

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

April 23, 2020
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

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

Addressing the City Council:

NOTICE OF TELEPHONIC MEETING:

- ***Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council shall be held telephonically. Members of the public shall be able to attend the meeting telephonically, and offer public comment by calling the following conference call number: 657-204-3264, and entering the following Conference ID: 208455859#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the IPUC meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, April 21, 2020, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.***

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- ***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.*
 - ***Public Comments (Non-Agenda Items Only):*** *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.*

Americans with Disabilities Act:

- *In compliance with the ADA, if you need special assistance to participate in any meeting (including assisted listening devices), please contact the City Clerk to the City Council (626) 333-2211. Notification of at least 72 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 Government Code Section 54957.5(b), 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 of the City Council 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*

1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comments
5. **CONSENT CALENDAR**

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

5.1 Consideration of the Register of Demands for April 23, 2020

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

5.2 Consideration of a Professional Services Agreement with I.R.C. Technologies, Inc. dba Independent Roofing Consultants, to provide consulting services related to roof restoration and replacement at the City owned Post Office/Sheriff's Youth Activities League building, for an amount not to exceed \$12,495.00 through April 23, 2021

RECOMMENDED ACTION: Approve the Agreement.

5.3 Consideration of a Professional Services Agreement with I.R.C. Technologies, Inc. dba Independent Roofing Consultants, to provide consulting services related to roof restoration and replacement at the City owned Industry Business Council building, for an amount not to exceed \$13,095.00 through April 23, 2021

RECOMMENDED ACTION: Approve the Agreement.

- 5.4 Consideration of a Professional Services Agreement with I.R.C. Technologies, Inc. dba Independent Roofing Consultants, to provide consulting services related to roof restoration and replacement at the City's Public Works Warehouse, for an amount not to exceed \$14,550.00 through April 21, 2021

RECOMMENDED ACTION: Approve the Agreement.

- 5.5 Consideration of a Maintenance Services Agreement with Janus Pest Management, Inc. for pest control services at various City facilities, in an amount not-to-exceed \$120,000.00 through April 23, 2021

RECOMMENDED ACTION: Approve the Agreement.

- 5.6 Consideration of Resolution No. CC 2020-08 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, NAMING THE ARENTH AVENUE RECONSTRUCTION PROJECT AS AN SB 1 PROJECT FOR FISCAL YEAR 2020-2021

RECOMMENDED ACTION: Approve Resolution No. CC 2020-08.

6. **ACTION ITEMS**

- 6.1 Consideration of Resolution No. CC 2020-09 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO MEGAN'S WINGS, INC. IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) FOR PATIENT AID AND GAS ASSISTANCE PROGRAMS

RECOMMENDED ACTION: Adopt Resolution No. CC 2020-09.

- 6.2 Consideration of various resolutions concerning a special recall election
- a. Consideration of a Resolution Accepting the Election Official's Certification of Results of Examination of Signatures on the Recall Petition for Councilmember Abraham Cruz;
 - b. Consideration of a Resolution Calling and Giving Notice of the Holding of an All Mail In Ballot Special Election to be Held on Tuesday, July 21, 2020; and
 - c. Consideration of a Resolution Requesting the Board of Supervisors of the County of Los Angeles to Render Specified Services to the City Relating to the Conduct of a Special Election to be Held on Tuesday, July 21, 2020

RECOMMENDED ACTION: Adopt the resolution accepting the Election's Official's certification of the results of the examination of signatures on the recall petition for Councilmember Abraham Cruz; the resolution calling and giving notice of the holding of an all mail in ballot special election to be held on Tuesday, July 21, 2020; and a resolution requesting the Board of Supervisors of the County of Los Angeles to Render Specified Services to the City Relating to the Conduct of a Special Election to be Held on Tuesday, July 21, 2020.

- 6.3 Presentation and discussion regarding selection of a proposed auditing firm, and consideration of a Professional Services Agreement between the City and White Nelson Diehl Evans, LLP

RECOMMENDED ACTION: Approve the Agreement.

- 6.4 Consideration of a Property Purchase Agreement with Puente Post No. 1944, Veterans of Foreign Wars of the United States, in the amount of \$364,000.00 for right of way acquisition for the property generally located at 16157 Gale Avenue

RECOMMENDED ACTION: Approve the Property Purchase Agreement.

- 6.5 Consideration of Award of Contract No. CITY-1453 Amar Road Streetlight Installation from Aileron Avenue to Echelon Avenue, to Calpromax Engineering, Inc. in the amount of \$166,484.00, and adopt a Notice of Exemption regarding same

RECOMMENDED ACTION: Award the contract to Calpromax Engineering, Inc. in the amount of \$166,484.00, and adopt a Notice of Exemption for the project.

- 6.6 Consideration of authorization to advertise for public bids for Temple Avenue Dual Right Turn to Azusa Avenue Street Modification Improvements for an estimated cost of \$670,000.00 (CITY-1458/MP 11-02)

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

- 6.7 Consideration of authorization to advertise for public bids for Business Parkway Reconstruction from Fairway Drive to Lemon Avenue, for an estimated cost of \$4,200,000.00 (CITY-1459/MP 10-15 #2)

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

7. **CITY MANAGER REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. Adjournment. The next regular City Council Meeting will be Thursday, May 14, 2020 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF APRIL 23, 2020**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,665,500.60
103	PROP A FUND	7,939.08
120	CAPITAL IMPROVEMENT FUND	193,851.23
TOTAL ALL FUNDS		2,867,290.91

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNT	0.00
PROP/A	PROP A - CKING ACCOUNT	7,939.08
REF	REFUSE - CKING ACCOUNT	1,606,153.07
WFBK	WELLS FARGO - CKING ACCOUNT	1,253,198.76
TOTAL ALL BANKS		2,867,290.91

APPROVED PER CITY MANAGER

CITY OF INDUSTRY

PROP A

April 23, 2020

Check	Date				Payee Name	Check Amount
PROPA.CHK - Prop A Checking						
90169	04/23/2020				CITY OF INDUSTRY-REFUSE	\$78.80
	Invoice	Date	Description		Amount	
	3971805	04/01/2020	DISP SVC-METROLINK		\$78.80	
90170	04/23/2020				CNC ENGINEERING	\$3,605.00
	Invoice	Date	Description		Amount	
	500546	04/09/2020	ANNUAL BUS STOP ADA IMPROVEMENTS		\$1,170.00	
	500547	04/09/2020	METROLINK STATION-COMMUTER RAIL STN		\$585.00	
	500548	04/09/2020	FULLERTON RD GRADE SEPARATION		\$1,510.00	
	500549	04/09/2020	FAIRWAY DR GRADE SEPARATION		\$340.00	
90171	04/23/2020				INDUSTRY SECURITY SERVICES	\$4,154.88
	Invoice	Date	Description		Amount	
	14-24572	04/03/2020	SECURITY SVC-METROLINK		\$2,077.44	
	14-24586	04/09/2020	SECURITY SVC-METROLINK		\$2,077.44	
90172	04/23/2020				SO CAL INDUSTRIES	\$100.40
	Invoice	Date	Description		Amount	
	430503	03/24/2020	RR RENTAL-METROLINK		\$100.40	

Checks	Status	Count	Transaction Amount
	Total	4	\$7,939.08

**CITY OF INDUSTRY
WELLS FARGO REFUSE
April 23, 2020**

Check	Date			Payee Name	Check Amount
REFUSE - Refuse Account					
WT272	04/07/2020			CITY OF INDUSTRY DISPOSAL CO.	\$1,571,511.20
	Invoice	Date	Description	Amount	
	3990568	03/31/2020	REFUSE SVC 3/1-3/31/20	\$1,571,511.20	
80148	04/23/2020			SNAK KING	\$34,641.87
	Invoice	Date	Description	Amount	
	2020-00001661	04/15/2020	REFUND CID ACCT#404822 -REFUND DEPOSIT	\$34,641.87	

Checks	Status	Count	Transaction Amount
	Total	2	\$1,606,153.07

CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS
April 23, 2020

Checks	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72393	11/14/2019	04/07/2020	MR PLANT & INTERIOR BOTANICAL	(\$720.00)
	Invoice	Date	Description	Amount
	NOV 12393	11/01/2019	VOIDED CK-CHECK WAS LOST PLANT MAINT-NOV 2019	(\$720.00)
73281	03/26/2020	04/09/2020	TIM MIGUEL	(\$200.00)
	Invoice	Date	Description	Amount
	PPTMH20	03/09/2020	VOIDED CK-EVENT WAS CANCELLED SYCAMORE CYN HIKES ON 4/5/20 & 4/6/20-	(\$200.00)
73342	04/09/2020	04/09/2020	NEW HORIZONS CAREGIVERS	(\$3,034.75)
	Invoice	Date	Description	Amount
	03/23/2020	03/23/2020	VOIDED CK-INCORRECT AMOUNT PROVIDE FOOD SUPPLIES FOR HLPUSD EQUITY &	(\$3,034.75)

Checks	Status	Count	Transaction Amount
	Total	3	(\$3,954.75)

**CITY OF INDUSTRY
WELLS FARGO BANK
April 23, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73381	04/09/2020		NEW HORIZONS CAREGIVERS	\$2,000.00
	Invoice	Date	Description	Amount
	3/23/2020-A	03/23/2020	PROVIDE FOOD SUPPLIES FOR HLPUSD EQUITY &	\$2,000.00
73382	04/23/2020		ANNEALTA GROUP	\$111,854.25
	Invoice	Date	Description	Amount
	1715	04/09/2020	PUBLIC WORKS SUPPORT-MAR 2020	\$4,257.00
	1716	04/09/2020	STORMWATER COMPLIANCE-MAR 2020	\$21,454.00
	1717	04/09/2020	GENERAL DEVELOPMENT SVC-MAR 2020	\$36,010.00
	1718	04/09/2020	GENERAL PLANING SVC-MAR 2020	\$44,741.25
	1719	04/09/2020	111 HUDSON AVE	\$53.50
	1720	04/09/2020	13055 E. TEMPLE	\$802.50
	1721	04/09/2020	13748 VALLEY BLVD	\$809.00
	1722	04/09/2020	1600 AZUSA #285 AND #287	\$150.00
	1723	04/09/2020	17150 GALE AVE	\$1,034.00
	1724	04/09/2020	17427 COLIMA	\$107.00
	1725	04/09/2020	20701 E. CURRIER RD	\$846.00
	1726	04/09/2020	20922 CURRIER RD	\$1,177.00
	1727	04/09/2020	804 S. AZUSA AVE	\$338.00
	1728	04/09/2020	BILLBOARD, 19465 E WALNUT D	\$75.00
73383	04/23/2020		AT & T	\$604.45
	Invoice	Date	Description	Amount
	2020-00001579	03/17/2020	3/17-4/16/20 SVC - TONNER CYN-GUARD SHACK	\$309.63
	2020-00001580	03/17/2020	3/17-4/16/20 SVC - TONNER CYN-RADIO	\$294.82

**CITY OF INDUSTRY
WELLS FARGO BANK
April 23, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73384	04/23/2020		AVANT-GARDE, INC	\$1,680.00
	Invoice	Date	Description	Amount
	6030	04/01/2020	PROJECT MGMT-CITYWIDE BRIDGES	\$1,680.00
73385	04/23/2020		B AND T CATTLE	\$14,580.00
	Invoice	Date	Description	Amount
	112	03/30/2020	MAINT SVC-APR 2020	\$14,580.00
73386	04/23/2020		BCM CUSTOMER SERVICE, INC.	\$2,050.00
	Invoice	Date	Description	Amount
	200726	04/01/2020	A/C REPAIR-EL ENCANTO	\$2,050.00
73387	04/23/2020		BIGGS CARDOSA ASSOCIATES, INC.	\$6,279.27
	Invoice	Date	Description	Amount
	78143	03/05/2020	AZUSA AVE BRIDGE REPAINTING	\$6,279.27
73388	04/23/2020		BLAKE AIR CONDITIONING COMPANY	\$2,930.00
	Invoice	Date	Description	Amount
	14220-001	03/20/2020	REPLACE FAN COIL-CITY HALL (TREASURY)	\$2,930.00
73389	04/23/2020		CAL-STATE SITE SERVICES	\$372.76
	Invoice	Date	Description	Amount
	152803	04/06/2020	PORTABLE RESTROOM RENTAL-EL ENCANTO (COI #11)	\$372.76
	Invoice	Date	Description	Amount
	41902	02/29/2020	NPDES CONSULTING-COI	\$3,430.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 23, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	0041966	03/31/2020	MITIGATED MONITORING-20701 CURRIER RD	\$1,668.50
73391	04/23/2020		CASSO & SPARKS, LLP	\$100,980.56
	Invoice	Date	Description	Amount
	20383	04/08/2020	COI-LEGAL SVC FOR JAN 2020	\$87,338.43
	20384	04/08/2020	SA-LEGAL SVC FOR JAN 2020	\$13,642.13
73392	04/23/2020		CINTAS CORPORATION LOC 693	\$169.74
	Invoice	Date	Description	Amount
	4047253568	04/06/2020	DOOR MATS	\$56.58
	4047814073	04/13/2020	DOOR MATS	\$56.58
	4046669788	03/30/2020	DOOR MATS	\$56.58
73393	04/23/2020		CITY OF INDUSTRY	\$1,958.85
	Invoice	Date	Description	Amount
	2020-00000061	03/31/2020	IH FUEL PUMP-CITY HALL VEHICLES	\$606.58
	2020-00000059	03/31/2020	IH FUEL PUMP-SECURITY VEHICLES	\$1,352.27
73394	04/23/2020		CITY OF INDUSTRY DISPOSAL CO.	\$2,239.52
	Invoice	Date	Description	Amount
	3973208	03/31/2020	DISP SVC-3226 GILMAN RD	\$84.51
	3973209	03/31/2020	DISP SVC-16000 TEMPLE AVE	\$140.85
	3973210	03/31/2020	DISP SVC-14362 PROCTOR AVE	\$84.51
	3973211	03/31/2020	DISP SVC-15710 NELSON AVE	\$28.17
	3973212	03/31/2020	DISP SVC-15702 NELSON AVE	\$28.17
	3673213	03/31/2020	DISP SVC-507 TURNBULL CYN RD	\$56.34

CITY OF INDUSTRY
WELLS FARGO BANK
April 23, 2020

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3973214	03/31/2020	DISP SVC-15730 NELSON AVE	\$28.17
3973215	03/31/2020	DISP SVC-15644 NELSON AVE	\$28.17
3973216	03/31/2020	DISP SVC-15626 NELSON AVE	\$28.17
3973217	03/31/2020	DISP SVC-629 GIANO AVE	\$56.34
3973218	03/31/2020	DISP SVC-754 S 5TH AVE	\$56.34
3973219	03/31/2020	DISP SVC-210 S 9TH AVE	\$56.34
3973220	03/31/2020	DISP SVC-16020 HILL ST	\$28.17
3973221	03/31/2020	DISP SVC-15736 NELSON AVE	\$28.17
3973222	03/31/2020	DISP SVC-15634 NELSON AVE	\$28.17
3973223	03/31/2020	DISP SVC-257 TURNBULL CYN RD	\$42.26
3973224	03/31/2020	DISP SVC-643 GIANO AVE	\$56.34
3973225	03/31/2020	DISP SVC-15151 PROCTOR AVE	\$84.51
3973226	03/31/2020	DISP SVC-15157 WALBROOK DR	\$28.17
3973227	03/31/2020	DISP SVC-16000 HILL ST	\$28.17
3973228	03/31/2020	DISP SVC-16010 HILL ST	\$56.34
3973229	03/31/2020	DISP SVC-16014 HILL ST	\$28.17
3973230	03/31/2020	DISP SVC-16229 HANDORF RD	\$28.17
3973231	03/31/2020	DISP SVC-16242 HANDORD RD	\$56.34
3973232	03/31/2020	DISP SVC-16220 HANDORF RD	\$84.51
3973233	03/31/2020	DISP SVC-16218 HANDORF RD	\$28.17
3973234	03/31/2020	DISP SVC-16217 HANDORF RD	\$56.34
3973235	03/31/2020	DISP SVC-16227 HANDORF RD	\$28.17
3973236	03/31/2020	DISP SVC-16238 HANDORF RD	\$28.17
3973237	03/31/2020	DISP SVC-16224 HANDORF RD	\$28.17
3973238	03/31/2020	DISP SVC-15714 NELSON AVE	\$28.17
3973239	03/31/2020	DISP SVC-15652 NELSON AVE	\$28.17

**CITY OF INDUSTRY
WELLS FARGO BANK
April 23, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
3973240	03/31/2020		DISP SVC-134 TURNBULL CYN RD	\$28.17
3973241	03/31/2020		DISP SVC-14063 PROCTOR AVE	\$84.51
3973242	03/31/2020		DISP SVC-20137 E WALNUT DR	\$28.17
3973243	03/31/2020		DISP SVC-15722 NELSON AVE	\$28.17
3973244	03/31/2020		DISP SVC-17229 CHESTNUT ST	\$84.51
3973245	03/31/2020		DISP SVC-130 TURNBULL CYN RD	\$28.17
3973246	03/31/2020		DISP SVC-132 TURNBULL CYN RD	\$28.17
3973247	03/31/2020		DISP SVC-138 TURNBULL CYN RD	\$28.17
3973248	03/31/2020		DISP SVC-15236 VALLEY BLVD	\$169.02
3973249	03/31/2020		DISP SVC-16200 TEMPLE AVE	\$84.51
3973250	03/31/2020		DISP SVC-14310 PROCTOR AVE	\$84.51
3973251	03/31/2020		DISP SVC-16212 TEMPLE AVE	\$84.51
73395	04/23/2020		CITY OF INDUSTRY-PAYROLL ACCT	\$130,000.00
	Invoice	Date	Description	Amount
	P/R PE 4/3/20	04/06/2020	REPLENISH PAYROLL FOR P/E 4/3/20	\$130,000.00
73396	04/23/2020		CITY OF INDUSTRY-REFUSE	\$9,497.43
	Invoice	Date	Description	Amount
3971955	04/01/2020		DISP SVC-205 HUDSON	\$211.36
3972208	04/01/2020		DISP SVC-CITY BUS STOPS	\$4,796.49
3971747	04/01/2020		DISP SVC/RENTAL-TONNER CYN (MAINT YD)	\$548.00
3971749	04/01/2020		STORAGE BOX RENTAL-TONNER CYN (CAMP	\$300.00
3971748	04/01/2020		DISP SVC-1123 HATCHER AVE	\$379.05
3971746	04/01/2020		DISP SVC-CITY HALL	\$534.85
3930194	03/31/2020		DISP SVC-1123 HATCHER AVE	\$2,727.68

**CITY OF INDUSTRY
WELLS FARGO BANK
April 23, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73397	04/23/2020		CNC ENGINEERING	\$219,517.45
	Invoice	Date	Description	Amount
	500550	04/09/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$27,622.50
	500551	04/09/2020	AVALON ROOM DESIGN	\$14,490.00
	500553	04/09/2020	CITYWIDE ADA SELF EVALUATION	\$780.00
	500554	04/09/2020	SITE PLAN FOR SHERIFF TRAILER	\$780.00
	500556	04/09/2020	CATCH BASIN RETROFITS	\$802.50
	500557	04/09/2020	SEWER DESIGN EXPO CENTER	\$3,885.00
	500558	04/09/2020	FULLERTON RD PCC	\$4,902.50
	500559	04/09/2020	ANNUAL PAVEMENT REHABILITATION	\$5,521.50
	500560	04/09/2020	ANNUAL SLURRY SEAL FY 2019	\$1,270.00
	500561	04/09/2020	RESURFACING OF DON JULIAN RD	\$17,017.50
	500563	04/09/2020	DON JULIAN/BASETDALE WATERLINE	\$80.00
	500564	04/09/2020	GENERAL ENGINEERING-TRAFFIC	\$3,555.00
	500565	04/09/2020	GENERAL ENGINEERING-PLAN APPROVAL	\$13,600.00
	500566	04/09/2020	GENERAL ENGINEERING-COUNTER SERVICE	\$3,800.00
	500567	04/09/2020	GENERAL ENGINEERING-PERMITS	\$29,610.00
	500568	04/09/2020	WALNUT DR SOUTH WIDENING	\$1,470.00
	500569	04/09/2020	ARENTH AVE RECONSTRUCTION	\$1,852.50
	500570	04/09/2020	CITY HALL ROOF RESTORATION	\$3,150.00
	500571	04/09/2020	BUSINESS PKY RECONSTRUCTION	\$3,800.00
	500572	04/09/2020	GENERAL ENGINEERING 3/23-4/5/20	\$67,260.95
	500573	04/09/2020	NPDES STORM WATER	\$3,947.50
	500574	04/09/2020	TONNER CYN PROPERTY	\$1,372.50
	500575	04/09/2020	EXPO CENTER STANDARDS OF FACILITIES MAINT	\$5,147.50

**CITY OF INDUSTRY
WELLS FARGO BANK
April 23, 2020**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
500576	04/09/2020	PAVILION UPGRADES	\$1,220.00
500583	04/09/2020	PAINT EVALUATION OF WROUGHT IRON FENCE	\$2,482.50
500584	04/09/2020	INDUSTRY HILLS FUEL TANKS DISPENSING	\$97.50
73398	04/23/2020	CNC ENGINEERING	\$91,605.00
Invoice	Date	Description	Amount
500555	04/09/2020	EL ENCANTO IMPROVEMENTS	\$510.00
500577	04/09/2020	VARIOUS CITY PAID EXPENSES FOR TRES	\$1,895.00
500578	04/09/2020	CITY HALL MAINT	\$5,947.50
500579	04/09/2020	HOMESTEAD MUSEUM IMPROVEMENTS	\$7,632.50
500580	04/09/2020	EL ENCANTO PRESERVATION	\$750.00
500581	04/09/2020	SAN JOSE AVE RECONSTRUCTION	\$780.00
500582	04/09/2020	TRAFFIC SIGNAL NELSON/SUNSET	\$255.00
500585	04/09/2020	605 FREEWAY AND VALLEY BLVD INTERCHANGE	\$4,135.00
500586	04/09/2020	AZUSA AVE BRIDGE REPAINTING	\$3,015.00
500587	04/09/2020	FISCAL YEAR BUDGET	\$4,465.00
500588	04/09/2020	BUSINESS PKY PCC PAVEMENT	\$6,052.50
500589	04/09/2020	BIXBY DR PCC PAVEMENT	\$1,200.00
500590	04/09/2020	AZUSA AVE/TEMPLE AVE MODIFICATION	\$6,000.00
500591	04/09/2020	FOLLOW'S CAMP PROPERTY	\$300.00
500592	04/09/2020	RESURFACING VALLEY BLVD	\$1,705.00
500593	04/09/2020	VARIOUS ASSIGNMENTS RELATED TO SA	\$535.00
500594	04/09/2020	NELSON AVE/PUENTE AVE WIDENING	\$170.00
500595	04/09/2020	ARENTH AVE RECONSTRUCTION	\$390.00
500596	04/09/2020	ARENTH AVE RECONSTRUCTION	\$195.00
500598	04/09/2020	CARTEGRAPH MGMT	\$24,765.00

