY W/O	\$424.36
3439137	09/11/2019	07/31-08/30/19 SVC - PUMP STN N/W CHERYL	\$29.43
3439157	09/11/2019	07/31-08/30/19 SVC - PUMP STN BREA CYN	\$20.54
3439383	09/11/2019	07/31-08/30/19 SVC - NOGALES PUMP STN	\$61.14

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<b>72104</b>	09/26/2019	<b>CITY OF INDUSTRY DISPOSAL CO.</b>	<b>\$2,239.52</b>
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Invoice	Date	Description	Amount
3712289	08/31/2019	DISP SVC-3226 GILMAN RD	\$84.51
3712290	08/31/2019	DISP SVC-16000 TEMPLE AVE	\$140.85
3712291	08/31/2019	DISP SVC-14362 PROCTOR AVE	\$84.51
3712292	08/31/2019	DISP SVC-15710 NELSON AVE	\$28.17
3712293	08/31/2019	DISP SVC-15702 NELSON AVE	\$28.17
3712294	08/31/2019	DISP SVC-507 TURNBULL CYN RD	\$56.34
3712295	08/31/2019	DISP SVC-15730 NELSON AVE	\$28.17
3712296	08/31/2019	DISP SVC-15644 NELSON AVE	\$28.17
3712297	08/31/2019	DISP SVC-15626 NELSON AVE	\$28.17
3712298	08/31/2019	DISP SVC-629 GIANO AVE	\$56.34
3712299	08/31/2019	DISP SVC-754 S 5TH AVE	\$56.34
3712300	08/31/2019	DISP SVC-210 S 9TH AVE	\$56.34
3712301	08/31/2019	DISP SVC-16020 HILL ST	\$28.17
3712302	08/31/2019	DISP SVC-15736 NELSON AVE	\$28.17
3712303	08/31/2019	DISP SVC-15634 NELSON AVE	\$28.17
3712304	08/31/2019	DISP SVC-257 TURNBULL CYN RD	\$42.26
3712305	08/31/2019	DISP SVC-643 GIANO AVE	\$56.34
3712306	08/31/2019	DISP SVC-15151 PROCTOR AVE	\$84.51
3712307	08/31/2019	DISP SVC-15157 WALBROOK DR	\$28.17
3712308	08/31/2019	DISP SVC-16000 HILL ST	\$28.17
3712309	08/31/2019	DISP SVC-16010 HILL ST	\$56.34
3712310	08/31/2019	DISP SVC-16014 HILL ST	\$28.17
3712311	08/31/2019	DISP SVC-16229 HANDORF RD	\$28.17
3712312	08/31/2019	DISP SVC-16242 HANDORF RD	\$56.34

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WELLS FARGO BANK**

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3712313	08/31/2019	DISP SVC-16220 HANDORF RD	\$84.51
3712314	08/31/2019	DISP SVC-16218 HANDORF RD	\$28.17
3712315	08/31/2019	DISP SVC-16217 HANDORF RD	\$56.34
3712316	08/31/2019	DISP SVC-16227 HANDORF RD	\$28.17
3712317	08/31/2019	DISP SVC-16238 HANDORF RD	\$28.17
3712318	08/31/2019	DISP SVC-16224 HANDORF RD	\$28.17
3712319	08/31/2019	DISP SVC-15714 NELSON AVE	\$28.17
3712320	08/31/2019	DISP SVC-15652 NELSON AVE	\$28.17
3712321	08/31/2019	DISP SVC-134 TURNBULL CYN RD	\$28.17
3712322	08/31/2019	DISP SVC-14063 PROCTOR AVE	\$84.51
3712323	08/31/2019	DISP SVC-20137 E WALNUT DR	\$28.17
3712324	08/31/2019	DISP SVC-15722 NELSON AVE	\$28.17
3712325	08/31/2019	DISP SVC-17229 CHESTNUT ST	\$84.51
3712326	08/31/2019	DISP SVC-130 TURNBULL CYN RD	\$28.17
3712328	08/31/2019	DISP SVC-138 TURNBULL CYN RD	\$28.17
3712327	08/31/2019	DISP SVC-132 TURNBULL CYN RD	\$28.17
3712329	08/31/2019	DISP SVC-15236 VALLEY BLVD	\$169.02
3712330	08/31/2019	DISP SVC-16200 TEMPLE AVE	\$84.51
3712331	08/31/2019	DISP SVC-14310 PROCTOR AVE	\$84.51
3712332	08/31/2019	DISP SVC-16212 TEMPLE AVE	\$84.51

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<b>72105</b>	09/26/2019		<b>INTERIOR IMAGES, INC.</b>	<b>\$10,588.61</b>
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Invoice	Date	Description	Amount
3001	09/10/2019	INTERIOR DESIGN-EL ENCANTO FACILITY	\$10,588.61

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<b>72106</b>	09/30/2019		<b>EL ENCANTO HEALTHCARE</b>	<b>\$324,743.64</b>
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Invoice	Date	Description	Amount
9/26/2019	09/26/2019	FINANCIAL ASSISTANCE FY 19/20-EL ENCANTO	\$324,743.64

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<b>72107</b>	09/30/2019		<b>CATHERINE MARCUCCI</b>	<b>\$251.48</b>
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Invoice	Date	Description	Amount
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WELLS FARGO BANK**

**October 10, 2019**

	10/4-10/6/19	09/30/2019	TRAVEL ADVANCE-CCCA 2019 FALL SUMMIT	\$251.48
<b>72108</b>	09/30/2019		<b>FIDELITY SECURITY LIFE</b>	<b>\$1,244.85</b>
	Invoice	Date	Description	Amount
	164060556	10/01/2019	VISION PREMIUM FOR OCTOBER 2019	\$1,244.85
<b>72109</b>	09/30/2019		<b>HUMANA INSURANCE COMPANY</b>	<b>\$5,331.04</b>
	Invoice	Date	Description	Amount
	3896900418	09/01/2019	DENTAL PREMIUM FOR OCTOBER 2019	\$5,331.04
<b>72110</b>	09/30/2019		<b>MUTUAL OF OMAHA</b>	<b>\$5,719.11</b>
	Invoice	Date	Description	Amount
	1009478157	10/01/2019	LIFE INSURANCE PREMIUM FOR OCTOBER 2019	\$5,719.11
<b>72111</b>	09/30/2019		<b>UNUM LIFE INSURANCE COMPANY</b>	<b>\$4,857.60</b>
	Invoice	Date	Description	Amount
	10/1-10/31/19	09/18/2019	LONG TERM CARE PREMIUM FOR OCTOBER 2019	\$4,857.60
<b>72112</b>	10/03/2019		<b>AT &amp; T</b>	<b>\$500.42</b>
	Invoice	Date	Description	Amount
	2020-00000411	09/17/2019	09/17-10/16/19 SVC - TONNER CYN-GUARD SHACK	\$246.32
	2020-00000412	09/17/2019	09/17-10/16/19 SVC - TONNER CYN-RADIO	\$254.10
<b>72113</b>	10/03/2019		<b>FRONTIER</b>	<b>\$332.08</b>
	Invoice	Date	Description	Amount
	2020-00000413	09/16/2019	09/16-10/15/19 SVC - PH AUTO PLAZA	\$181.81
	2020-00000414	09/16/2019	09/16-10/15/19 SVC - BREA CANYON PUMP STN	\$76.88
	2020-00000415	09/19/2019	09/19-10/18/19 SVC - FOLLOW'S CAMP GUARD	\$73.39
<b>72114</b>	10/03/2019		<b>INDUSTRY PUBLIC UTILITIES</b>	<b>\$547.66</b>
	Invoice	Date	Description	Amount

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**October 10, 2019**

2020-00000416	09/17/2019	07/18-09/17/19 SVC - VALLEY & 7TH (IRRI)	\$547.66	
<b>72115</b>	10/03/2019			<b>L A COUNTY REGISTRAR- \$75.00</b>
Invoice	Date	Description	Amount	
DP 19-4	09/27/2019	FEE-NOTICE OF DETERMINATION FOR DP 19-4	\$75.00	
<b>72116</b>	10/03/2019			<b>L A COUNTY REGISTRAR- \$75.00</b>
Invoice	Date	Description	Amount	
DP 19-3	09/27/2019	FEE-NOTICE OF DETERMINATION FOR DP 19-3	\$75.00	
<b>72117</b>	10/03/2019			<b>ROWLAND WATER DISTRICT \$3,322.06</b>
Invoice	Date	Description	Amount	
2020-00000398	09/25/2019	08/15-09/12/19 SVC - 1123 HATCHER ST STE D	\$62.60	
2020-00000399	09/25/2019	08/15-09/12/19 SVC - 1135 HATCHER AVE	\$43.70	
2020-00000400	09/25/2019	08/15-09/12/19 SVC - 930 S AZUSA AVE	\$501.83	
2020-00000401	09/25/2019	08/15-09/12/19 SVC - 17401 E VALLEY BLVD	\$579.75	
2020-00000402	09/25/2019	08/15-09/12/19 SVC - 18044 ROWLAND ST	\$201.20	
2020-00000403	09/25/2019	08/15-09/12/19 SVC - HURLEY ST & VALLEY BLVD	\$508.13	
2020-00000404	09/25/2019	08/15-09/12/19 SVC - 1123 HATCHER ST STE C	\$220.10	
2020-00000405	09/25/2019	08/21-09/16/19 SVC - 1015 NOGALES ST - PUMP	\$305.70	
2020-00000406	09/25/2019	08/21-09/16/19 SVC - 909 U NOGALES ST-IRR	\$472.10	
2020-00000407	09/25/2019	08/21-09/16/19 SVC - 1023 NOGALES ST - IRR	\$40.55	
2020-00000408	09/25/2019	08/21-09/16/19 SVC - AZUSA AVE	\$101.23	
2020-00000409	09/25/2019	08/21-09/16/19 SVC - AZUSA AVE - CENTER	\$119.30	
2020-00000410	09/25/2019	08/21-09/16/19 SVC - 1100 S AZUSA AVE	\$165.87	
<b>72118</b>	10/03/2019			<b>SAN GABRIEL VALLEY WATER CO. \$1,119.18</b>
Invoice	Date	Description	Amount	
2020-00000417	09/17/2019	08/15-09/16/19 SVC - 14329 VALLEY	\$1,072.95	
2020-00000418	09/18/2019	08/16-09/17/19 SVC - 336 EL ENCANTO	\$46.23	
<b>72119</b>	10/03/2019			<b>SO CALIFORNIA EDISON COMPANY \$30,172.03</b>

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**October 10, 2019**

Invoice	Date	Description	Amount
2020-00000422	09/17/2019	08/15-09/16/19 SVC - 17635 GALE	\$2,220.25
2020-00000423	09/17/2019	08/15-09/16/19 SVC - 1341 FULLERTON RD	\$117.08
2020-00000425	09/17/2019	08/15-09/16/19 SVC - PECK RD S/O PELLISSIER	\$22.03
2020-00000426	09/18/2019	08/16-09/17/19 SVC - 900 NOGALES U	\$43.63
2020-00000427	09/18/2019	08/15-09/16/19 SVC - VARIOUS SITES	\$9,555.92
2020-00000428	09/18/2019	08/12-09/16/19 SVC - VARIOUS SITES	\$1,984.13
2020-00000429	09/18/2019	06/01-09/01/19 SVC - VARIOUS SITES	\$4,687.37
2020-00000430	09/21/2019	08/21-09/20/19 SVC - 575 BREA CYN RD	\$10.57
2020-00000431	09/21/2019	08/21-09/20/19 SVC - 1007 LAWSON ST TC1	\$45.63
2020-00000432	09/24/2019	08/20-09/19/19 SVC - 1015 NOGALES ST	\$646.83
2020-00000433	09/25/2019	08/23-09/24/19 SVC - VARIOUS SITES	\$464.10
2020-00000434	09/26/2019	08/23-09/24/19 SVC - BREA CYN RD-VARIOUS SITES	\$670.76
2020-00000435	09/27/2019	08/27-09/26/19 SVC - 205 N HUDSON AVE	\$498.31
2020-00000436	09/27/2019	08/27-09/26/19 SVC - 15660 STAFFORD ST	\$3,028.48
2020-00000437	09/27/2019	08/27-09/26/19 SVC - 137 N HUDSON AVE	\$821.49
2020-00000438	09/18/2019	07/17-09/16/19 SVC - VARIOUS SITES	\$3,046.84
2020-00000439	09/18/2019	07/17-09/16/19 SVC - VARIOUS SITES	\$2,179.92
2020-00000440	09/18/2019	08/15-09/16/19 SVC - 790 NOGALES B	\$6.87
2020-00000441	09/20/2019	08/20-09/19/19 SVC - 14661 & 14911 CLARK AVE U	\$101.77
2020-00000442	09/21/2019	08/21-09/20/19 SVC - 580 BREA CYN RD	\$10.42
2020-00000443	09/21/2019	08/21-09/20/19 SVC - 21380 VALLEY PED	\$9.63

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72120	10/03/2019	SO CALIFORNIA EDISON COMPANY		\$220.14
Invoice	Date	Description	Amount	
2020-00000424	09/17/2019	08/15-09/16/19 SVC - 19001 TONNER CYN RD	\$220.14	

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72121	10/03/2019	SOCALGAS		\$60.66
Invoice	Date	Description	Amount	
2020-00000419	09/17/2019	08/14-09/13/19 SVC - 610 S BREA CYN RD	\$14.79	
2020-00000420	09/23/2019	08/20-09/19/19 SVC - 13756 VALLEY BLVD	\$14.79	

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**October 10, 2019**

2020-00000421	09/24/2019	08/21-09/20/19 SVC - 15415 DON JULIAN RD	\$31.08
<b>72122</b>	10/03/2019	<b>SUBURBAN WATER SYSTEMS</b>	<b>\$1,223.60</b>
Invoice	Date	Description	Amount
180021698098	09/24/2019	08/23-09/24/19 SVC - 205 HUDSON AV	\$70.41
180031504329	09/25/2019	08/27-09/25/19 SVC - AZUSA & GEMINI	\$1,153.19
<b>72123</b>	10/03/2019	<b>VERIZON WIRELESS - LA</b>	<b>\$1,524.59</b>
Invoice	Date	Description	Amount
9836905955	08/26/2019	07/27-08/26/19 SVC - VARIOUS WIRELESS SVC	\$1,524.59
<b>72124</b>	10/03/2019	<b>WALNUT VALLEY WATER DISTRICT</b>	<b>\$287.66</b>
Invoice	Date	Description	Amount
3458914	09/26/2019	08/31-09/24/19 SVC - 21350 VALLEY-MEDIAN	\$287.66
<b>72125</b>	10/10/2019	<b>A &amp; J ADVANTAGE LLC.</b>	<b>\$480.10</b>
Invoice	Date	Description	Amount
9/25/2019	09/25/2019	REFUND-ENVIRONMENTAL REVIEW, 250 TURNBULL	\$480.10
<b>72126</b>	10/10/2019	<b>AMERICAN PUBLIC WORKS</b>	<b>\$252.50</b>
Invoice	Date	Description	Amount
07/01/19-6/30/20	04/03/2019	MEMBERSHIP FY 19/20-JOSHUA NELSON	\$252.50
<b>72127</b>	10/10/2019	<b>ARAMARK REFRESHMENT SERVICE,</b>	<b>\$144.15</b>
Invoice	Date	Description	Amount
6546063	09/24/2019	COFFEE SVC AND SUPPLIES	\$144.15
<b>72128</b>	10/10/2019	<b>AVANT-GARDE, INC</b>	<b>\$580.00</b>
Invoice	Date	Description	Amount
5690	09/01/2019	PROJECT MGMT-CITYWIDE BRIDGES	\$580.00
<b>72129</b>	10/10/2019	<b>B AND T CATTLE</b>	<b>\$14,580.00</b>

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Invoice	Date	Description	Amount
104	09/24/2019	MAINT SVC-OCT 2019	\$14,580.00
<b>72130</b>	10/10/2019	<b>BRYAN PRESS</b>	<b>\$2,556.39</b>
Invoice	Date	Description	Amount
82202	09/11/2019	BUSINESS CARDS-Y. PADILLA	\$44.33
82168	09/04/2019	#10 REGULAR ENVELOPES	\$229.38
82140	09/18/2019	NOTICE OF PARKING VIOLATIONS	\$2,282.68
<b>72131</b>	10/10/2019	<b>CARLSON, CALLADINE &amp; PETERSON,</b>	<b>\$5,197.75</b>
Invoice	Date	Description	Amount
21273	09/19/2019	LEGAL SVC-AUG 2019	\$5,197.75
<b>72132</b>	10/10/2019	<b>CASC ENGINEERING AND</b>	<b>\$1,463.60</b>
Invoice	Date	Description	Amount
0041191	08/31/2019	INITIAL STUDY-FRANK & SON COLLECTIBLE SHOW	\$1,463.60
<b>72133</b>	10/10/2019	<b>CASSO &amp; SPARKS, LLP</b>	<b>\$78,718.02</b>
Invoice	Date	Description	Amount
20353	10/02/2019	COI-LEGAL SVC FOR JUN 2019	\$78,718.02
<b>72134</b>	10/10/2019	<b>CHEM PRO LABORATORY, INC</b>	<b>\$283.00</b>
Invoice	Date	Description	Amount
652028	08/23/2019	WATER TREATMENT-AUG 2019	\$283.00
<b>72135</b>	10/10/2019	<b>CINTAS CORPORATION LOC 693</b>	<b>\$111.20</b>
Invoice	Date	Description	Amount
4030231497	09/16/2019	DOOR MATS	\$55.60
4030745662	09/23/2019	DOOR MATS	\$55.60
<b>72136</b>	10/10/2019	<b>CITY OF INDUSTRY</b>	<b>\$2,612.64</b>

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Invoice	Date	Description	Amount
2020-00000011	08/31/2019	IH FUEL PUMPS-CITY HALL VEHICLES	\$493.37
2020-00000009	08/31/2019	IH FUEL PUMPS-SECURITY VEHICLES	\$2,119.27
<b>72137</b>	10/10/2019	<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	<b>\$125,000.00</b>
Invoice	Date	Description	Amount
P/R PE 9/20/19	09/25/2019	REPLENISH PAYROLL FOR PE 9/20/19	\$125,000.00
<b>72138</b>	10/10/2019	<b>CITY OF INDUSTRY-REFUSE</b>	<b>\$348.95</b>
Invoice	Date	Description	Amount
3720773	09/01/2019	DISP SVC-EXPO CENTER (WEED ABATEMENT)	\$348.95
<b>72139</b>	10/10/2019	<b>CNC ENGINEERING</b>	<b>\$212,021.25</b>
Invoice	Date	Description	Amount
459427	09/26/2019	EMERGENCY POWER GENERATOR-CITY HALL	\$4,510.00
459428	09/26/2019	CITY STREET LIGHT PURCHASE	\$410.00
459429	09/26/2019	RESURFACING DESIGN-EXPO CENTER	\$4,075.00
459430	09/26/2019	EXPO BARN FACILITY LIGHTING	\$585.00
459431	09/26/2019	AVALON ROOM DESIGN	\$7,930.00
459432	09/26/2019	METROLINK STATION SECURITY SYSTEM	\$487.50
459433	09/26/2019	HATCHER YARD FACILITY DEMO	\$1,570.00
459434	09/26/2019	SITE PLAN FOR SHERIFF TRAILER	\$19,737.50
459436	09/26/2019	CATCH BASIN RETROFITS PHASE 2	\$1,185.00
459437	09/26/2019	KELLA AVE STORM DRAIN	\$195.00
459438	09/26/2019	SEWER DESIGN-EXPO CENTER	\$1,095.00
459439	09/26/2019	FULLERTON RD PCC	\$1,170.00
459440	09/26/2019	ANNUAL PAVEMENT REHABILITATION	\$2,380.00
459441	09/26/2019	ANNUAL SLURRY SEAL	\$940.00
459442	09/26/2019	RESURFACING OF DON JULIAN RD	\$11,835.00
459443	09/26/2019	WALNUT DR NORTH WIDENING	\$2,495.00
459444	09/26/2019	PRELIMINARY DESIGN OF BICYCLE PATH	\$6,855.00

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459446	09/26/2019	STARHILL LN/3RD AVE WATERLINE	\$6,370.00
459447	09/26/2019	4TH AVE/TRAILSIDE WATERLINE	\$805.00
459448	09/26/2019	DON JULIAN/BASETDALE WATERLINE	\$2,477.50
459449	09/26/2019	GENERAL ENGINEERING 9/9-9/22/19	\$585.00
459450	09/26/2019	GENERAL ENGINEERING-PLAN APPROVAL	\$16,030.00
459451	09/26/2019	GENERAL ENGINEERING-TRAFFIC	\$2,973.75
459452	09/26/2019	GENERAL ENGINEERING-COUNTER SERVICE	\$5,667.50
459453	09/26/2019	GENERAL ENGINEERING-PERMITS	\$21,251.25
459454	09/26/2019	WALNUT DR SOUTH WIDENING	\$14,747.50
459455	09/26/2019	ARENTH AVE RECONSTRUCTION	\$3,610.00
459456	09/26/2019	GENERAL ENGINEERING 9/9-9/22/19	\$51,868.75
459457	09/26/2019	NPDES STORM WATER	\$4,627.50
459458	09/26/2019	TONNER CYN PROPERTY	\$420.00
459459	09/26/2019	EXPO CENTER STANDARDS OF FACILITY MAINT	\$6,903.75
459468	09/26/2019	INDUSTRY HILLS FUEL TANKS DISPENSING	\$975.00
459485	09/26/2019	ENGINEERING SVC-57/60 FWY CONFLUENCE PROJ	\$71.25
459467	09/26/2019	PAINT EVALUATION OF WROUGHT IRON FENCE	\$5,182.50

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<b>72140</b>	10/10/2019		<b>CNC ENGINEERING</b>	<b>\$94,248.75</b>
Invoice	Date	Description		Amount
459435	09/26/2019	EL ENCANTO IMPROVEMENTS		\$6,628.75
459445	09/26/2019	ANNUAL BUS STOP ADA IMPROVEMENTS		\$1,527.50
459460	09/26/2019	CIWS MGMT-PUENTE BASIN WATERMASTER		\$340.00
459461	09/26/2019	CHINO RANCH DAM RENOVATION-TRES HERMANOS		\$195.00
459462	09/26/2019	VARIOUS CITY PAID EXP FOR TRES HERMANOS		\$3,157.50
459463	09/26/2019	CITY HALL MAINT		\$11,600.00
459464	09/26/2019	HOMESTEAD MUSEUM IMPROVEMENTS		\$11,486.25
459465	09/26/2019	SAFETY UPGRADES AT VARIOUS RR CROSSINGS		\$390.00
459466	09/26/2019	TRAFFIC SIGNAL AT NELSON/SUNSET		\$1,682.50
459469	09/26/2019	HIGHWAY BRIDGE PROGRAM		\$292.50
459470	09/26/2019	BRIDGE REHABILITATION-VALLEY BLVD		\$42.50

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459471	09/26/2019	HIGHWAY BRIDGE PROGRAM-AZUSA AVE	\$292.50
459472	09/26/2019	FISCAL YEAR BUDGET	\$6,470.00
459473	09/26/2019	BUSINESS PARK PCC PAVEMENT	\$2,175.00
459474	09/26/2019	AZUSA AVE/TEMPLE MODIFICATION	\$2,673.75
459475	09/26/2019	FOLLOW'S CAMP PROPERTY	\$4,930.00
459476	09/26/2019	RESURFACING OF VALLEY BLVD	\$825.00
459477	09/26/2019	VARIOUS ASSIGNMENTS RELATED TO SA	\$3,060.00
459478	09/26/2019	NELSON AVE/PUENTE WIDENING	\$63.75
459479	09/26/2019	ARENTH AVE RECONSTRUCTION	\$2,190.00
459480	09/26/2019	ARENTH AVE STREET LIGHTS	\$1,525.00
459481	09/26/2019	ARENTH GUARD RAIL INSTALLATION	\$1,320.00
459482	09/26/2019	VALLEY BLVD RECONSTRUCTION	\$122.50
459483	09/26/2019	CARTEGRAPH MGMT	\$13,360.00
459484	09/26/2019	HOMESTEAD MUSEUM IMPROVEMENTS	\$3,952.50
459486	09/26/2019	GRAND AVE BRIDGE WIDENING	\$387.50
459487	09/26/2019	NOGALES GRADE SEPARATION	\$2,535.00
459488	09/26/2019	FULLERTON RD GRADE SEPARATION	\$5,575.00
459489	09/26/2019	FAIRWAY DR GRADE SEPARATION	\$3,645.00
459490	09/26/2019	TURNBULL CYN RD GRADE SEPARATION	\$1,803.75

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<b>72141</b>	10/10/2019		<b>COUNTRY ESTATE FENCE, INC.</b>	<b>\$1,695.04</b>
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Invoice	Date	Description	Amount
23681	09/25/2019	SIGN POSTS FOR STREETS	\$1,695.04

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<b>72142</b>	10/10/2019		<b>CREATIVE IMAGE PRODUCTS</b>	<b>\$1,121.50</b>
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Invoice	Date	Description	Amount
1606	09/26/2019	LADIES POLO SHIRTS-COI LOGO	\$873.77
1598	09/09/2019	CODE ENFORCEMENT JACKETS	\$247.73

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<b>72143</b>	10/10/2019		<b>DANGELO CO.</b>	<b>\$821.66</b>
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Invoice	Date	Description	Amount
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WELLS FARGO BANK**

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S1381003.001	09/10/2019	MISC SUPPLIES-TONNER CYN	\$821.66
<b>72144</b>	10/10/2019	<b>DAPEER, ROSENBLIT, AND LITVAK,</b>	<b>\$7,296.10</b>
Invoice	Date	Description	Amount
16303	08/31/2019	SPECIALZED LEGAL SVC-AUG 2019	\$331.90
16302	08/31/2019	LEGAL SVC-CODE ENFORCEMENT	\$6,964.20
<b>72145</b>	10/10/2019	<b>DEPT OF ANIMAL CARE &amp; CONTROL</b>	<b>\$5,016.98</b>
Invoice	Date	Description	Amount
09/25/19	09/25/2019	SHELTER COST-AUG 2019	\$5,016.98
<b>72146</b>	10/10/2019	<b>DIGITAL DPD, INC.</b>	<b>\$3,031.50</b>
Invoice	Date	Description	Amount
13601	09/10/2019	MAILERS/FLYERS FOR TWENTIES FESTIVAL	\$3,031.50
<b>72147</b>	10/10/2019	<b>ELECTRA-MEDIA, INC</b>	<b>\$1,763.00</b>
Invoice	Date	Description	Amount
9353	09/15/2019	PUENTE HILLS AUTO DIAPLAY	\$1,763.00
<b>72148</b>	10/10/2019	<b>ELEVATE PUBLIC AFFAIRS, LLC</b>	<b>\$15,000.00</b>
Invoice	Date	Description	Amount
1702	09/12/2019	MEDIA CONSULTING-AUG 2019	\$15,000.00
<b>72149</b>	10/10/2019	<b>EXCEL PAVING COMPANY</b>	<b>\$165,967.85</b>
Invoice	Date	Description	Amount
#5CITY-1420R	10/01/2019	WALNUT DR SOUTH WIDENING & STORM DRAIN	\$174,703.00
<b>72150</b>	10/10/2019	<b>FEDERAL EXPRESS CORP.</b>	<b>\$304.81</b>
Invoice	Date	Description	Amount
6-736-69497	09/13/2019	MESSSENGER SVC	\$304.81
<b>72151</b>	10/10/2019	<b>FIRST AMERICAN TITLE INSURANCE</b>	<b>\$1,500.00</b>

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Invoice	Date	Description	Amount
1603-1603109980	08/15/2019	PRELIMINARY TITLE REPORT-120 S HACIENDA BLVD	\$1,500.00
<b>72152</b>	10/10/2019	<b>FUEL PROS, INC.</b>	<b>\$150.00</b>
Invoice	Date	Description	Amount
44808	08/31/2019	IH FUEL STATION MAINT	\$150.00
<b>72153</b>	10/10/2019	<b>G S AND W PRINTING &amp; MAILING,</b>	<b>\$523.17</b>
Invoice	Date	Description	Amount
49683	09/16/2019	TWENTIES FESTIVAL MAILER-HOMESTEAD	\$523.17
<b>72154</b>	10/10/2019	<b>GONSALVES &amp; SON, JOE A.</b>	<b>\$10,000.00</b>
Invoice	Date	Description	Amount
157695	09/18/2019	LEGISLATIVE SVC-SEP 2019	\$10,000.00
<b>72155</b>	10/10/2019	<b>GOSS ENGINEERING INC.</b>	<b>\$2,009.30</b>
Invoice	Date	Description	Amount
7368	07/31/2019	EXPO BARN FACILITY LIGHTING	\$1,309.30
7457	08/31/2019	EXPO BARN FACILITY LIGHTING	\$700.00
<b>72156</b>	10/10/2019	<b>GRAND CENTRAL RECYCLING &amp;</b>	<b>\$859.19</b>
Invoice	Date	Description	Amount
3723532	08/31/2019	GREEN/SOLID WASTE-CITY HALL	\$859.19
<b>72157</b>	10/10/2019	<b>HADDICK'S AUTO BODY</b>	<b>\$3,162.08</b>
Invoice	Date	Description	Amount
048108	09/13/2019	AUTO MAINT-LIC 1094930	\$649.81
048107	09/13/2019	AUTO MAINT-LIC 1279616	\$1,608.98
048106	09/13/2019	AUTO MAINT-LIC 1429346	\$368.61
048105	09/13/2019	AUTO MAINT-LIC 1356177	\$103.27
048102	09/13/2019	AUTO MAINT-LIC 1094930	\$431.41

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<b>72158</b>	10/10/2019			<b>HELLING, TROY</b>	<b>\$412.08</b>
	Invoice	Date	Description		Amount
	07/29-9/19/19	09/20/2019	REIMBURSE FOR LUNCH MEETINGS		\$412.08
<b>72159</b>	10/10/2019			<b>HISTORICAL RESOURCES, INC.</b>	<b>\$72,182.40</b>
	Invoice	Date	Description		Amount
	09/25/19	09/25/2019	REIMBURSE FOR OFFICE SUPPLIES		\$232.94
	09/25/19-A	09/25/2019	AGRMT REIMBURSEMENT FOR SEP 2019		\$67,876.35
	09/25/19-B	09/25/2019	REIMBURSE FOR F & M CREDIT CARD		\$4,073.11
<b>72160</b>	10/10/2019			<b>INDUSTRY BUSINESS COUNCIL</b>	<b>\$97,640.08</b>
	Invoice	Date	Description		Amount
	AUGUST 2019	09/13/2019	EXPENSE REIMBURSEMENT-AUG 2019		\$97,640.08
<b>72161</b>	10/10/2019			<b>INDUSTRY SECURITY SERVICES</b>	<b>\$17,100.48</b>
	Invoice	Date	Description		Amount
	14-24156	09/27/2019	SECURITY SVC-VARIOUS SITES		\$8,296.35
	14-24149	09/20/2019	VEHICLE FUEL-TRES HERMANOS		\$476.25
	14-24139	09/20/2019	SECURITY SVC-VARIOUS SITES		\$8,327.88
<b>72162</b>	10/10/2019			<b>INDUSTRY SECURITY SERVICES</b>	<b>\$23,463.68</b>
	Invoice	Date	Description		Amount
	14-24151	09/27/2019	SECURITY SVC 9/20-9/26/19		\$11,731.84
	14-24134	09/20/2019	SECURITY SVC 9/13-9/19/19		\$11,731.84
<b>72163</b>	10/10/2019			<b>INDUSTRY TIRE SERVICE</b>	<b>\$172.83</b>
	Invoice	Date	Description		Amount
	0290737	09/11/2019	REPLACED RIM-LIC 1429348		\$172.83
<b>72164</b>	10/10/2019			<b>IRRI-CARE PLUMBING &amp; BACKFLOW</b>	<b>\$2,603.16</b>

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Invoice	Date	Description	Amount
10313	09/05/2019	BACKFLOW TESTING-VARIOUS SITES	\$950.52
10312	09/05/2019	BACKFLOW TESTING-17401 VALLEY BLVD	\$1,652.64
<b>72165</b>	10/10/2019	<b>JEFF PARRIOTT PHOTOGRAPHIC</b>	<b>\$4,097.50</b>
Invoice	Date	Description	Amount
00564	09/25/2019	PROF SVC-HOMESTEAD	\$4,097.50
<b>72166</b>	10/10/2019	<b>JMDiaz, Inc.</b>	<b>\$11,915.00</b>
Invoice	Date	Description	Amount
033(19-163)	08/31/2019	STAFF AUGMENTATION-AUG 2019	\$11,915.00
<b>72167</b>	10/10/2019	<b>KEENAN AND ASSOCIATES</b>	<b>\$8,109.50</b>
Invoice	Date	Description	Amount
234175	09/10/2019	COI-BOND COVERAGE	\$1,217.30
234397	09/19/2019	COI-BOND COVERAGE	\$2,167.20
234400	09/19/2019	SA-BOND COVERAGE	\$4,725.00
<b>72168</b>	10/10/2019	<b>KLINE'S PLUMBING, INC.</b>	<b>\$160.00</b>
Invoice	Date	Description	Amount
11210	09/18/2019	CLEARED FLOOR DRAIN-HOMESTEAD	\$160.00
<b>72169</b>	10/10/2019	<b>L A COUNTY DEPT OF PUBLIC</b>	<b>\$83,203.39</b>
Invoice	Date	Description	Amount
SA200000100	09/25/2019	PUMP HOUSE MAINT	\$83,203.39
<b>72170</b>	10/10/2019	<b>L A COUNTY SHERIFF'S</b>	<b>\$962,497.44</b>
Invoice	Date	Description	Amount
200471AL	09/18/2019	SPECIAL EVENTS-DIRECTED PATROL	\$63,985.75
200338AL	09/10/2019	SHERIFF CONTRACT-AUG 2019	\$898,511.69

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<b>72171</b>	10/10/2019			<b>LA PUENTE VALLEY COUNTY</b>	<b>\$286.63</b>
	Invoice	Date	Description	Amount	
	BS;09/19	09/18/2019	WATER MONITORING-BOY SCOUTS RESERVOIR	\$286.63	
<b>72172</b>	10/10/2019			<b>LOCKE LORD LLP</b>	<b>\$52,492.35</b>
	Invoice	Date	Description	Amount	
	1523895	09/11/2019	LEGAL SVC-AUG 2019	\$29,601.34	
	1523412	09/10/2019	LEGAL SVC-AUG 2019	\$9,680.62	
	1523101	09/10/2019	LEGAL SVC-AUG 2019	\$13,210.39	
<b>72173</b>	10/10/2019			<b>LOCKS PLUS, INC.</b>	<b>\$1,441.73</b>
	Invoice	Date	Description	Amount	
	34071	08/26/2019	RELOCATE DOOR KNOB-CITY HALL	\$243.80	
	24682	07/08/2019	MASTER PADLOCKS-VARIOUS CITY SITES	\$685.47	
	24657	07/12/2019	AMERICAN PADLOCKS-VARIOUS CITY SITES	\$512.46	
<b>72174</b>	10/10/2019			<b>MAILFINANCE INC.</b>	<b>\$1,815.39</b>
	Invoice	Date	Description	Amount	
	N7906356	09/10/2019	MAIL EQUIPMENT RENTAL 10/11/19-1/10/20	\$1,815.39	
<b>72175</b>	10/10/2019			<b>MOUNTAIN VIEW SCHOOL DISTRICT</b>	<b>\$100.00</b>
	Invoice	Date	Description	Amount	
	1920JTTTLEI	09/16/2019	BUS FUNDING STIPEND	\$100.00	
<b>72176</b>	10/10/2019			<b>MR PLANT &amp; INTERIOR BOTANICAL</b>	<b>\$720.00</b>
	Invoice	Date	Description	Amount	
	OCT 12213	10/01/2019	PLANT MAINT-OCT 2019	\$720.00	
<b>72177</b>	10/10/2019			<b>MUNI-ENVIRONMENTAL, LLC</b>	<b>\$28,005.59</b>
	Invoice	Date	Description	Amount	
	19-029	09/11/2019	COMMERCIAL WASTE PROGRAM	\$28,005.59	

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<b>72178</b>	10/10/2019			<b>MX GRAPHICS, INC.</b>	<b>\$958.90</b>
	Invoice	Date	Description		Amount
	19153	09/12/2019	MICROFISCHE SCAN		\$202.58
	19170	09/17/2019	BLUEPRINT SVC-CIP EXPO 18 007B		\$426.72
	19227	09/20/2019	BLUEPRINT SVC-CIP EXPO 18 007B		\$329.60
<b>72179</b>	10/10/2019			<b>OLMOS PROFESSIONAL SERVICES</b>	<b>\$8,782.00</b>
	Invoice	Date	Description		Amount
	333	09/30/2019	JANITORIAL SVC-IBC		\$1,467.00
	335	09/30/2019	JANITORIAL SVC-CITY HALL		\$5,500.00
	334	09/30/2019	JANITORIAL SVC-15660 STAFFORD (YAL)		\$1,815.00
<b>72180</b>	10/10/2019			<b>PARS</b>	<b>\$600.00</b>
	Invoice	Date	Description		Amount
	43734	09/13/2019	ARS FEES-JUL 2019		\$300.00
	43767	09/13/2019	REP FEES-JUL 2019		\$300.00
<b>72181</b>	10/10/2019			<b>PLACEWORKS</b>	<b>\$8,497.83</b>
	Invoice	Date	Description		Amount
	69815	08/31/2019	HOUSING ELEMENT SVC		\$1,498.08
	69892	08/31/2019	PENSKE DEALERSHIP		\$6,999.75
<b>72182</b>	10/10/2019			<b>R.H.F., INC.</b>	<b>\$150.00</b>
	Invoice	Date	Description		Amount
	74637	09/19/2019	RECERTIFICATION FOR STALKER DSR2X (LASER		\$65.00
	74638	09/19/2019	RECERTIFICATION FOR LTI TRUESPEED (LASER		\$85.00
<b>72183</b>	10/10/2019			<b>RICOH USA, INC.</b>	<b>\$1,253.18</b>
	Invoice	Date	Description		Amount
	5057582859	09/15/2019	METER READING-HR COPIER		\$53.40

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32370180	09/13/2019	COPIER LEASE-TREASURY	\$252.66
32368341	09/13/2019	COPIER LEASE-FINANCE	\$289.36
5057535651	09/08/2019	METER READING-VARIOUS	\$638.30
5057567768	09/12/2019	METER READING-TREASURY COPIER	\$19.46
<b>72184</b>	10/10/2019	<b>RICOH USA, INC.</b>	<b>\$2,934.70</b>
Invoice	Date	Description	Amount
64920421	09/07/2019	COPIER LEASE-VAROUS	\$2,650.76
65092723	09/17/2019	COPIER LEASE-HR	\$283.94
<b>72185</b>	10/10/2019	<b>SAGE ENVIRONMENTAL GROUP</b>	<b>\$6,120.00</b>
Invoice	Date	Description	Amount
826	08/26/2019	WALNUT DR SOUTH WIDENING	\$6,120.00
<b>72186</b>	10/10/2019	<b>SAN GABRIEL VALLEY</b>	<b>\$10,020.00</b>
Invoice	Date	Description	Amount
CIEXPO19926	09/26/2019	LANDSCAPE SVC-EXPO CENTER	\$10,020.00
<b>72187</b>	10/10/2019	<b>SAN GABRIEL VALLEY NEWSPAPER</b>	<b>\$428.00</b>
Invoice	Date	Description	Amount
0011314855	09/18/2019	NOTICE OF PUBLIC HEARING	\$428.00
<b>72188</b>	10/10/2019	<b>SATSUMA LANDSCAPE &amp; MAINT.</b>	<b>\$115,576.22</b>
Invoice	Date	Description	Amount
0919XROADS	09/26/2019	LANDSCAPE SVC-CROSSROADS PKY NORTH & SOUTH	\$30,599.11
0919TA	09/26/2019	LANDSCAPE SVC-TEMPLE & AZUSA	\$34,605.81
0919CH	09/26/2019	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$50,371.30
<b>72189</b>	10/10/2019	<b>SO CAL INDUSTRIES</b>	<b>\$476.29</b>
Invoice	Date	Description	Amount
400838	09/11/2019	RR RENTAL-TONNER CYN/GRAND AVE	\$100.40

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401908	10/10/2019	09/18/2019	RR RENTAL-TONNER CYN/57 FWY	\$285.55	
400318	10/10/2019	09/09/2019	FENCE RENTAL-INDSUTRY HILLS	\$90.34	
<b>72190</b>	10/10/2019				<b>SO CALIFORNIA EDISON COMPANY</b>
Invoice		Date	Description	Amount	\$19,153.82
7590230876		09/24/2019	RELOCATED POLE-MOUNTED TC-1 PANEL - 13658 1/2	\$19,153.82	
<b>72191</b>	10/10/2019				<b>SO CALIFORNIA EDISON COMPANY</b>
Invoice		Date	Description	Amount	\$6,523.30
7590231004		09/24/2019	REMOVAL OF STREETLIGHT 4570244E AT	\$6,523.30	
<b>72192</b>	10/10/2019				<b>SO CALIFORNIA EDISON COMPANY</b>
Invoice		Date	Description	Amount	\$11,000.97
7590231333		09/23/2019	INSTALL A LINE EXTENSION AT 20141 E WALNUT DR	\$11,000.97	
<b>72193</b>	10/10/2019				<b>SO CALIFORNIA EDISON COMPANY</b>
Invoice		Date	Description	Amount	\$405.78
7590232410		09/23/2019	STREETLIGHT SVC PEDESTAL INSTALLATION AT	\$405.78	
<b>72194</b>	10/10/2019				<b>SPECTRUM</b>
Invoice		Date	Description	Amount	\$938.99
0362894091119		09/11/2019	BUSINESS INTERNET-SEP 2019	\$938.99	
<b>72195</b>	10/10/2019				<b>SQUARE ROOT GOLF &amp; LANDSCAPE,</b>
Invoice		Date	Description	Amount	\$167,879.07
1451H		09/27/2019	LANDSCAPE SVC-VARIOUS CITY SITES	\$136,037.14	
1449ELHM		09/27/2019	LANDSCAPE SVC-EL ENCANTO	\$9,336.00	
1451H-2		09/27/2019	STREET SIGN REPAIRS/INSTALLATION	\$2,560.56	
1451H-1		09/27/2019	GRAFFITI REMOVAL	\$1,315.08	
1450ELHM		09/27/2019	LANDSCAPE SVC-HOMESTEAD	\$18,630.29	
<b>72196</b>	10/10/2019				<b>STAPLES BUSINESS ADVANTAGE</b>
Invoice		Date	Description	Amount	\$1,424.93

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8055743596	09/14/2019	OFFICE SUPPLIES	\$76.62
8055664767	09/07/2019	OFFICE SUPPLIES	\$1,348.31
<b>72197</b>	10/10/2019	<b>STOTZ EQUIPMENT</b>	<b>\$217.87</b>
Invoice	Date	Description	Amount
P13534	09/20/2019	EQUIPMENT PARTS-TONNER CYN	\$217.87
<b>72198</b>	10/10/2019	<b>SUPERIOR GARAGE DOOR INC</b>	<b>\$685.00</b>
Invoice	Date	Description	Amount
101417	09/17/2019	MODIFY/REPAIR GARAGE DOOR-HOMESTEAD	\$685.00
<b>72199</b>	10/10/2019	<b>SYNCHRONY BANK/AMAZON</b>	<b>\$200.10</b>
Invoice	Date	Description	Amount
SOSQC430	09/10/2019	MISC SUPPLIES	\$200.10
<b>72200</b>	10/10/2019	<b>THE TECHNOLOGY DEPOT</b>	<b>\$9,878.75</b>
Invoice	Date	Description	Amount
11609	09/09/2019	NETWORK MAINT-TICKET #14475	\$786.25
11641	09/13/2019	NETWORK MAINT-TICKET #14520	\$41.25
11637	09/12/2019	NETWORK MAINT-TICKET #14528	\$827.50
11634	09/11/2019	NETWORK MAINT-TICKET #14515	\$827.50
11633	09/11/2019	NETWORK MAINT-TICKET #14499	\$745.00
11631	09/11/2019	NETWORK MAINT-TICKET #14455	\$123.75
11632	09/11/2019	NETWORK MAINT-TICKET #14482	\$41.25
11610	09/09/2019	NETWORK MAINT-TICKET #14476	\$41.25
11701	09/19/2019	NETWORK MAINT-TICKET #14486	\$412.50
11702	09/19/2019	NETWORK MAINT-TICKET #14541	\$745.00
11704	09/19/2019	NETWORK MAINT-TICKET #14542	\$745.00
11705	09/19/2019	NETWORK MAINT-TICKET #14543	\$745.00
11706	09/19/2019	NETWORK MAINT-TICKET #14597	\$786.25
11717	09/20/2019	NETWORK MAINT-TICKET #14586	\$288.75

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11718	09/20/2019	NETWORK MAINT-TICKET #13713	\$2,722.50
<b>72201</b>	10/10/2019	<b>TRIBUNE DIRECT MARKETING, LLC</b>	<b>\$3,956.23</b>
Invoice	Date	Description	Amount
68698	08/27/2019	CALENDAR BROCHURE-HOMESTEAD	\$3,956.23
<b>72202</b>	10/10/2019	<b>WEST COAST ARBORISTS, INC.</b>	<b>\$600.00</b>
Invoice	Date	Description	Amount
1-5274	09/18/2019	EMERGENCY TREE SVC-CITY HALL	\$600.00
<b>72203</b>	10/10/2019	<b>WINDSTREAM</b>	<b>\$805.84</b>
Invoice	Date	Description	Amount
71739806	09/10/2019	CITY HALL PHONE SVC-SEP 2019	\$805.84

Checks	Status	Count	Transaction Amount
	Total	109	\$2,922,122.06

*CITY COUNCIL*

ITEM NO. 5.2

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CITY COUNCIL SPECIAL MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
SEPTEMBER 10, 2019  
PAGE 1

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**CALL TO ORDER**

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 10:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

**FLAG SALUTE**

The flag salute was led by Mayor Moss

**ROLL CALL**

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

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Robles, City Clerk.

**PUBLIC COMMENTS**

There were none.

City Attorney Casso spoke regarding item 5.1 and suggested to Mayor Moss that special counsel John Harris was present and is requesting a short recess before going into closed session to speak privately with Council Member Cruz. Mayor Moss recessed the meeting at 10:01a.m.

Mayor Moss reconvened the meeting at 10:51 a.m. At that time Council Member Cruz recused himself from Closed Session, due to a potential or actual conflict of interest. Being that Council Member Radecki and Council Member Ruggles also recused themselves prior, per City Attorney Casso, a draw had to be taken between Council Member Radecki and Council Member Ruggles to see who would stay, and who wouldn't, to determine a quorum of three Council Members. Council Member Ruggles stayed in.

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CITY COUNCIL SPECIAL MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
SEPTEMBER 10, 2019  
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**CLOSED SESSION**

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

- 5.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: Concerned Citizens of City of Industry v. City of Industry, *et al.*  
Superior Court of California, County of Los Angeles  
Case No. BC700716
  
- 5.2 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION  
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)  
(Two Potential Cases)

There were no public comments on the Closed Session item.

Mayor Moss recessed the meeting into Closed Session at 10:54 a.m.

At 10:52 a.m., Council Member Cruz, Council Member Radecki, City Attorney Casso and Assistant City Attorney Sparks left the Council Chamber for Item No. 5.1, and did not participate.

At 11:48 a.m., Council Member Radecki, City Attorney Casso and Assistant City Attorney Sparks returned to the Chamber.

**RECONVENE CITY COUNCIL MEETING**

Mayor Moss reconvened the meeting at 12:52 p.m. All members of the City Council were present.

City Manager Helling and City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 5.1, City Manager Helling announced that no action was taken.

With regard to Item 5.2, City Attorney Casso announced that direction was given to the City Attorney's office, no final action taken. Nothing further to report at this time.

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CITY COUNCIL SPECIAL MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
SEPTEMBER 10, 2019  
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**ADJOURNMENT**

There being no further business, the City Council adjourned at 12:54 p.m.

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CORY C. MOSS  
MAYOR

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JULIE ROBLES  
CITY CLERK

*CITY COUNCIL*

ITEM NO. 5.3



# CITY OF INDUSTRY

## MEMORANDUM

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

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

**STAFF:** Joshua Nelson, City Engineer *JN*  
Tapas Dutta, Senior Project Manager, CNC Engineering *SD/TO*

**DATE:** October 10, 2019

**SUBJECT:** Consideration of Amendment No. 1 to the License Agreement with Southern California Gas Company for Access to Assessor's Parcel Number 8264-004-908, located at Hatcher Road and Railroad Street (MP 99-60 #10)

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### **Background:**

Southern California Gas Company ("Gas Company") contacted the City regarding the use of a portion of the property located at Hatcher Road and Railroad Street for staging and fabrication for the purpose of relocating the 30-inch high pressure gas line. The relocation of the gas line is related to the Alameda Corridor East Fullerton Road Grade Separation Project which is currently under construction with San Gabriel Valley Council of Government as the lead agency.

On August 22, 2019, the City Council approved the License Agreement with Gas Company. The License Agreement commenced on September 1, 2019 and was set to terminate on December 31, 2019.

### **Discussion:**

After the City Council meeting, there were further discussions with the Gas Company regarding the agreement, and the Gas Company requested a few amendments to the agreement including, extending the term through June 30, 2020, agreeing to have the Gas Company restore the premises to "as close to possible" to the original condition at the end of the term, and allowing the Gas Company to maintain an equivalent program of self-insurance to what is required under the City's standard license agreement. Amendment No. 1 to the License Agreement has been prepared to address the agreed upon terms.