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	500599	04/09/2020	HOMESTEAD MUSEUM UPGRADES	\$5,810.00
	500600	04/09/2020	GRAND AVE RECONSTRUCTION	\$6,370.00
	500601	04/09/2020	GENERAL ENGINEERING-HIGHWAY PERFORMANCE	\$965.00
	500602	04/09/2020	GRAND AVÉ BRIDGE WIDENING	\$1,495.00
	500603	04/09/2020	TURNBULL CYN RD GRADE SEPARATION	\$1,267.50
	052020	05/01/2020	MEALS/WHEELS RENT-MAY 2020	\$5,000.00
73399	04/23/2020		CORELOGIC INFORMATION	\$192.50
	Invoice	Date	Description	Amount
	82013532	03/31/2020	GEOGRAPHIC PKG-MAR 2020	\$192.50
73400	04/23/2020		COUNTY OF LA DEPT OF PUBLIC	\$21,741.83
	Invoice	Date	Description	Amount
	PW-20030904579	03/09/2020	TRAFFIC SIGNAL MAINT	\$5,153.05
	PW-20030904580	03/09/2020	TRAFFIC SIGNAL MAINT	\$223.80
	PW-20030904578	03/09/2020	TRAFFIC SIGNAL MAINT	\$16,364.98
73401	04/23/2020		DESIGN WEST ENGINEERING, INC.	\$750.00
	Invoice	Date	Description	Amount
	17813	04/01/2020	EL ENCANTO ISOLATION ROOM-PROJ COVID-19	\$750.00
73402	04/23/2020		DIAMOND BAR ELECTRIC, INC.	\$4,105.33
	Invoice	Date	Description	Amount
	15898	03/30/2020	COURT ROOM BAR TABLE RECEPTACLES	\$4,105.33
73403	04/23/2020		DIRECTV - FOR BUSINESS	\$194.50

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	37312237882	03/31/2020	RECEIVER/RSN FEES	\$194.50
73404	04/23/2020		DOUG MARTIN CONTRACTING CO.,	\$3,371.83
	Invoice	Date	Description	Amount
	#2STR-19-044B	04/01/2020	ANNUAL SLURRY SEAL FY 2018-2019	\$3,549.30
73405	04/23/2020		DOUG MARTIN CONTRACTING CO.,	\$9,124.51
	Invoice	Date	Description	Amount
	#3STR-19-044B-R	04/01/2020	RETENTION FOR ANNUAL ALURRY SEAL FY 18/19	\$9,124.51
73406	04/23/2020		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount
	10774	04/08/2020	PUENTE HILLS AUTO DISPLAY-MAY 2020	\$1,763.00
73407	04/23/2020		ELEVATE PUBLIC AFFAIRS, LLC	\$27,000.00
	Invoice	Date	Description	Amount
	1877	04/06/2020	MEDIA CONSULTING-MAR 2020	\$15,000.00
	1873	03/30/2020	IBC STRATEGIC CONSULTING	\$6,000.00
	1874	03/30/2020	IBC STRATEGIC CONSULTING-FEB 2020	\$6,000.00
73408	04/23/2020		ELIAS EDUARDO	\$30.00
	Invoice	Date	Description	Amount
	2020-00001618	04/13/2020	REFUND - CITATION ID526692	\$30.00
73409	04/23/2020		FIRST AMERICAN DATA TREE, LLC	\$200.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	20088320320	03/31/2020	PROPERTY DATA INFORMATION	\$200.00
73410	04/23/2020		FRAZER, LLP	\$20,575.00
	Invoice	Date	Description	Amount
	165686	03/31/2020	COI-PROF SVC FOR MAR 2020	\$15,105.00
	165688	03/31/2020	SA-PROF SVC FOR MAR 2020	\$5,470.00
73411	04/23/2020		FRONTIER	\$1,123.96
	Invoice	Date	Description	Amount
	2020-00001581	04/02/2020	4/2-5/1/20 SVC - IH GOLF COURSE FUEL PUMP	\$144.99
	2020-00001582	04/02/2020	4/2-5/01/20 SVC - 1015 NOGALES STREET	\$55.83
	2020-00001617	04/01/2020	4/01-4/30/20 SVC - VARIOUS SITES	\$923.14
73412	04/23/2020		FUEL PROS, INC.	\$150.00
	Invoice	Date	Description	Amount
	48723	03/31/2020	INDUSTRY HILLS FUEL STATION MAINT	\$150.00
73413	04/23/2020		GMS ELEVATOR SERVICES, INC	\$145.00
	Invoice	Date	Description	Amount
	101004	04/01/2020	ELEVATOR MAINT-CITY HALL	\$145.00
73414	04/23/2020		GREATER LOS ANGELES AREA	\$5,000.00
	Invoice	Date	Description	Amount
	2019 GALA	03/31/2020	SPONSORSHIP FOR 2019 GALA	\$5,000.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73415	04/23/2020		GUTIERREZ-ROBLES, JULIE	\$783.00
	Invoice	Date	Description	Amount
	WINTER 2020	03/24/2020	REIMBURSEMENT FOR TUITION AT UNIVERSITY OF	\$783.00
73416	04/23/2020		HADDICK'S AUTO BODY	\$543.51
	Invoice	Date	Description	Amount
	048155	04/03/2020	AUTO MAINT-LIC 1166174	\$335.85
	048154	04/03/2020	AUTO MAINT-LIC 1356177	\$207.66
73417	04/23/2020		HOWARD ROOFING COMPANY	\$7,232.00
	Invoice	Date	Description	Amount
	23963	03/31/2020	ROOF REPAIR-EL ENCANTO	\$7,232.00
73418	04/23/2020		IDS GROUP, INC.	\$3,142.34
	Invoice	Date	Description	Amount
	19X002.10-4	03/27/2020	SITE ANALYSIS-EXPO AVALON ROOM	\$1,891.80
	19X002.20-3	03/27/2020	SITE ANALYSIS-EXPO PATIO CAFE	\$1,250.54
73419	04/23/2020		INDUSTRY PUBLIC UTILITIES	\$261.91
	Invoice	Date	Description	Amount
	2020-00001583	04/01/2020	1/17-3/19/20 SVC - VALLEY & 7TH (IRRI)	\$261.91
73420	04/23/2020		INDUSTRY SECURITY SERVICES	\$20,487.48
	Invoice	Date	Description	Amount
	14-24566	04/03/2020	SECURITY SVC-VARIOUS CITY SITES	\$10,094.04
	14-24580	04/10/2020	SECURITY SVC-VARIOUS CITY SITES	\$10,094.04

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	14-24573	04/03/2020	VEHICLE FUEL-TRES HERMANOS	\$299.40
73421	04/23/2020		INDUSTRY SECURITY SERVICES	\$29,223.60
	Invoice	Date	Description	Amount
	14-24562	04/03/2020	SECURITY SVC 3/27-4/2/20	\$14,583.12
	14-24576	04/10/2020	SECURITY SVC 4/3-4/9/20	\$14,640.48
73422	04/23/2020		IRRI-CARE PLUMBING & BACKFLOW	\$160.00
	Invoice	Date	Description	Amount
	10932	03/31/2020	BACKFLOW TESTING-VARIOUS SITES	\$160.00
73423	04/23/2020		JMDiaz, Inc.	\$3,791.90
	Invoice	Date	Description	Amount
	040 (20-050)	03/31/2020	STAFF AUGMENTATION-MAR 2020	\$3,791.90
73424	04/23/2020		KLEINFELDER, INC.	\$12,433.35
	Invoice	Date	Description	Amount
	001278676	04/01/2020	EXPO CENTER PARKING LOT RECONSTRUCTION	\$12,433.35
73425	04/23/2020		KLINE'S PLUMBING, INC.	\$1,380.00
	Invoice	Date	Description	Amount
	11380	04/02/2020	EMERGENCY REPAIR-15559 RAUSCH RD	\$220.00
	11340	02/18/2020	REPAIR SLAB LEAKS-1123 HATCHER AVE	\$1,160.00
73426	04/23/2020		L A COUNTY DEPT OF PUBLIC	\$44,271.51
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	IN200000711	03/26/2020	ACCIDENT-AZUSA AVE @ GALE AVE	\$5,781.40
	IN200000718	03/26/2020	ACCIDENT-NELSON AVE @ ORANGE AVE	\$7,378.43
	IN200000720	03/26/2020	ACCIDENT-GALE AVE @ STONE CREEK RD	\$16,780.71
	IN200000724	03/26/2020	ACCIDENT-STIMSON AVE @ VALLEY BLVD	\$13,696.27
	IN200000725	03/26/2020	ACCIDENT-BREA CYN @ CURRIER RD	\$634.70
73427	04/23/2020		L A COUNTY DEPT OF PUBLIC	\$61,908.31
	Invoice	Date	Description	Amount
	IN200000694	03/23/2020	BLDG & SAFETY-ONE STOP SHOP-JAN 2020	\$61,908.31
73428	04/23/2020		L A COUNTY SHERIFF'S	\$52,833.70
	Invoice	Date	Description	Amount
	203140AL	03/27/2020	HELICOPTER SVC-JAN 2020	\$929.57
	203151AL	04/03/2020	SPECIAL EVENT-DIRECTED PATROL	\$51,904.13
73429	04/23/2020		LOCKS PLUS, INC.	\$91.98
	Invoice	Date	Description	Amount
	24723	03/05/2020	DUPLICATE KEYS-HATCHER	\$91.98
73430	04/23/2020		MERRITT'S ACE HARDWARE	\$4,855.51
	Invoice	Date	Description	Amount
	117263	03/20/2020	SUPPLIES FOR COVID19-EL ENCANTO	\$1,702.36
	117281	03/23/2020	SUPPLIES FOR COVID19-EL ENCANTO	\$3,153.15
73431	04/23/2020		MR PLANT & INTERIOR BOTANICAL	\$1,490.00
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	NOV 12393	11/01/2019	PLANT MAINT-NOV 2019	\$720.00
	MAR 14641	03/01/2020	PLANT MAINT-MAR 2020	\$770.00
73432	04/23/2020		MUNI-ENVIRONMENTAL, LLC	\$27,037.45
	Invoice	Date	Description	Amount
	20-014	03/30/2020	COMMERCIAL WASTE PROGRAM	\$27,037.45
73433	04/23/2020		NINYO & MOORE GEOTECHNICAL	\$25,641.00
	Invoice	Date	Description	Amount
	233443	11/22/2019	GEOTECHNICAL SVC-FULLERTON RD RESURFACING	\$25,641.00
73434	04/23/2020		OUR SAVIOUR CENTER	\$2,000.00
	Invoice	Date	Description	Amount
	COVID-19	04/13/2020	COMMUNITY FOOD PANTRY - REQUEST IN	\$2,000.00
73435	04/23/2020		PACIFIC UTILITY INSTALLATION	\$4,742.00
	Invoice	Date	Description	Amount
	21407	03/31/2020	CITY'S STREETLIGHT SYSTEM	\$1,239.00
	21408	03/31/2020	CITY'S STREETLIGHT SYSTEM	\$3,503.00
73436	04/23/2020		PARS	\$600.00
	Invoice	Date	Description	Amount
	45252	04/10/2020	ARS FEES-FEB 2020	\$300.00
	45336	04/13/2020	REP FEES-FEB 2020	\$300.00
73437	04/23/2020		POOLSUPPLYUNLIMITED	\$5,676.21

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	03545760	04/01/2020	MATERIALS/PARTS-HOMESTEAD POND	\$5,676.21
73438	04/23/2020		PRINCE GLOBAL SOLUTIONS, LLC	\$5,000.00
	Invoice	Date	Description	Amount
	013	04/03/2020	FEDERAL ADVOCACY-MAR 2020	\$5,000.00
73439	04/23/2020		PUENTE HILLS FORD	\$2,966.02
	Invoice	Date	Description	Amount
	171559	03/18/2020	REPAIR 2011 FORD-LIC 1429333	\$2,966.02
73440	04/23/2020		PURCHASE POWER	\$339.99
	Invoice	Date	Description	Amount
	04/05/20	04/05/2020	POSTAGE METER REFILL ON 3/18/20 & 4/3/20	\$339.99
73441	04/23/2020		R.F. DICKSON CO., INC.	\$18,901.65
	Invoice	Date	Description	Amount
	2510204	03/31/2020	STREET & PARKING LOT SWEEPING-MAR 2020	\$18,901.65
73442	04/23/2020		REAL ENVIRONMENTAL PRODUCTS,	\$2,270.95
	Invoice	Date	Description	Amount
	R200303	03/13/2020	VP4 PNEUMATIC PUMP-INDUSTRY HILLS	\$2,270.95
73443	04/23/2020		RICOH USA, INC.	\$770.41
	Invoice	Date	Description	Amount
	5059220724	04/01/2020	METER READING-VARIOUS COPIERS	\$728.54

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	5059177788	03/24/2020	METER READING-ENGINEERING	\$41.87
73444	04/23/2020		ROWLAND WATER DISTRICT	\$3,083.22
	Invoice	Date	Description	Amount
	2020-00001602	03/25/2020	2/13-3/18/20 SVC - AZUSA AVE -CENTER	\$65.75
	2020-00001603	03/25/2020	2/13-3/18/20 SVC - 1023 NOGALES ST - IRR	\$42.58
	2020-00001604	03/25/2020	2/12-3/17/20 SVC - 1123 HATCHER ST STE D	\$78.99
	2020-00001605	03/25/2020	2/12-3/17/20 SVC - 1135 HATCHER AVE	\$45.89
	2020-00001606	03/25/2020	2/12-3/17/20 SVC - 1123 HATCHER ST STE C	\$42.58
	2020-00001607	03/25/2020	2/13-3/18/20 SVC - 1100 S. AZUSA AVE	\$174.17
	2020-00001608	03/25/2020	2/13-3/18/20 SVC - 1015 NOGALES ST - PUMP HOUSE	\$320.99
	2020-00001609	03/25/2020	2/13-3/18/20 SVC - 909 U NOGALES ST - IRR	\$552.32
	2020-00001610	03/25/2020	2/12-3/17/20 SVC - 755 NOGALES AT - RC	\$259.91
	2020-00001611	03/25/2020	2/12-3/17/20 SVC - AZUSA AVE - RC	\$65.46
	2020-00001612	03/25/2020	2/12-3/17/20 SVC - HURLEY ST & VALLEY BLVD	\$484.01
	2020-00001613	03/25/2020	2/12-3/17/20 SVC - 18044 ROWLAND ST	\$85.61
	2020-00001614	03/25/2020	2/12-3/17/20 SVC - 17401 E. VALLEY BLVD	\$350.78
	2020-00001615	03/25/2020	2/12-3/17/20 SVC - 930 S. AZUSA AVE	\$454.22
	2020-00001616	03/25/2020	2/13-3/18/20 SVC - AZUSA AVE	\$59.96
73445	04/23/2020		SAN GABRIEL VALLEY NEWSPAPER	\$801.65
	Invoice	Date	Description	Amount
	0000477619	03/31/2020	MONTHLY ADVERTISING-HOMESTEAD	\$801.65
73446	04/23/2020		SAN GABRIEL VALLEY WATER CO.	\$6,310.66
	Invoice	Date	Description	Amount
	2020-00001586	03/27/2020	2/26-3/26/20 SVC - CROSSROADS PARKWAY SOUTH	\$536.62

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2020-00001587	03/27/2020	2/26-3/26/20 SVC - CROSSROADS PARKWAY STA 103-	\$162.05
	2020-00001588	03/27/2020	2/26-3/26/20 SVC - CROSSROADS PARKWAY SOUTH	\$1,557.62
	2020-00001589	03/27/2020	2/26-3/26/20 SVC - CROSSROADS PARKWAY NORTH	\$234.69
	2020-00001590	03/27/2020	2/26-3/26/20 SVC - CROSSROADS PARKWAY NORTH	\$495.77
	2020-00001591	03/27/2020	2/26-3/26/20 SVC - CROSSROADS PARKWAY STA 111-	\$448.09
	2020-00001592	03/27/2020	2/26-3/26/20 SVC - PELLISSIER	\$294.28
	2020-00001593	03/27/2020	2/26-3/26/20 SVC - PELLISSIER	\$352.75
	2020-00001594	03/27/2020	2/26-3/26/20 SVC - PECK/UNION PACIFIC BRIDGE	\$401.55
	2020-00001595	03/27/2020	2/26-3/26/20 SVC - S/E COR OF PELLISSIER	\$1,275.56
	2020-00001596	03/27/2020	2/26-3/26/20 SVC - PELLISSIER	\$356.72
	2020-00001597	03/27/2020	2/26-3/26/20 SVC - SALT LAKE/SEVENTH AVE IRR	\$194.96
73447	04/23/2020		SCS FIELD SERVICES	\$22,963.86
	Invoice	Date	Description	Amount
	0375695	03/31/2020	INDUSTRY HILLS-LANDFILL GAS SYSTEM	\$22,963.86
73448	04/23/2020		SECURITY OPERATIONS GROUP	\$250.00
	Invoice	Date	Description	Amount
	1306	03/05/2020	LOCKSMITH AT 15339 GALE AVE	\$250.00
73449	04/23/2020		SO CAL INDUSTRIES	\$282.00
	Invoice	Date	Description	Amount
	432098	04/03/2020	RR RENTAL-TONNER CYN/57 FWY	\$91.26
	430688	03/25/2020	RR RENTAL-TONNER CYN/GRAND AVE	\$100.40
	430169	03/23/2020	FENCE RENTAL-INDUSTRY HILLS	\$90.34
73450	04/23/2020		SO CALIFORNIA EDISON COMPANY	\$15,264.62

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Check	Date	Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2020-00001637	04/08/2020	3/6-4/6/20 SVC - VARIOUS SITES	\$42.64
	2020-00001638	04/08/2020	3/5-4/5/20 SVC - 133 N AZUSA AVE	\$153.03
	2020-00001639	04/04/2020	3/4-4/2/20 SVC - 15625 STAFFORD ST	\$3,543.03
	2020-00001640	03/26/2020	2/25-3/25/20 SVC - VARIOUS SITES	\$466.43
	2020-00001641	03/28/2020	2/27-3/27/20 SVC - 137 N. HUDSON AVE	\$361.54
	2020-00001642	03/27/2020	2/25-3/25/20 SVC - VARIOUS SITES	\$914.74
	2020-00001643	03/28/2020	2/27-3/27/20 SVC - 205 N. HUDSON AVE	\$136.52
	2020-00001644	03/25/2020	2/20-3/20/20 SVC - 1015 NOGALES ST	\$536.35
	2020-00001645	03/28/2020	2/27-3/27/20 SVC - 15660 STAFFORD ST	\$1,558.79
	2020-00001646	04/07/2020	3/6-4/6/20 SVC - 1135 HATCHER AVE	\$194.45
	2020-00001647	04/07/2020	3/6-4/6/20 SVC - 1123 HATCHER AVE SUITE A	\$167.73
	2020-00001648	04/02/2020	3/01-4/01/20 SVC - GALE AVE/L STREET	\$38.56
	2020-00001649	04/02/2020	3/1-4/01/20 SVC - NOGALES ST/SAN JOSE AVE	\$467.74
	2020-00001650	04/01/2020	3/01-4/01/20 SVC - VARIOUS SITES	\$99.47
	2020-00001651	04/01/2020	3/01-4/01/20 SVC - 1 VALLEY/AZUSA	\$17.19
	2020-00001652	03/26/2020	6/17-3/17/20 SVC - VARIOUS SITES	\$6,566.41
73451	04/23/2020		SO CALIFORNIA EDISON COMPANY	\$3,765.41
	Invoice	Date	Description	Amount
	7590295641	04/09/2020	LINE EXTENSION ON AMAR RD-STREETLIGHT FROM	\$3,765.41
73452	04/23/2020		SO CALIFORNIA EDISON COMPANY	\$415.56
	Invoice	Date	Description	Amount
	7590295639	04/09/2020	STREETLIGHT INSTALLATION ON AMAR ROAD	\$415.56

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73453	04/23/2020		SOCALGAS	\$1,286.70
	Invoice	Date	Description	Amount
	2020-00001598	04/03/2020	3/3-4/01/20 SVC - 1 INDUSTRY HILLS PKWY	\$14.30
	2020-00001599	04/01/2020	2/28-3/30/20 SVC - 1015 NOGALES ST STE 101 GAS	\$15.98
	2020-00001600	04/01/2020	2/28-3/30/20 SVC - 710 NOGALES ST	\$17.45
	2020-00001601	03/25/2020	2/21-3/23/20 SVC - 15415 DON JULIAN	\$168.89
	2020-00001619	04/07/2020	3/5-4/3/20 SVC - 15625 STAFFORD ST APT B	\$786.79
	2020-00001620	04/07/2020	3/5-4/3/20 SVC - 15625 STAFFORD ST APT A	\$283.29
73454	04/23/2020		SPARKLETTS	\$29.95
	Invoice	Date	Description	Amount
	16916898 041020	04/10/2020	WATER DELIVERY	\$29.95
73455	04/23/2020		SQUARE ROOT GOLF & LANDSCAPE,	\$460.66
	Invoice	Date	Description	Amount
	1481H-2	03/27/2020	SIGN REPAIR & INSTALLATION	\$460.66
73456	04/23/2020		STEINKE ELECTRIC, KIRK	\$8,857.00
	Invoice	Date	Description	Amount
	277	03/25/2020	LED FLOOD LIGHTS-HOMESTEAD	\$3,075.00
	278	03/25/2020	BOLLARD STEPLIGHTS-HOMESTEAD	\$5,782.00
73457	04/23/2020		SUBURBAN WATER SYSTEMS	\$669.40
	Invoice	Date	Description	Amount
	2020-00001584	03/26/2020	2/26-3/25/20 SVC - AZUSA & GEMINI	\$373.72
	2020-00001585	04/02/2020	3/4-4/02/20 SVC - NE CNR VALLEY/STIMS	\$295.68

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73458	04/23/2020		SUPERIOR COURT OF CALIFORNIA,	\$8,632.50
	Invoice	Date	Description	Amount
	MARCH 2020	04/09/2020	PARKING CITATIONS REPORT-MARCH 2020	\$8,632.50
73459	04/23/2020		TEMP AIR SYSTEM INC.	\$3,500.00
	Invoice	Date	Description	Amount
	600233	04/03/2020	FABRICATE/INSTALL CENTRIFUGAL UPBLAST ROOD	\$3,500.00
73460	04/23/2020		THE TECHNOLOGY DEPOT	\$6,486.40
	Invoice	Date	Description	Amount
	13212	03/27/2020	NETWORK MAINT-TICKET #17233	\$123.75
	13214	03/30/2020	NETWORK MAINT-TICKET #17187	\$82.50
	13215	03/30/2020	NETWORK MAINT-TICKET #17232	\$41.25
	13220	03/30/2020	NETWORK MAINT-TICKET #17267	\$660.00
	13221	03/30/2020	NETWORK MAINT-TICKET #17280	\$41.25
	13222	03/30/2020	NETWORK MAINT-TICKET #17283	\$41.25
	13228	03/31/2020	NETWORK MAINT-TICKET #16814	\$330.00
	13238	03/31/2020	NETWORK MAINT-TICKET #17150	\$82.50
	13241	03/31/2020	NETWORK MAINT-TICKET #17288	\$783.75
	13269	03/31/2020	NETWORK MAINT-TICKET #16344	\$41.25
	13271	03/31/2020	NETWORK MAINT-TICKET #17244	\$165.00
	13273	03/31/2020	NETWORK MAINT-TICKET #17311	\$660.00
	13280	04/02/2020	NETWORK MAINT-TICKET #17286	\$456.25
	13282	04/02/2020	NETWORK MAINT-TICKET #17336	\$1,031.25
	13283	04/03/2020	NETWORK MAINT-TICKET #17346	\$82.50