### **Fiscal Impact:**

There is no fiscal impact associated with Amendment No. 1.

**Recommendation:**

Staff recommends the approval of Amendment No. 1 to the License Agreement with Southern California Gas Company.

**Exhibit:**

A. License Agreement with Southern California Gas Company dated September 1, 2019

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TH/JN/TD:jv

**EXHIBIT A**

License Agreement with Southern California Gas Company dated September 1, 2019

**AMENDMENT NO. 1  
TO LICENSE AGREEMENT WITH  
SOUTHERN CALIFORNIA GAS COMPANY**

This Amendment No. 1 to the License Agreement (“Agreement”) is made and entered into this 10th day of October, 2019, (“Effective Date”) by and between the City of Industry, a public body, corporate and politic (“Licensor/City”), and Southern California Gas Company, a California Corporation (“Licensee”). The Licensor and Licensee are hereinafter collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS**, on or about September 1, 2019, the Agreement was entered into and executed between the Parties to provide Licensee utilization of the premises located at Assessor’s Parcel No. 8264-004-908 for storage, staging, and fabrication associated with the relocation of a 30-inch high pressure gas line to accommodate the Alameda Corridor East Fullerton Grade Separation Project undertaken by the San Gabriel Valley Council of Governments; and

**WHEREAS**, the Parties desire to amend the Agreement to extend the term of the Agreement through June 30, 2020, provide for Licensee to maintain an equivalent program of self-insurance and provide additional information for the Notices; and

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

**AMENDMENT**

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

**Section 1.     License to Enter the Premises**

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

Licensor hereby grants to Licensee a license (the “**License**”) granting permission to enter upon the Premises as of the Effective Date of this Agreement, and to use a portion of the Premises, as depicted in Exhibit A, for storage, staging and fabrication related to the relocation of a 30-inch high pressure gas line located at Fullerton Road and Railroad Avenue in the City of Industry to accommodate the Project (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, being conducted on the Premises. Prior to any initial entry pursuant to the License, Licensee shall provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the

term of this License, without Licensor's prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee's Permitted Use. Licensee hereby acknowledges that it is only permitted to utilize the portion of the Premises designated as Southern California Gas Temporary Workspace as shown in Exhibit A, and that Licensor may grant a license to other entities to utilize other portions of the Premises outside of the Southern California Gas Temporary Workspace (as set forth in Exhibit A).

**Section 4. Maintenance of Premises**

Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, and shall restore the Premises to as close as possible to its condition as of the Effective Date of this Agreement.

**Section 7. Insurance**

The first sentence of Section 7 is hereby amended to read in its entirety as follows:

Prior to entering the Premises and until the termination of this Agreement, Licensee shall maintain at its sole expense insurance limits or equivalent program of self-insurance, as stipulated in this section.

**Section 9. Term, Termination and Remedies**

The first and second sentence of Section 9 is hereby amended to read in its entirety as follows:

The License shall commence as of the Effective Date of this Agreement and shall automatically terminate on **June 30, 2020**. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon six (6) months' written notice to Licensee.

**Section 13. Notices**

The email address for Carol Hsu and the information for Michelle Meghrouni is hereby added as follows:

Licensee:

Carol Hsu, Project Manager, Land and Right of Way  
8101 Rosemead Boulevard, SC722K  
Pico Rivera, CA 90660  
Tel: (213) 244-2821  
Chsu@socalgas.com

With a Copy to:

Michelle Meghrouni, Senior Counsel  
555 W. 5<sup>th</sup> Street, GT-14E7  
Los Angeles, CA 90013  
Tel: (213) 244-4809  
MMeghrouni@socalgas.com

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

**“LICENSOR”**  
**CITY OF INDUSTRY**

**“LICENSEE”**  
**SOUTHERN CALIFORNIA GAS COMPANY**

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

By: \_\_\_\_\_  
Carol Hsu, Land and Right of Way

**Attest:**

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

**APPROVED AS TO FORM**

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

**EXHIBIT A TO AMENDMENT NO. 1**  
**LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA GAS COMPANY DATED**  
**SEPTEMBER 1, 2019**

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated **September 1, 2019**, (“**Effective Date**”) is entered into by and between the City of Industry, a public body, corporate and politic (“**Licensor/City**”), and Southern California Gas Company, a California Corporation (“**Licensee**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

### RECITALS

**WHEREAS**, the City is the owner of certain property located at Hatcher Road and Railroad Street, and Licensee desires to enter the portion of the property generally described as a lot, **Assessor’s Parcel No. 8264-004-908**, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

**WHEREAS**, Licensee desires to utilize the Premises for staging and fabrication associated with the relocation of a 30-inch high pressure gas line; and

**WHEREAS**, Licensee acknowledges that Licensee is entering onto the Premises at its sole risk and expense, and Licensor does not have any liability to Licensee under this Agreement.

**NOW, THEREFORE**, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of the Effective Date of this Agreement, and to use a portion of the Premises, as depicted in Exhibit A, for staging and fabrication related to the relocation of a 30-inch high pressure gas line located at the Fullerton Grade Separation project (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall, provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use. Licensee hereby acknowledges that it is only permitted to utilize the portion of the Premises designated as 46,400 square feet as shown in Exhibit A, and that Licensor may grant a license to other entities to utilize other portions of the Premises (as set forth in Exhibit A).

2. Payment. Since the Licensee work is related to the San Gabriel Valley Council of Government (SGVCOG) grade separation project at Fullerton Road, which benefits Licensor, Licensor agrees to provide the use of the specified Premises at no cost to the Licensee.

3. Permitted Use. Upon execution of this Agreement, Licensee shall provide a site plan to the Licensor, which shall detail the configuration of the use of the Premises, and which shall provide sufficient ingress and egress for public safety vehicles. Licensee shall obtain any and all approvals required by the Los Angeles County Fire Department for the Permitted Use, within 10 days of the Effective Date of this Agreement. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Maintenance of Premises. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, and shall restore the Premises to its condition as of the Effective Date of this Agreement.

5. Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Permitted Use, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any (“**Permits**”) by any and all governmental authorities having jurisdiction over the Premises for Licensee’s exercise of the Permitted Use. Licensor shall use commercially reasonable efforts to cooperate with Licensee and to support any and all applications or request for said Permits submitted by Licensee or on Licensee’s behalf. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

6. Liens.

6.1 Licensee shall not cause or permit to be filed, recorded or enforced against the Premises, or any part thereof, any mechanics’, material men’s, contractors’ or subcontractors’ liens arising from the Permitted Use or any claim or action affecting the title to the Premises arising from the Permitted Use, and Licensee shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of Licensor’s other rights and remedies under this Agreement or under law, should Licensee fail within fifteen (15) business days of a written notice from Licensor to pay and discharge or bond over any lien arising out of Licensee’s use of the Premises, then a material breach under this Agreement shall be deemed to have occurred which, at Licensor’s election, shall entitle Licensor to terminate this License effective upon notice by Licensor to Licensee so stating.

6.2 If Licensee desires to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the Premises or any portion thereof for which Licensor could become liable if not successfully resolved, as a condition to such contest, Licensee shall notify Licensor of Licensee’s intent to contest the lien or claim and the grounds for such contest. Notwithstanding anything to the contrary set forth herein, Licensee shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Licensor or the Premises.

7. Insurance. Prior to entering the Premises and until the termination of this Agreement, Licensee shall maintain at its sole expense insurance limits as stipulated in this section.

7.1 Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(c) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Status. The Licensor and City Representatives, (as defined in Section 8, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee’s use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

(b) Primary Coverage. For any claims related to this Agreement, the Licensee’s insurance coverage shall be primary insurance as respects the Licensor/City Representatives. Any insurance or self-insurance maintained by the Licensor/City Representatives, shall be excess of the Licensee’s insurance and shall not contribute with it.

(c) Contractors and Subcontractors. Licensee shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that Licensor/City Representatives are additional insureds on insurance required from contractors/subcontractors. For CGL coverage contractors and subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

(d) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

(e) Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(f) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Licensee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(g) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

(h) Deductibles. All such insurance shall have deductibility limits of not greater than \$50,000.00 unless otherwise approved by the City.

(i) Verification of Coverage. Licensee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before exercise of the Permitted use commences. However, failure to obtain the required documents prior to the exercise of the Permitted Use shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies, including endorsements, required by these specifications, at any time.

(j) Occurrence Basis Coverage. All policies shall be written on an occurrence basis unless otherwise approved by the City.

8. Indemnification. From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the Licensor's choosing, the City and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and council members of the City collectively, the "**City Representatives**", and each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "**Losses and Liabilities**"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors on the Premises. This indemnification requires Licensee to indemnify the City and any and all City Representatives from and against all Losses and Liabilities, including attorneys' fees, arising out of the use or release of any Hazardous Substances on the Premises by Licensee. Licensee's obligation to defend shall arise regardless of any claim or assertion that the City caused or contributed to the Losses and/or Liabilities, provided, however, that Licensee's liability under this Section 8 will be limited to the extent of any contributory negligence of Licensor.

9. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement, and shall automatically terminate on **December 31, 2019**. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon seven (7) days' written notice to Licensee. Further, in the event Licensor sells or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly

vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

10. Inspection and Access to Premises. Licensor and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to show the Premises to potential purchasers, to inspect the Premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time

11. Assignability. This License cannot be assigned by Licensee whether voluntarily or by operation of law, and Licensee shall not permit any use of the Premises, or any part thereof during the Term of this License in violation of the provisions of this License, except with the consent of Licensor (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so shall be null and void.

12. Cost of Enforcement. In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Licensor to remove Licensee from the Premises, the non-prevailing party agrees to pay to the prevailing party, in addition to such other relief as may be awarded by the court, City or other authority before which such suit or proceeding is commenced, all reasonable costs of enforcement in connection therewith including, but not limited to, reasonable attorneys' fees, expenses and costs of investigation.

13. Notices. All notices, consents, approvals, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon the earlier of when personally delivered or served or twenty-four (24) hours after being deposited with FedEx or any other established overnight courier service to the intended party addressed as follows:

Licensor: Troy Helling  
City Manager  
15625 East Stafford Street, Suite 100  
City of Industry, CA 91744  
Tel: (626) 333-2211  
thelling@cityofindustry.org

With a Copy to: James M. Casso, City Attorney  
Casso & Sparks, LLP  
13300 Crossroads Parkway North, Suite 410  
City of Industry, CA 91746  
Tel: (626) 269-2980  
jcasso@cassosparks.com

Licensee: Carol Hsu, Project Manager, Land and Right of Way  
8101 Rosemead Boulevard, SC722K  
Pico Rivera, CA 90660  
Tel: (213) 244-2821  
Chsu@sempraulilities.com

14. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Licensee hereby expressly waives all provisions of law providing for a change of venue due to the fact that the City may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between City and Licensee. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's or Licensee's prior written consent.

15. Authority. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

**(SIGNATURES ON FOLLOWING PAGE)**

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

“LICENSOR”

“LICENSEE”

**CITY OF INDUSTRY**

**SOUTHERN CALIFORNIA GAS  
COMPANY**

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

By:  \_\_\_\_\_  
Carol Hsu, Land and Right of Way

ATTEST:

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

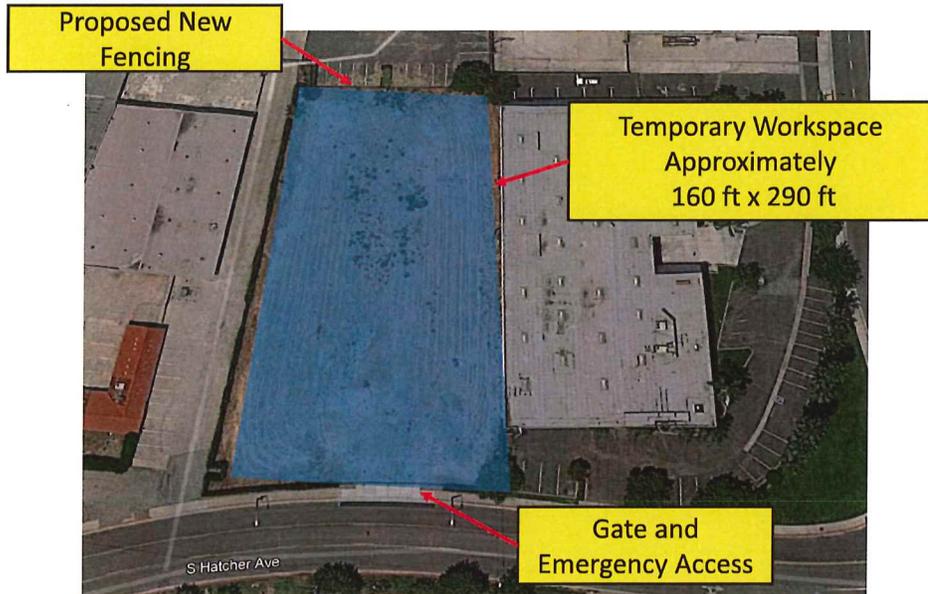
APPROVED AS TO FORM:

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

**EXHIBIT A**

1123 Hatcher Avenue, Southern California Gas Fullerton Grade Separation Temporary Workspace

Exhibit A  
Fullerton Grade Separation Temporary Workspace



1123 Hatcher Ave, APN: 8264-004-908

*CITY COUNCIL*

ITEM NO. 6.1



# CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

## MEMORANDUM

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

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

**DATE:** October 10, 2019

**SUBJECT:** Consideration of Resolution No. CC 2019-50, a Resolution of the City Council of the City of Industry, California, rescinding Resolution No. CC 2019-28 and adopting a revised Salary Range Schedule for City Employees for Fiscal Year 2019-2020

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### **BACKGROUND:**

On June 13, 2019, the City Council adopted a Salary Range Schedule for all City employees and elected officials. The City Manager has recently reanalyzed and reviewed the City's staffing needs. Staff is proposing a revised salary range schedule that includes the following changes.

- Adding the designation and Salary Range of Human Resources Manager.  
The salary range for this position is \$114,270.00 to \$152,360.04, which is average for this position.

In addition, Staff is recommending that the City fill the following positions:

- Human Resources Technician I
- Accounting Technician I (Treasury and Finance Department)

### **Recommendation**

Staff recommends that the City Council rescind Resolution No. CC 2019-28 and adopt Resolution No. CC 2018-50, adopting a revised salary range schedule for City Employees and elected officials for Fiscal Year 2018-2019.

### **Exhibits**

- Resolution No. CC 2019-50
- Exhibit A: Proposed Revised 2018-2019 Salary Range Schedule

**RESOLUTION NO. CC 2019-50**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2019-28, AND ADOPTING A REVISED SALARY RANGE SCHEDULE FOR CITY EMPLOYEES AND CITY ELECTED OFFICIALS FOR FISCAL YEAR 2019-2020**

**WHEREAS**, the FY 2019-20 ("FY 20") Proposed Operating Budget ("Budget") was presented to the City Council for adoption on June 13, 2019; and

**WHEREAS**, on June 13, 2019, the City Council adopted a Salary Range Schedule for all City Employees and elected officials for FY 20; and

**WHEREAS**, staff recommends adding the Human Resources Manager position to the City's Salary Range Schedule; and

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

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

**Section 2.** Findings. The City Council finds as follows:

- A. The City Council is authorized under Government Code Section 36506 to establish salary ranges for City employees and appointed and elected officers.
- B. The City has followed all legal prerequisites prior to the adoption of this resolution.

**Section 3.** The City Council hereby rescinds Resolution No. CC 2019-28 in its entirety, and all prior salary range resolutions.

**Section 4.** The City Council hereby approves the City of Industry Salary Range Schedule for Fiscal Year 2019-2020, attached hereto as Exhibit A, and incorporated herein by reference.

**Section 5.** The City's Salary Range Schedule will be promptly made available for public review during normal business hours upon request. A copy of this Salary Range Schedule will be retained for at least five years following the effective date of this Resolution.

**Section 6.** 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 7.** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on October 10, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

---

Cory S. Moss, Mayor

**ATTEST:**

---

Julie Gutierrez-Robles, City Clerk

# CITY OF INDUSTRY



## SALARY RANGE SCHEDULE

FY 2019-2020

Date Effective: July 1, 2019, Revised October 10, 2019

Exhibit A

### NON-MANAGEMENT CLASSIFICATIONS

<u>Grade Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt Status</u>
			<u>Bottom Step</u>	<u>Top Step</u>	
1	Receptionist I	Annually	\$39,000.00	\$52,000.00	NE
		Monthly	\$3,250.00	\$4,333.33	
2	Administrative Technician I Receptionist II	Annually	\$48,360.00	\$64,479.96	NE
		Monthly	\$4,030.00	\$5,373.33	NE
3	Accounting Technician I	Annually	\$53,787.60	\$71,716.80	NE
	Administrative Technician II	Monthly	\$4,482.30	\$5,976.40	NE
	Planning Technician I				NE
4	Human Resources Technician I	Annually	\$53,040.00	\$70,719.96	NE
		Monthly	\$4,420.00	\$5,893.33	
5	Accounting Technician II	Annually	\$57,802.68	\$77,070.24	NE
	Code Enforcement Officer I	Monthly	\$4,816.89	\$6,422.52	NE
	Planning Technician II				NE
	Administrative Technician III				NE
6	Code Enforcement Officer II	Annually	\$62,062.68	\$84,968.00	NE
	Human Resources Technician II	Monthly	\$5,171.89	\$7,080.67	NE
	Accounting Technician III				NE
7	Accountant I	Annually	\$64,350.00	\$85,800.00	NE
	Financial Analyst I	Monthly	\$5,362.50	\$7,150.00	NE
	Human Resources Analyst I				NE
	Management Analyst I				NE
8	Deputy City Clerk	Annually	\$64,350.00	\$85,800.00	NE
	Deputy City Treasurer	Monthly	\$5,362.50	\$7,150.00	NE

**CITY OF INDUSTRY**  
**SALARY RANGE SCHEDULE**

FY 2019-2020

Date Effective: July 1, 2019, Revised October 10, 2019

MANAGEMENT CLASSIFICATIONS

<u>Grade</u> <u>Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt</u> <u>Status</u>
			<u>Bottom Step</u>	<u>Top Step</u>	
10	Accountant II	Annually	\$70,980.00	\$94,640.04	E
	Financial Analyst II	Monthly	\$5,915.00	\$7,886.67	E
	Human Resources Analyst II				E
	Management Analyst II				E
12	Accountant III	Annually	\$85,878.00	\$114,504.00	E
	Financial Analyst III	Monthly	\$7,156.50	\$9,542.00	E
	Human Resources Analyst III				E
	Management Analyst III				E
15	Development and Administrative services Manager	Annually	\$114,270.00	\$152,360.04	E
	Public Affairs and Inter-Governmental Liaison Manager	Monthly	\$9,522.50	\$12,696.67	E
	Human Resources Manager				E
16	City Clerk	Annually	\$120,825.00	\$161,100.00	E
		Monthly	\$10,068.75	\$13,425.00	
19	City Treasurer	Annually	\$167,232.00	\$222,975.96	E
		Monthly	13,936.00	\$18,581.33	
20	Director of Finance	Annually	\$183,924.00	\$245,232.00	E
	Assistant City Manager	Monthly	\$15,327.00	\$20,436.00	E
21	City Engineer/Director of Public Works	Annually	\$196,185.60	\$245,232.00	E
		Monthly	\$16,348.80	\$20,436.00	E
25	City Manager - Contract Position	Annually	Per Employment Agreement		E
		Monthly			

# CITY OF INDUSTRY

## SALARY RANGE SCHEDULE

FY 2019-2020

Date Effective: July 1, 2019, Revised October 10, 2019

### PART-TIME EMPLOYEES (HOURLY)

<u>Grade</u> <u>Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt Status</u>
			<u>Bottom Step</u>	<u>Top Step</u>	
PT-1	P/T Receptionist I	Hourly	\$18.75	\$25.00	N/A
PT-2	P/T Receptionist II Administrative Technician I	Hourly	\$23.25	\$31.00	N/A
PT-3	Administrative Technician II	Hourly	\$25.86	\$34.48	N/A
PT-5	Code Enforcement Officer I IT Technician	Hourly	\$27.79	\$37.05	N/A
PT-6	Code Enforcement Officer II	Hourly	\$29.84	\$40.85	N/A

### BOARDS AND COMMISSIONS

	<u>POSITION</u>		<u>SALARY RANGE</u>	
			<u>Monthly</u>	<u>Exempt</u>
BC-1	City Council/Successor Agency/Industry Public Finance Authority	Stipend	\$2,008.70	E
BC-2	Industry Public Utilities Commission	Stipend	\$255.50	E
BC-3	Planning Commission	Stipend	\$709.00	E
BC-4	Civic Recreational Industrial Authority	Stipend	\$709.00	E
BC-5	Industry Property and Housing Management Authority	Stipend	\$625.00	E

*CITY COUNCIL*

ITEM NO. 6.2



# CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

## MEMORANDUM

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

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

**DATE:** October 10, 2019

**SUBJECT:** Consideration to Contribute \$10,000.00 to the City of Hope to help fight and provide services for women that are fighting breast cancer.

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### Background:

October is breast cancer awareness month and the City of Hope has organized a 2K and 5K run on November 3, 2019. The \$10,000.00 donation will go towards fighting breast cancer and helping support women that are fighting breast cancer. The City of Hope, located in Duarte was founded in 1913 and has been doing cancer research and helping people fight cancer since the 1940's.

### Recommendation:

Staff recommends that the City Council approve Resolution No. CC 2019-51, Approving a contribution to the City of Hope, in the amount of \$10,000.00.

### Exhibits:

A.. Resolution No. CC 2019-51

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TH/TH

## RESOLUTION NO. CC 2019-51

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO THE CITY OF HOPE IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) FOR THE WALK FOR HOPE ANNUAL 2K AND 5K WALK AND RUN**

### RECITALS

**WHEREAS**, October is breast cancer awareness month and the City of Hope is a private, not -for profit clinical research center that is located in Duarte, California; and

**WHEREAS**, the City of Hope has an annual 2K and 5K run that will be held on November 3, 2019 to raise funds through donations to support its programs that fight breast cancer and to support women with breast cancer; and

**WHEREAS**, the City's donation serves a public purpose in that the proceeds will support City of Hope programs that fight breast cancer; and

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

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

**SECTION 1:** The City Council finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

**SECTION 2:** The City's donation serves a public purpose in that the proceeds will assist in funding programs that fight breast cancer and to help women that are fighting breast cancer.

**SECTION 3:** The City Council hereby approves the donation of Ten Thousand Dollars (\$10,000.00) to the City of Hope.

**SECTION 4:** The City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution, in order to implement this Resolution on behalf of the City.

**SECTION 5:** 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 6:** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at meeting held on October 10, 2019, by the following vote:

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

\_\_\_\_\_  
Cory S. Moss, Mayor

**ATTEST:**

\_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

*CITY COUNCIL*

ITEM NO. 6.3



# 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 *[Signature]*

**Date:** October 10, 2019

**SUBJECT:** Consideration of a License Agreement with Evans Food Group LTD., for access to the parking lot located at El Encanto Healthcare and Rehabilitation Center and Workman and Temple Family Homestead Museum, to utilize as a Temporary Overflow Parking Area

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### **Background:**

Evans Food Group LTD. ("Evans") is undergoing improvements on its property at 15430 Proctor Avenue. It is requesting that the City allow it access to the El Encanto Healthcare and Rehabilitation Center parking lot at 555 El Encanto Road and Workman and Temple Family Homestead Museum parking lot at 15415 Don Julian Road, for overflow parking for its employees through January 31, 2020.

### **Discussion:**

Evans will be using the premises for employee parking Monday through Friday from 6 a.m. to 6 p.m., and will be responsible for maintaining the premises, and has agreed to add the premises to its sweeper schedule. The proposed License Agreement will terminate on January 31, 2020.

### **Fiscal Impact:**

The Agreement will set Evan's lease rate at \$150 per month. Payment will be payable to the City in advance on the first day of each month during the term of the Agreement.

### **Recommendation:**

- 1.) Staff recommends that the City Council approve the License Agreement with Evans Food Group LTD., dated October 15, 2019.

**Exhibit:**

A. License Agreement with Evans Food Group LTD., dated October 15, 2019

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TH/BH:yp

**EXHIBIT A**

License Agreement with Evans Food Group LTD., dated October 15, 2019

[Attached]

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated October 15, 2019, (“**Effective Date**”) is entered into by and between the City of Industry, a public body, corporate and politic (“**Licensor/City**”), and Evans Food Group LTD, (“**Licensee**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

### RECITALS

**WHEREAS**, the City is the owner of certain property located at 555 El Encanto Road, generally located at the southwest corner of Parriott Place and El Encanto Road (“**Premises**”), and 15415 Don Julian Road, generally located at the northwest corner of Parriott Place and Don Julian Road (“**Alternate Premises**”), and Licensee desires to enter the portion of the property set forth in Exhibit A, attached hereto and incorporated herein by reference.

**WHEREAS**, Licensee desires to utilize the Premises as an overflow parking lot for its employees; and

**WHEREAS**, Licensee acknowledges that Licensee is entering onto the Premises at its sole risk and expense, and Licensor does not have any liability to Licensee under this Agreement.

**NOW, THEREFORE**, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of the Effective Date of this Agreement, and to use a portion of the Premises, as depicted in Exhibit A, as an overflow parking area for its employees (collectively, “**Permitted Use**”), provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall, provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use. Licensee hereby acknowledges that it is only permitted to utilize the portion of the Premises designated as set forth in Exhibit A, and that Licensor may grant a license to other entities to utilize other portions of the Premises (as set forth in Exhibit A).

2. Payment. Licensee shall pay the Licensor, and Licensor shall accept One Hundred Fifty Dollars (\$150.00) per day (“**License Payment**”), for the use of the Premises. Payment shall be due in advance on the first day of each month during the term of the Agreement. For the month of October 2019, the rent shall be pro-rated, and the pro-rata License Payment shall be due upon execution of the Agreement by Licensee. Payment shall be made to Licensor at 15625 E. Stafford Street, Suite 100, City of Industry, CA 91744.

3. Permitted Use. The Permitted Use is hereby defined to include overflow parking area for Licensee's employees. Upon execution of this Agreement, Licensee shall provide a site plan to the Licensor, which shall detail the configuration of the use of the Premises, and which shall provide sufficient ingress and egress for public safety vehicles. Licensee shall obtain any and all approvals required by the Los Angeles County Fire Department for the Permitted Use, within 10 days of the Effective Date of this Agreement. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Maintenance of Premises. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, and shall restore the Premises to its condition as of the Effective Date of this Agreement.

5. Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Permitted Use, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any ("**Permits**") by any and all governmental authorities having jurisdiction over the Premises for Licensee's exercise of the Permitted Use. Licensor shall use commercially reasonable efforts to cooperate with Licensee and to support any and all applications or request for said Permits submitted by Licensee or on Licensee's behalf. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

6. Liens.

6.1 Licensee shall not cause or permit to be filed, recorded or enforced against the Premises, or any part thereof, any mechanics', material men's, contractors' or subcontractors' liens arising from the Permitted Use or any claim or action affecting the title to the Premises arising from the Permitted Use, and Licensee shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of Licensor's other rights and remedies under this Agreement or under law, should Licensee fail within fifteen (15) business days of a written notice from Licensor to pay and discharge or bond over any lien arising out of Licensee's use of the Premises, then a material breach under this Agreement shall be deemed to have occurred which, at Licensor's election, shall entitle Licensor to terminate this License effective upon notice by Licensor to Licensee so stating.

6.2 If Licensee desires to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the Premises or any portion thereof for which Licensor could become liable if not successfully resolved, as a condition to such contest, Licensee shall notify Licensor of Licensee's intent to contest the lien or claim and the grounds for such contest. Notwithstanding anything to the contrary set forth herein, Licensee shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Licensor or the Premises.

7. Insurance. Prior to entering the Premises and until the termination of this Agreement, Licensee shall maintain at its sole expense insurance limits as stipulated in this section.

7.1 Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(c) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Status. The Licensor and City Representatives, (as defined in Section 8, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee’s use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

(b) Primary Coverage. For any claims related to this Agreement, the Licensee’s insurance coverage shall be primary insurance as respects the Licensor/City Representatives. Any insurance or self-insurance maintained by the Licensor/City Representatives, shall be excess of the Licensee’s insurance and shall not contribute with it.

(c) Contractors and Subcontractors. Licensee shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that Licensor/City Representatives are additional insureds on insurance required from contractors/subcontractors. For CGL coverage contractors and subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

(d) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

(e) Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(f) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Licensee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(g) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

(h) Deductibles. All such insurance shall have deductibility limits of not greater than \$50,000.00 unless otherwise approved by the City.

(i) Verification of Coverage. Licensee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before exercise of the Permitted use commences. However, failure to obtain the required documents prior to the exercise of the Permitted Use shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies, including endorsements, required by these specifications, at any time.

(j) Occurrence Basis Coverage. All policies shall be written on an occurrence basis unless otherwise approved by the City.

8. Indemnification. From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the Licensor's choosing, the City and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and council members of the City collectively, the "**City Representatives**", and each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "**Losses and Liabilities**"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors on the Premises. This indemnification requires Licensee to indemnify the City and any and all City Representatives from and against all Losses and Liabilities, including attorneys' fees, arising out of the use or release of any Hazardous Substances on the Premises by Licensee. Licensee's obligation to defend shall arise regardless of any claim or assertion that the City caused or contributed to the Losses and/or Liabilities, provided, however, that Licensee's liability under this Section 8 will be limited to the extent of any contributory negligence of Licensor.

9. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement, and shall automatically terminate on **January 31, 2020**. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon seven (7) days' written notice to Licensee. At its sole and absolute discretion, from November 1, 2019 through December 31, 2019, the City may provide Licensee with 24 hours notice of the unavailability of the Premises for the Permitted Use, and may permit Licensee to utilize the Alternate Premises for the Permitted Use. Use of the Alternate Premises shall be under the same terms, conditions and cost, as the Premises. Further, in the event Licensor sells or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this

Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

10. Inspection and Access to Premises. Licensor and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to show the Premises to potential purchasers, to inspect the Premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time

11. Assignability. This License cannot be assigned by Licensee whether voluntarily or by operation of law, and Licensee shall not permit any use of the Premises, or any part thereof during the Term of this License in violation of the provisions of this License, except with the consent of Licensor (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so shall be null and void.

12. Cost of Enforcement. In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Licensor to remove Licensee from the Premises, the non-prevailing party agrees to pay to the prevailing party, in addition to such other relief as may be awarded by the court, City or other authority before which such suit or proceeding is commenced, all reasonable costs of enforcement in connection therewith including, but not limited to, reasonable attorneys' fees, expenses and costs of investigation.

13. Notices. All notices, consents, approvals, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon the earlier of when personally delivered or served or twenty-four (24) hours after being deposited with FedEx or any other established overnight courier service to the intended party addressed as follows:

Licensor:	Troy Helling City Manager 15625 East Stafford Street, Suite 100 City of Industry, CA 91744 Tel: (626) 333-2211 <a href="mailto:thelling@cityofindustry.org">thelling@cityofindustry.org</a>
With a Copy to:	James M. Casso, City Attorney Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Tel: (626) 269-2980 <a href="mailto:jcasso@cassosparks.com">jcasso@cassosparks.com</a>
Licensee:	Alex Calleros, Supply Chain Manager 15430 East Proctor Avenue City of Industry, CA 91745 Tel: (626) 330-4553 <a href="mailto:alex.calleros@evansfood.com">alex.calleros@evansfood.com</a>

14. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Licensee hereby expressly waives all provisions of law providing for a change of venue due to the fact that the City may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between City and Licensee. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's or Licensee's prior written consent.

15. Authority. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

**(SIGNATURES ON FOLLOWING PAGE)**

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

“LICENSOR”

“LICENSEE”

**CITY OF INDUSTRY**

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

By: \_\_\_\_\_  
Alex Calleros, Supply Chain Manager

ATTEST:

\_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

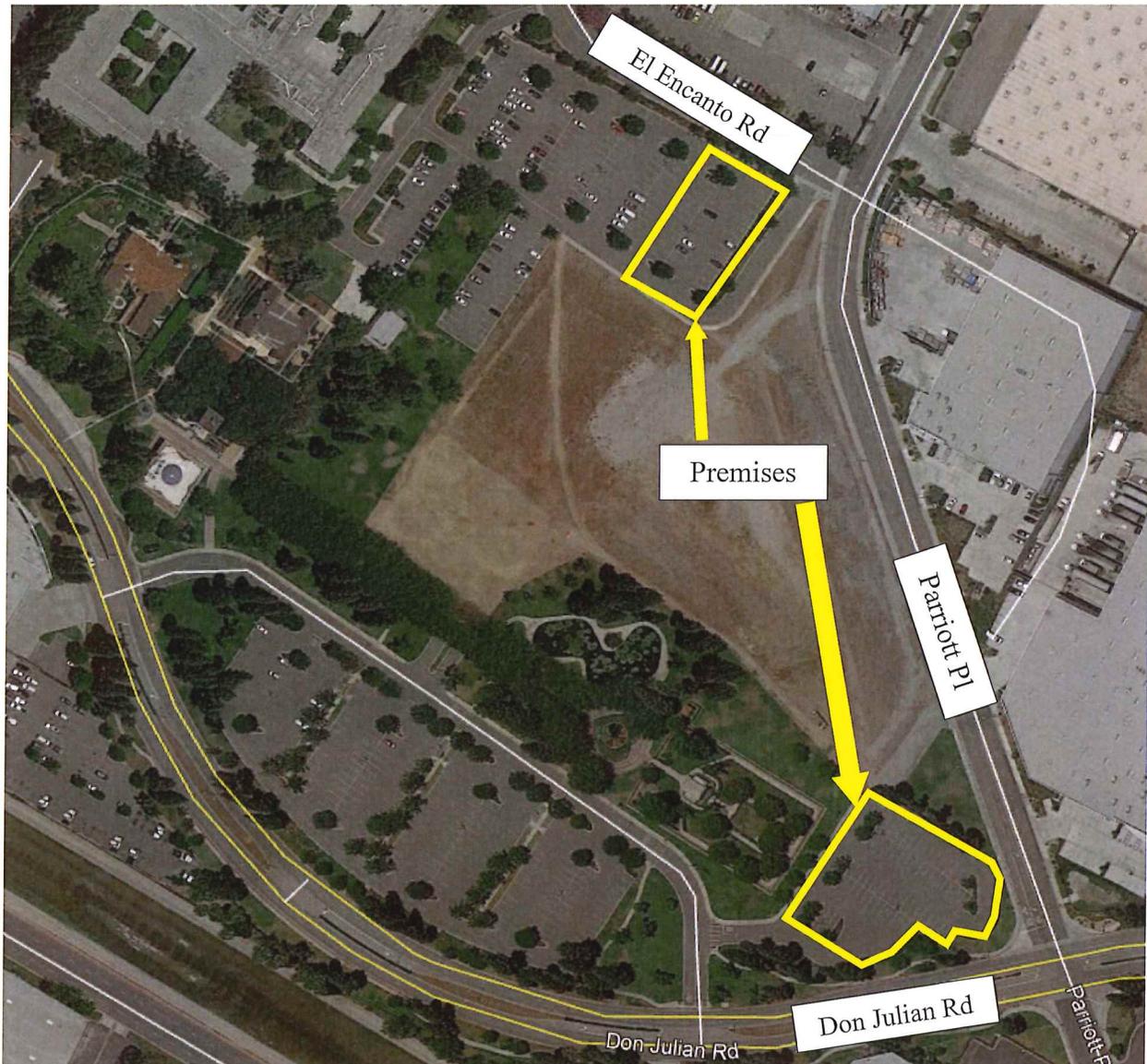
APPROVED AS TO FORM:

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

## EXHIBIT A

### Legal Description

Assessors Parcel Number (APN) 8208-027-902 located at the southwest corner of Parriott Place and El Encanto Road, City of Industry, CA 91744, and APN 8208-027-918 located at the northwest corner of Parriott Place and Don Julian Road, City of Industry, CA 91744. The areas identified as “Project Site” in the map below by arrows and defining yellow lines identifies the areas of the Premises, where the Permitted Use shall occur.



*CITY COUNCIL*

ITEM NO. 6.4



# 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:** October 10, 2019

**SUBJECT:** Consideration of a License Agreement with Biscuit Filmworks, LLC, for access to the parking lot located at El Encanto Healthcare and Rehabilitation Center, to utilize as a Temporary Overflow Parking Area

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### **Background:**

Biscuit Filmworks requested the City allow the parking lot located at 555 El Encanto Road to be used for vehicle parking for a production crew during filming of a commercial at the new Chipotle restaurant at 15495 Valley Boulevard. Filming was scheduled for October 11 through 13, 2019.

### **Discussion:**

To support local businesses, the City granted the film company permission to use the lot but could not present the item to City Council prior to filming due to the timeliness of receiving the request to the start of filming. At this time, staff is requesting the City Council ratify the License Agreement with Biscuit Filmworks for its use of the parking lot at 555 El Encanto Road. The License Agreement will terminate on October 14, 2019.

### **Fiscal Impact:**

The Agreement set Biscuit Filmworks's lease rate at \$150 per month. The prorated amount is \$4.93 per day. A payment of \$14.79 will be due to the City.

### **Recommendation:**

- 1.) Staff recommends that the City Council ratify the License Agreement with Biscuit Filmworks, dated October 9, 2019.

### **Exhibit:**

- A. License Agreement with Biscuit Filmworks, dated October 9, 2019
- 

TH/BH:yp

**Exhibit:**

A. License Agreement with Biscuit Filmworks, dated October 9, 2019

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TH/BH:yp

**EXHIBIT A**

License Agreement with Biscuit Filmworks, dated October 9, 2019

[Attached]

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated October 9, 2019, (“**Effective Date**”) is entered into by and between the City of Industry, a public body, corporate and politic (“**Licensor/City**”), and Biscuit Filmworks, LLC, a California limited liability company (“**Licensee**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

### RECITALS

**WHEREAS**, the City is the owner of certain property located at 555 El Encanto Road, generally located at the southwest corner of Parriott Place and El Encanto Road, and Licensee desires to enter the portion of the property forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

**WHEREAS**, Licensee desires to utilize the Premises as an overflow parking lot for a production crew to park their vehicles while filming a commercial at another location; and

**WHEREAS**, Licensee acknowledges that Licensee is entering onto the Premises at its sole risk and expense, and Licensor does not have any liability to Licensee under this Agreement.

**NOW, THEREFORE**, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of the Effective Date of this Agreement, and to use a portion of the Premises, as depicted in Exhibit A, as an overflow parking area for a production crew to park vehicles while filming a commercial at another location (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall, provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use. Licensee hereby acknowledges that it is only permitted to utilize the portion of the Premises designated as set forth in Exhibit A, and that Licensor may grant a license to other entities to utilize other portions of the Premises (as set forth in Exhibit A).

2. Payment. Licensee shall pay the Licensor, and Licensor shall accept One Hundred Fifty Dollars (\$150.00) per month (“**License Payment**”), for the use of the Premises. Payment in full, totaling Fourteen Dollars and Seventy-Nine Cents (\$14.79), shall be due and payable in advance, on October 9, 2019. Payment shall be made to Licensor at 15625 E. Stafford Street, Suite 100, City of Industry, CA 91744.

3. Permitted Use. The Permitted Use is hereby defined to include an overflow parking area for a production crew to park vehicles while filming a commercial at another location; transporting the production crew using the Licensee's own transportation to and from the Premises, and using the parking lot driveway closest to Parriott Place for said transport; and providing reasonable security to secure the Premises. Upon execution of this Agreement, Licensee shall provide a site plan to the Licensor, which shall detail the configuration of the use of the Premises, and which shall provide sufficient ingress and egress for public safety vehicles. Licensee shall obtain any and all approvals required by the Los Angeles County Fire Department for the Permitted Use, prior to entering the Premises. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Maintenance of Premises. During the term of this Agreement, Licensee shall maintain the Premises, which shall include, but is not limited to, weed abatement. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, and shall restore the Premises to its condition as of the Effective Date of this Agreement.

5. Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Permitted Use, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any ("Permits") by any and all governmental authorities having jurisdiction over the Premises for Licensee's exercise of the Permitted Use. Licensor shall use commercially reasonable efforts to cooperate with Licensee and to support any and all applications or request for said Permits submitted by Licensee or on Licensee's behalf. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

6. Liens.

6.1 Licensee shall not cause or permit to be filed, recorded or enforced against the Premises, or any part thereof, any mechanics', material men's, contractors' or subcontractors' liens arising from the Permitted Use or any claim or action affecting the title to the Premises arising from the Permitted Use, and Licensee shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of Licensor's other rights and remedies under this Agreement or under law, should Licensee fail within fifteen (15) business days of a written notice from Licensor to pay and discharge or bond over any lien arising out of Licensee's use of the Premises, then a material breach under this Agreement shall be deemed to have occurred which, at Licensor's election, shall entitle Licensor to terminate this License effective upon notice by Licensor to Licensee so stating.

6.2 If Licensee desires to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the Premises or any portion thereof for which Licensor could become liable if not successfully resolved, as a condition to such contest, Licensee shall notify Licensor of Licensee's intent to contest the lien or claim and the grounds for such contest. Notwithstanding anything to the contrary set forth herein, Licensee shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Licensor or the Premises.

7. Insurance. Prior to entering the Premises and until the termination of this Agreement, Licensee shall maintain at its sole expense insurance limits as stipulated in this section.

7.1 Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(c) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Status. The Licensor and City Representatives, (as defined in Section 8, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee’s use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

(b) Primary Coverage. For any claims related to this Agreement, the Licensee’s insurance coverage shall be primary insurance as respects the Licensor/City Representatives. Any insurance or self-insurance maintained by the Licensor/City Representatives, shall be excess of the Licensee’s insurance and shall not contribute with it.

(c) Contractors and Subcontractors. Licensee shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that Licensor/City Representatives are additional insureds on insurance required from contractors/subcontractors. For CGL coverage contractors and subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

(d) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

(e) Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(f) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Licensee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(g) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

(h) Deductibles. All such insurance shall have deductibility limits of not greater than \$50,000.00 unless otherwise approved by the City.

(i) Verification of Coverage. Licensee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before exercise of the Permitted use commences. However, failure to obtain the required documents prior to the exercise of the Permitted Use shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies, including endorsements, required by these specifications, at any time.

(j) Occurrence Basis Coverage. All policies shall be written on an occurrence basis unless otherwise approved by the City.

8. Indemnification. From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the Licensor's choosing, the City and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and council members of the City collectively, the "**City Representatives**", and each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "**Losses and Liabilities**"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors on the Premises. This indemnification requires Licensee to indemnify the City and any and all City Representatives from and against all Losses and Liabilities, including attorneys' fees, arising out of the use or release of any Hazardous Substances on the Premises by Licensee. Licensee's obligation to defend shall arise regardless of any claim or assertion that the City caused or contributed to the Losses and/or Liabilities, provided, however, that Licensee's liability under this Section 8 will be limited to the extent of any contributory negligence of Licensor.

9. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement, and shall automatically terminate on **October 14, 2019**. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon seven (7) days' written notice to Licensee. Further, in the event Licensor sells or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten

(10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

10. Inspection and Access to Premises. Licensor and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to show the Premises to potential purchasers, to inspect the Premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time

11. Assignability. This License cannot be assigned by Licensee whether voluntarily or by operation of law, and Licensee shall not permit any use of the Premises, or any part thereof during the Term of this License in violation of the provisions of this License, except with the consent of Licensor (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so shall be null and void.

12. Cost of Enforcement. In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Licensor to remove Licensee from the Premises, the non-prevailing party agrees to pay to the prevailing party, in addition to such other relief as may be awarded by the court, City or other authority before which such suit or proceeding is commenced, all reasonable costs of enforcement in connection therewith including, but not limited to, reasonable attorneys' fees, expenses and costs of investigation.

13. Notices. All notices, consents, approvals, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon the earlier of when personally delivered or served or twenty-four (24) hours after being deposited with FedEx or any other established overnight courier service to the intended party addressed as follows:

Licensor:	Troy Helling City Manager 15625 East Stafford Street, Suite 100 City of Industry, CA 91744 Tel: (626) 333-2211 <a href="mailto:thelling@cityofindustry.org">thelling@cityofindustry.org</a>
With a Copy to:	James M. Casso, City Attorney Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Tel: (626) 269-2980 <a href="mailto:jcasso@cassosparks.com">jcasso@cassosparks.com</a>
Licensee:	Mercedes Allen Sarria, Head of Production Biscuit Filmworks 7026 Santa Monica Boulevard Los Angeles, CA 90038

Tel: (323) 856-9200  
[mollygilula@gmail.com](mailto:mollygilula@gmail.com)

14. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Licensee hereby expressly waives all provisions of law providing for a change of venue due to the fact that the City may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between City and Licensee. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's or Licensee's prior written consent.

15. Authority. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

**(SIGNATURES ON FOLLOWING PAGE)**

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

“LICENSOR”

“LICENSEE”

**CITY OF INDUSTRY**

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

By: \_\_\_\_\_  
Mercedes Allen Sarria, Head of Production

ATTEST:

\_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

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

## EXHIBIT A

### Legal Description

Assessors Parcel Number (APN) 8208-027-902 located at the southwest corner of Parriott Place and El Encanto Road, City of Industry, CA 91744. The area identified as “Project Site” in the map below by an arrow and defining yellow lines identifies the area of the Premises, where the Permitted Use shall occur.



*CITY COUNCIL*

ITEM NO. 6.5



# CITY OF INDUSTRY

TO: Honorable Mayor and Council Members

FROM: Troy Helling, City Manager *TH*

DATE: October 10, 2019

SUBJECT: Consideration of Amendment No. 1 to Loan Agreement with City of La Puente

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**BACKGROUND:** This proposed amendment to the 2015 loan agreement between the cities of Industry and La Puente is a continuation of a long and fruitful relationship between the two cities. For many years, Industry has participated with and financially supported La Puente's various programs, benefitting both communities.

**DISCUSSION:** This amendment recalculates the total loan amount La Puente has borrowed from Industry to assist it in the completion of the Valley Boulevard sound wall and for other public works improvements to the Valley Boulevard corridor.

Recently, La Puente informed Industry that it will be using other funds to cover future improvements to Valley Boulevard, and, as a result, the balance of the Industry loan is no longer needed.

**BUDGET IMPACT:** The total loan amount La Puente has borrowed is \$1,801,762.62, of which \$417,483.14 has been paid back. The original loan was for more than \$5,000,000.00. The outstanding amount is \$1,422,944.62.

The recalculated annual payment, due on or before November 1 of each year is \$53,287.21. Repayment is expected no later than November 1, 2045.

**RECOMMENDATION:** Staff recommends that the City Council approve the amendment to the Loan Agreement.

Attachment:

Exhibit A: Amendment No. 1 to the Loan Agreement

**AMENDMENT No. 1 TO THE LOAN AGREEMENT BETWEEN THE CITY OF LA PUEENTE AND THE CITY OF INDUSTRY FOR THE MITIGATION OF NOISE, TRAFFIC AND RAILROAD IMPACTS AND FOR OTHER PUBLIC PURPOSES**

This Amendment No. 1 to the Loan Agreement for the Mitigation of Noise, Traffic and Railroad Impacts and for Other Public Purposes (“Agreement”), dated as of October \_\_, 2019, (Effective Date of Amendment No. 1) is entered into by and between the City of La Puente, a municipal corporation (“La Puente”) and the City of Industry, a municipal corporation (“Industry”). La Puente and Industry are collectively referred to herein as the “Parties.”

**RECITALS**

**A. WHEREAS**, under the Agreement, Industry agreed to loan La Puente up to \$5,952,908.00 for use in mitigating the impact of Valley Boulevard and other nearby transit uses by completing the construction of a portion of the north side sound wall and for other improvements to Valley Boulevard; and

**B. WHEREAS**, La Puente has borrowed only \$1,801,762.62, completing the north side sound wall and does not plan to borrow any additional funds; and

**C. WHEREAS**, of the \$1,801,762.62 borrowed, in 2017 and 2018, La Puente has paid to Industry a total of \$417,483.14, including principal and interest, leaving a balance due of \$1,422,944.62; and

**D. WHEREAS**, the Parties wish to amend Article 1. Loan Provisions to reflect the reduced loan amount and recalculated repayment schedule; and

**E. WHEREAS**, for the reasons set forth herein, the Parties desire to enter into this Amendment No. 1, as set forth below.

**AMENDMENT**

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

**ARTICLE 1.  
LOAN PROVISIONS**

Sections 1.1(a)(1) and 1.1(b) are hereby revised to read in their entirety as follows:

Loan Amount. Industry agrees to lend to La Puente and La Puente agrees to borrow from and repay to Industry, a loan in the amount of One Million Eight Hundred One Thousand Seven Hundred Sixty-Two and 62/100 Dollars (\$1,801,762.62) (the “Loan Amount”) for La Puente’s use in constructing a sound wall along the north side of Valley Boulevard to

assist in mitigating the noise and traffic impacts caused by the use of Valley Boulevard and the railroad tracks on the south side of Valley Boulevard and for other public improvements.

Repayment. On or before November 1, 2019, and continuing annually on November 1<sup>st</sup>, through November 1, 2045, La Puente shall make annual payments of principal, together with interest accrued thereon on the outstanding Loan Amount to Industry as set forth in the repayment schedule attached to this Agreement as Exhibit B and incorporated herein by this reference.