**CITY OF INDUSTRY
WELLS FARGO BANK
April 23, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
13288	04/03/2020	NETWORK MAINT-TICKET #17367		\$41.25
13285	04/03/2020	NETWORK MAINT-TICKET #17334		\$41.25
13284	04/03/2020	NETWORK MAINT-TICKET #17344		\$82.50
13289	04/03/2020	NETWORK MAINT-TICKET #17352		\$783.75
13312	04/07/2020	NETWORK MAINT-TICKET #17380		\$262.80
13252	04/03/2020	NETWORK MAINT-SHERIFF'S BLDG		\$290.25
13253	04/03/2020	NETWORK MAINT-MAY 2020		\$362.10
73461	04/23/2020		THE TECHNOLOGY DEPOT	\$3,465.00
Invoice	Date	Description		Amount
13296	04/06/2020	NETWORK MAINT-TICKET #17383		\$41.25
13298	04/06/2020	NETWORK MAINT-TICKET #15245		\$123.75
13303	04/06/2020	NETWORK MAINT-TICKET #17426		\$742.50
13305	04/07/2020	NETWORK MAINT-TICKET #16752		\$206.25
13315	04/07/2020	NETWORK MAINT-TICKET #17445		\$660.00
13321	04/08/2020	NETWORK MAINT-TICKET #17460		\$123.75
13324	04/08/2020	NETWORK MAINT-TICKET #17461		\$660.00
13326	04/09/2020	NETWORK MAINT-TICKET #17485		\$41.25
13332	04/09/2020	NETWORK MAINT-TICKET #17465		\$660.00
13337	04/10/2020	NETWORK MAINT-TICKET #17333		\$41.25
13343	04/10/2020	NETWORK MAINT-TICKET #17515		\$165.00
73462	04/23/2020		TPX COMMUNICATIONS	\$2,878.04
Invoice	Date	Description		Amount
128288488-0	03/31/2020	INTERNET SVC-CITY HALL		\$2,878.04

**CITY OF INDUSTRY
WELLS FARGO BANK
April 23, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73463	04/23/2020		TURBO DATA SYSTEMS, INC	\$749.00
	Invoice	Date	Description	Amount
	32310	03/31/2020	CITATION PROCESSING-FEB/MAR 2020	\$749.00
73464	04/23/2020		UNIVERSITY OF LA VERNE	\$1,827.00
	Invoice	Date	Description	Amount
	WINTER 2020	03/24/2020	TUITION FOR JULIE GUTIERREZ-ROBLES, ID #44026476	\$1,827.00
73465	04/23/2020		VALLEY POWER SYSTEMS, INC.	\$619.00
	Invoice	Date	Description	Amount
	R63472	03/27/2020	GENERATOR INSPECTION-CITY HALL	\$619.00
73466	04/23/2020		VANGUARD CLEANING SYSTEMS,	\$609.84
	Invoice	Date	Description	Amount
	83318	03/02/2020	JANITORIAL SVC-MAR 2020	\$609.84
73467	04/23/2020		VERIZON WIRELESS - LA	\$3,702.00
	Invoice	Date	Description	Amount
	2002-00000001	04/07/2002	2/27-3/26/20 SVC - VARIOUS WIRELESS SVC	\$3,702.00
73468	04/23/2020		WALNUT VALLEY WATER DISTRICT	\$14,078.59
	Invoice	Date	Description	Amount
	3625217	03/11/2020	2/3-2/29/20 SVC - SE GRAND XING PKWY MTR#1	\$1,735.93
	3625218	03/11/2020	2/3-2/29/20 SVC - SE GRAND XING PKWY MTR#2	\$1,087.04
	3625219	03/11/2020	2/3-2/29/20 SVC - SE GRAND XING PKWY #3	\$1,098.26
	3625220	03/11/2020	2/3-2/29/20 SVC - SE GRAND PKWY MTR#4	\$170.74

**CITY OF INDUSTRY
WELLS FARGO BANK
April 23, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	3625221	03/11/2020	2/3-2/29/20 SVC - SE GRAND XING PKWY MTR#5	\$3,748.05
	3625222	03/11/2020	2/3-2/29/20 SVC - MARCELLIN WAY MTR#1	\$3,630.24
	3625223	03/11/2020	2/3-2/29/20 SVC - MARCELLIN WAY MTR#2	\$118.38
	3625224	03/11/2020	2/3-2/29/20 SVC - MARCELLIN WAY MTR#4	\$1,810.73
	3632227	04/07/2020	3/01-3/31/20 SVC - 60 FWY INTERCHANGE @ FAIRWAY	\$69.29
	3632060	04/07/2020	3/01-3/31/20 SVC - 820 FAIRWAY DRIVE	\$62.42
	3632112	04/07/2020	3/01-3/31/20 SVC - LEMON AVE N OF CURRIER	\$68.13
	3632162	04/07/2020	3/01-3/31/20 SVC - FERRERO /GRAND	\$105.43
	3632208	04/07/2020	3/01-3/31/20 SVC - 21350 VALLEY-MEDIAN	\$111.14
	3632224	04/07/2020	3/01-3/31/20 SVC - BREA CYN 100' N OF RR TRKS	\$181.49
	3632225	04/07/2020	3/01-3/31/20 SVC - BREA CYN 60' N OF CURRIER	\$30.02
	3632146	04/07/2020	3/01-3/31/20 SVC - BREA CANYON RD & OLD RANCH	\$51.30
73469	04/23/2020		WALTERS WHOLESALE ELECTRIC	\$2,794.85
	Invoice	Date	Description	Amount
	S115343398.001	03/31/2020	ELECTRICAL SUPPLIES-EXPO PARKING LOT	\$1,192.17
	S115357370.001	04/02/2020	ELECTRICAL SUPPLIES-EXPO CENTER	\$340.39
	S115326115.001	03/27/2020	ELECTRICAL SUPPLIES-EXPO PARKING LOT	\$1,262.29
73470	04/23/2020		WEATHERITE SERVICE	\$1,097.00
	Invoice	Date	Description	Amount
	L186262	03/18/2020	A/C MAINT-HOMESTEAD	\$643.00
	L186198	03/12/2020	A/C MAINT-IBC	\$454.00
73471	04/23/2020		WKE, INC	\$2,552.58
	Invoice	Date	Description	Amount

CITY OF INDUSTRY
WELLS FARGO BANK
April 23, 2020

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
19008.03	04/03/2020	BRIDGE REHABILITATION-VALLEY BLVD	\$2,552.58

Cheks	Status	Count	Transaction Amount
	Total	91	\$1,257,153.51

CITY COUNCIL

ITEM NO. 5.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*
Philip De Jong, Field Operations Manager, CNC Engineering *PDJ*

DATE: April 23, 2020

SUBJECT: Consideration of a Professional Services Agreement with I.R.C. Technologies, Inc. dba Independent Roofing Consultants to provide consulting services related to roof restoration and replacement at the Post Office/Sheriff's Youth Activities League, for an amount not to exceed \$12,495.00 through April 23, 2021

Background:

The roof system at 15559 Rausch Road appears to have exceeded its expected life, with required reoccurring patching and repairs. There is a need for the entire roof system to be evaluated and repaired overall. Staff received a proposal to inspect and provide design criteria, as well as to define the as-built conditions impacting the design and construction of a new roof system.

Discussion:

Independent Roofing Consultants ("IRC") is a construction consulting firm specializing in roofing and waterproofing systems. IRC will provide consulting services for roof restoration/replacement. During their assessment, the flashing and termination requirements for the new roof system will be reviewed to establish the flashings and accessory components required for a complete, new roof system that meets current building code requirements and Title 24 requirements. IRC will develop and provide written specifications and detailed drawings. During the construction phase, IRC will provide full-time inspection services including the final inspection, punch-list verification, the pre-bid conferences and pre-construction meetings.

Fiscal Impact:

The fiscal impact is \$12,495.00 (Account No. 120-706-5120.01). An appropriation of \$12,495.00 is requested from the 2015 Bond Proceeds to City Capital Improvements-Admin, Studies, General, Budget-Professional Services.

Recommendations:

- 1) Approve the Professional Services Agreement with Independent Roofing Consultants, Inc. to provide consulting services related to roof restoration and replacement at the Post Office/Sheriff's Youth Activities League, and;
- 2) Appropriate \$12,495.00 from the 2015 Bond Proceeds to City Capital Improvements-Admin, Studies, General, Budget-Professional Services (Account No. 120-706-5120.01).

Exhibit:

- A. Professional Services Agreement with Independent Roofing Consultants, Inc. dated April 23, 2020
-

TH/JN:jf

EXHIBIT A

Professional Services Agreement with Independent Roofing Consultants, Inc. dated
April 23, 2020

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of April 23, 2020 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and IRC Technologies Inc., dba Independent Roofing Consultants, a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 23, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Twelve Thousand Four Hundred Ninety-Five Dollars (\$12,495.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to

the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

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

With a Copy To: Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Attention: James M. Casso, City Attorney

To Consultant: IRC Technologies, Inc.
2901 Pullman Street
Santa Ana, CA 92705
Attention: Veronica Foster, Vice President

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONSULTANT”
IRC Technologies, Inc.

By: _____
Troy Helling, City Manager

By: _____
Veronica Foster, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall perform the work set forth herein for the following property:
Post Office/Sherriff's Youth Activity League
15559 Rausch Road

PHASE I

SITE INVESTIGATION

Consultant shall perform an on-site roof inspection of the existing roof system. Consultant shall obtain design criteria and define as-built conditions impacting the design and construction of a new roof system. During this inspection, the flashing and termination requirements for the new roof system will be reviewed to establish the required flashings and accessory components required for a complete guaranteeable new roof system meeting current building code requirements and Title 24 requirements.

Also, during the course of this inspection, conditions requiring attention such as mechanical equipment ductwork and ductwork connections to mechanical units will be reviewed and if required restoration of these accessory components will be included in the project scope of work.

ROOF SPECIFICATIONS & DETAIL DRAWINGS

Consultant shall develop written specifications for the above referenced property. These specifications will provide the following information:

- Approved material manufacturers and individual material products to define the quality standards for the roof system construction.
- Quality standards for both workmanship and materials in the construction of the new roof system.
- Contractor insurance requirements.
- Contractor and material manufacturer guarantee requirements.
- Contractor requirements during the project, including submittal information, hours of work, conduct of employees and staging areas.
- Project requirements for construction of sheet metal and lead accessories augmenting the roof system design, inclusive of special project conditions to be included in the contractor's bid.
- Contractor bid submittal requirements.

Consultant shall provide will be computer-generated detail drawings illustrating the construction of the roof membrane as well as all flashings at horizontal-to-vertical terminations, penetrations, and transitions with the written specifications.

PRE-BID CONFERENCE

Consultant shall attend an onsite conference with the bidding contractors to review the specifications and jobsite conditions and address any contractor questions regarding the project specifications for the purpose of achieving the most accurate, complete and competitive bids possible. Following the conference, Independent Roofing Consultants will develop a written report summarizing the conference discussions and any additions, deletions or changes to the project specifications. A copy of this report will be issued to the City and all conference attendees.

Bid Review and Bid Tabulation

Consultant shall review and evaluate submitted contractor bids. A bid tabulation summarizing the contractor bids, in spreadsheet format, will be provided to the City for ease of reference and comparison.

PHASE II

INSPECTION SERVICES

Consultant shall provide the following field observation services at the above referenced project. Guidelines to be utilized in monitoring the new system installation shall include, but are not limited to, Project Specifications, Contractor Bid Submittals and Material Manufacturer Guidelines, depending on the project design standards available.

Pre-Job Conference

Consultant shall conduct an onsite conference with the application contractor and all trades related to the new system installation to:

- Review material submittals.
- Discuss project scheduling.
- Review project site and substrate, if completed at time of Pre-Job Conference.
- Establish lines of communication and dispute resolution.

At the conclusion of the conference, a written report is generated and issued to the City and all parties confirming agreements and identifying pending issues for resolution prior to start of work. Any decisions that affect or alter the existing design criteria must be approved by the Architect of record.

Full-Time Inspections*

Full-Time Inspections provide the project with a continuous daily historical record of the new system installation. Items found not to be in accordance with the project contract documents will be identified and brought to the attention of the roofing contractor's foreman. Items noted for "corrective action" are the responsibility of the Contractor and/or the Subcontractor who remain liable for any items requiring correction.

Final Inspection

When the roofing contractor and subcontractors (including sheet metal, mechanical, etc.) have completed the system installation, Independent Roofing Consultants will conduct a visual final inspection of the roof assembly.

A report will be generated noting items to be completed and/or deficiencies to be corrected with photographs as applicable. The roof system should not be considered complete until all punchlist items have been properly addressed.

Punchlist Verification Inspection (If requested)

Consultant shall conduct an inspection of all roofing punchlist development items to verify the deficiencies have been completed. Final payments and retentions can be released once these corrections are properly made.

EXHIBIT B
RATE SCHEDULE

PHASE I

Site Investigation	\$1,250.00
Roof Specification & Detail Drawings	\$2,500.00
Pre-Bid Conference	\$1,500.00
Bid Review & Bid Tabulation	No Charge
PHASE I TOTAL:	\$5,250.00

PHASE II

Pre-Job Conference	\$1,500.00
Full-Time Inspection* • Estimate 7 days @ \$485.00/day	\$3,395.00
Final Inspection	\$1,400.00
PHASE II TOTAL:	\$6,295.00
Punchlist Verification Inspection (if requested)	\$950.00
PHASE I & II TOTAL:	\$12,495.00

*Full-Time Inspections:

Estimation of Time

The estimation of "days" for Full-Time Continuous Inspections, if provided, are for budgetary purposes only and is based on information available at the time of request. Actual production "days" can vary substantially based on contractor selection, specified system and seasonal considerations.

Overtime Rates: Monday - Friday

For Full-Time Inspections in excess of an 8-hour workday or a 40-hour Monday - Friday workweek, an overtime charge of **\$90.94/hour** will apply to time in excess of this stipulation.

Weekend Rates: Saturday & Sunday

Weekend Rates for Full-Time Continuous Inspections are **\$727.50/day**.

Nationally Recognized Holidays

Full-Time Inspection rates for nationally recognized Holidays are **\$970.00/day**.

Cancellation of Work

If the construction contractor cancels a scheduled workday without sufficient (24-hour) notification to Consultant, then onehalf the daily rate will be charged.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 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, Director of Public Works/City Engineer *JN*
Philip De Jong, Field Operations Manager, CNC Engineering

DATE: April 23, 2020

SUBJECT: Consideration of a Professional Services Agreement with I.R.C. Technologies, Inc. dba Independent Roofing Consultants to provide consulting services related to roof restoration and replacement at the Industry Business Council, for an amount not to exceed \$13,095.00 through April 23, 2021

Background:

The roof system at 15651 Stafford Street appears to have exceeded its expected life, with required reoccurring patching and repairs. There is a need for the entire roof system to be evaluated and repaired overall. Staff received a proposal to inspect and provide design criteria, as well as to define the as-built conditions impacting the design and construction of a new roof system.

Discussion:

Independent Roofing Consultants ("IRC") is a construction consulting firm specializing in roofing and waterproofing systems. IRC will provide consulting services for roof restoration/replacement. During their assessment, the flashing and termination requirements for the new roof system will be reviewed to establish the flashings and accessory components required for a complete, new roof system that meets current building code requirements and Title 24 requirements. IRC will develop and provide written specifications and detailed drawings. During the construction phase, IRC will provide full-time inspection services including the final inspection, punch list verification, the pre-bid conferences and pre-construction meetings.

Fiscal Impact:

The fiscal impact is \$13,095.00 (Account No. 120-706-5120.01). An appropriation of \$13,095.00 is requested from the 2015 Bond Proceeds to City Capital Improvements-Admin, Studies, General, Budget-Professional Services.

Recommendations:

- 1) Approve the Professional Services Agreement with Independent Roofing Consultants, Inc. to provide consulting services related to roof restoration and replacement at the Industry Business Council; and
- 2) Appropriate \$13,095.00 from the 2015 Bond Proceeds to City Capital Improvements-Admin, Studies, General, Budget-Professional Services (Account No. 120-706-5120.01).

Exhibit:

- A. Professional Services Agreement with Independent Roofing Consultants, Inc. dated April 23, 2020
-

TH/JN:jf

EXHIBIT A

Professional Services Agreement with Independent Roofing Consultants, Inc. dated
April 23, 2020

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of April 23, 2020 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and IRC Technologies Inc., dba Independent Roofing Consultants, a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 23, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Thirteen Thousand Ninety-Five dollars (\$13,095.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to

the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

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

With a Copy To: Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Attention: James M. Casso, City Attorney

To Consultant: IRC Technologies, Inc.
2901 Pullman Street
Santa Ana, CA 92705
Attention: Veronica Foster, Vice President

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONSULTANT”
IRC Technologies, Inc.

By: _____
Troy Helling, City Manager

By: _____
Veronica Foster, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall perform the work set forth herein for the following property:
Chamber of Commerce (Industry Business Council)
15651 Stafford Street

PHASE I

SITE INVESTIGATION

Consultant shall perform an on-site roof inspection of the existing roof system. Consultant shall obtain design criteria and define as-built conditions impacting the design and construction of a new roof system. During this inspection, the flashing and termination requirements for the new roof system will be reviewed to establish the required flashings and accessory components required for a complete guaranteeable new roof system meeting current building code requirements and Title 24 requirements.

Also, during the course of this inspection, conditions requiring attention such as mechanical equipment ductwork and ductwork connections to mechanical units will be reviewed and if required restoration of these accessory components will be included in the project scope of work.

ROOF SPECIFICATIONS & DETAIL DRAWINGS

Consultant shall develop written specifications for the above referenced property. These specifications will provide the following information:

- Approved material manufacturers and individual material products to define the quality standards for the roof system construction.
- Quality standards for both workmanship and materials in the construction of the new roof system.
- Contractor insurance requirements.
- Contractor and material manufacturer guarantee requirements.
- Contractor requirements during the project, including submittal information, hours of work, conduct of employees and staging areas.
- Project requirements for construction of sheet metal and lead accessories augmenting the roof system design, inclusive of special project conditions to be included in the contractor's bid.
- Contractor bid submittal requirements.

Consultant shall provide will be computer-generated detail drawings illustrating the construction of the roof membrane as well as all flashings at horizontal-to-vertical terminations, penetrations, and transitions with the written specifications.

PRE-BID CONFERENCE

Consultant shall attend an onsite conference with the bidding contractors to review the specifications and jobsite conditions and address any contractor questions regarding the project specifications for the purpose of achieving the most accurate, complete and competitive bids possible. Following the conference, Independent Roofing Consultants will develop a written report summarizing the conference discussions and any additions, deletions or changes to the project specifications. A copy of this report will be issued to the City and all conference attendees.

Bid Review and Bid Tabulation

Consultant shall review and evaluate submitted contractor bids. A bid tabulation summarizing the contractor bids, in spreadsheet format, will be provided to the City for ease of reference and comparison.

PHASE II

INSPECTION SERVICES

Consultant shall provide the following field observation services at the above referenced project. Guidelines to be utilized in monitoring the new system installation shall include, but are not limited to, Project Specifications, Contractor Bid Submittals and Material Manufacturer Guidelines, depending on the project design standards available.

Pre-Job Conference

Consultant shall conduct an onsite conference with the application contractor and all trades related to the new system installation to:

- Review material submittals.
- Discuss project scheduling.
- Review project site and substrate, if completed at time of Pre-Job Conference.
- Establish lines of communication and dispute resolution.

At the conclusion of the conference, a written report is generated and issued to the City and all parties confirming agreements and identifying pending issues for resolution prior to start of work. Any decisions that affect or alter the existing design criteria must be approved by the Architect of record.

Full-Time Inspections*

Full-Time Inspections provide the project with a continuous daily historical record of the new system installation. Items found not to be in accordance with the project contract documents will be identified and brought to the attention of the roofing contractor's foreman. Items noted for "corrective action" are the responsibility of the Contractor and/or the Subcontractor who remain liable for any items requiring correction.

Final Inspection

When the roofing contractor and subcontractors (including sheet metal, mechanical, etc.) have completed the system installation, Independent Roofing Consultants will conduct a visual final inspection of the roof assembly.

A report will be generated noting items to be completed and/or deficiencies to be corrected with photographs as applicable. The roof system should not be considered complete until all punchlist items have been properly addressed.

Punchlist Verification Inspection (If requested)

Consultant shall conduct an inspection of all roofing punchlist development items to verify the deficiencies have been completed. Final payments and retentions can be released once these corrections are properly made.

EXHIBIT B
RATE SCHEDULE

PHASE I

Site Investigation	\$1,250.00
Roof Specification & Detail Drawings	\$2,500.00
Pre-Bid Conference	\$1,500.00
Bid Review & Bid Tabulation	No Charge
PHASE I TOTAL:	\$5,250.00

PHASE II

Pre-Job Conference	\$1,500.00
Full-Time Inspection* • \$485.00/day	\$3,995.00
Final Inspection	\$1,400.00
PHASE II TOTAL:	\$6,895.00
Punchlist Verification Inspection (if requested)	\$950.00
PHASE I & II TOTAL:	\$13,095.00

*Full-Time Inspections:

Estimation of Time

The estimation of "days" for Full-Time Continuous Inspections, if provided, are for budgetary purposes only and is based on information available at the time of request. Actual production "days" can vary substantially based on contractor selection, specified system and seasonal considerations.

Overtime Rates: Monday - Friday

For Full-Time Inspections in excess of an 8-hour workday or a 40-hour Monday - Friday workweek, an overtime charge of **\$90.94/hour** will apply to time in excess of this stipulation.

Weekend Rates: Saturday & Sunday

Weekend Rates for Full-Time Continuous Inspections are **\$727.50/day**.

Nationally Recognized Holidays

Full-Time Inspection rates for nationally recognized Holidays are **\$970.00/day**.

Cancellation of Work

If the construction contractor cancels a scheduled workday without sufficient (24-hour) notification to Consultant, then onehalf the daily rate will be charged.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 5.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*
Philip De Jong, Field Operations Manager, CNC Engineering

DATE: April 23, 2020

SUBJECT: Consideration of a Professional Services Agreement with I.R.C. Technologies, Inc. dba Independent Roofing Consultants to provide consulting services related to roof restoration and replacement at the Public Works Warehouse, for an amount not to exceed \$14,550.00 through April 21, 2021

Background:

The roof system at 1123 South Hatcher Avenue appears to have exceeded its expected life, with required reoccurring patching and repairs. There is a need for the entire roof system to be evaluated and repaired overall. Staff received a proposal to inspect and provide design criteria, as well as to define the as-built conditions impacting the design and construction of a new roof system.