**IN WITNESS WHEREOF**, Industry and La Puente have executed this Amendment No. 1 as of the date set forth above.

**CITY OF INDUSTRY**

By: \_\_\_\_\_  
Cory Moss, Mayor

ATTEST:

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

APPROVED AS TO FORM

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

**CITY OF LA PUENTE**

By: \_\_\_\_\_  
Valerie Munoz, Mayor

ATTEST:

By: \_\_\_\_\_  
Sheryl Garcia, City Clerk

APPROVED AS TO FORM

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

**LOAN AGREEMENT BETWEEN THE CITY OF LA PUENTE AND THE CITY OF  
INDUSTRY FOR THE MITIGATION OF NOISE, TRAFFIC AND RAILROAD  
IMPACTS AND FOR OTHER PUBLIC PURPOSES**

This Loan Agreement for the Mitigation of Noise, Traffic and Railroad Impacts and for Other Public Purposes (this “Loan” or “Agreement”), dated as of October 22, 2015 (“Effective Date”), is entered into by and between the City of La Puente, a municipal corporation and general law city (“La Puente”), and the City of Industry, a municipal corporation and charter city (“Industry”). La Puente and Industry are individually referred to herein as “Party” and collectively as the “Parties.”

**RECITALS**

A. WHEREAS, La Puente and Industry, two cities with a contiguous border, share one of Los Angeles County’s busiest and most traveled streets, Valley Boulevard, a critically important and major thoroughfare for commuter cars and trucking operations; and

B. WHEREAS, on the south side of Valley Boulevard in the City of Industry, is a multi-track railroad that, on a daily basis, serves hundreds of train cars traveling east and west delivering goods and products throughout the United States; and

C. WHEREAS, on the north side of Valley Boulevard, in the City of La Puente, are hundreds of single-family and multi-family homes, housing thousands of persons all of which on a daily basis deal with the noise impact of the railroad operations and the use of Valley Boulevard by thousands of commuters and heavy duty trucking operations; and

D. WHEREAS, noise barriers reduce the sound which enters a community from a busy street by either absorbing the sound, transmitting it, reflecting it back across the street, or forcing it to take a longer path over and around the barrier. A noise barrier can achieve a five decibel noise level reduction, when it is tall enough to break the line-of-sight from the highway to the home or receiver; and

E. WHEREAS, in 2013, La Puente completed constructed a sound wall along a portion of the north side of Valley Boulevard to assist in the mitigation of the noise impact of Valley Boulevard and the operations of the railroad on La Puente’s residents; and

F. WHEREAS, given the continuous noise impact of the railroad and the heavy traffic along Valley Boulevard, it is necessary to complete the sound wall along the northerly portion of Valley Boulevard; and

G. WHEREAS, the estimated cost to complete the Valley Boulevard sound wall and related improvements is Five Million Nine Hundred Thousand and 00/100 Dollars (\$5,900,000.00) and La Puente does not have sufficient funding complete the construction; and

H. WHEREAS, Industry, in an effort to assist La Puente in mitigating the impact of Valley Boulevard and the railroad by completing the construction of the remaining balance of the

north side sound wall and for other financially viable improvements to Valley Boulevard, desires to loan La Puente Five Million Nine Hundred Fifty-Two Thousand Nine Hundred Eight and 00/100 Dollars (\$5,952,908.00), subject to the terms and conditions set forth herein; and

I. WHEREAS, the loan serves a public purpose in that it will allow La Puente to construct the balance of the Valley Boulevard sound wall, thereby reducing the noise impacts from the industrial activities of the railroad and trucking along Valley Boulevard, moreover, the loan by Industry allows Industry to serve as a good neighbor, and provide assistance in the mitigation of the noise impacts that are likely caused by the industrial nature of the businesses located in Industry.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement agree as follows:

## **ARTICLE 1. LOAN PROVISIONS**

### 1.1 The Loan

#### (a) Loan Terms.

(1) Loan Amount. Upon execution of this Agreement, Industry agrees to lend to La Puente, and La Puente agrees to borrow from and repay to Industry, the Loan in the amount of Five Million Nine Hundred Fifty-Two Thousand Nine Hundred Eight and 00/100 Dollars (\$5,952,908.00) for La Puente's use in constructing a sound wall along the north side of Valley Boulevard to assist in mitigating the noise and traffic impacts caused by the use of Valley Boulevard and the railroad tracks on the south side of Valley Boulevard along with other public improvements.

(2) Loan Interest. Interest on the outstanding principal balance of the Loan shall accrue at simple interest at the current Local Agency Investment Fund ("LAIF") interest rate on the Effective Date of this Agreement.

(b) Repayment. On or before November 1, 2017, and continuing annually on each November 1<sup>st</sup>, through November 1, 2045, La Puente shall make annual payments of principal, together with interest accrued thereon, in the amount of Two Hundred Eight Thousand Seven Hundred Forty-One and 57/100 Dollars (\$208,741.57), to Industry and on November 1, 2046, La Puente shall make a final payment of principal and accrued interest of Two Hundred Eight Thousand Fifty-Four and 99/100 Dollars (\$208,054.99) to Industry pursuant to the repayment schedule attached to this Agreement as Exhibit A and incorporated herein by this reference.

(c) Limitation on Repayment. The payment obligation of La Puente pursuant to this Agreement is solely from legally available local, state and/or federal funds, if any. The Parties acknowledge and agree that if La Puente does not have general fund revenue sufficient to enable it to pay its obligations hereunder, La Puente shall be obligated to make such payments

only to the extent general fund revenues is available, and shall carry forward such obligations until such time that sufficient general funds are available for such purpose.

This Agreement is subordinate to any obligation of La Puente to pay debt service on any city issued bonds heretofore or hereafter issued and secured by a pledge of and a lien upon La Puente's general funds.

(d) Prepayment. Any portion of the outstanding principal balance due under this Loan Agreement may be prepaid at any time, and from time to time, without penalty or premium. Prepayments will be applied first to any accrued but unpaid interest, if any, and then to principal.

## **ARTICLE 2. LA PUENTE REPRESENTATIONS AND WARRANTIES**

2.1 Duly Organized. La Puente warrants that it is duly organized under applicable laws of the State of California and is in compliance in all material respects with all laws and regulations necessary to borrow money.

2.2 Authority. La Puente warrants that it has authority, and has completed all proceedings and obtained all approvals necessary to execute, deliver, and perform its obligations under this Agreement, and the transaction contemplated thereby.

2.3 No Contravening Agreements. La Puente warrants that the execution, delivery, and performance of this Agreement and all associated documents will not contravene, or constitute a default under or result in a lien upon assets of La Puente pursuant to any applicable law or regulation, any charter document of La Puente, or any instrument binding upon or affecting La Puente, or any contract, agreement, judgment, order, decree, or other instrument binding upon or affecting La Puente.

2.4 Valid and Binding Obligations. La Puente warrants that, when duly executed by the La Puente, this Agreement shall constitute the legal, valid and binding obligations of the La Puente enforceable in accordance with their respective terms. La Puente hereby waives any defense to the enforcement of the terms of the Agreement related to alleged invalidity of any provisions or conditions contained therein.

2.5 No Adverse Action. La Puente warrants that there is no action, suit or proceeding pending or threatened against it which might adversely affect La Puente in any material respect.

## **ARTICLE 3. LA PUENTE COVENANTS**

3.1 Use of Proceeds. La Puente covenants that it shall use the proceeds of the Loan for the purpose of constructing the Valley Boulevard sound wall and for any other financially feasible improvements along the Valley Boulevard corridor to address the noise impacts from the railroad and/or the traffic along Valley Boulevard and for other public improvement purposes.

La Puente shall comply with all local, state and federal laws, rules, and regulations, including those pertaining to the competitive bidding process for public projects, in its construction of the Valley Boulevard sound wall, and related public improvements.

3.2 Repayment. La Puente covenants to repay the Loan in accordance with the provisions set forth in Section 1.1.

3.3 Assignment. La Puente shall not cause or permit any voluntary transfer, assignment or conveyance of this Agreement without the written consent of Industry.

3.4 Notification. Until the Loan is repaid in full, La Puente covenants that it will promptly notify Industry in writing of the occurrence of any event which might materially and adversely affect its ability to perform its obligations under this Agreement, or which constitutes, or with the giving of notice or passage of time or both would constitute, an Event of Default under this Agreement. Such occurrences include, but are not limited to, the threat or initiation of lawsuits or administrative proceedings against La Puente that results in a final judgment, order or decree that has a materially adverse effect on the business of La Puente and its ability to perform its obligations under this Agreement.

#### **ARTICLE 4. INDEMNITY REQUIREMENTS**

4.1 Indemnity. La Puente shall defend, hold harmless and indemnify Industry, and any and all of its officials, employees and agents, from and against all claims, liability, costs, expenses, loss or damages of any nature whatsoever, including reasonable attorney's fees, arising out of or in any way connected with its failure to perform its covenants and obligations under this Agreement and any of its operations or activities related thereto, excluding the willful misconduct or the gross negligence of the Industry.

#### **ARTICLE 5. DEFAULT AND REMEDIES**

5.1 Events of Default. Each of the following events will constitute an event of default ("Event of Default") under this Agreement:

(a) Nonpayment. La Puente's failure to pay when due the principal and interest payable under the Loan, and such failure continues for thirty (30) days.

(b) Noncompliance with Loan. La Puente's failure, neglect or refusal to perform any promise, agreement, covenant or obligation contained in the Loan after any applicable cure periods.

(c) Noncompliance with Governmental Requirements. La Puente's failure to comply with any governmental requirements.

(d) False Representations. If any material representation or disclosure made to Industry by La Puente in connection with this Agreement, the Loan proves to be false or misleading in any material adverse respect when made.

(e) Bankruptcy. The filing by or against La Puente of a voluntary or involuntary petition in bankruptcy or the adjudication of the La Puente as bankrupt or insolvent, or the filing of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or the seeking or consenting to or acquiescing in the appointment of any trustee, receiver, liquidator of La Puente or any substantial part of or all of the property of La Puente, and if any such proceeding is not dismissed within sixty (60) days; the La Puente is named in any such proceeding and the same is not dismissed within one hundred twenty (120) days.

5.2 Declaring Default. Whenever any Event of Default has occurred, other than failure to pay any sums due, Industry shall give written notice of default to La Puente. If the default is not cured within thirty (30) business days after the Date of Default (defined herein), or any extension approved in writing by Industry, Industry may enforce its rights and remedies under Section 5.3 below. Any default that has occurred shall be deemed to commence on the date that written notice of default is effective pursuant to Section 6.4 of this Agreement (the "Date of Default"). In the event of a default in the payment of any amount owing under the Loan when due, La Puente shall have thirty (30) calendar days from the payment due date to cure such default whether or not Industry gives written notice.

5.3 Remedies. Upon the occurrence of any Event of Default, in addition to its other rights in this Agreement at law, or in equity, Industry may exercise any one or more of the following rights and remedies:

(a) accelerate and declare the entire unpaid principal balance of the Loan together with all accrued interest thereon, and all other sums owing to Industry immediately due and payable; and

(b) proceed at law, or in equity, to require La Puente to perform its obligations and covenants under this Agreement.

The remedies provided herein are cumulative and not exclusive of, and shall not prejudice any other remedy provided under law.

5.4 Costs and Expenses. La Puente shall pay all reasonable costs and expenses incurred by or on behalf of Industry including, without limitation, reasonable attorneys' fees, incurred in connection with Industry's enforcement of the Agreement and the exercise of any or all of its rights and remedies hereunder.

**ARTICLE 6.**  
**MISCELLANEOUS**

6.1 Relationship of Parties. Nothing contained in this Agreement shall be construed as creating the relationship of principal and agent between Industry and La Puente or Industry's or La Puente's elected and appointed officials, officers, agents or employees, and La Puente shall at all times be deemed and shall be wholly responsible for the manner in which it or its agents, or both, perform under this Agreement.

6.2 Conflict of Interest.

(a) Interest of Employees, Agents, Consultants, Officers and Officials of Industry or La Puente. Except for approved eligible administrative or personnel costs, no employee, agent, consultant, officer or official of Industry or La Puente who exercises or has exercised any function or responsibilities with respect to activities assisted by general funds in whole or in part, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities assisted under this Agreement, may obtain a personal or financial interest in or benefit from the activities assisted under this Agreement, or have an interest, direct or indirect, in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder either for himself/herself or for those with whom he/she has family or business ties, during his/her tenure and for one year thereafter.

6.3 Notices. Any notice, request or consent required pursuant to this Agreement shall be deemed delivered upon receipt when delivered personally or by facsimile transmission, provided that a transmission report is generated reflecting the accurate transmission thereof, or three (3) business days after being deposited in the U.S. mail, first class postage prepaid, return receipt requested, or one (1) day after deposit with a nationally recognized overnight carrier addressed as follows:

**Industry**        Paul Philips  
                         City Manager  
                         15626 East Stafford Street  
                         Suite 100  
                         City of Industry, CA 91744

**La Puente:**     David Carmany  
                         City Manager  
                         15900 East Main Street  
                         La Puente, CA 9174471

or to such other addresses as the Parties may designate by notice as set forth above.

6.4 Successors and Assigns. All of the terms of this Agreement shall apply to and be binding upon, and inure to the benefit of, the successors and permitted assigns of Industry and La Puente, respectively, and all persons claiming under or through them.

6.5 Attorneys' Fees. If any action is instituted by any Party to this Agreement to enforce this Agreement or the Loan or to collect any sums due hereunder or pursuant to the Loan, the prevailing Party in such action shall be entitled to recover its costs and reasonable attorneys' fees as awarded by the court in that action.

6.6 Severability. If one or more provisions of this Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force and effect.

6.7 Amendments/Entire Agreement. Industry and La Puente reserve the right to amend this Agreement by mutual consent. No amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless in writing and signed and acknowledged and approved by both parties. This Agreement constitutes the entire agreement of the Parties and no oral understandings or agreement not incorporated herein shall be binding on either Party.

6.8 Joint and Several Liability. If La Puente consists of more than one person or entity, each shall be jointly and severally liable to Industry for the performance of this Agreement.

6.9 Time. Time is of the essence in the performance of the terms and conditions of this Agreement.

6.10 Governing Law. The laws of the State of California shall govern this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California.

6.11 Non-Liability of Either Party, Their Officials, Officers, Employees and Agents. No elected or appointed official, officer, member, employee or agent of either Party shall be personally liable to the other or any successor in interest, in the event of any default or breach by either Party or for any amount which may become due to one another or any successor under the terms of this Agreement.

6.12 Rights and Consent. No forbearance, failure or delay by either Party in exercising any right, power or remedy, nor any single or partial exercise by either Party of any right or remedy hereunder shall preclude the further exercise of such right, power or remedy.

The consent to any act or omission by La Puente may not be construed as the Party's consent to any other or subsequent act or omission or as a waiver of the requirement to obtain the Party's consent in any other instance. All of the Party's rights, powers and remedies are cumulative and shall continue in full force and effect until specifically waived in writing by the Party.

6.13 Duration/Survival. This Agreement shall continue in full force and effect until the Loan has been paid in full. Notwithstanding the foregoing, the indemnification provisions of Section 4.1 of this Agreement shall survive the expiration of this Agreement and the making and repayment of the Loan.

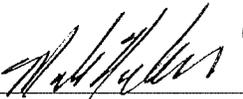
6.14 Headings. The headings within this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement.

6.15 Counterparts, Facsimile Copies. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

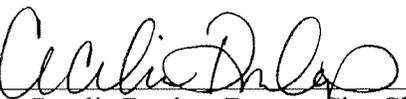
**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, Industry and La Puente have executed this Agreement as of the Effective Date.

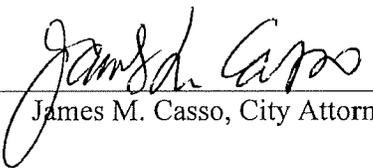
**CITY OF INDUSTRY**

By:   
Mark Radecki, Mayor

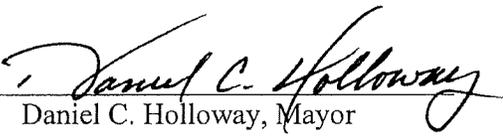
ATTEST:

By:   
Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM

By:   
James M. Casso, City Attorney

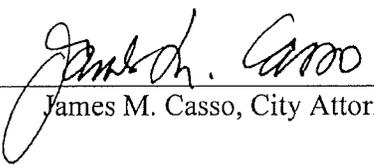
**CITY OF LA PUENTE**

By:   
Daniel C. Holloway, Mayor

ATTEST:

By:   
Sheryl Garcia, Chief Deputy City Clerk

APPROVED AS TO FORM

By:   
James M. Casso, City Attorney

# Loan Amortization Schedule

Enter values	
Loan amount	\$ 5,952,908.00
Annual interest rate	0.33 %
Loan period in years	30
Number of payments per year	1
Start date of loan	11/1/2016
Optional extra payments	

Loan summary	
Scheduled payment	\$ 208,741.57
Scheduled number of payments	30
Actual number of payments	30
Total early payments	\$ -
Total interest	\$ 309,339.09

Lender name:

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	11/1/2017	\$ 5,952,908.00	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 189,096.97	\$ 19,644.60	\$ 5,763,811.03	\$ 19,644.60
2	11/1/2018	\$ 5,763,811.03	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 189,720.99	\$ 19,020.58	\$ 5,574,090.03	\$ 38,665.17
3	11/1/2019	\$ 5,574,090.03	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 190,347.07	\$ 18,394.50	\$ 5,383,742.96	\$ 57,059.67
4	11/1/2020	\$ 5,383,742.96	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 190,975.22	\$ 17,766.35	\$ 5,192,767.74	\$ 74,826.02
5	11/1/2021	\$ 5,192,767.74	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 191,605.44	\$ 17,136.13	\$ 5,001,162.31	\$ 91,962.16
6	11/1/2022	\$ 5,001,162.31	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 192,237.73	\$ 16,503.84	\$ 4,808,924.57	\$ 108,465.99
7	11/1/2023	\$ 4,808,924.57	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 192,872.12	\$ 15,869.45	\$ 4,616,052.45	\$ 124,335.44
8	11/1/2024	\$ 4,616,052.45	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 193,508.60	\$ 15,232.97	\$ 4,422,543.86	\$ 139,568.42
9	11/1/2025	\$ 4,422,543.86	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 194,147.18	\$ 14,594.39	\$ 4,228,396.68	\$ 154,162.81
10	11/1/2026	\$ 4,228,396.68	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 194,787.86	\$ 13,953.71	\$ 4,033,608.82	\$ 168,116.52
11	11/1/2027	\$ 4,033,608.82	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 195,430.66	\$ 13,310.91	\$ 3,838,178.16	\$ 181,427.43
12	11/1/2028	\$ 3,838,178.16	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 196,075.58	\$ 12,665.99	\$ 3,642,102.58	\$ 194,093.42
13	11/1/2029	\$ 3,642,102.58	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 196,722.63	\$ 12,018.94	\$ 3,445,379.95	\$ 206,112.35
14	11/1/2030	\$ 3,445,379.95	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 197,371.82	\$ 11,369.75	\$ 3,248,008.13	\$ 217,482.11
15	11/1/2031	\$ 3,248,008.13	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 198,023.14	\$ 10,718.43	\$ 3,049,984.99	\$ 228,200.53
16	11/1/2032	\$ 3,049,984.99	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 198,676.62	\$ 10,064.95	\$ 2,851,308.37	\$ 238,265.49
17	11/1/2033	\$ 2,851,308.37	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 199,332.25	\$ 9,409.32	\$ 2,651,976.12	\$ 247,674.80
18	11/1/2034	\$ 2,651,976.12	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 199,990.05	\$ 8,751.52	\$ 2,451,986.07	\$ 256,426.32
19	11/1/2035	\$ 2,451,986.07	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 200,650.02	\$ 8,091.55	\$ 2,251,336.05	\$ 264,517.88
20	11/1/2036	\$ 2,251,336.05	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 201,312.16	\$ 7,429.41	\$ 2,050,023.89	\$ 271,947.29
21	11/1/2037	\$ 2,050,023.89	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 201,976.49	\$ 6,765.08	\$ 1,848,047.40	\$ 278,712.37
22	11/1/2038	\$ 1,848,047.40	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 202,643.01	\$ 6,098.56	\$ 1,645,404.39	\$ 284,810.92
23	11/1/2039	\$ 1,645,404.39	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 203,311.74	\$ 5,429.83	\$ 1,442,092.65	\$ 290,240.76
24	11/1/2040	\$ 1,442,092.65	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 203,982.66	\$ 4,758.91	\$ 1,238,109.99	\$ 294,999.66
25	11/1/2041	\$ 1,238,109.99	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 204,655.81	\$ 4,085.76	\$ 1,033,454.18	\$ 299,085.43
26	11/1/2042	\$ 1,033,454.18	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 205,331.17	\$ 3,410.40	\$ 828,123.01	\$ 302,495.82
27	11/1/2043	\$ 828,123.01	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 206,008.76	\$ 2,732.81	\$ 622,114.25	\$ 305,228.63
28	11/1/2044	\$ 622,114.25	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 206,688.59	\$ 2,052.98	\$ 415,425.65	\$ 307,281.61
29	11/1/2045	\$ 415,425.65	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 207,370.67	\$ 1,370.90	\$ 208,054.99	\$ 308,652.51
30	11/1/2046	\$ 208,054.99	\$ 208,741.57	\$ -	\$ 208,054.99	\$ 207,368.41	\$ 686.58	\$ -	\$ 309,339.09

# LOAN AMORTIZATION SCHEDULE

Exhibit B

## ENTER VALUES

Loan amount	\$1,422,944.62
Annual interest rate	0.33%
Loan period in years	28
Number of payments per year	1
Start date of loan	11/1/2019
Optional extra payments	\$0.00

## LOAN SUMMARY

Scheduled payment	\$53,287.21
Scheduled number of payments	28
Actual number of payments	1
Total early payments	\$0.00
Total interest	\$69,097.20

## LENDER NAME

City Of Industry

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	11/1/2019	\$1,422,944.62	\$53,287.21	\$0.00	\$53,287.21	\$48,591.49	\$4,695.72	\$1,374,353.13	\$4,695.72
2	11/1/2020	\$1,374,353.13	\$53,287.21	\$0.00	\$53,287.21	\$48,751.84	\$4,535.37	\$1,325,601.29	\$9,231.08
3	11/1/2021	\$1,325,601.29	\$53,287.21	\$0.00	\$53,287.21	\$48,912.72	\$4,374.48	\$1,276,688.56	\$13,605.57
4	11/1/2022	\$1,276,688.56	\$53,287.21	\$0.00	\$53,287.21	\$49,074.14	\$4,213.07	\$1,227,614.43	\$17,818.64
5	11/1/2023	\$1,227,614.43	\$53,287.21	\$0.00	\$53,287.21	\$49,236.08	\$4,051.13	\$1,178,378.35	\$21,869.77
6	11/1/2024	\$1,178,378.35	\$53,287.21	\$0.00	\$53,287.21	\$49,398.56	\$3,888.65	\$1,128,979.79	\$25,758.42
7	11/1/2025	\$1,128,979.79	\$53,287.21	\$0.00	\$53,287.21	\$49,561.57	\$3,725.63	\$1,079,418.21	\$29,484.05
8	11/1/2026	\$1,079,418.21	\$53,287.21	\$0.00	\$53,287.21	\$49,725.13	\$3,562.08	\$1,029,693.09	\$33,046.13
9	11/1/2027	\$1,029,693.09	\$53,287.21	\$0.00	\$53,287.21	\$49,889.22	\$3,397.99	\$979,803.87	\$36,444.12
10	11/1/2028	\$979,803.87	\$53,287.21	\$0.00	\$53,287.21	\$50,053.86	\$3,233.35	\$929,750.01	\$39,677.47
11	11/1/2029	\$929,750.01	\$53,287.21	\$0.00	\$53,287.21	\$50,219.03	\$3,068.18	\$879,530.98	\$42,745.64
12	11/1/2029	\$879,530.98	\$53,287.21	\$0.00	\$53,287.21	\$50,384.76	\$2,902.45	\$829,146.22	\$45,648.10
13	11/1/2030	\$829,146.22	\$53,287.21	\$0.00	\$53,287.21	\$50,551.03	\$2,736.18	\$778,595.20	\$48,384.28
14	11/1/2031	\$778,595.20	\$53,287.21	\$0.00	\$53,287.21	\$50,717.84	\$2,569.36	\$727,877.35	\$50,953.64
15	11/1/2032	\$727,877.35	\$53,287.21	\$0.00	\$53,287.21	\$50,885.21	\$2,402.00	\$676,992.14	\$53,355.64
16	11/1/2033	\$676,992.14	\$53,287.21	\$0.00	\$53,287.21	\$51,053.13	\$2,234.07	\$625,939.01	\$55,589.71
17	11/1/2034	\$625,939.01	\$53,287.21	\$0.00	\$53,287.21	\$51,221.61	\$2,065.60	\$574,717.40	\$57,655.31
18	11/1/2035	\$574,717.40	\$53,287.21	\$0.00	\$53,287.21	\$51,390.64	\$1,896.57	\$523,326.76	\$59,551.88
19	11/1/2036	\$523,326.76	\$53,287.21	\$0.00	\$53,287.21	\$51,560.23	\$1,726.98	\$471,766.53	\$61,278.86
20	11/1/2037	\$471,766.53	\$53,287.21	\$0.00	\$53,287.21	\$51,730.38	\$1,556.83	\$420,036.15	\$62,835.69
21	11/1/2038	\$420,036.15	\$53,287.21	\$0.00	\$53,287.21	\$51,901.09	\$1,386.12	\$368,135.06	\$64,221.81
22	11/1/2039	\$368,135.06	\$53,287.21	\$0.00	\$53,287.21	\$52,072.36	\$1,214.85	\$316,062.70	\$65,436.65
23	11/1/2040	\$316,062.70	\$53,287.21	\$0.00	\$53,287.21	\$52,244.20	\$1,043.01	\$263,818.50	\$66,479.66
24	11/1/2041	\$263,818.50	\$53,287.21	\$0.00	\$53,287.21	\$52,416.61	\$870.60	\$211,401.89	\$67,350.26
25	11/1/2042	\$211,401.89	\$53,287.21	\$0.00	\$53,287.21	\$52,589.58	\$697.63	\$158,812.31	\$68,047.89
26	11/1/2043	\$158,812.31	\$53,287.21	\$0.00	\$53,287.21	\$52,763.13	\$524.08	\$106,049.18	\$68,571.97
27	11/1/2044	\$106,049.18	\$53,287.21	\$0.00	\$53,287.21	\$52,937.25	\$349.96	\$53,111.94	\$68,921.93
28	11/1/2045	\$53,111.94	\$53,287.21	\$0.00	\$53,111.94	\$52,936.67	\$175.27	\$0.00	\$69,097.20

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

**DATE:** October 10, 2019

**SUBJECT:** Consideration of Amendment No. 1 to the Professional Services Agreement with PlaceWorks, Inc., increasing the compensation by \$5,700 to provide an Initial Study/Negative Declaration or Mitigated Negative Declaration for proposed automobile dealership located at 17647 Gale Avenue,

### Background:

On June 13, 2019, the City Council approved a Professional Services Agreement ("Agreement") with PlaceWorks, Inc. ("PlaceWorks") to provide an Initial Study/Negative Declaration or Mitigated Negative Declaration ("IS/ND" or "MND"), for a new proposed automobile dealership located on a 6.38 acre property (APN: 8264-012-923, 8264-013-914, and 8264-013-913), Contract No. PL-19-060-A. Per the Agreement, PlaceWorks will peer review the technical studies provided with the project application and incorporate all mitigation measures identified for the project into the IS/ND or MND.

### Discussion:

The current Agreement's scope of work includes an evaluation of the traffic during the weekday peak hours (7 to 9 a.m. and 4 to 6 p.m.). Due to the existing traffic conditions on weekends influenced by the local auto dealerships and the Puente Hills Mall, Staff is requesting to add an evaluation of traffic conditions on Saturdays between 11 a.m. to 1 p.m. and 4 to 6 p.m. for a more complete traffic condition analysis.

The proposed Amendment No. 1 will allow PlaceWorks to complete the traffic study to include the weekend traffic counts and analyses of that work, for an additional amount of \$5,700.

Table 1 – Summary of Project Costs

Professional Services Agreement with PlaceWorks, Inc.	\$55,342
Amendment No. 1 to PlaceWorks, Inc.	\$5,700
<b>Total</b>	<b>\$61,042</b>

**Fiscal Impact:**

Appropriate \$5,700.00 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.

**Recommendations:**

- 1.) Staff recommends that the City Council approve Amendment No. 1 to the Professional Services Agreement with PlaceWorks, Inc., dated October 10, 2019; and
- 2.) Appropriate \$5,700.00 to the General Fund – Planning – Professional Services (account no. 100-521-5120-01).

**Exhibit:**

- A. Amendment No. 1 to the Professional Services Agreement with PlaceWorks, Inc., dated October 10, 2019
- 

TH/BH:yp

**EXHIBIT A**

Amendment No. 1 to the Professional Services Agreement with PlaceWorks dated  
October 10, 2019

[Attached]

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH PLACEWORKS, INC.**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”), is made and entered into this 10<sup>th</sup> day of October, 2019, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and PlaceWorks, Inc., a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about June 13, 2019, the City approved a Professional Services Agreement with PlaceWorks, Inc., to provide an initial study/negative declaration or mitigated negative declaration for a development project at 17647 Gale Avenue, City of Industry; and

**WHEREAS**, due to the existing traffic conditions on weekends influenced by the local auto dealerships and the Puente Hills Mall, it was determined that additional parking counts were needed on the weekends to yield a more complete traffic study; and

**WHEREAS**, given the additional parking counts that were required to complete the initial study/negative declaration or mitigated negative declaration process, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$5,700.00; and

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

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement shall remain in full force and effect except as otherwise hereinafter provided:

**Section 4. PAYMENT**

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

This amount shall not exceed Sixty One Thousand Forty Two Dollars (\$61,042.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

**Section 14. NOTICES**

The address for James M. Casso is hereby revised to read in its entirety as follows:

James M. Casso, City Attorney  
Casso & Sparks, LLP  
13300 Crossroads Parkway North, Suite 410  
City of Industry, CA 91746

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement 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, City Clerk

**APPROVED AS TO FORM**

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

*CITY COUNCIL*

ITEM NO. 6.7



# CITY OF INDUSTRY

## MEMORANDUM

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

**From:** James M. Casso, City Attorney

**Date:** October 10, 2019

**SUBJECT:** Consideration of Amendment No. 2 to the Employment Agreement with Troy Helling for City Manager Services

---

### **Background/Discussion:**

The City Council appointed Troy Helling as the Acting City Manager on or about April 12, 2018, and as the permanent City Manager, on or about October 25, 2018.

Pursuant to the terms of Mr. Helling's employment agreement, he is to be evaluated annually by the City Council. In accordance with the provisions of the agreement, the City Council evaluated Mr. Helling at the September 26, 2019 City Council meeting.

Based on Mr. Helling's performance, direction was given to the City Attorney's office to amend Mr. Helling's employment agreement, to increase his salary to \$260,000.52. This salary is commensurate with that of surrounding cities, and is less than that of the previous City Manager.

### **Fiscal Impact:**

Mr. Helling's prior salary was \$245,000, the raise results in a \$15,000.52 increase.

### **Recommendation:**

Staff recommends that the City Council approve Amendment No. 2 to the Employment Agreement with Troy Helling for City Manager services.

**AMENDMENT NO. 2  
TO EMPLOYMENT AGREEMENT  
WITH TROY HELLING**

This Second Amendment to the City Manager Employment Agreement (the “Agreement”), is made and effective this 10<sup>th</sup> day of October, 2019 by and between the City of Industry, State of California, a municipal corporation and charter city (hereinafter, the “City”) and Troy Helling, an individual, (hereinafter, “Helling”). City and Helling are hereinafter collectively referred to as the “Parties” and individually as “Party.”

**RECITALS**

**WHEREAS**, the City Council appointed Mr. Helling as Acting City Manager, effective on or about April 12, 2018; and

**WHEREAS**, on or about October 25, 2018, the City Council appointed Mr. Helling as the permanent City Manager; and

**WHEREAS**, based on Mr. Helling’s performance, the City Council desires to amend Mr. Helling’s salary, as set forth herein.

**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 V., Compensation, is hereby revised to read in its entirety as follows:

Effective as of October 10, 2019, the City agrees to pay Helling for his services rendered hereunder at an annual rate of Two Hundred Sixty Thousand Dollars and Fifty-Two Cents (\$260,000.52), which sum shall be considered the base salary and shall be payable in installments at the same times as the City’s other employees are paid, and subject to customary withholdings.

In Section XIII.H. the mailing address for James M. Casso shall be revised to read in its entirety as follows:

James M. Casso  
Casso & Sparks, LLP  
13300 Crossroads Parkway N  
Suite 410  
City of Industry, CA 91746

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their signatures as of the date and year first above written.

**CITY MANAGER**

**CITY OF INDUSTRY**

\_\_\_\_\_  
Troy Helling, an individual

\_\_\_\_\_  
Cory C. Moss, Mayor

**ATTEST:**

\_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

**APPROVED AS TO FORM**

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

*CITY COUNCIL*

ITEM NO. 6.8



# CITY OF INDUSTRY

## MEMORANDUM

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

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

**STAFF:** Joshua Nelson, City Engineer *gm*  
Dev Birla, Operations Manager, CNC Engineering *DOB*

**DATE:** October 10, 2019

**SUBJECT:** Consideration of authorization to advertise for public bids for Amar Road Streetlight Installation from Aileron Avenue to Echelon Avenue for an estimated cost of \$239,740.00 (Contract No. CITY-1453)

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### **Background:**

Currently, there are no streetlights along the south side of Amar Road from Aileron Avenue to Echelon Avenue. The south side of this stretch of road is within the City boundary, and the north side of the road is located within Los Angeles County. Staff has prepared plans and specifications for the above project to install new streetlights along the south side of the street. This project will be implemented as Contract No. CITY-1453, subject to the approval by the City Council.

### **Discussion:**

New streetlights on the south side of this section of Amar Road are necessary to allow for adequate lighting on the public street. The scope of work involves providing labor, materials and equipment for trenching and installation of approximately 1,800 feet of new conduits, 14 pull boxes, 12 foundations of streetlight poles, foundation of meter service pedestal and conduit up to 10' on the SCE power pole. Work also includes furnishing and installing 12 street light poles and luminaires, approximately 5,200' of 600-volt cable, meter service pedestal. SCE will install the service wire from the SCE power pole to the meter service pedestal. This work will require the contractor to follow typical streetlight construction in the public right-of-way for a complete functional streetlight system, and to restore the sidewalk and landscaping to the original condition after the construction is completed. The attached plans and specifications describe the work in more detail.

### **Fiscal Impact:**

The engineer's estimate for this project is \$239,740.00. This project is budgeted in 2019-2020 approved budget under Capital Improvement Program –IPUC – Electric Utility. Once the

**Recommendation:**

It is hereby recommended that the City Council approve the plans and specifications and authorize the advertising and receipt of electronic bids.

**Exhibits:**

- A. Notice Inviting Bids
- B. Engineer's Estimate
- C. Section A – Pages A-1 through A-8
- D. Reduced Set of Project Plans

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TH/JN/DB:jf

**EXHIBIT A**

Notice Inviting Bids

[Attached]

**NOTICE INVITING BIDS FOR:**

**CITY OF INDUSTRY  
PROJECT NO. 453**

**AMAR ROAD STREETLIGHT INSTALLATION FROM AILERON AVENUE TO ECHELON  
AVENUE**

**CONTRACT NO. CITY-1453**

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **10:00 A.M.** on **November 21, 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 and C-10 Electrical Contractor** 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: Install new underground streetlight system on south side of Amar Road from Aileron Avenue to Echelon Avenue. Scope of work includes conduits, pull boxes, foundations, poles, wires, service pedestal, luminaries, fuses and other related work for completion functional streetlight system.

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 **Wednesday, November 13, 2019 at 5:00 P.M.**

**CITY OF INDUSTRY  
PROJECT NO. 453**

**AMAR ROAD STREETLIGHT INSTALLATION FROM AILERON AVENUE TO ECHELON  
AVENUE**

CONTRACT NO. CITY-1453

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 **October 10, 2019**

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Julie Gutierrez-Robles, City Clerk

**EXHIBIT B**

Engineer's Estimate

[Attached]

ESTIMATE FOR:

**CITY OF INDUSTRY**

**PROJECT NO. 453**

AMAR ROAD STREETLIGHT INSTALLATION FROM AILERON AVENUE TO  
ECHELON AVENUE

CONTRACT NO. CITY-1453

ENGINEER'S ESTIMATE  
\$239,740.00

**EXHIBIT C**

Section A – Pages A-1 through A-8

[Attached]

SECTION A

**CITY OF INDUSTRY  
PROJECT NO. 453**

AMAR ROAD STREETLIGHT INSTALLATION FROM AILERON AVENUE TO  
ECHELON AVENUE

CONTRACT NO. CITY-1453

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **10:00 A.M.** on **November 21, 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 and C-10 – Electrical Contractor** 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: Install new underground streetlight system on south side of Amar Road from Aileron Avenue to Echelon Avenue. Scope of work includes conduits, pull boxes, foundations, poles, wires, service pedestal, luminaries, fuses and other related work for completion functional streetlight system.

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 **Wednesday, November 13, 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: CITY-1453 - AMAR ROAD STREETLIGHT INSTALLATION FROM AILERON AVENUE TO ECHELON AVENUE, 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.

**Builder's Risk Insurance.** Upon commencement of construction and with approval of City, Contractor shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the City has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and City, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to the City. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the City. The City will act as a fiduciary for all other interests in the Project.

A Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean

marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. Such insurance shall be on a form acceptable to the City to ensure adequacy of terms and sublimits and shall be submitted to the City prior to commencement of construction.

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 **October 10, 2019**.

\_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

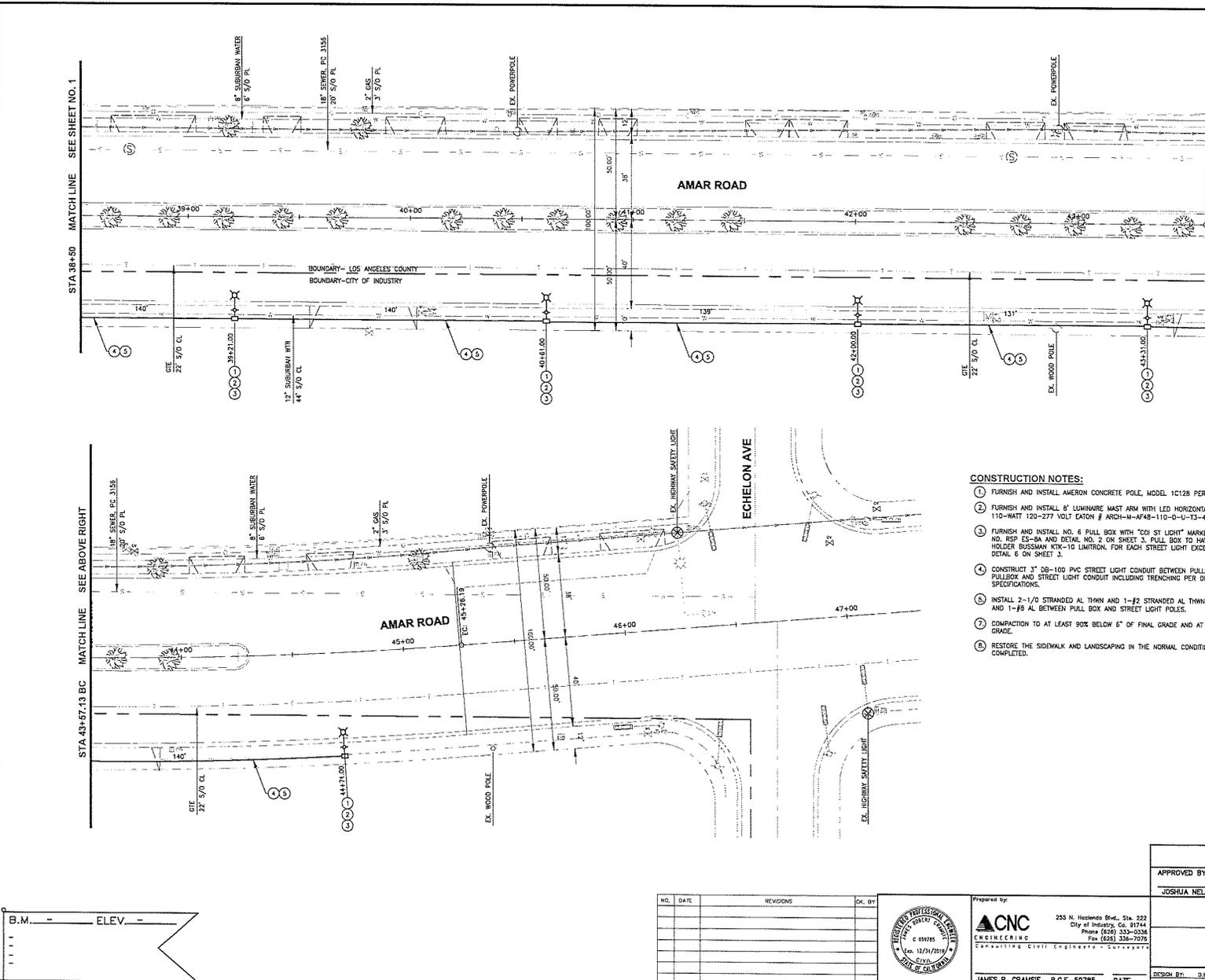
**EXHIBIT D**

Reduced Set of Project Plans

[Attached]



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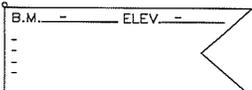
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MATCH LINE - SEE SHEET NO. 1

MATCH LINE - SEE ABOVE RIGHT

**CONSTRUCTION NOTES:**

- 1 FURNISH AND INSTALL AMERON CONCRETE POLE, MODEL 1C128 PER DETAIL NO. 1 ON SHEET 3.
- 2 FURNISH AND INSTALL 8' LUMINAIRE MAST ARM WITH LED HORIZONTAL TENON MOUNT TYPE-III 4000K 110-WATT 120-277 VOLT EATON # ARCH-M-AP48-110-0-U-13-4N7-10MSP-AP WITH PHOTOCELLS.
- 3 FURNISH AND INSTALL NO. 6 PULL BOX WITH "COI ST LIGHT" MARKED ON COVER PER CALTRANS STD PLAN NO. RSP ES-BA AND DETAIL NO. 2 ON SHEET 3. PULL BOX TO HAVE 10-AMP IN-LINE FUSE IN FUSE HOLDER BUSBAR KIT-10 LIMITRON FOR EACH STREET LIGHT EXCEPT FIRST PULLBOX AFTER PEDESTAL. SEE DETAIL 6 ON SHEET 3.
- 4 CONSTRUCT 3" DB-100 PVC STREET LIGHT CONDUIT BETWEEN PULLBOXES AND 1" DB-100 BETWEEN EACH PULLBOX AND STREET LIGHT CONDUIT INCLUDING TRENCHING PER DETAIL 1 ON SHEET 3 AND IPUC SPECIFICATIONS.
- 5 INSTALL 2-1/0 STRANDED AL THIN AND 1-#2 STRANDED AL THIN WIRE IN CONDUIT BETWEEN PULLBOXES AND 1-#8 AL BETWEEN PULL BOX AND STREET LIGHT POLES.
- 6 COMPACTION TO AT LEAST 90% BELOW 6" OF FINAL GRADE AND AT LEAST 95% ON UPPER 6" OF FINAL GRADE.
- 7 RESTORE THE SIDEWALK AND LANDSCAPING IN THE NORMAL CONDITION AFTER THE CONSTRUCTION IS COMPLETED.

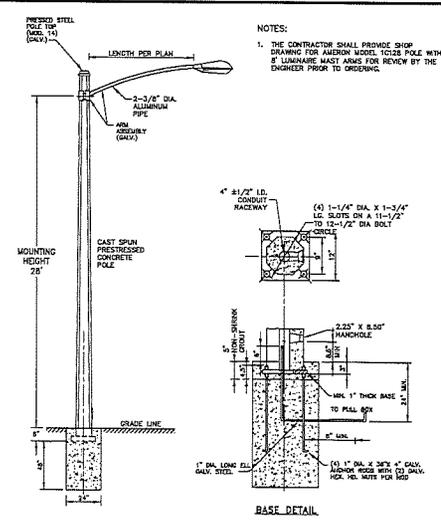


NO.	DATE	REVISIONS	OK BY

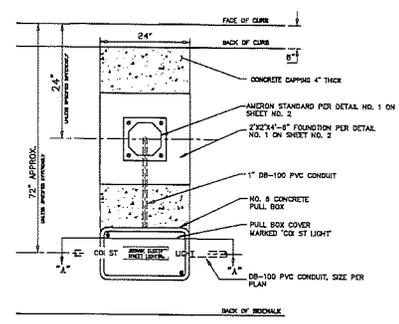


Prepared by:  
**CNC**  
 ENGINEERING  
 CONSULTING CIVIL ENGINEERS - CONTRACTORS  
 255 N. Normandie Blvd., Ste. 222  
 City of Industry, Ca. 91744  
 Phone (626) 333-0236  
 Fax (626) 336-7979

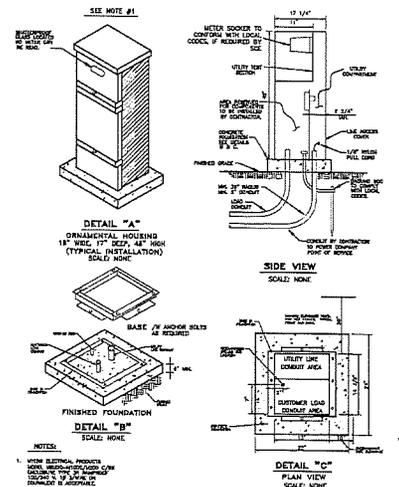
<b>CITY OF INDUSTRY</b>	
APPROVED BY:	DATE
JOSHUA NELSON, PE CITY ENGINEER	
<b>AMAR ROAD</b>	
<b>STREET LIGHTING PLAN</b>	
STA 38+50.00 TO STA 46+00.00	
DESIGN BY: J.R.	CHECKED BY: J.C.
DRAWN BY: E.C.	DATE: SEPT 2019
JAMES R. CRAMSE, R.C.E. 59785	DATE
JOB NO. MP 99-31#16 CONTRACT NO.: C-XXXX	
SHT. 2 OF 3	



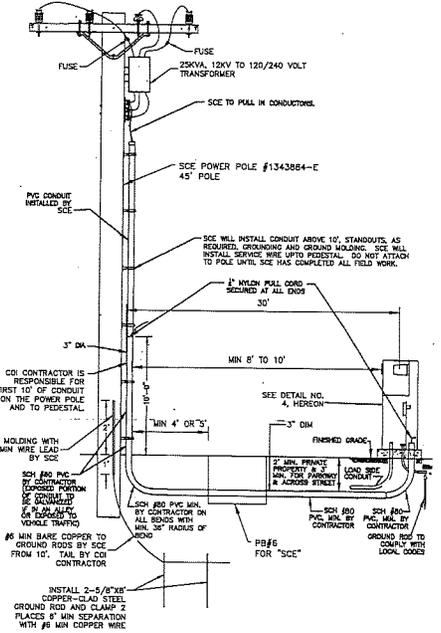
1 TYPICAL AMERON STANDARD DETAILS  
SCALE: N.T.S.