Discussion:

Independent Roofing Consultants ("IRC") is a construction consulting firm specializing in roofing and waterproofing systems. IRC will provide consulting services for roof restoration/replacement. During their assessment, the flashing and termination requirements for the new roof system will be reviewed to establish the flashings and accessory components required for a complete, new roof system that meets current building code requirements and Title 24 requirements. IRC will develop and provide written specifications and detailed drawings. During the construction phase, IRC will provide full-time inspection services including the final inspection, punch list verification, the pre-bid conferences and pre-construction meetings.

Fiscal Impact:

The fiscal impact is \$14,450.00 (Account No. 120-706-5120.01). An appropriation of \$14,450.00 is requested from the 2015 Bond Proceeds to City Capital Improvements-Admin, Studies, General, Budget-Professional Services.

Recommendations:

- 1) Approve the Professional Services Agreement with Independent Roofing Consultants, Inc. to provide consulting services related to roof restoration and replacement at the Public Works Warehouse; and
- 2) Appropriate \$14,550.00 from the 2015 Bond Proceeds to City Capital Improvements-Admin, Studies, General, Budget-Professional Services (Account No. 120-706-5120.01).

Exhibit:

- A. Professional Services Agreement with Independent Roofing Consultants, Inc. dated April 23, 2020
-

TH/JN:jf

EXHIBIT A

Professional Services Agreement with Independent Roofing Consultants, Inc. dated
April 23, 2020

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of April 23, 2020 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and IRC Technologies Inc., dba Independent Roofing Consultants, a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 23, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fourteen Thousand Five Hundred Fifty dollars (\$14,550.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to

the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

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

With a Copy To: Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Attention: James M. Casso, City Attorney

To Consultant: IRC Technologies, Inc.
2901 Pullman Street
Santa Ana, CA 92705
Attention: Veronica Foster, Vice President

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONSULTANT”
IRC Technologies, Inc.

By: _____
Troy Helling, City Manager

By: _____
Veronica Foster, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall perform the work set forth herein for the following property:
Public Works Warehouse
1123 South Hatcher Avenue

PHASE I

SITE INVESTIGATION

Consultant shall perform an on-site roof inspection of the existing roof system. Consultant shall obtain design criteria and define as-built conditions impacting the design and construction of a new roof system. During this inspection, the flashing and termination requirements for the new roof system will be reviewed to establish the required flashings and accessory components required for a complete guaranteeable new roof system meeting current building code requirements and Title 24 requirements.

Also, during the course of this inspection, conditions requiring attention such as mechanical equipment ductwork and ductwork connections to mechanical units will be reviewed and if required restoration of these accessory components will be included in the project scope of work.

ROOF SPECIFICATIONS & DETAIL DRAWINGS

Consultant shall develop written specifications for the above referenced property. These specifications will provide the following information:

- Approved material manufacturers and individual material products to define the quality standards for the roof system construction.
- Quality standards for both workmanship and materials in the construction of the new roof system.
- Contractor insurance requirements.
- Contractor and material manufacturer guarantee requirements.
- Contractor requirements during the project, including submittal information, hours of work, conduct of employees and staging areas.
- Project requirements for construction of sheet metal and lead accessories augmenting the roof system design, inclusive of special project conditions to be included in the contractor's bid.
- Contractor bid submittal requirements.

Consultant shall provide will be computer-generated detail drawings illustrating the construction of the roof membrane as well as all flashings at horizontal-to-vertical terminations, penetrations, and transitions with the written specifications.

PRE-BID CONFERENCE

Consultant shall attend an onsite conference with the bidding contractors to review the specifications and jobsite conditions and address any contractor questions regarding the project specifications for the purpose of achieving the most accurate, complete and competitive bids possible. Following the conference, Independent Roofing Consultants will develop a written report summarizing the conference discussions and any additions, deletions or changes to the project specifications. A copy of this report will be issued to the City and all conference attendees.

Bid Review and Bid Tabulation

Consultant shall review and evaluate submitted contractor bids. A bid tabulation summarizing the contractor bids, in spreadsheet format, will be provided to the City for ease of reference and comparison.

PHASE II

INSPECTION SERVICES

Consultant shall provide the following field observation services at the above referenced project. Guidelines to be utilized in monitoring the new system installation shall include, but are not limited to, Project Specifications, Contractor Bid Submittals and Material Manufacturer Guidelines, depending on the project design standards available.

Pre-Job Conference

Consultant shall conduct an onsite conference with the application contractor and all trades related to the new system installation to:

- Review material submittals.
- Discuss project scheduling.
- Review project site and substrate, if completed at time of Pre-Job Conference.
- Establish lines of communication and dispute resolution.

At the conclusion of the conference, a written report is generated and issued to the City and all parties confirming agreements and identifying pending issues for resolution prior to start of work. Any decisions that affect or alter the existing design criteria must be approved by the Architect of record.

Full-Time Inspections*

Full-Time Inspections provide the project with a continuous daily historical record of the new system installation. Items found not to be in accordance with the project contract documents will be identified and brought to the attention of the roofing contractor's foreman. Items noted for "corrective action" are the responsibility of the Contractor and/or the Subcontractor who remain liable for any items requiring correction.

Final Inspection

When the roofing contractor and subcontractors (including sheet metal, mechanical, etc.) have completed the system installation, Independent Roofing Consultants will conduct a visual final inspection of the roof assembly.

A report will be generated noting items to be completed and/or deficiencies to be corrected with photographs as applicable. The roof system should not be considered complete until all punchlist items have been properly addressed.

Punchlist Verification Inspection (If requested)

Consultant shall conduct an inspection of all roofing punchlist development items to verify the deficiencies have been completed. Final payments and retentions can be released once these corrections are properly made.

EXHIBIT B
RATE SCHEDULE

PHASE I

Site Investigation	\$1,250.00
Roof Specification & Detail Drawings	\$2,650.00
Pre-Bid Conference	\$1,500.00
Bid Review & Bid Tabulation	No Charge
PHASE I TOTAL:	\$5,400.00

PHASE II

Pre-Job Conference	\$1,500.00
Full-Time Inspection* • Estimate 10 days @ \$485.00/day	\$4,850.00
Final Inspection	\$1,600.00
PHASE II TOTAL:	\$7,950.00
Punchlist Verification Inspection (if requested)	\$1,100.00
PHASE I & II TOTAL:	\$14,550.00

*Full-Time Inspections:

Estimation of Time

The estimation of "days" for Full-Time Continuous Inspections, if provided, are for budgetary purposes only and is based on information available at the time of request. Actual production "days" can vary substantially based on contractor selection, specified system and seasonal considerations.

Overtime Rates: Monday - Friday

For Full-Time Inspections in excess of an 8-hour workday or a 40-hour Monday - Friday workweek, an overtime charge of **\$90.94/hour** will apply to time in excess of this stipulation.

Weekend Rates: Saturday & Sunday

Weekend Rates for Full-Time Continuous Inspections are **\$727.50/day**.

Nationally Recognized Holidays

Full-Time Inspection rates for nationally recognized Holidays are **\$970.00/day**.

Cancellation of Work

If the construction contractor cancels a scheduled workday without sufficient (24-hour) notification to Consultant, then onehalf the daily rate will be charged.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 5.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and City Council Members

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*
Philip De Jong, Field Operations Manager, CNC Engineering

DATE: April 23, 2020

SUBJECT: Consideration of a Maintenance Services Agreement with Janus Pest Management, Inc. for pest control services in an amount not-to-exceed \$120,000.00 through April 23, 2021

Background:

Pest control services, including general pests/insects, rodents and ground squirrels, are an essential and on-going activity for maintaining the health, safety and infrastructure throughout the City. Currently, the City enlists several contractors and resources to fulfill the pest control efforts throughout the City.

Discussion:

Janus Pest Management, Inc. ("Janus") provides extensive pest control services at most City-owned properties. Under this new Maintenance Services Agreement, Janus would provide pest control services at the following locations: Homestead Museum, City Hall, Industry Business Council/Chamber of Commerce, Youth Activities League offices/Post Office, Tonner Canyon/Boy Scout Reserve, Metrolink Station, Tres Hermanos (specifically areas surrounding the Arnold Reservoir and the tenant's home), Industry Business Center West, Parcel at Chestnut Street/Anaheim-Puente Road, Helipad Parking Lot, Helipad and the Industry Business Center East/Landfill. City staff consulted with Sage Environmental and all pest control methods and services have been environmentally reviewed and approved. Additionally, services that are not routine, such as bees, new infestations and/or termite testing and treatments that may arise at any City-owned location have been provided for in a contingency included in the Agreement.

Fiscal Impact:

This fiscal impact associated with this action requires an appropriation of \$120,000.00 to General Fund – Habitat & Open Space – Property Maintenance (Account No.

100.628.8510). This includes a \$30,000 contingency for any unforeseen issues that may cause overages that are not part of routine maintenance.

Recommendations:

- 1.) Approve the Maintenance Services Agreement with Janus Pest Management, Inc. in an amount not to exceed \$120,000.00 dated April 23, 2020, and authorize the City Manager to expend the \$30,000 contingency set forth in the Rate Schedule; and
- 2.) Appropriate \$120,000.00 from General Fund – Habitat & Open Space – Property Maintenance (Account No. 100.625.8510).

Exhibit:

- A. Maintenance Services Agreement with Janus Pest Management, Inc. dated April 23, 2020
-

TH/JN/PDJ:jf

EXHIBIT A

Maintenance Services Agreement with Janus Pest Management, Inc. dated April 23,
2020

[Attached]

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”), is made and effective as of April 23, 2020 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Janus Pest Management, Inc. a California corporation (“Contractor”). The City and Contractor are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 23, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

(d) Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Twenty Thousand Dollars (\$120,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Contractor in the course of

providing the services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

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

9. INDEPENDENT CONTRACTOR

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

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

Attention: City Manager

With a Copy To: Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Attention: James M. Casso, City Attorney

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

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

234. AUTHORITY TO EXECUTE THIS AGREEMENT

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

Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

“CITY”
City of Industry

“CONTRACTOR”
Janus Pest Management, Inc.

By: _____
Troy Helling, City Manager

By: _____
Jay Spicer, CEO

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide pest management services at the following locations, at the frequencies and locations identified in the Rate Schedule:

- Homestead Museum
- City Hall
- Industry Business Council/Chamber of Commerce
- Youth Activities League offices/Post Office
- Tonner Canyon/Boy Scout Reserve
- Metrolink Station
- Tres Hermanos (specifically areas surrounding Arnold Reservoir and the tenant's home)
- Industry Business Center West
- Industry Business Center East/Landfill
- Parcel at Chestnut Street/Anaheim-Puente Road
- Helipad
- Helipad Parking Lot

EXHIBIT B
RATE SCHEDULE

Location	Address	Annual Amount:
Homestead Museum	15415 Don Julian	\$ 7,200.00
City of Industry - City Hall	15625 Stafford St	\$ 1,740.00
City of Industry - IBC / Chamber of Commerce	15651 Stafford St	\$ 1,740.00
City of Industry - YAL / US Post Office	15660 Stafford St / 15559 Rausch Rd	\$ 1,020.00
City of Industry - Tonner Canyon / Boy Scout Reserve	19001 Tonner Canyon Rd	\$ 22,970.00
City of Industry - Tres Hermanos	Grand Ave.	\$ 23,300.00
Industry Station - Metrolink	600 Brea Canyon Rd.	\$ 390.00
City of Industry - IBC West	Grand Ave.	\$ 2,016.00
City of Industry - Parcel at Chestnut St / Anaheim-Puente	804 S. Azusa Ave	\$ 10,752.00
City of Industry - Helipad parking lot	105 N. Hudson Ave	\$ 5,832.00
City of Industry - Helipad	105 N. Hudson Ave	\$ 3,600.00
City of Industry - IBC East / landfill	Grand Ave.	\$ 8,796.00
Contingency	Public Right Of Way	\$ 30,644.00
	TOTAL ANNUAL	\$ 120,000.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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 \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. 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 \$1,000,000.00 combined single limit for each accident.

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

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

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

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

Duration of coverage. 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 Services hereunder by Contractor, his agents, representatives, employees or subcontractors.

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

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

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

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow 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 subcontractors.

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 Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the 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, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

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

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that 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 subcontractors, 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 Contractors, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days 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 the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Contractor shall give the 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.

CITY COUNCIL

ITEM NO. 5.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*

DATE: April 23, 2020

SUBJECT: Consideration of Resolution No. CC 2020-08 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, NAMING THE ARENTH AVENUE RECONSTRUCTION PROJECT AS AN SB 1 PROJECT FOR FISCAL YEAR 2020-2021

Background:

On April 28, 2017, the Governor signed Senate Bill 1 ("SB 1") (Beall, Chapter 5, Statutes of 2017) to address basic road maintenance, rehabilitation and critical safety needs on the state highway and local road system. SB 1 established requirements for holding local governments accountable for the efficient use of public funds to maintain public streets and roads. Under the provisions of SB 1, funds from the Road Maintenance and Rehabilitation Account ("RMRA") may be used for City projects that meet certain criteria and requires that eligible cities submit a list of proposed projects to be funded with these funds pursuant to an adopted city budget.

Cities are allocated RMRA funds based on population, and in order to use the RMRA funds, projects must be the following qualifications: considered basic road maintenance and road rehabilitation projects, and/or critical safety projects.

On June 28, 2018, the City Council adopted Resolution No. CC 2018-30 approving the Fiscal Year 2018-2019 CIP Program Budget, which included seven million dollars for the Arenth Avenue Reconstruction Project, from Anaheim-Puente Road to Phillips Drive (MP 14-12). On May 24, 2018, the City Council adopted Resolution No. CC 2018-15 identifying the Arenth Avenue Reconstruction Project as the SB 1 project for fiscal year 2018-19, and again for fiscal year 2019-2020, by Resolution No. CC 2019-20, adopted April 25, 2019.

Discussion:

Each year, cities must submit a project list of SB 1 projects by May 1. Staff will submit the Arenth Avenue Project to the State of California as the City's designated SB 1 project for fiscal year 2020-21. California Transportation Commission staff has requested that a separate resolution be adopted to identify the Arenth Avenue Reconstruction Project as

the City's designated SB 1 project. The California Transportation Commission requires that the City formally adopt SB 1 funds as part of the adopted 2020-21 Capital Improvement Program ("CIP") budget to receive the funds for projects. Therefore, at this time, Staff recommends adoption of the resolution.

Fiscal Impact:

As the SB 1 funds are allocated according to population, the City's projected SB 1 allocation for Fiscal Year 2020-21 is \$8,518. The Fiscal Year 2020-21 CIP budget will include the Arenth Avenue Reconstruction Project.

Recommendation:

It is recommended that the City Council approve Resolution No. CC 2020-08

Exhibit:

- A. Resolution No. CC 2020-08

TH/JN/SC:jf

EXHIBIT A

Resolution No. CC 2020-08

[Attached]

RESOLUTION NO. CC 2020-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA NAMING THE ARENTH AVENUE RECONSTRUCTION PROJECT AS AN SB 1 PROJECT FOR FISCAL YEAR 2020-2021

WHEREAS, Senate Bill 1 (“SB 1”), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017, in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the community is aware of the projects proposed for funding in our City and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (“RMRA”), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$8,518 in RMRA funding in Fiscal Year 2020-21 from SB 1; and

WHEREAS, this is the third year in which the City is receiving SB 1 funding, and the funding will enable the City to continue essential road maintenance and rehabilitation projects, as well as safety improvements; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community’s transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community’s priorities for transportation investment; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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 incorporated herein by reference.

Section 2. The fiscal year 2020-21 project planned to be funded with Road Maintenance and Rehabilitation Account revenue is:

- A. Project Location: Arenth Avenue from Anaheim-Puente Road to Phillips Drive.
- B. Project Description: A gutter to gutter grind out/removal of failing asphalt and replacement with new asphalt and PCC pavement. Storm drain repairs/upgrades where necessary, ADA path of travel improvements where necessary.
- C. Estimated Useful Life: The City's Pavement Management system estimates a new useful life for this repaired roadway of 20 years.
- D. Proposed Schedule: Estimated construction start date in April/May 2020 and complete construction by December 2020.

SECTION 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 4. The City Clerk shall certify to the 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 a regular meeting held on April 23, 2020, by the following vote:

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

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

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: April 23, 2020

SUBJECT: Consideration of a donation in the amount of \$10,000 to Megan's Wings for its Patient Aid and Gas Program

Background:

Megan's Wings Inc. ("Megan's Wings") is a California non-profit organization that works to positively impact the lives of children living with cancer by providing assistance to them and their families. In 2018, Megan's wings received a \$10,000.00 donation from the City. In 2019, the City donated \$20,000.00 to supported the 15th Annual Megan's Run/Walk for a Cure. At this time Megan's Wings is requesting asking \$10,000.00 to will help its Patient Aid and Gas Program allowing the organization to continue providing valuable support services to children and their families fighting cancer. Given the current COVID-19 pandemic, Megan's Wings has received additional requests for assistance through this program, and is therefore seeking donations.

Recommendation:

Staff recommends that the City Council adopt Resolution No. CC 2020-09, approving the \$10,000.00 contribution to the Megan's Wings.

Exhibits:

A.. Resolution No. CC 2020-09

TH/TH

RESOLUTION NO. CC 2020-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO MEGAN'S WINGS, INC. IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) FOR PATIENT AID AND GAS ASSISTANCE PROGRAMS

RECITALS

WHEREAS, Megan's Wings, Inc. ("Megan's Wings") is a California non-profit organization that works to positively to impact the lives of children living with cancer by providing assistance to them and their families; and

WHEREAS, annually, Megan's Wings organizes Megan's Run/Walk for a Cure that helps the organization continue providing valuable support services to children and their families fighting cancer; and

WHEREAS, in 2018, the City Council adopted a resolution approving a donation to Megan's Wings in the amount of \$10,000.00 to assist in the operation of its programs; and

WHEREAS, in 2019, the City Council approved a donation in the amount of \$20,000.00 to Megan's Wings to support the 15th Annual Megan's Run/Walk for a Cure; and

WHEREAS, given the COVID-19 pandemic, Megan's Wings has received an increased number of requests for assistance from families for its Patient Aid and Gas Assistance Programs. In order to meet the increased requests, Megan's Wings requested a donation from the City in the amount of \$10,000.00; and

WHEREAS, the City's donation serves a public purpose in that Megan's Wings has provided assistance to families that work in the City, as well as families throughout Los Angeles, Riverside and San Bernardino Counties. The donation will assist the families of children battling cancer with much needed medical payments for items not covered by insurance, mortgages, rent, gas and grocery gift cards and other related expenses. This financial assistance allows Megan's Wings to help with expenses that allow the families to obtain necessary treatment for children. Megan's Wings works with medical social workers to provide assistance in an expedited fashion, avoiding administrative delays. Further, Megan's Wings is a resource for middle and low-income families that do not have the resources to stay afloat while caring for a child battling cancer. The City's donation will allow Megan's Wings to provide valuable services to families who work in the City, and throughout Southern California; 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 Megan's Wings is a California non-profit organization that works to positively to impact the lives of children living with cancer by providing assistance to them and their families.

SECTION 3: The City Council approves a donation to Megan's Wings in the amount of Ten Thousand Dollars (\$10,000.00).

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 a regular meeting held on April 23, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Councilmembers

FROM: Julie Gutierrez-Robles, City Clerk/Elections Official *JGR*

DATE: April 23, 2020

SUBJECT: **Consideration of a Resolution Accepting the Election Official's Certification of Results of Examination of Signatures on the Recall Petition for Councilmember Abraham Cruz; Consideration of a Resolution Calling and Giving Notice of the Holding of an All Mail In Ballot Special Election to be Held on Tuesday, July 21, 2020; and Consideration of a Resolution Requesting the Board of Supervisors of the County of Los Angeles to Render Specified Services to the City Relating to the Conduct of a Special Election to be Held on Tuesday, July 21, 2020**

Background:

The California Constitution provides that the voters are permitted to remove elected officials prior to the expiration of their term in office, and the process for conducting a recall is codified in the Elections Code, and under Section 903 of the City's Charter, a recall election must proceed in accordance with the Elections Code.

The City received a petition to recall Councilmember Abraham Cruz on March 12, 2020. Pursuant to Elections Code Section 11224, within 30 days from the date of filing the petition, excluding weekends and holidays, the Elections Official must determine whether or not the petition is signed by the requisite number of voters. In accordance with Elections Code Section 11224, the City's Elections Official requested that the Los Angeles County Registrar of Voters verify the signatures collected on the petition. Because the City has less than 1,000 registered voters, in accordance with Elections Code Section 11221, in order to qualify a recall petition for the ballot, it is necessary to collect 30 percent of the signatures of the registered voters in the City. Per the Elections Code, the proponents were required to collect 33 signatures of registered voters in the City, and 45 were collected and verified. Because sufficient signatures were collected, the Elections Official is required to certify the results to the City Council.

Discussion:

Pursuant to Elections Code Section 11224(d), if the Elections Official finds there are a sufficient number of signatures on the petition, the Elections Official must certify the results of the verification to the City Council at its next regular meeting.

After the City Council receives the Certificate of Sufficiency from the City Clerk, it has 14 days to call a special election for the recall. Section 11242 of the Elections Code requires that the election be held no less than 88 days, or more than 125 days after the announcement of the holding of the special election. If the City Council calls the recall election at its April 23, 2020 meeting, the election must be held no earlier than July 20, 2020, and no later than August 26, 2020. Because elections in the City are normally held on Tuesdays, Staff is recommending that the election be held on Tuesday, July 21, 2020. In the event the City Council does not call the special election, pursuant to Section 11241 of the Elections Code, the County Registrar of Voters must, within five days, set the date for holding the recall election.

Recommendation:

It is recommended that the City Council adopt the resolution accepting the Election's Official's certification of the results of the examination of signatures on the recall petition for Councilmember Abraham Cruz; the resolution calling and giving notice of the holding of an all mail in ballot special election to be held on Tuesday, July 21, 2020; and a resolution requesting the Board of Supervisors of the County of Los Angeles to Render Specified Services to the City Relating to the Conduct of a Special Election to be Held on Tuesday, July 21, 2020.

Exhibits:

- A. Resolution No. CC 2020-10, Accepting the Election Official's Certification of the Results of the Examination of Signatures on the Recall Petition for Councilmember Abraham Cruz
 - B. Resolution No. CC 2020-11, Calling and Giving Notice of the Holding of an All Mail In Ballot Special Election to be Held on Tuesday, July 21, 2020
 - C. Resolution No. CC 2020-12, Requesting the Board of Supervisors of the County of Los Angeles to Render Specified Services to the City Relating to the Conduct of a Special Election to be Held on Tuesday, July 21, 2020
-

RESOLUTION NO. CC 2020-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY,
CALIFORNIA, ACCEPTING THE ELECTION OFFICIAL'S CERTIFICATION
OF RESULTS OF EXAMINATION OF SIGNATURES ON THE RECALL
PETITION FOR COUNCILMEMBER CRUZ**

WHEREAS, pursuant to Elections Code Section 11220, the City of Industry received a recall petition for Councilmember Abraham Cruz; and

WHEREAS, pursuant to Elections Code Section 11224, at the request of the City Clerk, the City's Elections Official, the Los Angeles County Registrar of Voters has examined the signatures on the petitions and found them to be sufficient; and

WHEREAS, pursuant to Elections Code Section 11224, the Elections Official's certification of the results of the examination is attached hereto as "Exhibit A".