2 ST. LIGHT PULLBOX INSTALLATION DETAILS  
SCALE: N.T.S.



4 TYPICAL SERVICE PEDESTAL DETAIL  
SCALE: N.T.S.

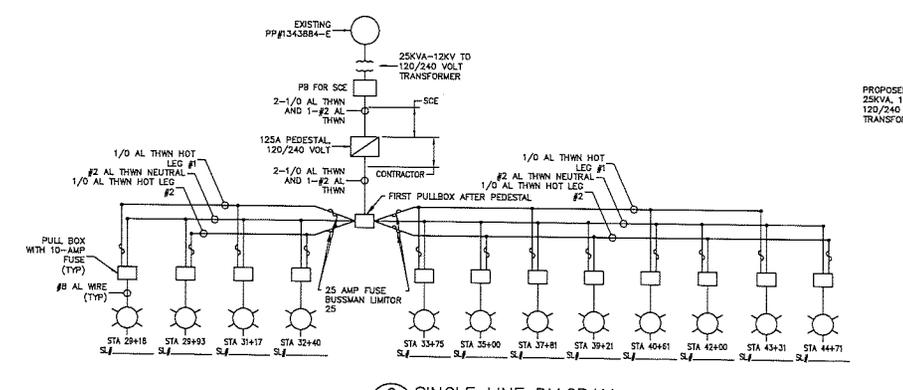
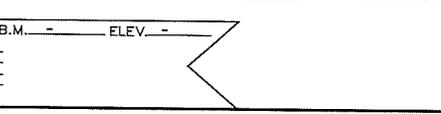


3 SERVICE CONNECTION DETAIL  
SCALE: N.T.S.

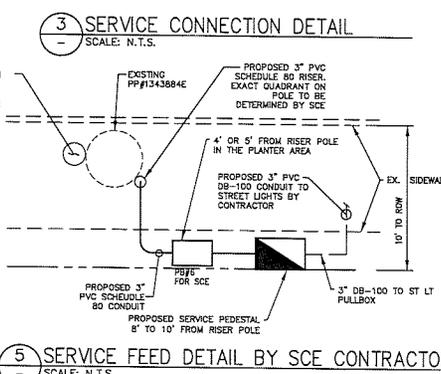
GENERAL NOTES FOR STREET LIGHTING LAYOUT:

- THIS STREET LIGHTING LAYOUT EXPRESSES TWO YEARS AFTER THE LATEST DATE OF APPROVAL.
- THE LOCATION OF A STREET LIGHT MAY BE ADJUSTED UP TO 10 FEET ONLY TO AVOID AN OBSTRUCTION SUCH AS A CATCH BASIN, DRIVEWAY, ETC. ANY DEVIATION EXCEEDING 10 FEET MUST HAVE THE APPROVAL OF THE IFC.
- A REVISED STREET LIGHTING LAYOUT SHALL BE SUBMITTED FOR ANY CHANGES IN THE MAP, SUCH AS STREET ALIGNMENT, LOT OR PARCEL SIZES, DRIVEWAYS, ETC.
- THE STREET LIGHT POLES SHALL BE AMERON TYPE 1-C1 SERIES.
- ALL STREET LIGHT WIRING SHALL BE UNDERGROUND.
- IN ORDER FOR THE IFC TO ASSUME THE OPERATION AND MAINTENANCE FOR THE LIGHTING SYSTEM ON ANY PUBLIC AND FUTURE STREET, THE STREET SHALL BE OPEN TO THE GENERAL PUBLIC AT ALL TIMES.
- ALL LIGHTS SHOWN ON THIS LAYOUT SHALL BE ENERGIZED PRIOR TO ACCEPTANCE OF THE LIGHTING SYSTEM BY IFC.
- FIVE-FOOT CLEARANCE TO BE MAINTAINED FROM FIRE HYDRANT.
- FOUR-FOOT CLEARANCE TO BE MAINTAINED FROM TOP OF SLOPE AT COMMERCIAL DRIVEWAY, AND 2 FOOT CLEARANCE FROM RESIDENTIAL DRIVEWAY.
- STANDARDS SHALL BE INSTALLED ON CONCRETE FOUNDATIONS OF 2' X 2' X 4'-0". THE FOUNDATION BEING LEVEL WITH THE TOP OF THE CURB A MINIMUM OF 3" HOLE OUTSIDE FROM THE SPECIFIED DIMENSIONS SHALL BE ALLOWED OTHERWISE FORMS SHALL BE USED IF OVERLAP EXCEEDS 1". ONE 1" DIAMETER LONG RADIAL CONDUIT DIL SHALL BE INSTALLED IN FOUNDATION POINTING TOWARDS THE PULL BOX FOUR CORNERS. ANCHOR RODS AS SUPPLIED BY MANUFACTURER SHALL BE INSTALLED IN EACH FOUNDATION IN ACCORDANCE WITH TEMPLATE PROVIDED BY MANUFACTURER.
- STANDARDS SHALL BE INSTALLED 24" BEHIND FACE OF CURB UNLESS SPECIFIED DIFFERENTLY ON THE DRAWING. THE POLES SHALL BE PLUMB AND VERTICAL. MARKING SHALL BE INSTALLED PROJECTING IN A DIRECTION PERPENDICULAR TO THE CENTERLINE OF THE STREET OR TOWARDS THE CENTER OF THE CURB. THE CURB IN THE PLANTER AREA UNLESS SPECIFIED OTHERWISE ON THE DRAWING. THE PROJECTING CONDUIT DIL FROM THE STREET LIGHT STANDARD FOUNDATION SHALL BE CAPPED TO PREVENT PERMS FROM DURING CURB CURING, CONSTRUCTION AND LAMING OF STREET LIGHT SERVICE CONDUITS SHALL BE COMPLETED AS PART OF CONSTRUCTION OF SECONDARY DUCT SYSTEM.
- STREET LIGHTING CONDUITS BETWEEN PULL BOXES AND SOURCE TO PULL BOX SHALL BE 3" PVC DB-100 CONDUIT INSTALLED 24" BELOW GRADE AND APPROX 2" FROM THE FACE OF THE CURB IN THE PLANTER AREA UNLESS SPECIFIED OTHERWISE ON THE DRAWING. THE PROJECTING CONDUIT DIL FROM THE STREET LIGHT STANDARD FOUNDATION SHALL BE CAPPED TO PREVENT PERMS FROM DURING CURB CURING, CONSTRUCTION AND LAMING OF STREET LIGHT SERVICE CONDUITS SHALL BE COMPLETED AS PART OF CONSTRUCTION OF SECONDARY DUCT SYSTEM.
- STREET LIGHTING CONDUIT SHALL BE 1" PVC DB-100 CONDUIT BETWEEN PULL BOXES AND STANDARDS.
- LAMINARIES SHALL BE 115-WATT W/OUT BATTING (LED) WIRED FOR 120 VOLTS AND EQUIPPED WITH PHOTO-ELECTRIC REDUCIBLE AND PHOTOCELL COVER # 4034-H-108-110-34-15-WAY-1000-UP WITH PHOTOCELL.
- EACH LAMINAIRE SHALL BE CONTROLLED BY A 100-WATT PHOTOCELL. THE STREET LIGHT CONDUITS BETWEEN PULL BOXES SHALL BE 1/2" STAINLESS AL AND ONE #2 STAINLESS AL 800-VOLT THIN OR THIN UNLESS SPECIFIED OTHERWISE ON THE DRAWING. SUFFICIENT CONDUCTORS SHALL BE INSTALLED TO PROMOTE CONDUITS TO BE DRAWN 1/2" OUT OF PULL BOX. THE ELECTRICAL SOURCE CONDUCTORS FROM RISER POLE TO SERVICE PEDESTAL, WILL BE SIZED AND INSTALLED BY SCE OR ITS CONTRACTOR.
- STREET LIGHT CIRCUITS BEYOND THE SOURCE POINT TO BE WIRED COMPLETE BY CONTRACTOR.
- CONDUCTORS SHALL BE SPLICED BY USE OF C-SHAPED COMPRESSION CONNECTORS OR PROPER SIZE OF SPLIT BOLT CONNECTORS.
- THE CONCRETE MAY CONSIST OF THE FOLLOWING BATCH WEIGHTS PER CUBIC YARD OF CONCRETE:

FOUNDATION	CAPPING	
	CEMENT SACKS (8 SACKS)	CEMENT SACKS (5 1/2 SACKS)
MAX #500C2300 OR EQUIV 2011-11 STD SPEC FOR PUBLIC WORKS CONST.	580 LBS	517 LBS
	5/8" AGGREGATE	3/8" AGGREGATE
	889 LBS	1,451 LBS
	WASHED SAND	1,426 LBS
	2,075 LBS	35.75 GAL
	WATER	35.75 GAL



6 SINGLE LINE DIAGRAM  
SCALE: N.T.S.



5 SERVICE FEED DETAIL BY SCE CONTRACTOR  
SCALE: N.T.S.

CITY OF INDUSTRY

APPROVED BY: JOSHUA NELSON, PE CITY ENGINEER DATE: \_\_\_\_\_

AMAR ROAD

STREET LIGHTING PLAN  
DETAILS AND DIAGRAM

DESIGN BY: J.R.C. CHECKED BY: J.C. JOB NO. MP 99-31#16 SHT. 3 OF 3  
DRAWN BY: L.C. DATE: SEPT 2018 CONTRACT NO.: C-300X

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

CNC ENGINEERING CONSULTING CIVIL ENGINEERS

255 N. Hacienda Blvd., Sta. 222  
City of Industry, Ca. 91744  
Phone (626) 333-0334 Fax (626) 336-7078

City of Industry  
CITY ENGINEER

City of Industry  
CITY ENGINEER

*CITY COUNCIL*

ITEM NO. 6.9



# CITY OF INDUSTRY

## MEMORANDUM

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

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

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

**DATE:** October 10, 2019

**SUBJECT:** Consideration of Award of Project No. CIP-STR-19-044-B Annual Slurry Seal FY 18-19 to Doug Martin Contracting Company, Inc. for an amount not to exceed \$179,529.75, and adoption of a Notice of Exemption regarding same

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### **Background:**

On May 23, 2019, the City Council authorized solicitation of public bids for the Annual Slurry Seal FY 18-19 project, for an estimated cost of \$250,000.00. This project was bid to procure a contractor to apply slurry seal to select streets throughout the City, for pavement preservation.

On August 20, 2019, the bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 94 vendors. The bid was viewed by 22 prospective bidders. The appropriate trade journals were notified on August 19, 2019. The bid was advertised on August 22, 2019 and August 29, 2019 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until September 6, 2019 at 5:00 p.m. in the City's Planetbids™ vendor portal.

City staff has determined that this project is subject to review under the California Environmental Quality Act ("CEQA"), however, it falls within the Categorical Exemption, Section 15301 Class 1, minor alteration of existing public facilities. As set forth above, the project involves the slurry seal of existing City streets, and pursuant to Section 15301 of the CEQA Regulations, the repair, maintenance, or minor alteration of existing City streets is exempt, as long as there is no expansion (or only negligible expansion) of the use. Here, Staff is proposing to complete minor maintenance on existing streets by applying the slurry seal, the project does not result in an expansion of the use, as the streets are not being expanded to allow for additional traffic, it's simply routine maintenance work. Based on the foregoing, Staff is recommending that the City Council adopt a Notice of Exemption for the project.

**Discussion:**

The bid process closed on September 17, 2019. Four (4) bids were received from the following entities: Doug Martin Contracting Company, Inc. (“Doug Martin”), Roy Allan Slurry Seal, Inc., Pavement Coatings Company and All American Asphalt. The review of bids has found that Doug Martin has submitted the lowest responsive bid and has the relevant experience, qualifications, and licensing necessary to complete this project. Below is a table of all bidders and their prices, showing that Doug Martin is the lowest bidder.

<b>Bidder</b>	<b>Bid Price</b>
Doug Martin Contracting Company, Inc.	\$179,529.75
Roy Allan Slurry Seal, Inc.	\$183,015.45
Pavement Coatings Company	\$214,766.00
All American Asphalt	\$220,875.00

The Engineer’s Estimate for this project was \$250,000.00. The bid price from Doug Martin was \$179,529.75. A \$10,000.00 contingency has been included with the bid price to account for potential and unforeseen project changes, and a 10% appropriation for contract administration and inspection; total cost of the appropriation will be \$207,482.75.

The following table represents a project summary:

Doug Martin Contracting Company, Inc. (Base Bid)	\$179,529.75
Contingency Allowance	\$10,000.00
Contract Administration/Inspection (10%)	\$17,953.00
<b>Total Sources:</b>	<b>\$207,482.75</b>

**Fiscal Impact:**

In the Fiscal Year 2019/2020 budget, \$350,000 was approved for this project. No appropriations are required at this time (Agreement No. CIP-STR-19-044-B) City Capital Improvements-Streets-Construction Costs (Account No. 120-702-5205).

**Recommendation:**

City staff recommends that the City Council consider the results of the Annual Slurry Seal FY 18-19 bid, adopt the Notice of Exemption and direct Staff to file same as required by law, and award the bid to Doug Martin Contracting Company, Inc.

**Exhibits:**

- A. Bid Results
- B. Bid Schedule Packet (Page A-13 and Pages C-5 through C-9)
- C. Contractor’s State of California and Department of Industrial relations License Detail
- D. Notice of Exemption

**EXHIBIT A**

Bid Results

[Attached]

Bid Results for Project Annual Slurry Seal FY 18-19 (CIP-STR-19-044-B)  
 Issued on 08/20/2019  
 Bid Due on September 17, 2019 11:00 AM (Pacific)

Line Totals (Unit Price \* Quantity)

Item Num	Description	Unit of Measure	Quantity	Doug Martin Contracting Company, Inc. - Unit Price	Doug Martin Contracting Company, Inc. - Total	Roy Allan Slurry Seal, Inc. - Unit Price	Roy Allan Slurry Seal, Inc. - Total	Pavement Coatings Co. - Unit Price	Pavement Coatings Co. - Line Total	All American Asphalt - Unit Price	All American Asphalt - Line Total
1	Mobilization	LS	1	\$9,000.00	\$9,000.00	\$12,100.00	\$12,100.00	\$60,406.00	\$60,406.00	\$40,000.00	\$40,000.00
2	Slurry Seal Surfacing, Type II	TON	425	\$294.55	\$125,183.75	\$279.29	\$118,698.25	\$264.00	\$112,200.00	\$275.00	\$116,875.00
3	Microsurfacing, Type II	TON	120	\$294.55	\$35,346.00	\$351.81	\$42,217.20	\$268.00	\$32,160.00	\$450.00	\$54,000.00
4	Contingency for unforeseen conditions	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
				<b>Subtotal</b>	\$179,529.75		\$183,015.45		\$214,766.00		\$220,875.00
				<b>Total</b>	\$179,529.75		\$183,015.45		\$214,766.00		\$220,875.00

**EXHIBIT B**

Bid Schedule Packet (Page A-13 and Pages C-5 through C-9)

[Attached]

**BID BOND**

AGREEMENT NO. CIP-STR-19-044-B

ANNUAL SLURRY SEAL FY 18-19

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 12th day of September, 2019.

**BIDDER:**

**SURETY:**

Name: Doug Martin Contracting Company, Inc.

Name: Liberty Mutual Insurance Company

Address: 220 E. Foundation Avenue

Address: 790 The City Drive South, Suite 200

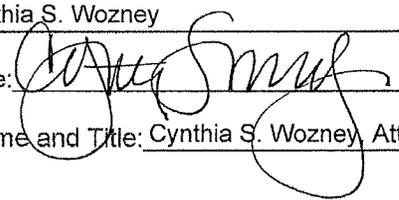
La Habra, CA 90631

Orange, CA 92868

By: Doug Martin

By: Cynthia S. Wozney

Signature: 

Signature: 

Type Name and Title: Doug Martin, President

Type Name and Title: Cynthia S. Wozney, Attorney-in-Fact

**Note:**

- All signatures must be acknowledged before a Notary Public.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On September 16, 2019 before me, Heather Marie Martin, Notary Public,  
(Here insert name and title of the officer)

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

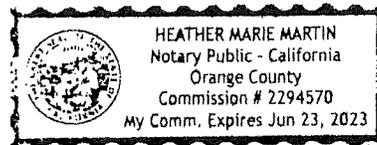
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Heather Marie Martin*

Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

**ACKNOWLEDGMENT**

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

State of California  
County of Orange )

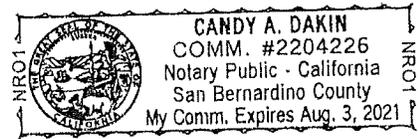
On September 12, 2019 before me, Candy A. Dakin, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Candy A. Dakin (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201226-024087

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Denise Bennett, Paul A. Bland, Candy A. Dakin, John M. Garrett, Edward W. Griffith II, Steven C. Mosier, Cynthia S. Wozney

all of the city of Irvine state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of May, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 8th day of May, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV -- OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII -- Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation -- The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization -- By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12TH day of SEPTEMBER, 2019.



By: Renee C. Llewellyn, Assistant Secretary

**SECTION C  
BID SCHEDULE**

FOR  
CITY OF INDUSTRY  
AGREEMENT NO. CIP-STR-19-044-B  
ANNUAL SLURRY SEAL FY 18-19

PLEASE NOTE THAT UNIT PRICES SHALL ONLY BE ENTERED ONLINE WITHIN THE PLANETBIDS™ SOFTWARE. BID SCHEDULE PAGES C-4 THROUGH C-9 ARE REQUIRED TO BE SUBMITTED AS A PDF UPLOAD VIA PLANETBIDS PER CHECKLIST ON PAGE B-7.

BIDDER: Doug Martin Contracting Company, Inc.

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

**SCHEDULE OF WORK ITEMS**

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
1.	Mobilization	1	LS		
2.	Slurry Seal Surfacing, Type II	425	TON		
3.	Microsurfacing, Type II	120	TON		
4.	Contingency for unforeseen conditions	1	LS	\$10,000.00	
<b>GRAND TOTAL</b>					

I hereby certify that on september 16 2019, Doug Martin  
(Print Name)

examined the site of the proposed work, and the undersigned, fully understands the scope of work and has checked carefully all words and figures inserted in this Bid Schedule.

By:  
Doug Martin Contracting Company, Inc  
CONTRACTOR NAME  
doug@dougmartincontracting.com  
EMAIL ADDRESS  
1000006526 June 30, 2020  
DIR #  
Doug Martin, President  
PRINT NAME  
  
SIGNATURE

**BID RESULTS**

CITY OF INDUSTRY  
AGREEMENT NO. CIP-STR-19-044-B

ANNUAL SLURRY SEAL FY 18-19

**PLEASE NOTE:** This page was intentionally left blank. After the bid has been awarded, it will be replaced with the awardee's Bid Results from PlanetBids™

## BIDDER'S INFORMATION SHEET

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

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

- DM  
(Initials) 1. I will provide securities in lieu of monies to be withheld to ensure performance under the contract as per Section D63, General Provisions.
- (Initials) 2. I will not provide securities in lieu of monies to ensure performance under the contract.

The undersigned, as bidder, declares as follows:

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

IN WITNESS WHEREOF, Bidder executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 16 day of September, 2019.

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

Doug Martin Contracting Company, Inc  
Bidder

220 Foundation Ave.  
Mailing Address

La Habra, CA 90631  
City/State/Zip

(714) 441-0513  
Telephone

(714) 441-0541  
Fax

  
Signature

Doug Martin  
Print Name

President  
Title

714-476-6531 C-12  
License No./Class

March 31, 2021  
Expiration Date

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

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

**AFFIX CORPORATE SEAL**



Doug Martin, President



Dixie Martin, Secretary

**Note:**

- All signatures must be acknowledged before a Notary Public.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On September 16, 2019 before me, Heather Marie Martin, Notary Public,  
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

*Heather Marie Martin*  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

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- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

CITY OF INDUSTRY  
AGREEMENT NO. CIP-STR-19-044-B

ANNUAL SLURRY SEAL FY 18-19

Doug Martin, being first duly sworn, deposes and says that  
Name

he or she is President, of Doug Martin Contracting Company, Inc,  
Title Name of Firm

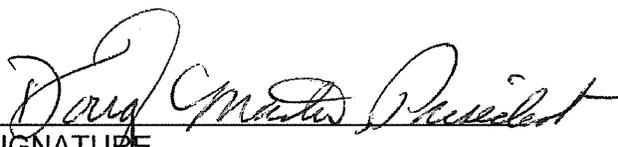
470131 CA-12  
License Number Classification

March 31, 2021  
Expiration Date

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

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

September 13, 2019  
DATE

  
SIGNATURE  
Doug Martin, President

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

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(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

*Heather Marie Martin*  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

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 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

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

**BIDDER'S LIST OF CONSTRUCTION TRADES**

In submitting this bid for the following project:

CITY OF INDUSTRY  
AGREEMENT NO. CIP-STR-19-044-B

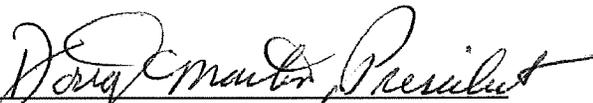
ANNUAL SLURRY SEAL FY 18-19

Doug Martin Contracting Company, Inc certifies that:

Bidder

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

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> ASBESTOS            | <input type="checkbox"/> BOILERMAKER       | <input type="checkbox"/> BRICKLAYERS      | <input type="checkbox"/> CARPENTERS      |
| <input type="checkbox"/> CARPET/LINOLEUM     | <input type="checkbox"/> CEMENT MASONS     | <input type="checkbox"/> DRYWALL FINISHER | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS        | <input type="checkbox"/> ELEVATOR MECHANIC | <input type="checkbox"/> GLAZIERS         | <input type="checkbox"/> IRON WORKERS    |
| <input checked="" type="checkbox"/> LABORERS | <input type="checkbox"/> MILLWRIGHTS       | <input type="checkbox"/> OPERATING ENG    | <input type="checkbox"/> PAINTERS        |
| <input type="checkbox"/> PILE DRIVERS        | <input type="checkbox"/> PIPE TRADES       | <input type="checkbox"/> PLASTERERS       | <input type="checkbox"/> ROOFERS         |
| <input type="checkbox"/> SHEET METAL         | <input type="checkbox"/> SOUND/COMM        | <input type="checkbox"/> SURVEYORS        | <input type="checkbox"/> TEAMSTER        |
| <input type="checkbox"/> TILE WORKERS        |  |   |  |

  
Signature of Authorized  
Representative of Bidder  
Doug Martin, President

**NON-COLLUSION DECLARATION**

CITY OF INDUSTRY  
AGREEMENT NO. CIP-STR-19-044-B

ANNUAL SLURRY SEAL FY 18-19

CONTRACTOR:

Doug Martin Contracting Company, Inc.  
\_\_\_\_\_

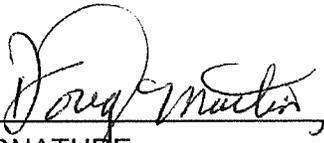
BUSINESS ADDRESS:

220 Foundation Ave.,  
La Habra, CA 90631  
\_\_\_\_\_

In submitting this bid for the project:

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

I do hereby certify under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct. Executed at La Habra  
California, this 16 day of September, 20  .

  
\_\_\_\_\_  
SIGNATURE

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On September 16, 2019 before me, Heather Marie Martin, Notary Public,  
(Here insert name and title of the officer)

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

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WITNESS my hand and official seal.

*Heather Marie Martin*

Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

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Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

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 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

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

Bid Results for Project Annual Slurry Seal FY 18-19 (CIP-STR-19-044-B)

Issued on 08/20/2019

Bid Due on September 17, 2019 11:00 AM (Pacific)

Exported on 09/26/2019

Line Totals (Unit Price \* Quantity)

<b>Item Num</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Doug Martin Contracting Company, Inc. - Unit Price</b>	<b>Doug Martin Contracting Company, Inc. - Line Total</b>
1	Mobilization	LS	1	\$9,000.00	\$9,000.00
2	Slurry Seal Surfacing, Type II	TON	425	\$294.55	\$125,183.75
3	Microsurfacing, Type II	TON	120	\$294.55	\$35,346.00
4	Contingency for unforeseen conditions	LS	1	\$10,000.00	\$10,000.00
				<b>Subtotal</b>	<b>\$179,529.75</b>
				<b>Total</b>	<b>\$179,529.75</b>

**EXHIBIT C**

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

[Attached]



DEPARTMENT OF CONSUMER AFFAIRS  
**CONTRACTORS**  
STATE LICENSE BOARD



[Consumers](#)



[Licensees](#)



[Applicants](#)



[Online Services](#)



[Media](#)



[Resources](#)



**CONTRACTORS STATE LICENSE BOARD**



## Contractor's License Detail for License # 470131

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

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

Data current as of 9/26/2019 3:52:34 PM

### Business Information

DOUG MARTIN CONTRACTING COMPANY INC  
220 E FOUNDATION AVE  
LA HABRA, CA 90631  
Business Phone Number:(714) 441-0513

**Entity** Corporation  
**Issue Date** 03/01/1985  
**Expire Date** 03/31/2021

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

C12 - EARTHWORK AND PAVING

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with SAFECO INSURANCE COMPANY OF AMERICA.

**Bond Number:** 5079148

**Bond Amount:** \$15,000

**Effective Date:** 01/01/2016

[Contractor's Bond History](#)

#### Bond of Qualifying Individual

The qualifying individual DOUGLAS FREDERICK MARTIN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

**Effective Date:** 03/01/1985

### Workers' Compensation

This license has workers compensation insurance with THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

**Policy Number:** CUP0L24300819

**Effective Date:** 04/01/2019

**Expire Date:** 04/01/2020

Workers' Compensation History

### Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

[Back to Top](#)

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[Privacy Policy](#)

[Accessibility](#)

[Accessibility Certification](#)

Copyright © 2019 State of California

Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status	Mailing Address	DBA Name	Craft Name
1000006526		7/1/2019	6/30/2020	Active	220 E. FOUNDATION AVE. LA HABRA United States of America 90631		Laborer

**EXHIBIT D**

Notice of Exemption

[Attached]

## NOTICE OF EXEMPTION

**To:** County Clerk  
County of Los Angeles  
Environmental Filings  
12400 East Imperial Highway #2001  
Norwalk, CA 90650

**From:** City of Industry  
15625 E. Stafford Street, Suite 100  
City of Industry, CA 91744

**Project Title:** CIP-STR-19-044-B – Annual Slurry Seal FY19

**Project Location - Specific:** Various streets Citywide including, Ferrero Parkway, Machlin Court, Phoenix Drive, Rausch Road, Stephens Street, Wilson Way, Kearn Creek Court, Old Ranch Road, Grand Avenue East Ramp, Grand Avenue West Ramp, Cheryl Lane.

**Project Location-City:** City of Industry **Project Location-County:** Los Angeles

**Description of Project:** Applying slurry seal to various streets citywide for pavement preservation.

**Name of Public Agency Approving Project:** City of Industry

**Name of Person or Agency Carrying Out Project:** City of Industry

**Exempt Status:** *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15301 Class 1 (c)
- Statutory Exemptions. *State code number:*

**Reasons why project is exempt:** The proposed project is exempt from the California Environmental Quality Act ("CEQA") per Section 15301 Class 1, exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

The project consists of the maintenance of existing streets by applying slurry seal for pavement preservation increasing the life of the pavement.