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. That the City Council of the City of Industry receives the Elections Official's certification of the results of the examination of the recall petition as presented to the City on April 23, 2020, attached hereto as Exhibit A, and incorporated herein by reference.

SECTION 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

(RECORD OF VOTES AND SIGNATURES ON FOLLOWING PAGE)

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry, at a regular meeting held on April 23, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk



CITY OF INDUSTRY

CERTIFICATE OF SUFFICIENCY

I, JULIE GUTIERREZ-ROBLES, City Clerk of the City of Industry, California, hereby certify:

That the Petition for Recall of Abraham Cruz was filed with my office on March 12, 2020.

That each section contains signatures purporting to be the signatures of qualified electors of this County;

That attached to the Petition at the time it was filed was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the purported qualified electors signed this petition;

That the affiant stated his or her own qualification that he or she had solicited the signatures upon that section, that all of the signatures were made in his or her presence, and that to the best of his or her knowledge and belief each signature to that section was the genuine signature of the person whose name it purports to be;

That after the proponent filed this petition, I requested that the Los Angeles County Registrar-Recorder/County Clerk verify the required number of signatures by examining the records of registration of the office of the Los Angeles County Registrar-Recorder/County Clerk, current and in effect at the respective purported dates of such signing, to determine what number of qualified electors signed the petition. The results of the examination by the Los Angeles County Registrar-Recorder/County Clerk are as follows:

1. The name of the officer whose recall is sought; Abraham Cruz
2. The title of his or her office: Councilmember, City of Industry, County of Los Angeles
3. The number of signatures required by law: 33
4. The total number of signatures on the petition: 45
5. The number of valid signatures on the petition: 44
6. The number of signatures which were disqualified: 1

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 9th day of April, 2020.



Julie Gutierrez-Robles
City Clerk/Elections Official

RESOLUTION NO. CC 2020-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A SPECIAL ELECTION TO BE HELD ON TUESDAY, JULY 21, 2020

WHEREAS, a Special Election is to be held in the City of Industry, California (“City”), on July 21, 2020; and

WHEREAS, in the course of conduct of the election it is necessary for the City to request certain services from the County of Los Angeles (“County”); and

WHEREAS, all necessary expenses in performing these services shall be paid by the City.

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

SECTION 1. Pursuant to the provisions of California Elections Code Section 10002, the City Council requests the Board of Supervisors of the County to permit the County Election Department to prepare and furnish the following for use in conducting the City’s election:

1. The computer record of the names and addresses of all eligible registered voters in the City in order that the City’s consultant may:
 - a. Produce labels for vote-by-mail voters;
 - b. Produce labels for sample ballot pamphlets;
 - c. Print rosters of voters and street indexes
2. Voter signature verification services as needed;
3. Make available to the City, election supplies, equipment and assistance necessary to conduct the election in accordance with state law.

SECTION 2. The City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 3. The City Clerk is directed to forward without delay, a copy of this Resolution, to the County Board of Supervisors and to the County Election Department.

SECTION 4. The provisions of this resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not

affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on April 23, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

RESOLUTION NO. CC 2020-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INDUSTRY, CALIFORNIA, CALLING AND GIVING NOTICE OF THE
HOLDING OF AN ALL MAIL IN BALLOT SPECIAL ELECTION
TO BE HELD ON TUESDAY, JULY 21, 2020**

WHEREAS, pursuant to Elections Code Section 11224, a petition for the recall of Councilmember Abraham Cruz was found to be sufficient, and the City Clerk certified the results of the examination to the City Council at its April 23, 2020, meeting; and

WHEREAS, pursuant to Elections Code Section 11240, within 14 days after the meeting at which the City Council received the certificate of sufficiency, the City Council shall issue an order stating that an election shall be held to determine whether or not the officer named in the petition shall be recalled; and

WHEREAS, pursuant to Elections Code Section 11242, the election shall be held not less than 88, nor more than 125 days, after the issuance of the order.

**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. That pursuant to the requirements of the laws of the State of California, a special election is called and ordered to be held in the City of Industry, California, on Tuesday, July 21, 2020 to determine whether Councilmember Abraham Cruz shall be recalled. The City Clerk is authorized, instructed and directed to give further or additional notice of the election, in the time, form and manner required by law.

SECTION 3. The ballots to be used at the Election shall be in form and content as required by law.

SECTION 4. The City's Elections Official is authorized, instructed and directed, to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the Election.

SECTION 5. The Election will be conducted pursuant to Chapter 2 (Conduct of Mail Ballot Elections) of Division 4 (Mail Ballot Elections), commencing with Section 4100 of the California Elections Code, only where not inconsistent with the City's Charter and City ordinances.

SECTION 6. In accordance with Section 4103(a) of the Elections Code, ballots cast in this Election must be returned to the office of the City’s Elections Official no later than 8:00 p.m. on Election day. Further, pursuant to the provisions set forth in Sections 4103(b) and 3020(b), ballots cast in the Election must be received in the office of the City’s Elections Official via the United States Postal Service or a bona fide private mail delivery company, no later than three days after the date of the Election, so long as the ballot is postmarked on or before the date of the Election, or is time stamped or date stamped by a bona fide private mail delivery company on or before that date; or if the ballot has no postmark, a postmark with no date, or an illegible postmark, the vote by mail ballot identification envelope is date stamped by the City’s Elections Official upon receipt of the vote by mail ballot from the United States Postal Service or a bona fide private mail delivery company, and is signed and dated pursuant to Elections Code Section 3011, on or before the date of the Election.

SECTION 7. In all particulars not recited in this Resolution, the Election shall be held and conducted as provided by law for holding municipal elections.

SECTION 8. The City Council hereby authorizes the City’s Elections Official to administer the Election and directs that all reasonable and actual election expenses be paid by the City upon presentation of a properly submitted bill.

SECTION 9. That pursuant to Elections Code Section 11381(b), nominations for the special recall election shall open on April 23, 2020, and shall close on May 7, 2020.

SECTION 10. 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 11. 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 a regular meeting held on April 23, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

Incorporated June 18, 1957

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Audit Committee

STAFF: Yamini Pathak, Finance Director
Consultant – Dean Yamagata - Frazer, LLP

DATE: April 23, 2020

SUBJECT: Presentation and discussion regarding selection of a proposed auditing firm, and consideration of a Professional Services Agreement between the City and White Nelson Diehl Evans, LLP

Background:

The City's current outside auditing firm, The Pun Group, has been the auditors for the City of Industry and related entities from fiscal year ending June 30, 2014 through June 30, 2019. As best practices dictate, the City should put its auditing services out to bid every five years. Given that The Pun Group served the City for five years, Staff issued a Request for Proposal ("RFP") for audit services for the City and related entities for the year ending June 30, 2020. The RFP is for a one-year contract with an option to renew the contract for three one-year terms.

The City received proposals from the following four CPA firms:

- A) Rogers, Anderson, Malody & Scott, LLP
- B) Harshwal Company LLP
- C) White Nelson Diehl Evans, LLP ("WNDE")
- D) The Pun Group

Discussion:

The Finance Department and Frazer went through a grading matrix and each firm was interviewed by a panel consisting of City management personnel and financial and accounting consultants. The interview panel consisted of the following:

- 1) Troy Helling – City Manager
- 2) Bing Hyun – Assistant City Manager

- 3) Yamini Pathak – Finance Director
- 4) Elise Calvo – City Treasurer
- 5) Dean Yamagata – Frazer, LLP
- 6) Ryan Zhang – Frazer, LLP

Each firm was graded on the following:

- 1) Qualifications in municipal audit experience
- 2) Audit engagement team knowledge and experience in auditing municipalities
- 3) Their understanding of the scope of services to be provided and their willingness to adapt their approach to meet the needs of the City
- 4) Pricing
- 5) Responses from references
- 6) In person interviews

Through this process WNDE scored the highest in the evaluation process. WNDE is also the largest CPA firm of the four firms in terms of personnel available to service the City during the time period that the audit work would be conducted. Staff felt that this was an additional advantage that the other CPA firms did not possess. Therefore, staff recommended WNDE to be selected as auditors for the City.

The Audit Committee reviewed staff's recommendation to retain the accounting firm of White Nelson Diehl Evans to provide auditing services to the City.

Recommended Action:

Approve the professional service agreement retaining White Nelson Diehl Evans as the auditors for the City for the year ending June 30, 2020 with an option to renew the contract for three one-year terms.

Exhibit:

A. Professional Services Agreement with White Nelson Diehl Evans, dated April 23, 2020

YP/DY:yp

EXHIBIT A

Professional Services Agreement with White Nelson Diehl Evans,
dated April 23, 2020

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of April 23, 2020, (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and White Nelson Diehl Evans, LLP, a California Limited Liability Partnership (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the City may extend the Term of the Agreement for three (3) one (1) year extensions.

2. SERVICES

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

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

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

(d) Consultant shall comply with all applicable federal, state, and local laws,

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Sixty-Four Thousand Two Hundred Forty Dollars (\$64,240.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

To Consultant: Daphnie Munoz, CPA
White Nelson Diehl Evans, LLP
2875 Michelle Drive, Suite 300
Irvine, CA 92606

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONSULTANT”
White Nelson Diehl Evans, LLP

By: _____
Troy Helling, City Manager

By: _____
Daphnie Munoz, Partner

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall:

- Conduct a financial audit of all funds of the City and its component units in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits in General Accounting Office's (GAO) Government Auditing Standards (2003), the provisions of the Federal Single Audit Act of 2003 and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations and Article XIII B of the California Constitution Appropriations Limit.
- Review the City Annual Financial Report (CAFR), in full compliance with all current and proposed GASB statements, which will include both Government-Wide Financial Statements and Fund Financial Statements. Apply limited audit procedures to Management's Discussion and Analysis and required supplementary information pertaining to the General Fund and each major fund of the City.
- Prepare a single audit, if required, on the expenditures of federal grants and render the appropriate audit reports on internal control over financial reporting based upon the audit of the City financial statements in accordance with Government Auditing Standards and the appropriate reports on compliance with requirements applicable to each major program, internal control over compliance and on the Schedule of Expenditures of Federal Awards in accordance with OMB Circular A-133. The single audit report will include an appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, and follow up on prior audit findings where required.
- Perform agreed-upon auditing procedures pertaining to the City Appropriations Limit (GANN Limit) and render a letter annually to the City regarding compliance.
- Issue a separate Management Report and Auditor's Communication Letter that includes recommendations for improvements in internal control that are considered non-reportable conditions.
- Prepare year-end adjusting journal entries as needed.
- Retain all working papers and reports at the audit firm's expense for a minimum of five (5) years. In addition, make working papers available to the City and/or any government agency as appropriate.
- Consultant shall issue a SAS 114 report addressed to the City Council at the conclusion of the audit. Consultant shall provide the City one electronic copy in PDF

format each year. (A separate SAS 114 letter addressed to the City Council shall be provided during the planning phase of the audit to open the “two-way communication” between the Consultant and the City Council)

TIMETABLE OF DELIVERABLES

The City’s financial books are generally closed by the beginning of September of each year, and reconciliations completed shortly thereafter. Interim audit fieldwork may begin before the books are closed. Final audit fieldwork is to be completed no later than October 31st. Estimated timetable for the audit as follows:

Item	Responsible Party	Due Date
Interim Fieldwork	Consultant	July 1 to August 31
Final Trial Balance, audit schedules and draft financial statements	Finance Department	October 1
Audit Field Work	Consultant	October 5 to October 31
Comments on draft financial statements to the Director of Finance	Consultant	November 2
Draft of Internal Control Letter and Audit letter to the Finance Director	Consultant	November 2
All financial reports and letters finalized and issued	Consultant	November 16
A-133 Single Audit Report, if required		November 16

EXHIBIT B

RATE SCHEDULE

Description of Services	Estimated Hours	Cost
Audited Financial Statements of the City and Its Component Units, Report on Internal Controls Over Financial Reporting, and Auditors' Communication with the City Council	471	\$60,100.00
Report on Agreed-Upon Procedures Applied to the Appropriations Limit Worksheets (GANN Limit Review)	4	\$460.00
A-133 Single Audit of Federal Grants of the City (if required)	30	\$3,680.00
Total	505	\$64,240.00

AUDIT STAFF STANDARD HOURLY BILLING RATES

Partner	\$250
Manager	\$175
Supervisory Staff	\$120
Professional Staff	\$95
Clerical	\$70

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.4



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 *[Signature]*

DATE: April 23, 2020

SUBJECT: Consideration of a Property Purchase Agreement with Puente Post No. 1944, Veterans of Foreign Wars of the United States, in the amount of \$364,000.00 for right of way acquisition

Background:

When an existing street is widened, property is usually acquired from abutting property owners to form the public right-of-way. However, a records search indicates that the entire sidewalk and a 6,304 square feet wide portion of the existing street are still under ownership by the Puente Post No. 1944 Veterans of Foreign Wars of the United States ("VFW"), located at 16157 Gale Avenue. To ensure that the public right-of-way is under control and ownership of the City, an acquisition is recommended.

Discussion:

In accordance with standard procedures for acquiring rights-of-ways, an appraisal was obtained from R. P. Laurain & Associates, establishing a fair market value of \$364,000.00 for acquisition of the property, including relocation of a canon that had been located in the affected property area. Thereafter, a City offer letter, presenting the appraised value, and a Property Purchase Agreement was presented to, and signed by, the VFW Commander. Upon approval by the Council, the City Manager will execute the Agreement and the Easement Grant Deed will then be recorded.

Fiscal Impact:

An appropriation of \$364,000.00 is required (Account No. 100-900-9030). An escrow account has been created by First American Title holding the \$364,000.00 to be paid by the City.

Recommendation:

Staff recommends that the City Council approve the Property Purchase Agreement, and authorize the City Manager to execute same.

Exhibit:

A. Property Purchase Agreement with Puente Post No. 1944, Veterans of Foreign Wars of the United States

TH/BH:yp

EXHIBIT A

Property Purchase Agreement

[Attached]

PROPERTY PURCHASE AGREEMENT

In consideration of the terms and conditions set forth in this Property Purchase Agreement (the "Agreement") **PUENTE POST NO. 1944, VETERANS OF FOREIGN WARS OF THE UNITED STATES** (GRANTOR) shall deposit in an escrow designated by the **CITY OF INDUSTRY** (CITY), a Grant Deed, suitable for recordation and conveying from GRANTOR to CITY as indicated in Exhibits "A" and "B," respectively, incorporated herein by this reference.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. CITY shall

- A. Pay the sum of THREE HUNDRED AND SIXTY FOUR THOUSAND DOLLARS (\$364,000.00) for the property identified in Exhibits "A" and "B" for the Acquisition in Fee, and attached hereto and made a part hereof, to the following title company: First American Title, for the account of the GRANTOR, Escrow No. 1009826 conditioned upon the property vesting in CITY free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes except any exceptions to title which are acceptable to CITY as said exceptions are identified in the title report relating to the subject property issued by the above Title Company bearing the escrow number shown in Clause 1A and dated April 9, 2020 and updates thereof. Clearing of any title exceptions not acceptable to CITY is the responsibility of GRANTOR.
- B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.
- C. Have the authority to deduct and pay from the amount shown in Clause 1A above any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non delinquent assessments, which may have become a lien at the close of escrow. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow. Close of escrow for this transaction shall be contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.
- D. The consideration set forth in Clause IA herein shall include payment in full for the following improvements: All buildings, structures and other improvements affixed to the land which is owned by you as owners or tenants of the real property proposed to be acquired will also be conveyed unless other disposition of these improvements has been made.

2. CITY's Indemnification

CITY shall indemnify, defend, and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, cost and expenses (including reasonable attorney fees and cost), arising from or related to CITY'S use of the

property acquired in fee, and exercise of CITY'S right under this Agreement. Said indemnification includes damages to any electrical equipment on remaining property due to accidental utility power outage caused by construction of the Project. The obligations of CITY under this paragraph shall not be applicable to the extent of GRANTOR'S negligence or willful misconduct.

3. Payment of Deed of Trust

If this property is secured by a mortgage(s) or deed(s) of trust, GRANTOR is responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR'S proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

4. Escrow Instructions

GRANTOR hereby authorizes CITY to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties.

5. Hazardous Wastes

The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the CITY may elect to recover its clean-up costs from those who caused or contributed to the contamination. GRANTOR shall further indemnify, defend, save and hold harmless the CITY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the property, save and except claims, costs or litigation arising through the sole willful misconduct of the CITY, its agents or employees.

6. Right of Possession and Use

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the subject property by CITY, and/or its designees or assignees including the right to remove and dispose of improvements, and install and connect utilities shall commence at close of escrow, and that the amount shown in Clause 1A herein includes, but is not limited to, full payment for such possession and use, including interest and damages if any, from said date.

7. Binding on Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Agreement.

8. No Leases

GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and GRANTOR further agrees to hold CITY harmless and reimburse CITY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month.

9. Quitclaim Deeds

If any lessee interests are identified herein, as a condition precedent to approval of this Agreement by the CITY Council, Quitclaim Deeds or similar releases sufficient to clear any possessory rights from the subject property will be required. GRANTOR agrees to assist CITY in securing said Quitclaim Deeds or releases.

10. Release of All Claims

This is intended as a full and complete release of all or any claims that either party has against the other and is in full settlement of any and all such claims and intends to and does hereby release all of said persons, the CITY's elected officials, officers and employees, firms, associations and corporations of and from any and all liability of any nature whatsoever for all claims or causes of action including those for all consequences, effects and results of any loss, injury or damage, whether the same are now known or unknown to the undersigned, expected or unexpected by the undersigned, or have already appeared or developed or may now be latent or may in the future appear or develop.

The parties acknowledge that they each have been informed of and are familiar with the provisions of California Civil Code Section 1542 which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."Further, the parties mutually waive the provisions of California Civil Code Section 1542, and further waive any right they might have to voice said provisions now or in the future with respect to the releases set out in this Compromise and Release. The parties recognize and acknowledge that factors which have induced them to enter into this Compromise and Release may turn out to be incorrect or different to what they have previously anticipated, and the parties expressly assume the risks and further expressly assume the risk of this waiver of California Civil Code section 1542.

11. Approval of CITY

GRANTOR understands that this Agreement is subject to the approval of CITY. Further, that this Agreement shall have no force or effect unless and until said CITY approval has been obtained.

12. Authority to Sign

GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.

13. Entire Agreement

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Permanent Easement Deed and Temporary Construction Easement and shall relieve CITY of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed public improvement.

14. Specific Performance

In the event of a breach of this Agreement by GRANTOR, CITY shall be entitled to pursue any and all remedies available to it against GRANTOR, including, without limitation, claims for all damages attributable to GRANTOR'S breach, and specific performance of this Agreement.

15. Counterparts Signature

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

(As used above, the term, "GRANTOR" shall include the plural as well as the singular number.)

SIGNATURES ARE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written herein below.

**CITY OF INDUSTRY,
A MUNICIPAL CORPORATION**

**GRANTOR:
PUENTE POST NO. 1944, VETERANS
OF FOREIGN WARS OF THE UNITED
STATES**

By: _____
Troy Helling, City Manager

By _____
Ramiro Puentes, Commander

Date: _____

Date: _____

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Date: _____

Approved as to form:

By: _____
James M. Casso, City Attorney

Date: _____

EXHIBIT "A"
Legal No.966

LEGAL DESCRIPTION

THE SOUTHERLY 30.00 FEET OF THE FOLLOWING DESCRIBED LAND:

THE SOUTHWESTERLY ONE (1) ACRE OF THE NORTHWESTERLY 210.00 FEET OF THE SOUTHEASTERLY ONE-HALF OF THAT PORTION OF LOT 2, AS SHOWN ON THE PARTITION MAP OF LANDS OF CHARLOTTE M. ROWLAND, DECEASED, IN RANCHO LA PUENTE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 PAGE 45 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OR SAID COUNTY, BOUNDED ON THE EAST BY THE WEST LINE OF THE EAST 42 FEET OF SAID LOT 2; BOUNDED ON THE SOUTH AND WEST BY THE SOUTH AND WEST LINES OF SAID LOT 2 AND BOUNDED ON THE NORTH BY A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 AND SO LOCATED AS TO EMBRACE 12.50 ACRES OF LAND IN SAID PORTION OF LOT 2.

CONTAINING 6,301 SQUARE FEET (0.1447 ACRES) OF LAND, MORE OR LESS.

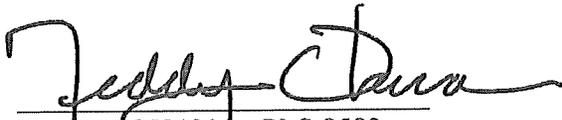

TEDDY OHANA, PLS 8583
CNC Engineering
Job No. JN-6201 Legal No.966
Checked by: _____ December 18, 2019

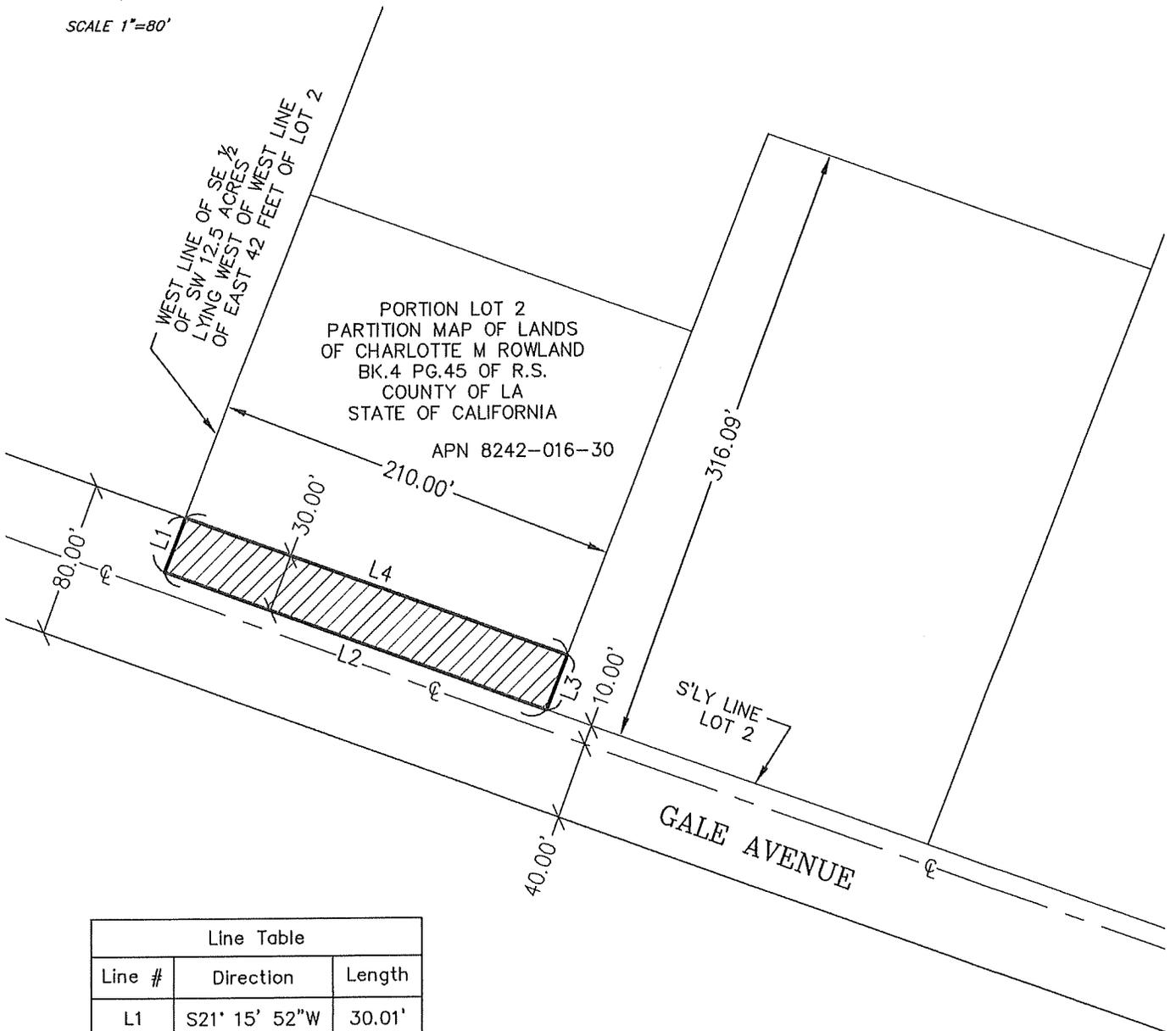


EXHIBIT "B"

STREET RIGHT-OF-WAY



SCALE 1"=80'



Line Table		
Line #	Direction	Length
L1	S21° 15' 52"W	30.01'
L2	S69° 59' 12"E	210.05'
L3	N21° 15' 52"E	30.01'
L4	N69° 59' 12"W	210.05'

Prepared by:
CNC ENGINEERING

255 N. HACIENDA BLVD, Suite 222
CITY OF INDUSTRY, CA. 91744
Phone (626) 333-0336

CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

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

DATE: April 23, 2020

SUBJECT: Consideration of Award of Contract No. CITY-1453 Amar Road Streetlight Installation from Aileron Avenue to Echelon Avenue, to Calpromax Engineering, Inc. in the amount of \$166,484.00, and adopt a Notice of Exemption regarding same

Background:

On October 10, 2019, the City Council authorized solicitation of public bids for Amar Road Streetlight Installation from Aileron Avenue to Echelon Avenue, for an estimated cost of \$239,740.00. This project was bid to procure a contractor to install street lights on the south side of the street between Aileron Avenue and Echelon Avenue. The scope of work includes 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 feet on the power pole. Work also includes furnishing and installing 12 street light poles and luminaires.

On January 31, 2020, the bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 85 vendors. The bid was viewed by 45 prospective bidders. The appropriate trade journals were notified on January 31, 2020. The bid was advertised on February 4, 2020 and February 11, 2020 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until March 3, 2020 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 installation of streetlights along an existing roadway, and pursuant to Section 15301 of the CEQA Regulations, the repair, maintenance, or minor alteration of existing facilities is exempt, as long as there is no expansion (or only negligible expansion) of the use. Here, Staff is proposing to improve the safety

of the roadway by installing new streetlights and only minor sidewalk removal and replacement is necessary to install the streetlights. The project does not result in an expansion of the use. 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 March 10, 2020. Thirteen (13) bids were received and the review of bids has found that Calpromax Engineering, Inc. ("Calpromax") 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 Calpromax is the lowest bidder. The Engineer's Estimate for this project was \$239,740.00, which includes a 15% contingency.

Bidders	Bid Prices
Calpromax Engineering, Inc.	\$166,484.00
International Line Builders, Inc.	\$168,799.00
Crosstown Electrical & Data, Inc.	\$172,723.00
California Professional Engineering, Inc.	\$179,785.00
Asplundh Construction	\$186,455.00
VT Electric, Inc.	\$187,664.50
Alfaro Communications Construction, Inc.	\$192,506.50
DBX, Inc.	\$200,720.00
Pacific Utility Installation, Inc.	\$219,015.00
Elecnor Belco Electric, Inc.	\$220,695.00
Select Electric, Inc.	\$229,500.00
Doty Bros Equipment Company	\$279,656.96
Comet Electric, Inc.	\$342,734.00

Fiscal Impact:

The fiscal impact is \$166,484.00. A contingency for potential change orders of 15 percent of the contract is requested in the amount of \$24,972.60. In the Fiscal Year 2019/20 Capital Improvement Project budget, \$250,000.00 was approved for this project and no additional appropriation is needed at this time (Account Number 120-718-5205).

Recommendations:

- 1) Staff recommends that the City Council consider the results of the Amar Road Streetlight Installation from Aileron Avenue to Echelon Avenue bid and award the bid to Calpromax Engineering, Inc., and adopt a notice of exemption regarding same; and
- 2) Authorize the City Manager and the City Engineer to approve change orders up to 15 percent of the contract cost.

Exhibits:

- A. Bid Results
 - B. Bid Schedule Packet (Page A-12 and Pages C-5 through C-12)
 - C. Contractor's State of California and Department of Industrial relations License Detail
 - D. Notice of Exemption
-

TH/JN/DB:jf

EXHIBIT A

Bid Results

[Attached]

Bid Results for Project Amar Road Streetlight Installation from Alieron Avenue to Echeion Avenue (CITY-1453)
 Bid Due on March 10, 2020 2:00 PM (Pacific)
 Line Totals (Unit Price * Quantity)

Item Num	Description	Measure	Quantity	Calpromax Engineering, Inc. - Unit Price	Calpromax Engineering, Inc. - Line Total	International Line Builders, Inc. - Unit Price	International Line Builders, Inc. - Line Total	Crosstown Electrical & Data, Inc. - Unit Price	Crosstown Electrical & Data, Inc. - Line Total	California Professional Engineering, Inc. - Unit Price	California Professional Engineering, Inc. - Line Total	Asplundh Construction - Unit Price	Asplundh Construction - Line Total	VT Electric, Inc. - Unit Price	VT Electric, Inc. - Line Total	Amaro Communications Construction, Inc. - Unit Price	Amaro Communications Construction, Inc. - Line Total
1	Mobilization and De-mobilization	LS	1	\$9,500.00	\$9,500.00	\$11,997.00	\$11,997.00	\$10,000.00	\$10,000.00	\$10,700.00	\$10,700.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
2	Furnish and Install 3" DB 100 PVC conduit between pull boxes	LF	1700	\$27.00	\$45,900.00	\$23.00	\$39,100.00	\$28.00	\$47,600.00	\$42.00	\$71,400.00	\$33.00	\$56,100.00	\$45.00	\$76,500.00	\$35.00	\$59,500.00
3	Furnish and install 1" DB 100 PVC Conduit from pull boxes to street light pole foundations	LF	75	\$46.00	\$3,450.00	\$41.00	\$3,075.00	\$85.00	\$6,375.00	\$50.00	\$3,750.00	\$42.00	\$3,150.00	\$41.00	\$3,075.00	\$70.00	\$5,250.00
4	Furnish and install 3" Schedule 80 PVC Conduit from SCE Riser pole to Metering Service Pedestal	LF	40	\$58.00	\$2,320.00	\$124.00	\$4,960.00	\$95.00	\$3,800.00	\$60.00	\$2,400.00	\$65.00	\$2,600.00	\$103.00	\$4,120.00	\$50.00	\$2,000.00
5	Number 6 Pull Box	EA	14	\$1,400.00	\$19,600.00	\$1,026.00	\$14,364.00	\$1,500.00	\$21,000.00	\$550.00	\$7,700.00	\$985.00	\$13,790.00	\$645.00	\$9,030.00	\$1,500.00	\$21,000.00
6	Street Light Pole Foundation	EA	12	\$1,400.00	\$16,800.00	\$1,628.00	\$19,536.00	\$1,250.00	\$15,000.00	\$1,600.00	\$19,200.00	\$1,890.00	\$22,680.00	\$900.00	\$10,800.00	\$1,600.00	\$19,200.00
7	Furnish and Install Street Light Pole and Mast Arm	EA	12	\$3,647.00	\$43,764.00	\$4,091.00	\$49,092.00	\$3,870.00	\$46,440.00	\$3,680.00	\$44,160.00	\$4,560.00	\$54,720.00	\$4,295.00	\$51,540.00	\$4,200.00	\$50,400.00
8	Furnish and install Street Light Luminaire	EA	12	\$525.00	\$6,300.00	\$682.00	\$8,184.00	\$620.00	\$7,440.00	\$590.00	\$7,080.00	\$560.00	\$6,720.00	\$710.00	\$8,520.00	\$625.00	\$7,500.00
9	Metering Service Pedestal Pad	EA	1	\$1,700.00	\$1,700.00	\$280.00	\$280.00	\$818.00	\$818.00	\$2,000.00	\$2,000.00	\$560.00	\$560.00	\$1,017.00	\$1,017.00	\$2,574.00	\$2,574.00
10	Furnish and install Metering Service Pedestal	EA	1	\$2,300.00	\$2,300.00	\$3,361.00	\$3,361.00	\$2,900.00	\$2,900.00	\$2,500.00	\$2,500.00	\$3,900.00	\$3,900.00	\$3,500.00	\$3,500.00	\$3,830.00	\$3,830.00
11	Furnish and install 1/0 Aluminum XHHW Cable	LF	3500	\$3.00	\$10,500.00	\$3.00	\$10,500.00	\$2.20	\$7,700.00	\$1.50	\$5,250.00	\$3.56	\$12,460.00	\$2.50	\$8,750.00	\$2.32	\$8,120.00
12	Furnish and install #2 Aluminum XHHW Cable	LF	1750	\$2.00	\$3,500.00	\$2.00	\$3,500.00	\$1.60	\$2,800.00	\$1.50	\$2,625.00	\$2.50	\$4,375.00	\$2.35	\$4,112.50	\$1.55	\$2,712.50
13	Furnish and install #6 Aluminum XHHW Cable	LF	850	\$1.00	\$850.00	\$1.00	\$850.00	\$1.00	\$850.00	\$1.20	\$1,020.00	\$4.00	\$3,400.00	\$2.00	\$1,700.00	\$5.20	\$4,420.00
				Subtotal	\$166,484.00		\$168,799.00		\$172,723.00		\$179,785.00		\$186,455.00		\$187,664.50		\$192,506.50
				Total	\$166,484.00		\$168,799.00		\$172,723.00		\$179,785.00		\$186,455.00		\$187,664.50		\$192,506.50

DBX, INC. - Unit Price	DBX, INC. - Line Total	Pacific Utility Installation Inc - Unit Price	Pacific Utility Installation Inc - Line Total	Elecnor Belco Electric, Inc. - Unit Price	Elecnor Belco Electric, Inc. - Line Total	Select Electric, Inc. - Unit Price	Select Electric, Inc. - Line Total	Doty Bros Equipment Company - Unit Price	Doty Bros Equipment Company - Line Total	Comet Electric, Inc. - Unit Price	Comet Electric, Inc. - Line Total
\$3,170.00	\$3,170.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00	\$6,415.00	\$6,415.00	\$25,950.00	\$25,950.00	\$35,025.00	\$35,025.00
\$58.00	\$98,600.00	\$24.00	\$40,800.00	\$44.00	\$74,800.00	\$50.00	\$85,000.00	\$39.11	\$66,487.00	\$89.00	\$151,300.00
\$100.00	\$7,500.00	\$19.00	\$1,425.00	\$30.00	\$2,250.00	\$75.00	\$5,625.00	\$87.40	\$6,555.00	\$185.00	\$13,875.00
\$25.00	\$1,000.00	\$26.00	\$1,040.00	\$80.00	\$3,200.00	\$100.00	\$4,000.00	\$88.12	\$3,524.80	\$362.00	\$14,480.00
\$500.00	\$7,000.00	\$350.00	\$4,900.00	\$900.00	\$12,600.00	\$865.00	\$12,110.00	\$850.61	\$11,908.54	\$1,394.00	\$19,516.00
\$1,400.00	\$16,800.00	\$3,400.00	\$40,800.00	\$1,500.00	\$18,000.00	\$2,400.00	\$28,800.00	\$3,001.45	\$36,017.40	\$1,600.00	\$19,200.00
\$3,150.00	\$37,800.00	\$4,500.00	\$54,000.00	\$4,800.00	\$57,600.00	\$4,350.00	\$52,200.00	\$6,392.50	\$76,710.00	\$2,616.00	\$31,392.00
\$500.00	\$6,000.00	\$125.00	\$1,500.00	\$785.00	\$9,420.00	\$800.00	\$9,600.00	\$793.95	\$9,527.40	\$1,264.00	\$15,168.00
\$1,500.00	\$1,500.00	\$3,600.00	\$3,600.00	\$2,000.00	\$2,000.00	\$1,600.00	\$1,600.00	\$3,076.32	\$3,076.32	\$4,185.00	\$4,185.00
\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00	\$7,500.00	\$7,500.00	\$3,200.00	\$3,200.00	\$2,616.00	\$2,616.00	\$12,663.00	\$12,663.00
\$4.00	\$14,000.00	\$12.00	\$42,000.00	\$3.50	\$12,250.00	\$4.00	\$14,000.00	\$6.20	\$21,700.00	\$4.18	\$14,630.00
\$2.00	\$3,500.00	\$8.00	\$14,000.00	\$2.50	\$4,375.00	\$3.00	\$5,250.00	\$6.03	\$10,552.50	\$5.00	\$8,750.00
\$1.00	\$850.00	\$7.00	\$5,950.00	\$2.00	\$1,700.00	\$2.00	\$1,700.00	\$5.92	\$5,032.00	\$3.00	\$2,550.00
	\$200,720.00		\$219,015.00		\$220,695.00		\$229,500.00		\$279,656.96		\$342,734.00
	\$200,720.00		\$219,015.00		\$220,695.00		\$229,500.00		\$279,656.96		\$342,734.00

EXHIBIT B

Bid Schedule Packet (Page A-12 and Pages C-5 through C-12)

[Attached]

BID BOND

PROJECT NO. 453

AMAR ROAD STREETLIGHT INSTALLATION FROM AILERON AVENUE TO ECHELON AVENUE

CONTRACT NO. CITY-1453

KNOW ALL MEN BY THESE PRESENTS that we Calpromax Engineering, Inc. as BIDDER, and United States Fire Insurance Company

, a corporation organized and existing under the laws of the State of Delaware, 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 Bid Amount [IN WORDS] dollars (\$10% of the Bid Amount), 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 3rd day of March, 2020.

BIDDER:

SURETY:

Name: Calpromax Engineering, Inc.

Name: United States Fire Insurance Company

Address: 14731 Franklin Avenue, Ste. A
Tustin, CA 92780

Address: 305 Madison Avenue
Morristown, NJ 07962

By: MARIA ARMOGEDA

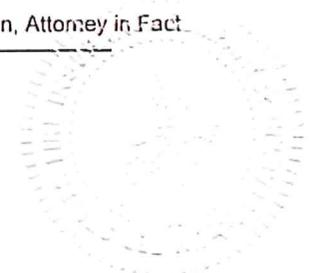
By: Lisa L. Thornton

Signature: *[Handwritten Signature]*

Signature: *[Handwritten Signature]*

Type Name and Title: MARIA ARMOGEDA
PRESIDENT

Type Name and Title: Lisa L. Thornton, 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 ACKNOWLEDGMENT

Civil Code § 1189

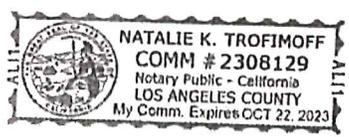
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

On MAR 03 2020, before me, Natalie K. Trofimoff, Notary Public, personally appeared Lisa L. Thornton, 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.



(Seal)

Signature: *Natalie K. Trofimoff*
Natalie K. Trofimoff, Notary Public

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

01687411320

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*C.K. Nakamura, Noemi Quiroz, Maria Pena, Tim M. Tomko, Tiffany Coronado, Jessica Rosser, Natalie K. Trofimoff,
Lisa L. Thornton, Patricia S. Arana*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



A. R. Slimowicz

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the _____ day of _____ 20____

UNITED STATES FIRE INSURANCE COMPANY

YEAR 03 2021

Al Wright

Al Wright, Senior Vice President



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 03/10/2020 before me, D. K. Shah, Notary Public,
(Here insert name and title of the officer)

personally appeared Maria Armogeda,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~/whose name~~(s)~~/is/~~was~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(s)~~, 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.

D. K. Shah
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

BID BOND

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 03/03/2020

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- 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

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
President
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

**SECTION C
BID SCHEDULE**

FOR

CITY OF INDUSTRY
PROJECT NO. 453

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.

AMAR ROAD STREETLIGHT INSTALLATION FROM AILERON AVENUE TO ECHELON AVENUE

CONTRACT NO. CITY-1453

BIDDER: CALPROMAX ENGINEERING, 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 and De-mobilization	1	LS		
2.	Furnish and install 3" DB 100 PVC conduit between pull boxes	1,700	LF		
3.	Furnish and install 1" DB 100 PVC Conduit from pull boxes to street light pole foundations	75	LF		
4.	Furnish and install 3" Schedule 80 PVC Conduit from SCE Riser pole to Metering Service Pedestal	40	LF		
5.	Number 6 Pull Box	14	EA		
6.	Street Light Pole Foundation	12	EA		
7.	Furnish and Install Street Light Pole and Mast Arm	12	EA		
8.	Furnish and install Street Light Luminaire	12	EA		
9.	Metering Service Pedestal Pad	1	EA		
10.	Furnish and install Metering Service Pedestal	1	EA		
11.	Furnish and install 1/0 Aluminum XHHW Cable	3,500	LF		
12.	Furnish and install #2 Aluminum XHHW Cable	1,750	LF		
13.	Furnish and install #6 Aluminum XHHW Cable	850	LF		
				GRAND TOTAL	

I hereby certify that on March 2, 2020, MAX KABANY
(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:

CALPROMAX ENGINEERING, INC.
CONTRACTOR NAME

calpromax@gmail.com
EMAIL ADDRESS

1000028249
DIR #

MARIA ARMOGEDA
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.

- 

(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 10th day of March, 2020.

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

CALPROMAX ENGINEERING, INC.
Bidder

650 N. ROSE DRIVE #186
Mailing Address

PLACENTIA, CA 92870
City/State/Zip

(714) 573-4599
Telephone

(714) 459-7088
Fax


Signature

MARIA ARMOGEDA
Print Name

PRESIDENT
Title

995933 / A , B
License No./Class

08/31/2020
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



CALPROMAX ENGINEERING, INC.



MARIA ARMOGEDA- President/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.

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 03/10/2020 before me, D. K. Shah, Notary Public,
(Here insert name and title of the officer)

personally appeared Maria Armogeda,

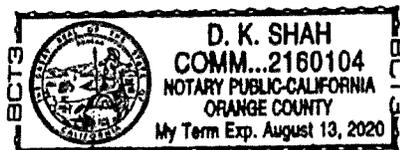
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~/whose name~~(s)~~ is/~~was~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(s)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~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

D. K. Shah
Signature of Notary Public

(Notary 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 _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
President

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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- 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

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

CITY OF INDUSTRY
PROJECT NO. 453

AMAR ROAD STREETLIGHT INSTALLATION FROM AILERON AVENUE TO ECHELON AVENUE

CONTRACT NO. CITY-1453

Maria Armogeda, being first duly sworn, deposes and says that
Name

he or she is President, of Calpromax Engineering, Inc.,
Title Name of Firm

995933
License Number

A , B
Classification

08/31/2020
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.

03/10/2020
DATE

Maria Armogeda
SIGNATURE

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 453

AMAR ROAD STREETLIGHT INSTALLATION FROM AILERON AVENUE TO ECHELON
AVENUE

CONTRACT NO. CITY-1453

CALPROMAX ENGINEERING, 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 checked="" 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

SUBCONTRACTORS LISTING

CITY OF INDUSTRY
PROJECT NO. 453

AMAR ROAD STREETLIGHT INSTALLATION FROM AILERON AVENUE TO ECHELON
AVENUE

CONTRACT NO. CITY-1453

(See Paragraph 14 - Instructions to Bidders)

- Please note that subcontractors are to be submitted online only using the PlanetBids™ software – please attached list of subcontractors if applicable.

Bid Results for Project Amar Road Streetlight Installation from Aileron Avenue to Echelon Avenue (CITY-1453)

Bid Due on March 10, 2020 2:00 PM (Pacific)

Line Totals (Unit Price * Quantity)

Item Num	Description	Measure	Quantity	Calpromax Engineering, Inc. - Unit Price	Calpromax Engineering, Inc. - Line Total
1	Mobilization and De-mobilization	LS	1	\$9,500.00	\$9,500.00
2	Furnish and install 3" DB 100 PVC conduit between pull boxes	LF	1700	\$27.00	\$45,900.00
3	Furnish and install 1" DB 100 PVC Conduit from pull boxes to street light pole foundations	LF	75	\$46.00	\$3,450.00
4	Furnish and install 3" Schedule 80 PVC Conduit from SCE Riser pole to Metering Service Pedestal	LF	40	\$58.00	\$2,320.00
5	Number 6 Pull Box	EA	14	\$1,400.00	\$19,600.00
6	Street Light Pole Foundation	EA	12	\$1,400.00	\$16,800.00
7	Furnish and Install Street Light Pole and Mast Arm	EA	12	\$3,647.00	\$43,764.00
8	Furnish and install Street Light Luminaire	EA	12	\$525.00	\$6,300.00
9	Metering Service Pedestal Pad	EA	1	\$1,700.00	\$1,700.00
10	Furnish and install Metering Service Pedestal	EA	1	\$2,300.00	\$2,300.00
11	Furnish and install 1/0 Aluminum XHHW Cable	LF	3500	\$3.00	\$10,500.00
12	Furnish and install #2 Aluminum XHHW Cable	LF	1750	\$2.00	\$3,500.00
13	Furnish and install #6 Aluminum XHHW Cable	LF	850	\$1.00	\$850.00
				Subtotal	\$166,484.00
				Total	\$166,484.00

EXHIBIT C

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

[Attached]

Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status	Mailing Address	DBA Name	Craft Name
1000028249	CALPROMAX ENGINEERING, INC.	6/8/2018	6/30/2019	Expired	650 N. ROSE DRIVE,#186 PLACENTIA United States of America 92870		
1000028249	CALPROMAX ENGINEERING, INC.	6/1/2017	6/30/2018	Expired	650 N. ROSE DRIVE,#186 PLACENTIA United States of America 92870		
1000028249	CALPROMAX ENGINEERING, INC.	6/29/2016	6/30/2017	Expired	650 N. ROSE DRIVE,#186 PLACENTIA United States of America 92870		
1000028249	CALPROMAX ENGINEERING, INC.	8/18/2015	6/30/2016	Expired	650 N. ROSE DRIVE,#186 PLACENTIA United States of America 92870		
1000028249	CALPROMAX ENGINEERING, INC.	7/1/2019	6/30/2020	Active	650 N. ROSE DRIVE,#186 PLACENTIA United States of America 92870		General Engineering,General Building

Home



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 995933

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 click on link that will appear below for more information. [Click here for a definition of disclosable actions.](#)
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 4/9/2020 11:40:44 AM

Business Information

CALPROMAX ENGINEERING INC
650 N ROSE DR #186
PLACENTIA, CA 92870
Business Phone Number:(714) 573-4599

Entity Corporation
Issue Date 08/20/2014
Expire Date 08/31/2020

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A - GENERAL ENGINEERING CONTRACTOR
- ▶ B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100313113

Bond Amount: \$15,000

Effective Date: 07/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual NIZAR KABBANY 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: 03/13/2019

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the BENCHMARK INSURANCE COMPANY

Policy Number: CST5018002

Effective Date: 12/16/2019

Expire Date: 12/16/2020

[Workers' Compensation History](#)

Other

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

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: CITY-1453– Amar Road Streetlight Installation from Aileron Avenue to Echelon Avenue

Project Location - Specific: Amar Road

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

Description of Project: Install streetlights on the south side of the street.