### Lead Agency

Contact Person: Joshua Nelson

Telephone: (626) 333-2211

Signature: \_\_\_\_\_

Date: September 23, 2019

Title: City Engineer

*CITY COUNCIL*

ITEM NO. 6.10



# CITY OF INDUSTRY

## MEMORANDUM

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

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

**STAFF:** Joshua Nelson, City Engineer *JN*  
James Cramsie, Project Manager, CNC Engineering *JC*

**DATE:** October 10, 2019

**SUBJECT:** Consideration of Award of Project No. CIP-SD-18-040-B, Citywide Catch Basin Retrofits – Phase 2, to United Storm Water Inc., for an amount not to exceed \$237,460.00, and adoption of a Notice of Exemption regarding same

---

### **Background:**

On June 27, 2019, the City Council authorized solicitation of public bids for Citywide Catch Basin Retrofits – Phase 2, for an estimated cost of \$370,000.00. This project was bid to procure a contractor to retrofit 126 existing catch basins with Connector Pipe Screens (“CPS”) and Automatic Retractable Screens (“ARS”) throughout the City.

On August 16, 2019, the bid was posted in the City’s PlanetBids™ vendor portal, and an email notification was sent to 15 vendors. The bid was viewed by 22 prospective bidders. The appropriate trade journals were notified on August 16, 2019. The bid was advertised on August 20, 2019 and August 27, 2019 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until September 11, 2019 at 5:00 p.m. in the City’s Planetbids™ vendor portal.

City staff has determined that this project is subject to review under the California Environmental Quality Act (“CEQA”), however, it falls within the Categorical Exemption, Section 15301 Class 1, minor alteration of existing public facilities. As set forth above, the project involves the retrofit of existing catch basins, and pursuant to Section 15301 of the CEQA Regulations, the repair, maintenance, or minor alteration of existing public structures or facilities, including gutters and similar facilities is exempt, as long as there is no expansion (or only negligible expansion of the use). Here, the retrofit applies to public catch basins, and the retrofit will not expand the use, the catch basins will continue to operate as intended, allowing stormwater to pass through the CPS and ARS units into the storm drain system. Based on the foregoing, Staff is recommending that the City Council adopt a Notice of Exemption for the project.

**Discussion:**

The bid process closed on September 18, 2019. One (1) bid was received from United Storm Water, Inc. They have performed similar projects for LA County and other jurisdictions, including the City’s Catch Basin Retrofit-Phase 1 project. Staff feels that even though United Stormwater Inc. was the sole bidder, they have the required experience and proven track record with this type of project. Staff’s review of the bid has found that United Storm Water, Inc. submitted a responsive bid and has the relevant experience, qualifications, and licensing necessary to complete this project. Below is a table of United Storm Water’s bid.

<b>Bidder</b>	<b>Bid Price</b>
United Storm Water, Inc.	\$237,460.00

The Engineer’s Estimate for this project was \$370,000.00. The bid price from United Storm Water, Inc. was \$237,460.00. A 10% contingency has been included with the bid price to account for potential and unforeseen project changes, and a 10% appropriation for contract administration and inspection; total cost of the appropriation will be \$284,952.00.

The following table represents a project summary:

United Storm Water, Inc. (Base Bid)	\$237,460.00
Contingency Allowance (10%)	\$23,746.00
Contract Administration/Inspection (10%)	\$23,746.00
<b>Total Sources:</b>	<b>\$284,952.00</b>

**Fiscal Impact:**

In the Fiscal Year 2019/2020 budget, \$900,000 was approved for this project. No appropriations are required at this time (Project No. CIP-SD-18-040-B) City Capital Improvements-Storm Drains-Construction Costs (Account No. 120-703-5205).

**Recommendation:**

City staff recommends that the City Council adopt the Notice of Exemption for the project, and direct Staff to file same as required by law, and award the bid to United Storm Water, Inc. for the Citywide Catch Basin Retrofits – Phase 2 project.

**Exhibits:**

- A. Bid Results
- B. Bid Schedule Packet (Page A-11 and Pages C-4 through C-10)
- C. Contractor’s State of California and Department of Industrial relations License Detail
- D. Notice of Exemption

**EXHIBIT A**

Bid Results

[Attached]

Bid Results for Citywide Catch Basin Retrofits - Phase 2 (CIP-SD-18-040-B)

Issued on 08/16/2019

Bid Due on September 18, 2019 10:00 AM (Pacific)

Line Totals (Unit Price \* Quantity)

Item Num	Description	Unit of Measure	Quantity	United Storm Water, Inc.
1	Mobilization	LS	1	\$5,500.00
2	Cleanout Existing Catch Basins	EA	124	\$124.00
3	Automatic Retractable Screen (ARS), W <=5'	EA	16	\$7,920.00
4	Automatic Retractable Screen (ARS), 5' < W <= 8'	EA	38	\$37,620.00
5	Automatic Retractable Screen (ARS), 8' < W <= 14'	EA	43	\$63,855.00
6	Automatic Retractable Screen (ARS), 14' < W <= 21'	EA	22	\$43,560.00
7	Automatic Retractable Screen (ARS), W > 21'	EA	4	\$9,900.00
8	Photographic Documentation of the Work	LS	1	\$1.00
9	Connector Pipe Screens (CPS)	EA	124	\$48,980.00
10	Repair Catch Basin (Allowance of \$20,000)	AL	1	\$20,000.00
			<b>Subtotal</b>	<b>\$237,460.00</b>
			<b>Total</b>	<b>\$237,460.00</b>

**EXHIBIT B**

Bid Schedule Packet (Page A-11 and Pages C-4 through C-10)

[Attached]

**BID BOND**

PROJECT NO. CIP-SD-18-040-B  
CITYWIDE CATCH BASIN RETROFITS - PHASE 2  
CONTRACT NO. CIP-SD-18-040-B

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this  
13th day of September, 2019.

**BIDDER:**

**SURETY:**

Name: United Storm Water, Inc.

Name: Arch Insurance Company

Address: 14000 E. Valley Blvd.,

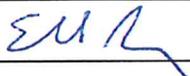
Address: 865 South Figueroa Street, Suite 2700

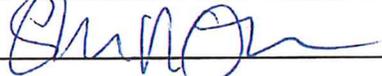
City Of Industry, CA 91746

Los Angeles, CA 90017

By: Eduardo Perry Jr.

By: Shaunna Rozelle Ostrom

Signature: 

Signature: 

Type Name and Title: Eduardo Perry Jr.  
President

Type Name and Title: Shaunna Rozelle Ostrom/Attorney-in-Fact

**Note:**

- All signatures must be acknowledged before a Notary Public.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

## ACKNOWLEDGMENT

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

State of California  
County of Los Angeles )

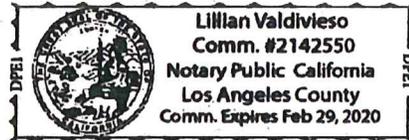
On September 17, 2019 before me, Lillian Valdivieso, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Lillian Valdivieso (Seal)



## ACKNOWLEDGMENT

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

State of California  
County of Orange

On 9/13/2019 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

***This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.***

## POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Frank Morones and Shaunna Rozelle Ostrom of Orange, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3<sup>rd</sup> day of June, 2019.

Attested and Certified

Arch Insurance Company

*Patrick K. Nails*  
Patrick K. Nails, Secretary



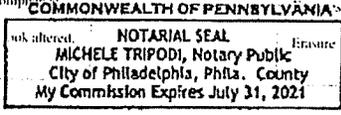
*David M. Finkelstein*  
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS  
The following security features exceed state mandates.

- COUNTY OF PHILADELPHIA SS**
- |                                |   |
|--------------------------------|---|
| Hidden Pantograph              | • The word "VOID" appears when copied.  |
| Coin Reactive Ink              | • Ink changes color when rubbed with a coin.  |
| Artificial Watermark           | • Special paper containing "watermarking".  |
| Uniform Background Color: BLUE | • If someone tries to erase or copy, the consistent background color will look altered and will show the color of the underlying paper. |
| Microprinting                  | • Frame around features list box is composed of type "SECURITYGUARDPLUSMICROPRINTINGFEATURE" and can be viewed with a magnifier.        |
| Erase Protection               | • Erase any of the signatures and the background will look altered.   |

The following security features exceed state mandates.

- |                                |   |
|--------------------------------|---|
| Hidden Pantograph              | • The word "VOID" appears when copied.  |
| Coin Reactive Ink              | • Ink changes color when rubbed with a coin.  |
| Artificial Watermark           | • Special paper containing "watermarking".  |
| Uniform Background Color: BLUE | • If someone tries to erase or copy, the consistent background color will look altered and will show the color of the underlying paper. |
| Microprinting                  | • Frame around features list box is composed of type "SECURITYGUARDPLUSMICROPRINTINGFEATURE" and can be viewed with a magnifier.        |
| Erase Protection               | • Erase any of the signatures and the background will look altered.   |



*Michele Tripodi*  
Michele Tripodi, Notary Public  
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 3, 2019 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 13<sup>th</sup> day of September, 2019.

*Patrick K. Nails*  
Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division

3 Parkway, Suite 1500  
Philadelphia, PA 19102

- The following security features exceed state mandates.
- |                                |   |
|--------------------------------|---|
| Hidden Pantograph              | • The word "VOID" appears when copied.  |
| Coin Reactive Ink              | • Ink changes color when rubbed with a coin.  |
| Artificial Watermark           | • Special paper containing "watermarking".  |
| Uniform Background Color: BLUE | • If someone tries to erase or copy, the consistent background color will look altered and will show the color of the underlying paper. |
| Microprinting                  | • Frame around features list box is composed of type "SECURITYGUARDPLUSMICROPRINTINGFEATURE" and can be viewed with a magnifier.        |
| Erase Protection               | • Erase any of the signatures and the background will look altered.   |



The following security features exceed state mandates.

- |                                |   |
|--------------------------------|---|
| Hidden Pantograph              | • The word "VOID" appears when copied.  |
| Coin Reactive Ink              | • Ink changes color when rubbed with a coin.  |
| Artificial Watermark           | • Special paper containing "watermarking".  |
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| Microprinting                  | • Frame around features list box is composed of type "SECURITYGUARDPLUSMICROPRINTINGFEATURE" and can be viewed with a magnifier.        |
| Erase Protection               | • Erase any of the signatures and the background will look altered.   |

**SECTION C**  
**BID SCHEDULE**  
**FOR**

PLEASE NOTE THAT UNIT PRICES SHALL ONLY BE ENTERED ONLINE WITHIN THE PLANETBIDS™ SOFTWARE. BID SCHEDULE PAGES C-4 THROUGH C-10 ARE REQUIRED TO BE SUBMITTED AS A PDF UPLOAD VIA PLANETBIDS PER CHECKLIST ON PAGE B-7.

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

CITYWIDE CATCH BASIN RETROFITS - PHASE 2

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

BIDDER: United Storm Water, Inc.

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

**SCHEDULE OF WORK ITEMS**

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
1.	Mobilization	1	LS		
2.	Cleanout Existing Catch Basins	124	EA		
3.	Automatic Retractable Screen (ARS), W <= 5'	16	EA		
4.	Automatic Retractable Screen (ARS), 5' < W <= 8'	38	EA		
5.	Automatic Retractable Screen (ARS), 8' < W <= 14'	43	EA		
6.	Automatic Retractable Screen (ARS), 14' < W <= 21'	22	EA		
7.	Automatic Retractable Screen (ARS), W > 21'	4	EA		
8.	Photographic Documentation of the Work	1	LS		
9.	Connector Pipe Screens (CPS)	124	EA		
10.	Repair Catch Basin (Allowance of \$20,000)	1	AL		
				<b>GRAND TOTAL</b>	

I hereby certify that on Sept 11, 2019, Ramon Menjivar  
(Print Name)  
examined the site of the proposed work, and the undersigned, fully understands the scope of  
work and has checked carefully all words and figures inserted in this Bid Schedule.

By:

United Storm Water, Inc.  
CONTRACTOR NAME

lydia@unitedstormwater.com  
EMAIL ADDRESS

1000012438  
DIR #

Eduardo Perry Jr.  
PRINT NAME

  
SIGNATURE

## BIDDER'S INFORMATION SHEET

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

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

- E.P.  
(Initials) 1. I will provide securities in lieu of monies to be withheld to ensure performance under the contract as per Section D63, General Provisions.
- \_\_\_\_\_  
(Initials) 2. I will not provide securities in lieu of monies to ensure performance under the contract.

The undersigned, as bidder, declares as follows:

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

IN WITNESS WHEREOF, Bidder executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 9/17 day of September, 2019.

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

United Storm Water, Inc.  
Bidder

  
Signature

14000 E. Valley Blvd.  
Mailing Address

Eduardo Perry Jr.  
Print Name

Industry, CA 91746  
City/State/Zip

President  
Title

(626) 961-9326  
Telephone

768583 Class A, C21, HAZ, C31, C42, C27  
License No./Class

(626) 434-6994  
Fax

9/30/2021  
Expiration Date

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

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

**AFFIX CORPORATE SEAL**

Eduardo Perry Jr., President

Daniel C. Perry, Vice President

Robert Piña, Secretary/Treasurer

\_\_\_\_\_

**Note:**

- All signatures must be acknowledged before a Notary Public.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

## ACKNOWLEDGMENT

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

State of California  
County of Los Angeles )

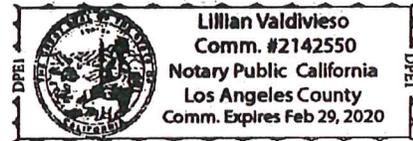
On September 17, 2019 before me, Lillian Valdivieso, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Lillian Valdivieso (Seal)



CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

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

CITYWIDE CATCH BASIN RETROFITS - PHASE 2

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

Eduardo Perry Jr., being first duly sworn, deposes and says that  
Name

he or she is President, of United Storm Water, Inc.,  
Title Name of Firm

768583 License Number A, C21, HAZ, C31, C42, C27 Classification

9/30/2021  
Expiration Date

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

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

9/17/19  
DATE

  
SIGNATURE

**BIDDER'S LIST OF CONSTRUCTION TRADES**

In submitting this bid for the following project:

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

CITYWIDE CATCH BASIN RETROFITS - PHASE 2

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

United Storm Water, Inc. \_\_\_\_\_ certifies that:  
Bidder

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

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> ASBESTOS            | <input type="checkbox"/> BOILERMAKER       | <input type="checkbox"/> BRICKLAYERS      | <input type="checkbox"/> CARPENTERS      |
| <input type="checkbox"/> CARPET/LINOLEUM     | <input type="checkbox"/> CEMENT MASONS     | <input type="checkbox"/> DRYWALL FINISHER | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS        | <input type="checkbox"/> ELEVATOR MECHANIC | <input type="checkbox"/> GLAZIERS         | <input type="checkbox"/> IRON WORKERS    |
| <input checked="" type="checkbox"/> LABORERS | <input type="checkbox"/> MILLWRIGHTS       | <input type="checkbox"/> OPERATING ENG    | <input type="checkbox"/> PAINTERS        |
| <input type="checkbox"/> PILE DRIVERS        | <input type="checkbox"/> PIPE TRADES       | <input type="checkbox"/> PLASTERERS       | <input type="checkbox"/> ROOFERS         |
| <input type="checkbox"/> SHEET METAL         | <input type="checkbox"/> SOUND/COMM        | <input type="checkbox"/> SURVEYORS        | <input type="checkbox"/> TEAMSTER        |
| <input type="checkbox"/> TILE WORKERS        |  |   |  |

  
\_\_\_\_\_  
Signature of Authorized  
Representative of Bidder

NON-COLLUSION DECLARATION

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

CITYWIDE CATCH BASIN RETROFITS - PHASE 2

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

CONTRACTOR:

United Storm Water, Inc.

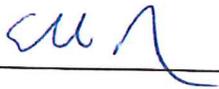
BUSINESS ADDRESS:

14000 E. Valley Blvd.  
Industry, CA 91746

In submitting this bid for the project:

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

I do hereby certify under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct. Executed at Industry  
California, this 17<sup>TH</sup> day of September, 2019.



\_\_\_\_\_  
SIGNATURE

CITY OF INDUSTRY  
15625 E. Stafford Street, Suite 100  
City of Industry, CA 91744

**ADDENDUM NO. 1**  
TO THE CONTRACT DOCUMENTS FOR:

CITY OF INDUSTRY  
CONTRACT NO. CIP-SD-18-040-B

CITYWIDE CATCH BASIN RETROFITS – PHASE 2

September 12, 2019

This Addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of the Addendum on PlanetBids™ per Bidders Information Sheet of the Contract Documents and Specifications. Failure to do so will result in the bid being deemed non-responsive.

**Note:** It is the responsibility of all bidders to notify all subcontractors from whom they request bids and from whom they accept bids of all changes contained in this addendum.

All other terms and conditions remain unchanged.

**ADDENDUM NO. 1 CONTENTS**

- I. SPECIFICATIONS
- II. QUESTIONS AND ANSWERS: PLANETBIDS QUESTIONS AND ANSWERS  
\*\*\*\*\*

<b>I. SPECIFICATIONS</b>
--------------------------

**SECTION E, SPECIAL PROVISIONS, PAGE E-11, ITEM NO. 7, CLEANING OF EXISTING CATCH BASINS**, revise sub letter E to read as follows:

- E. **Debris Disposal.** All trash and debris removed under this Contract shall be disposed of utilizing City of Industry Disposal. There are no exceptions to this. See Section E1.D for more waste hauling requirements. The Contractor is responsible for proper disposal of the trash and debris. The contractor shall contact LA County Animal Care and Control for pickup and disposal of dead animals. However, the Contractor shall be responsible for removing any dead animal from inside a catch basin. The Contractor shall also be responsible for contacting and coordinating with Animal Care and Control; a list of local Animal Care and Control offices may be obtained at <http://animalcare.lacounty.gov/locationByCity.asp>.

Prior to the start of the Work, the Contractor shall identify his/her intended disposal sites and submit to the Engineer per Subsection 2-5.3, "Submittals" (SSPWC). In addition, the Contractor shall furnish to the

Engineer at the end of each week the original or copies of all invoices or billings for the disposal of debris. The Contractor is responsible for reporting to the disposal facility. These invoices must indicate the weights or volume of debris disposed.

Vehicles, dumpsters and other trash collection containers used by the Contractor to stockpile and transport debris to approved dump sites shall be so equipped that spillage does not occur. The contractor shall allow all trash and debris stockpiled to dry completely prior to disposal utilizing City of Industry Disposal. Covering of the load shall be required to prevent the debris from being blown off the transport vehicle. Vehicles and personnel operating these vehicles that do not comply with this requirement may be ordered removed from the Project and shall not be utilized again.

<b>I. QUESTIONS AND ANSWERS: PLANETBIDS QUESTIONS AND ANSWERS</b>
---

1. Q. 1. By what date does all contract work need to be completed?
2. The bid specs provide conflicting information regarding disposal. Page E-11, paragraph E states "All trash and debris removed under this Contract shall be disposed of utilizing City of Industry Disposal. There are no exceptions to this." Contrarily, page E-12, 2nd paragraph states "Vehicles used by the Contractor to transport debris to approved dump sites shall be so equipped that spillage does not occur." Is the Contractor allowed to transport the extracted storm drain waste or must they utilize City of Industry Disposal?
- A. 1. See Section B, Item 2, page B-1 regarding number of working days, including move-in period.
2. See revised "Debris Disposal" in first part of this Addendum.

\* \* \* END OF ADDENDUM NO. 1 \* \* \*

Bid Results for Citywide Catch Basin Retrofits - Phase 2 (CIP-SD-18-040-B)

Issued on 08/16/2019

Bid Due on September 18, 2019 10:00 AM (Pacific)

Line Totals (Unit Price \* Quantity)

Item Num	Description	Unit of Measure	Quantity	United Storm Water, Inc.
1	Mobilization	LS	1	\$5,500.00
2	Cleanout Existing Catch Basins	EA	124	\$124.00
3	Automatic Retractable Screen (ARS), W <=5'	EA	16	\$7,920.00
4	Automatic Retractable Screen (ARS), 5' < W <= 8'	EA	38	\$37,620.00
5	Automatic Retractable Screen (ARS), 8' < W <= 14'	EA	43	\$63,855.00
6	Automatic Retractable Screen (ARS), 14' < W <= 21'	EA	22	\$43,560.00
7	Automatic Retractable Screen (ARS), W > 21'	EA	4	\$9,900.00
8	Photographic Documentation of the Work	LS	1	\$1.00
9	Connector Pipe Screens (CPS)	EA	124	\$48,980.00
10	Repair Catch Basin (Allowance of \$20,000)	AL	1	\$20,000.00
			<b>Subtotal</b>	<b>\$237,460.00</b>
			<b>Total</b>	<b>\$237,460.00</b>

**EXHIBIT C**

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

[Attached]



Home



# CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 768583

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

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

Data current as of 9/27/2019 9:09:50 AM

### Business Information

UNITED STORM WATER INC  
14000 E VALLEY BLVD  
CITY OF INDUSTRY, CA 91746  
Business Phone Number:(626) 961-9326

**Entity** Corporation  
**Issue Date** 09/14/1999  
**Expire Date** 09/30/2021

### License Status

This license is current and active.

All information below should be reviewed.

### Classifications

- ▶ A - GENERAL ENGINEERING CONTRACTOR
- ▶ C21 - BUILDING MOVING, DEMOLITION
- ▶ C31 - CONSTRUCTION ZONE TRAFFIC CONTROL
- ▶ C42 - SANITATION SYSTEM
- ▶ C27 - LANDSCAPING

### Certifications

- ▶ HAZ - HAZARDOUS SUBSTANCES REMOVAL

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with ARCH INSURANCE COMPANY.

**Bond Number:** SU1135733  
**Bond Amount:** \$15,000  
**Effective Date:** 01/01/2016  
Contractor's Bond History

#### Bond of Qualifying Individual

The qualifying individual EDUARDO CARRASCO PERRY JR certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

**Effective Date:** 07/18/2002  
BQI's Bond History

### Workers' Compensation

This license has workers compensation insurance with the GREENWICH INSURANCE COMPANY

**Policy Number:** WEC3001235  
**Effective Date:** 12/31/2018  
**Expire Date:** 12/31/2019  
Workers' Compensation History

▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status	Mailing Address	DBA Name	Craft Name
1000006526		7/1/2019	6/30/2020	Active	220 E. FOUNDATION AVE. LA HABRA United States of America 90631		Laborer

**EXHIBIT D**

Notice of Exemption

[Attached]

## NOTICE OF EXEMPTION

**To:** County Clerk  
County of Los Angeles  
Environmental Filings  
12400 East Imperial Highway #2001  
Norwalk, CA 90650

**From:** City of Industry  
15625 E. Stafford Street, Suite 100  
City of Industry, CA 91744

**Project Title:** Citywide Catch Basin Retrofits – Phase 2 (CIP-SD-18-040-B)

**Project Location - Specific:** Citywide

**Project Location-City:** City of Industry **Project Location-County:** Los Angeles

**Description of Project:** Citywide Catch Basin Retrofits – Phase 2 (CIP-SD-18-040-B) project is to retrofit 126 existing catch basins to add Connector Pipe Screens (“CPS”) and Automatic Retractable Screens (“ARS”) throughout the city.

**Name of Public Agency Approving Project:** Engineering Department, City of Industry

**Name of Person or Agency Carrying Out Project:**

**Exempt Status:** *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15301 Class 1
- Statutory Exemptions. *State code number:*

**Reasons why project is exempt:** The proposed project is exempt from the California Environmental Quality Act (“CEQA”) per Section 15301 Class 1, exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. (1) the existing catch basins intended operation is not being changed; (2) The CPS and ARS units are being added to the catch basin. Based on these findings, the Engineering Department adopts the Notice of Exemption and directs staff to file same as required by law.

### Lead Agency

Contact Person: Joshua Nelson

Telephone: (626) 333-2211

Signature: \_\_\_\_\_

Date: September 23, 2019

Title: City Engineer

*CITY COUNCIL*

ITEM NO. 6.11



# CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

## MEMORANDUM

**To:** Honorable Mayor Moss and Members of the City Council  
**FROM:** Troy Helling, City Manager *TH*  
**DATE:** October 10, 2019  
**SUBJECT:** Consideration to cancel the November 28, 2019 City Council Meeting.

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### BACKGROUND:

The November 28, 2019 regularly scheduled Council Meeting falls on Thanksgiving. Staff recommends canceling the meeting.

### RECOMENDATION:

Staff recommends canceling the November 28, 2019 Regular City Council meeting.

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TH/TH

*CITY COUNCIL*

ITEM NO. 6.12



# CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

## MEMORANDUM

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

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

**DATE:** October 10, 2019

**SUBJECT:** Consideration to Cancel the December 26, 2019 City Council Meeting and to Close City Hall between December 23, 2019 and January 1, 2020.

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### BACKGROUND:

This year Christmas falls on a Wednesday. If approved, City Hall will be closed December 23, 2019 thru January 1, 2020 and will be open again on January 2, 2020. In addition, Both the blue and yellow teams will work on Friday January 3, 2020.

### RECOMENDATION:

Staff recommends canceling the December 26, 2019 Council Meeting and closing City Hall starting December 23, 2019 thru January 1, 2020.

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TH/TH