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
- 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 of the CEQA Regulations in which the minor alteration of existing public or private structures or facilities involve negligible or no expansion of existing use. This project will install streetlights along an existing roadway within the project limits described above. The project will not expand the existing use of the roadway but improve the safety. Improvements to the roadway will be limited to removal and replacement of the existing sidewalk, in kind, to facilitate installation of the streetlight poles.

Lead Agency

Contact Person: Joshua Nelson Telephone: (626) 333-2211

Signature: _____ Date: April 23, 2020

Title: City Engineer

CITY COUNCIL

ITEM NO. 6.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*
James Cramsie, Director of Engineering, CNC Engineering

DATE: April 23, 2020

SUBJECT: Consideration of authorization to advertise for public bids for Temple Avenue Dual Right Turn to Azusa Avenue Street Modification Improvements for an estimated cost of \$670,000.00 (CITY-1458/MP 11-02)

Background:

Staff have prepared plans and specifications for the above project. This project will be implemented as CITY-1458 subject to the approval by the City Council. The level of service for the intersection has deteriorated due to increased traffic volume. A traffic study was conducted and the resulting recommendation is to increase the capacity of the dedicated eastbound Temple Avenue right turn lane by increasing the length and providing dual right turn lanes. These improvements will provide better vehicular traffic movement and enhance pedestrian safety in the intersection.

Discussion:

Staff have prepared the plans, specifications and engineer's estimate for the project. The scope of work involves construction of dual right turn pockets from eastbound Temple Avenue to southbound Azusa Avenue. The work also includes removing the existing AC pavement and reconstructing it with PCC pavement, widening of the curb return for better traffic movement and safety, traffic signal modifications, and signing and striping. The engineer's estimate for the work is \$670,000.00.

Fiscal Impact:

The engineer's estimate for this project is \$670,000.00. In Fiscal Year 19-20 CIP adopted budget, \$160,000 was allocated for this project. It is estimated that this project will begin construction in FY 20-21 and budget will be allocated in the FY 20-21 CIP budget.

Recommendation:

Staff recommends that the City Council approve the plans and specifications and authorize the solicitation of public bids.

Exhibits:

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

TH/JN/AL:jf

EXHIBIT A

Notice Inviting Bids

[Attached]

FOR PUBLICATION

NOTICE INVITING BIDS FOR:

**CITY OF INDUSTRY
PROJECT NO. 458**

**TEMPLE AVENUE DUAL RIGHT TURN TO AZUSA AVENUE STREET MODIFICATION
IMPROVEMENTS**

CONTRACT NO. CITY-1458

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **11:00 A.M. on April 28, 2020**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <https://www.planetbids.com/portal/portal.cfm?CompanyID=29042>.

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 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: Construction of dual right turn pockets from eastbound Temple Avenue to southbound Azusa Avenue. The work includes removing existing AC pavement and reconstructing with PCC pavement; widening of the curb return, traffic signal modifications, and signing a

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.

**CITY OF INDUSTRY
PROJECT NO. 458**

**TEMPLE AVENUE DUAL RIGHT TURN TO AZUSA AVENUE STREET MODIFICATION
IMPROVEMENTS**

CONTRACT NO. CITY-1458

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 **April 23, 2020**

Julie Gutierrez-Robles, City Clerk

EXHIBIT B

Engineer's Estimate

[Attached]

ESTIMATE FOR:

CITY OF INDUSTRY

PROJECT NO. MP 11-02

TEMPLE AVENUE DUAL RIGHT TURN TO AZUSA AVENUE STREET
MODIFICATION IMPROVEMENTS

CONTRACT NO. CITY-1458

ENGINEER'S ESTIMATE
\$670,000.00

EXHIBIT C

Section A – Pages A-1 through A-8

[Attached]

SECTION A

**CITY OF INDUSTRY
PROJECT NO. 458**

TEMPLE AVENUE DUAL RIGHT TURN TO AZUSA AVENUE STREET
MODIFICATION IMPROVEMENTS

CONTRACT NO. CITY-1458

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **11:00 A.M.** on **April 28, 2020**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <https://www.planetbids.com/portal/portal.cfm?CompanyID=29042>.

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 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: Construction of dual right turn pockets from eastbound Temple Avenue to southbound Azusa Avenue. The work includes removing existing AC pavement and reconstructing with PCC pavement; widening of the curb return, traffic signal modifications, and signing a

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.

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-1458 - TEMPLE AVENUE DUAL RIGHT TURN TO AZUSA AVENUE STREET MODIFICATION IMPROVEMENTS, 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. The above bonds shall be secured by a surety company satisfactory to the CITY, and licensed as a Surety Insurer in the State of California and rated at least B+:V in the latest "Best's Insurance Guide." The attached bond forms shall be used without exception.

CONTRACTOR

INSURANCE

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

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

Contractor shall provide the following types and amounts of insurance:

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

General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$5,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

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

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

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

Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

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

Other provisions or requirements:

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

Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/Noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the

City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's risk manager.

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

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

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

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

Additional Insured Status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be

additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

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

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

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

City's Right to Revise Requirements. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

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

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

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

EXPERIENCE AND SAFETY

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

PREVAILING WAGES

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

CONTRACTOR REGISTRATION PROGRAM

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

LABOR COMPLIANCE MONITORING AND ENFORCEMENT

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

AGREEMENT

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

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

SURETY BONDS

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

By the order of the **CITY OF INDUSTRY** dated **April 23, 2020**.

Julie Gutierrez-Robles, City Clerk

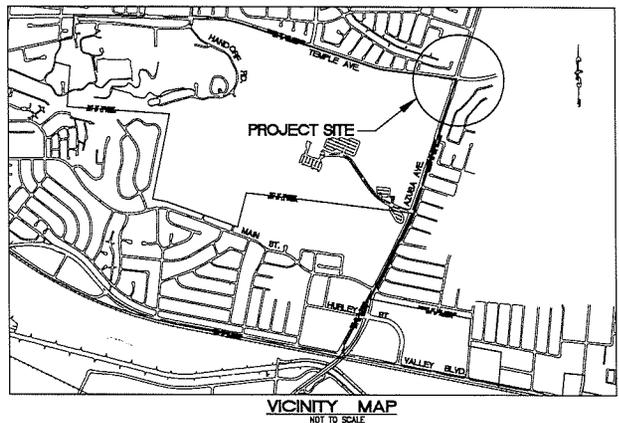
EXHIBIT D

Reduced Set of Project Plans

[Attached]

CITY OF INDUSTRY IMPROVEMENT PROJECT NO. 1102

TEMPLE AVE. DUAL RIGHT TURN TO AZUSA AVE. STREET MODIFICATION IMPROVEMENTS CONTRACT NO. MP 11-02



GENERAL NOTES

1. UNLESS OTHERWISE NOTED, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2018 EDITION WITH ALL CURRENT SUPPLEMENTS, PUBLISHED BY BUILDING NEWS INC., LOCATED AT 3055 OVERLAND AVE., LOS ANGELES AND APPROPRIATE STANDARD DRAWINGS.
2. PRIOR TO BEGINNING OF ANY WORK, OBTAIN A PERMIT FROM THE CITY OF INDUSTRY, 15651 E. STAFFORD STREET, CITY OF INDUSTRY, CA 91744, (626) 333-2211.
3. ALL WORK COVERED BY THIS PLAN SHALL BE INSPECTED BY THE CITY ENGINEER. REQUEST FOR INSPECTION SERVICE SHALL BE MADE 24-HOURS IN ADVANCE AT (626) 333-0204.
4. STREET IMPROVEMENT CONSTRUCTION SHALL BE DONE ACCORDING TO THE STANDARD PLANS, LATEST EDITION, OF THE CITY OF INDUSTRY, AVAILABLE AT THE OFFICE OF THE CITY ENGINEER AT 15651 E. STAFFORD STREET, CITY OF INDUSTRY, CA 91744.
5. WORK IN EXISTING STREETS SHALL BE COMPLETED AS SOON AS POSSIBLE TO MINIMIZE INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND THE TRAVELING PUBLIC. FAILURE TO COMPLY WITH THIS REQUIREMENT IS A VIOLATION OF CITY ORDINANCE.
6. THE CONTRACTOR SHALL NOTIFY THE LOS ANGELES COUNTY FIRE DEPARTMENT (626) 866-1878 AND THE LOS ANGELES SHERIFF DEPARTMENT (626) 330-3322 AT THE CITY OF INDUSTRY SUBSTATION AT LEAST 48-HOURS PRIOR TO START OF WORK.
7. ALL UTILITY TRENCHES IN PUBLIC STREETS OR FUTURE PUBLIC STREETS SHALL BE BACKFILLED WITH A CLEAN GRANULAR MATERIAL HAVING A MINIMUM SAND EQUIVALENT OF 30. BACKFILL SHALL BE COMPACTED TO A MINIMUM RELATIVE DENSITY OF 90 PERCENT.
8. THE OPTION OF USING SLAG OR CRUSHED MISC. BASE (CMB) IN LIEU OF CRUSHED AGGREGATE BASE FOR ANY STREET IMPROVEMENT IS NOT ALLOWED.
9. EXISTING CONCRETE IMPROVEMENTS AND ASPHALT CONCRETE PAVEMENT SHALL BE SAW CUT, FULL DEPTH, TO A TRUE LINE WHERE NEW CONCRETE OR ASPHALT IS TO JOIN.
10. ALL MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE IN ACCORDANCE WITH SECTION 403 OF THE STANDARD SPECIFICATIONS. CONTRACTOR SHALL NOTIFY COUNTY SANITATION DISTRICT OF LOS ANGELES COUNTY (CSO), SUPERINTENDENT OF MAINTENANCE AT (213) 774-7772 A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK IN THE AREA OF THEIR MANHOLES. CONTRACTOR SHALL ASSIST IN THE ADJUSTMENT OF MANHOLES IN ACCORDANCE WITH THEIR PROCEDURES, LATEST EDITION.
11. THE CONTRACTOR SHALL PROTECT AND RESTORE EXISTING UTILITIES AND IMPROVEMENTS AS PER SECTION 400, 402-1 AND 402-2 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES OF EVERY NATURE WHETHER SHOWN HEREON OR NOT TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF SAID UTILITIES DAMAGED BY OPERATIONS IN CONNECTION WITH THE PROSECUTION OF THE WORK.
13. 48-HOURS PRIOR TO ANY STREET WORK, THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT AT 1 (800) 422-4133 AND OBTAIN AN INDUSTRY IDENTIFICATION NUMBER.
14. THE FOLLOWING IS A LIST OF THE UTILITY COMPANIES AND THE PERSONS TO CONTACT REGARDING THE RESPECTIVE UTILITIES WITHIN THE LIMITS OF THIS PROJECT:

MR. JIM BOLLER FRONTIER CALIFORNIA, INC.	(906) 466-8369
MR. MICHAEL COVARRUBAS SCL CALIFORNIA GAS COMPANY	(714) 634-3040
MR. MICHAEL BYRD SCL CALIFORNIA EDISON COMPANY	(909) 592-3725
MR. WARLEY NAIGAN SUBURBAN WATER SYSTEMS	(626) 543-2872
MR. BERT SPIVEY SQUARE ROOT FOR IRRIGATION & LANDSCAPING	(626) 633-0905
15. ANY CONTRACTOR OR SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.

CONSTRUCTION NOTES

1. SAWCUT AND REMOVE EXISTING AC PAVEMENT INCLUDING BASE (8" AC ON 6" C&G)
2. REMOVE EXISTING PCC PAVEMENT INCLUDING BASE.
3. REMOVE EXISTING TYPE A2 CURB AND GUTTER INCLUDING BASE.
4. REMOVE EXISTING PCC WALK WITH 4" OF CURB INCLUDING RAMP AND BASE.
5. REMOVE EXISTING PEDESTRIAN RAMP.
6. REMOVE TREE.
7. REFURBISH EXISTING EFFECTED LANDSCAPING TO BLEND EXISTING TO NEW IMPROVEMENT AND INCLUDE REFURBISHMENT OF IRRIGATION SYSTEM.
8. CONSTRUCT TYPE A2 CURB AND GUTTER AS PER CITY OF INDUSTRY STD. PLAN 112 INCLUDING BASE ON 12" DEEP OVER-EXCAVATION AND ENGINEERED FILL. PROVIDE KEY WAY IN THE NEW CURB AND GUTTER PER DETAIL ON SHEET 3, WHERE NEW PCC PAVEMENT IS TO BE CONSTRUCTED.
9. CONSTRUCT PCC WALK PER CITY OF INDUSTRY STD. PLAN 115, W-SEE PLAN.
10. CONSTRUCT PEDESTRIAN RAMP, CASE 1, AS PER CITY OF INDUSTRY STD. PLAN 116 INCLUDING BASE. RAMP SHALL INCLUDE DETECTABLE WARNING SURFACE AS PER CALTRANS AB8A - CURB RAMP DETAIL.
11. CONSTRUCT 7" ASPHALT CONCRETE (TYPE C2-PG 84-10) OVER 28" CRUSHED AGGREGATE BASE.
12. CONSTRUCT 8" PCC PAVEMENT ON 12" CRUSHED AGGREGATE BASE WITH CONTACT JOINT WITH KEY WAY AND THE BAR PER PER SPPWC 134-2. CONCRETE PAVEMENT JOINT DETAILS AND WHERE IT WILL JOIN EXISTING PCC PAVEMENT OR EXISTING GUTTER, THE CONTACT JOINT SHALL BE PER DETAIL 1 ON SHEET 2. AT NEW STREET PAVEMENT AREA, CONSTRUCT 24" DEEP OVER-EXCAVATION & ENGINEERED FILL UNDER THE PCC PAVEMENT SECTION.
13. CONSTRUCT PCC CURB, C1-24" OR VARIES AS SHOWN ON THE PLAN PER DETAIL, 2 OF SHEET 2.
14. GRADE AS SHOWN ON THE IMPROVEMENT PLAN AND APPLICABLE SECTIONS AND DETAIL.
15. INSTALL LANDSCAPING AND IRRIGATION SYSTEM TO MATCH THE ADJACENT AREA.
16. CONSTRUCT 4" PCC CURB PER CITY OF INDUSTRY STANDARD PLAN NO. 112, TYPE A1.
17. ADJUST EXISTING PARKWAY DRAIN INLET TO FINISHED GRADE.

INDEX OF DRAWINGS

CONTRACT DRAWING	SHEET NO.	DESCRIPTION
1 OF 7	1 OF 5	TITLE SHEET, VICINITY MAP, GENERAL NOTES, CONSTRUCTION NOTES, SPPWC NOTES, STANDARD DRAWINGS, NOTICE TO CONTRACTOR
2 OF 7	2 OF 5	SECTIONS AND DETAILS
3 OF 7	3 OF 5	REMOVAL PLAN
4 OF 7	4 OF 5	IMPROVEMENT PLAN
5 OF 7	5 OF 5	S&E STREET LIGHTING RELOCATION PLAN
6 OF 7	1 OF 1	SIGNING AND STRIPING PLAN
7 OF 7	1 OF 1	TRAFFIC SIGNAL MODIFICATION PLAN

LEGEND

<ul style="list-style-type: none"> ⊙ EXIST POWER POLE ⊙ EXIST TELEPHONE POLE ⊙ EXIST SIGN ⊙ EXIST PULL BOX ⊙ EXIST STREET LIGHT ⊙ EXIST FIRE HYDRANT ⊙ EXIST WATER VALVE ⊙ EXIST TELEPHONE MANHOLE ⊙ EXIST SEWER MANHOLE ⊙ EXIST DRAIN MANHOLE ⊙ EXIST TRAFFIC SIGNAL ⊙ EXIST GUY ANCHOR ⊙ EXIST DRIVEWAY ⊙ EXIST C & G — NEW GAS — EXIST GAS LINE — EXIST SEWER LINE — EXIST WATER LINE — EXIST DRAIN LINE — EXIST TELEPHONE LINE — EXIST SCE LINE — EXIST STREET LIGHTING CONDUIT — STREET R/W 	<ul style="list-style-type: none"> TD TOP OF CURB FL FLOW LINE GB GRADE BREAK C&G CURB AND GUTTER CF CURB FACE CB CATCH BASIN AC ASPHALT CONCRETE CAS CRUSHED AGGREGATE BASE PCC PORTLAND CEMENT CONCRETE DRIVEWAY BW BACK OF WALK (000) EXISTING ELEVATION 000 PROPOSED ELEVATION ⊙ CONSTRUCTION NOTE EXIST PCC SIDEWALK NEW PCC WALK & PAVEMENT EXIST TREE NEW TREE NEW AC PAVEMENT COLD MILL AND AC OVERLAY
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SPECIAL NOTES

- ⊙ EXIST. STREET LIGHTS, POWER LINE, SCE VALVE TO BE RELOCATED/ADJUSTED TO GRADE BY SOUTHERN CALIFORNIA EDISON CO. PER SEE PLANS.
- ⊙ EXIST. WATER METER BOX, VALVE CAN & HYDRANT TO BE REMOVED OR ADJUSTED BY SUBURBAN WATER SYSTEMS.
- ⊙ PROTECT IN PLACE.

STANDARD DRAWINGS

NO.	TITLE
CITY OF INDUSTRY STANDARD PLANS	
112	CURB AND GUTTER
115	SEWALK
116	PEDESTRIAN RAMP, CASE 1
134-2	S.P.P.W.C. STANDARD PLAN
	CALTRANS STANDARD PLAN
AB8A	CURB RAMP DETAIL

NOTICE TO CONTRACTOR

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

BENCHMARK
B.M. C-77 ELEV. 389.922' (NGVD 1929)
1 & 8 IN. X 12 IN. @ 4 FT. E BOX
@ N.E. COR. TEMPLE AVE. & MANGATE AVE. (S.W.)



NO.	DATE	REVISIONS	CHK. BY



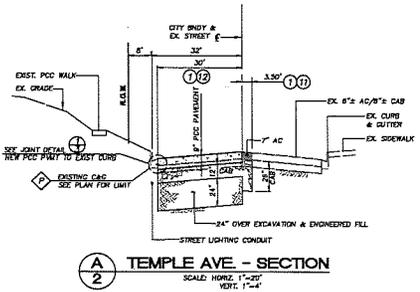
CITY OF INDUSTRY
INCORPORATED JUNE 18, 1957
P.O. Box 3386, City of Industry, California 91744
Administrative Offices: 15651 E. Stafford Street
(626) 333-2211



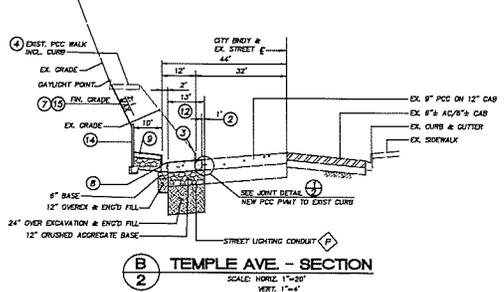
Prepared by:
ACNC
225 N. Hollywood Blvd. | Ste 222
City of Industry | CA | 91744
P | 626.333.0200
www.acnc-engineers.com

CITY OF INDUSTRY			
APPROVED BY:	DATE:	CITY ENGINEER	DATE:
TEMPLE AVE. DUAL RIGHT TURN TO AZUSA AVE. STREET MODIFICATION IMPROVEMENTS			
TITLE SHEET, VICINITY MAP, GENERAL NOTES, CONSTRUCTION NOTES, SPECIAL NOTES, STANDARD DRAWINGS, INDEX OF DRAWINGS, NOTICE TO CONTRACTOR AND LEGEND			
DESIGNED BY: R.J.	CHECKED BY: E.P.	JOB NO. MP 11-02 SHEET 1 OF 5	
DRAFTED BY: E.C.	DATE: FEBRUARY 2020	DATE:	

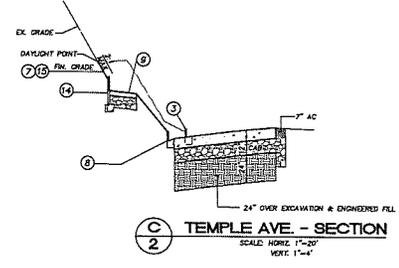
1. THESE SECTIONS AND DETAILS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF INDUSTRY STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.



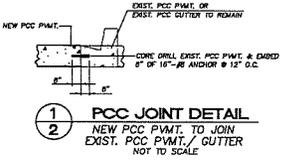
A
2
TEMPLE AVE - SECTION
SCALE: HORIZ. 1"=20'
VERT. 1"=4'



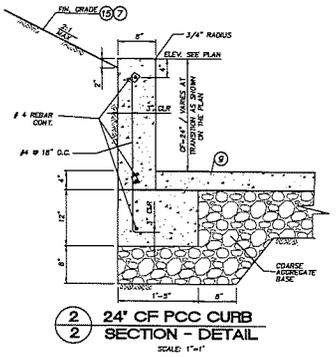
B
2
TEMPLE AVE - SECTION
SCALE: HORIZ. 1"=20'
VERT. 1"=4'



C
2
TEMPLE AVE - SECTION
SCALE: HORIZ. 1"=20'
VERT. 1"=4'



1
2
PCC JOINT DETAIL
NEW PCC PAVT. TO JOIN EXIST. PCC PAVT./ GUTTER NOT TO SCALE



2
2
24\"/>

CONSTRUCTION NOTES

1. REMOVE EXISTING AC PAVEMENT INCLUDING BASE (6" AC ON 6" CAB)
2. REMOVE EXISTING PCC PAVEMENT INCLUDING BASE.
3. REMOVE EXISTING TYPE A2 CURB AND GUTTER INCLUDING BASE.
4. REMOVE EXISTING PCC WALK WITH 4" OF CURB INCLUDING RAMP AND BASE.
7. REFINISH EXISTING EFFECTED LANDSCAPING TO BLEND EXISTING TO NEW IMPROVEMENT AND INCLUDE REFINISHMENT OF IRRIGATION SYSTEM.
8. CONSTRUCT TYPE A2 CURB AND GUTTER AS PER CITY OF INDUSTRY STD. PLAN 112 INCLUDING BASE ON 12" DEEP OVER-EXCAVATION AND ENGINEERED FILL. PROVIDE KEY WAY IN THE NEW CURB AND GUTTER PER DETAIL ON SHEET 3. WHERE NEW PCC PAVEMENT IS TO BE CONSTRUCTED.
9. CONSTRUCT PCC WALK PER CITY OF INDUSTRY STD. PLAN 115, W/USE PLAN.
10. CONSTRUCT 7" ASPHALT CONCRETE (TYPE C2-PG 84-10) OVER 28" CRUSHED AGGREGATE BASE.
12. CONSTRUCT 8" PCC PAVEMENT ON 12" CRUSHED AGGREGATE BASE WITH CONTACT JOINT WITH KEY WAY AND TE BAR PER PER SPPG 134-2. CONCRETE PAVEMENT JOINT DETAILS AND WHERE IT WILL JOIN EXISTING PCC PAVEMENT OR EXISTING GUTTER, THE CONTACT JOINT SHALL BE PER DETAIL 1 ON SHEET 2. AT NEW STREET PAVEMENT AREA, CONSTRUCT 24" DEEP OVER-EXCAVATION & ENGINEERED FILL UNDER THE PCC PAVEMENT SECTION.
14. CONSTRUCT PCC CURB, 24" OR VARIES AS SHOWN ON THE PLAN PER DETAIL 2 OF SHEET 2.
15. GRADE AS SHOWN ON THE IMPROVEMENT PLAN AND APPLICABLE SECTIONS AND DETAIL.

B.M. C-77 ELEV. 389.822 (NGVD 1928)
 L & SPK, N. CO., 5 FT. E. 809 @ N.E. COR. TEMPLE AVE. & MANGATE AVE. MKD. (BM).

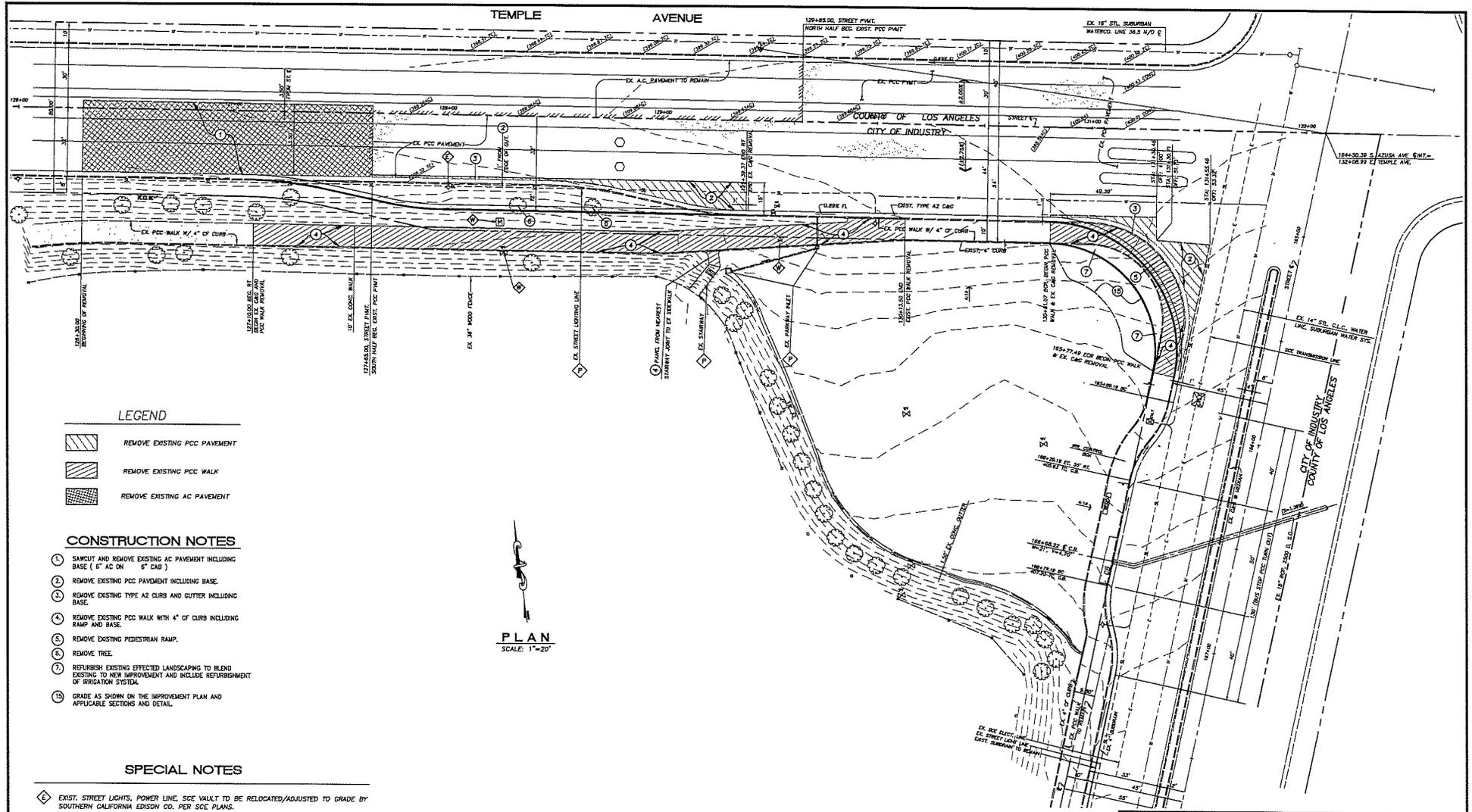
NO.	DATE	REVISIONS	DC. BY



Prepared by:
CNC
 ENGINEERING
 CONSULTING CIVIL ENGINEERS - SURVEYORS
 255 N. Hacienda Blvd., Ste. 222
 City of Industry, Ca. 91744
 Phone (925) 333-8336
 Fax (925) 336-7078
 JAMES R. CRANSIE, R.C.E. 19795 DATE: _____

CITY OF INDUSTRY			
APPROVED BY:		DATE:	
JOSHUA NELSON, PE		CITY ENGINEER	
TEMPLE AVE. DUAL RIGHT TURN TO AZUSA AVE STREET MODIFICATION IMPROVEMENTS			
SECTIONS AND DETAILS			
DESIGN BY: P.J.	CHECKED BY: E.P.	JOB NO.: MP 11-02	SHT. 2 OF 5
DRAWN BY: E.G.	DATE: FEBRUARY 2009		
CONTRACT DRAWING 2 OF 7			

CONTRACT NO.: MP-11-02



LEGEND

	REMOVE EXISTING PCC PAVEMENT
	REMOVE EXISTING PCC WALK
	REMOVE EXISTING AC PAVEMENT

CONSTRUCTION NOTES

- 1) SAWCUT AND REMOVE EXISTING AC PAVEMENT INCLUDING BASE (6" AC ON 6" C&G)
- 2) REMOVE EXISTING PCC PAVEMENT INCLUDING BASE.
- 3) REMOVE EXISTING TYPE A2 CURB AND CUTTER INCLUDING BASE.
- 4) REMOVE EXISTING PCC WALK WITH 4" OF CURB INCLUDING RAMP AND BASE.
- 5) REMOVE EXISTING PEDESTRIAN RAMP.
- 6) REMOVE TREE.
- 7) REFURBISH EXISTING EFFECTED LANDSCAPING TO BLEND EXISTING TO NEW IMPROVEMENT AND INCLUDE REFURBISHMENT OF IRRIGATION SYSTEM.
- 10) GRADE AS SHOWN ON THE IMPROVEMENT PLAN AND APPLICABLE SECTIONS AND DETAIL.

SPECIAL NOTES

- ⬠ EXIST. STREET LIGHTS, POWER LINE, SCE VAULT TO BE RELOCATED/ADJUSTED TO GRADE BY SOUTHERN CALIFORNIA EDISON CO. PER SCE PLANS.
- ⬠ EXIST. WATER METER BOX, VALVE CAN & HYDRANT TO BE REMOVED OR ADJUSTED BY SUBURBAN WATER SYSTEMS.
- ⬠ PROTECT IN PLACE.

PLAN
SCALE: 1"=20'

B.M. C-77 ELEV. 288.8227 (NGVD 1922)

L & SPK, N. CO. OF FT. E. BOX # N.E.
COR. TEMPLE AVE. & MANGATE AVE.
MND. (24).

NO.	DATE	REVISIONS	BY

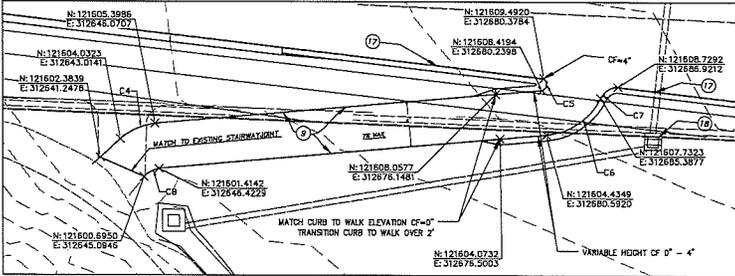
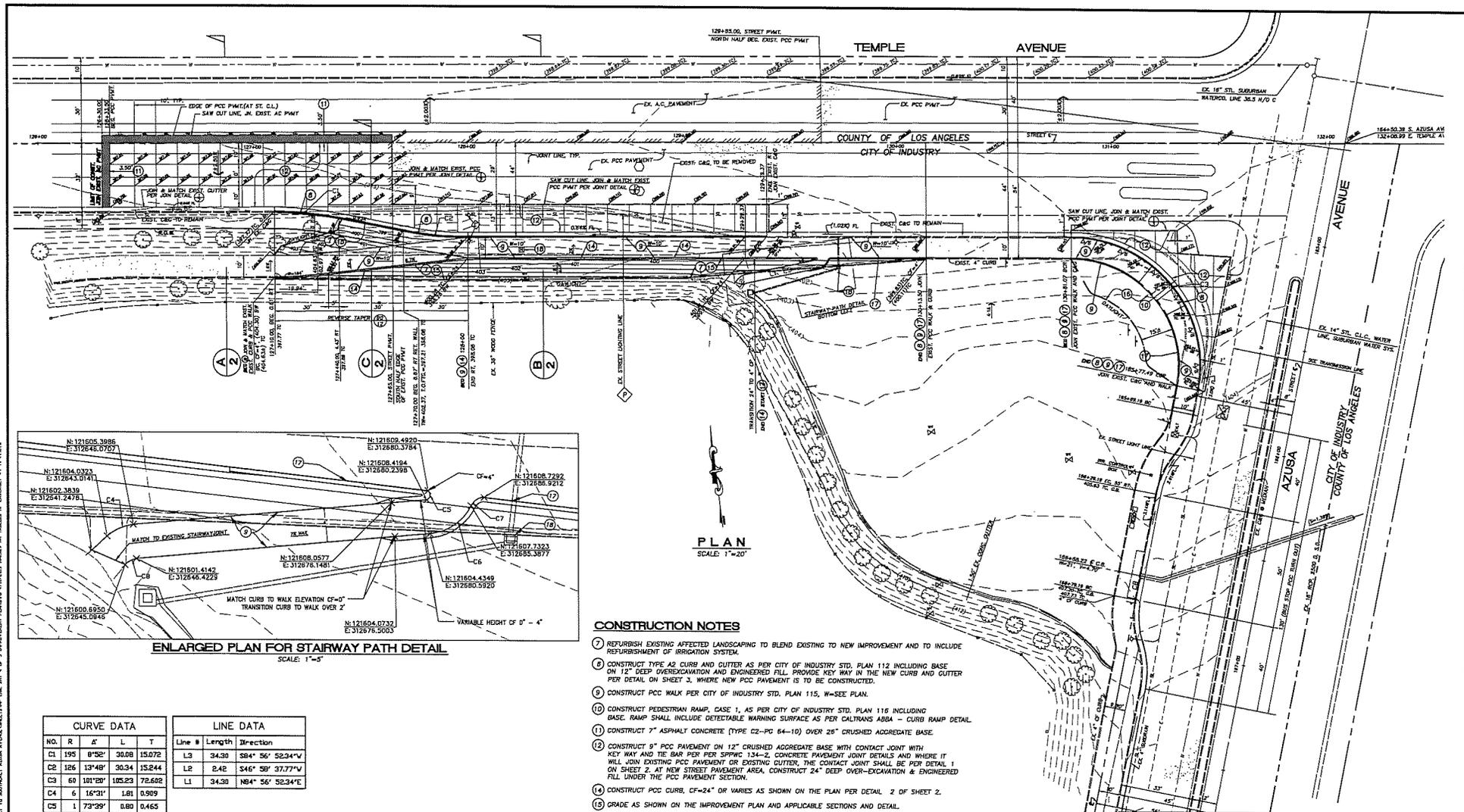


Prepared by:
CNC
ENGINEERING
Consulting Civil Engineers - Surveyors
255 N. Hollywood Blvd., Ste. 222
City of Industry, Ca. 91744
Phone (626) 333-0339
Fax (626) 333-7075

CITY OF INDUSTRY	
APPROVED BY:	DATE:
JOSHUA NELSON, PE CITY ENGINEER	
TEMPLE AVE DUAL RIGHT TURN TO AZUSA AVE STREET MODIFICATION IMPROVEMENTS	
REMOVAL PLAN	
DESIGN BY: J.R.	CHECKED BY: E.P.
DRAWN BY: E.C.	DATE: FEBRUARY 2008
JAMES R. CRANSIE, R.C.E. 50765	DATE:
JOB NO.: MP 11-02	SHT. 3 OF 5

CONTRACT DRAWING 3 OF 7

CONTRACT NO.: MP-11-02



ENLARGED PLAN FOR STAIRWAY PATH DETAIL
SCALE: 1"=5'

PLAN
SCALE: 1"=20'

CURVE DATA				
NO.	R	Δ	L	T
C1	195	8°52'	30.08	15.072
C2	126	13°48'	30.34	15.244
C3	60	10°28'	185.23	72.682
C4	6	16°31'	1.81	0.989
C5	1	72°39'	0.80	0.465
C6	6	19°19'	2.00	1.010
C7	2	18°24'	0.54	0.272
C8	2	35°41'	1.54	0.793

LINE DATA		
Line #	Length	Direction
L3	34.30	S84° 56' 52.34"V
L2	2.48	S46° 58' 27.77"V
L1	34.30	N84° 56' 52.34"E

CONSTRUCTION NOTES

- ① REFURBISH EXISTING AFFECTED LANDSCAPING TO BLEND EXISTING TO NEW IMPROVEMENT AND TO INCLUDE REFURBISHMENT OF IRRIGATION SYSTEM.
- ② CONSTRUCT TYPE A2 CURB AND CUTTER AS PER CITY OF INDUSTRY STD. PLAN 112 INCLUDING BASE ON 12" DEEP OVER-EXCAVATION AND ENGINEERED FILL. PROVIDE 100' WAY IN THE NEW CURB AND CUTTER PER DETAIL ON SHEET 3, WHERE NEW PCC PAVEMENT IS TO BE CONSTRUCTED.
- ③ CONSTRUCT PCC WALK PER CITY OF INDUSTRY STD. PLAN 115, W-SEE PLAN.
- ④ CONSTRUCT PEDESTRIAN RAMP, CASE 1, AS PER CITY OF INDUSTRY STD. PLAN 118 INCLUDING BASE, RAMP SHALL INCLUDE DETECTABLE WARNING SURFACE AS PER CALTRANS AB8A - CURB RAMP DETAIL.
- ⑤ CONSTRUCT 7" ASPHALT CONCRETE (TYPE G2-PC 64-10) OVER 26" CRUSHED AGGREGATE BASE.
- ⑥ CONSTRUCT 9" PCC PAVEMENT ON 12" CRUSHED AGGREGATE BASE WITH CONTACT JOINT WITH KEY WAY AND TIE BAR PER PER SPPWC 1.34-2. CONCRETE PAVEMENT JOINT DETAILS AND WHERE IT WILL JOIN EXISTING PCC PAVEMENT OR EXISTING CUTTER, THE CONTACT JOINT SHALL BE PER DETAIL 1 ON SHEET 2. AT NEW STREET PAVEMENT AREA, CONSTRUCT 24" DEEP OVER-EXCAVATION & ENGINEERED FILL UNDER THE PCC PAVEMENT SECTION.
- ⑦ CONSTRUCT PCC CURB, CF=24" OR VARIES AS SHOWN ON THE PLAN PER DETAIL 2 OF SHEET 2.
- ⑧ GRADE AS SHOWN ON THE IMPROVEMENT PLAN AND APPLICABLE SECTIONS AND DETAIL.
- ⑨ INSTALL LANDSCAPING AND IRRIGATION SYSTEM TO MATCH THE ADJACENT AREA.
- ⑩ CONSTRUCT 4" PCC CURB PER CITY OF INDUSTRY STANDARD PLAN NO. 112, TYPE A1
- ⑪ ADJUST EXISTING PARKWAY DRAIN INLET TO FINISHED GRADE

B.M. C-77. ELEV. 389.922'(NGVD 1929)

L & SPK N. CB. 6 FT. E. BCR @ N.E. COR. TEMPLE AVE. & WANGATE AVE. (B.M.)

NO.	DATE	REVISIONS	OK BY



Prepared by:
CNC
ENGINEERING
235 N. Hochstadt Blvd., Ste. 222
City of Industry, CA 91744
Phone (925) 333-0330
Fax (925) 338-0276
James R. Cramsie, R.C.E. 0878C

CITY OF INDUSTRY

APPROVED BY: _____ DATE: _____
JOSHUA NELSON, PE CITY ENGINEER

TEMPLE AVE DUAL RIGHT TURN TO AZUSA AVE STREET MODIFICATION IMPROVEMENTS

IMPROVEMENT PLAN

DESIGN BY: R.I. CHECKED BY: E.P.
DRAWN BY: E.C. DATE: FEBRUARY 2020

JOB NO.: MP 11-02 SHT. 4 OF 5

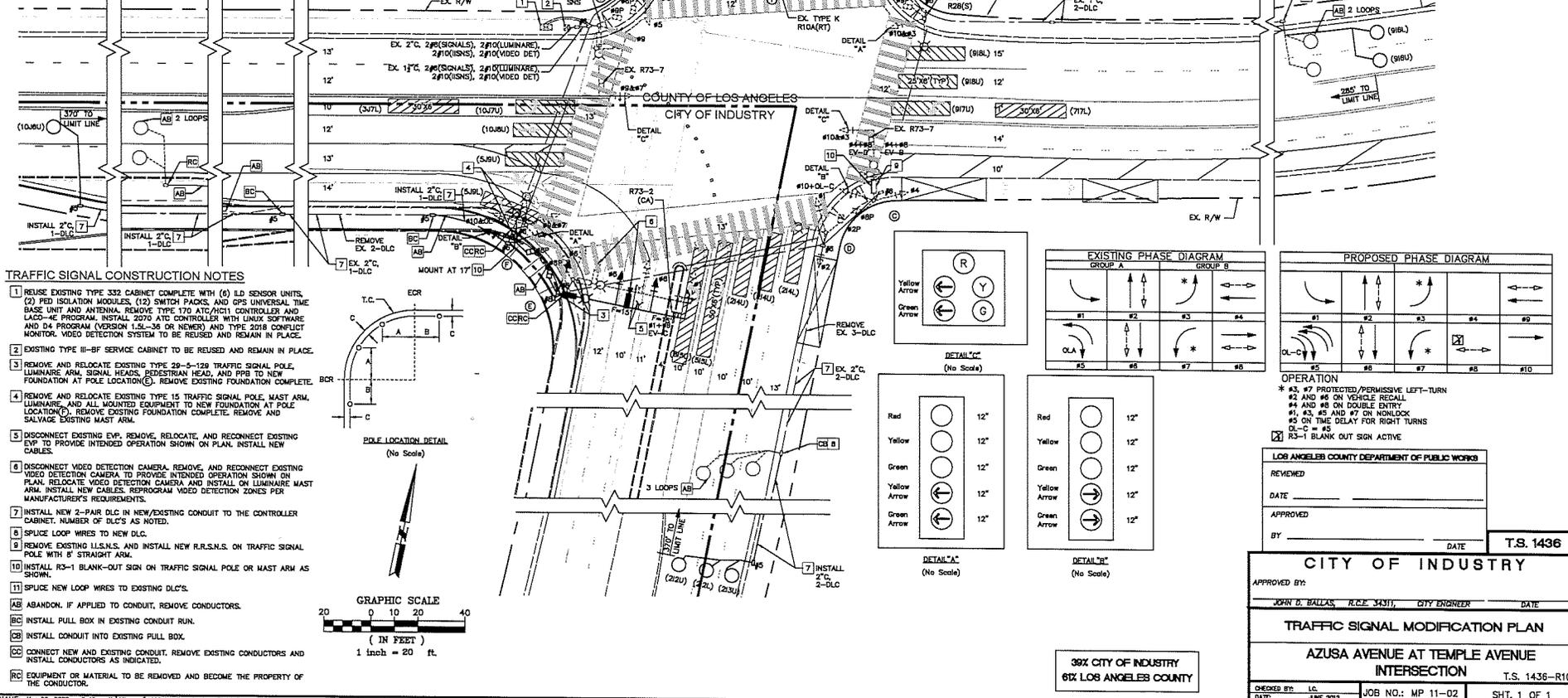
CONTRACT NO.: MP-11-02

GENERAL NOTES:

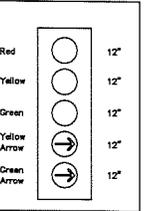
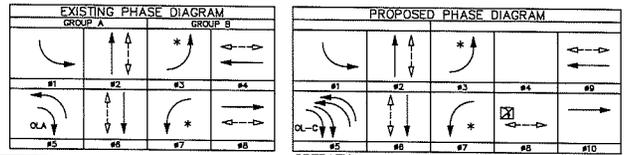
- TRAFFIC SIGNAL, LIGHTING AND ELECTRICAL SYSTEMS SHALL CONFORM TO THE LOS ANGELES COUNTY STANDARDS WHICH INCLUDE THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2004 EDITION, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK), 2012 EDITION; AND THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS TRAFFIC SIGNAL CONTROL EQUIPMENT SPECIFICATIONS, LATEST EDITION, UNLESS OTHERWISE NOTED ON THE PLAN OR IN THE SPECIAL PROVISIONS.
- ALL MATERIALS AND EQUIPMENT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
- ALL NEW SIGNS SHALL BE PER 2012 CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
- ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE SIGNAL PHASE DIAGRAM.
- (XXXX) INDICATES LOOP ASSIGNMENT IN THE CONTROLLER CABINET. EACH LOOP ASSIGNMENT SHALL HAVE A SEPARATE LEAD-IN CABLE TO THE CONTROLLER.
- ALL EXISTING CONDUIT SHALL BE REUSED UNLESS OTHERWISE NOTED AND NEW CONDUCTORS SHALL BE USED THROUGHOUT THE EXTENT OF THIS MODIFICATION UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- NEW VEHICLE HEADS SHALL BE 12" L.E.D. (LIGHT EMITTING DIODE).
- ALL NEW UNDERGROUND CONDUIT SHALL BE SCHEDULE 80 PVC, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- ALL LINES AND MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION), UNLESS OTHERWISE NOTED ON THE PLAN OR SPECIAL PROVISIONS.
- ALL SALVAGED MATERIALS SHALL BE DELIVERED TO THE CITY YARD.
- LOOPS SHALL BE CENTERED IN THE LANE AND PLACED BEHIND THE EDGE OF THE CROSSWALK OR LIMIT LINE, UNLESS OTHERWISE NOTED.
- ALL LOOPS SHALL BE TYPE E (6" DIAMETER) UNLESS OTHERWISE NOTED.
- INDICATES VIDEO DETECTION ZONE.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES, PUBLIC OR PRIVATE, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF ANY UNDERGROUND FACILITY DAMAGE BY ITS OPERATION.
- THREE-CONDUCTOR CABLE (3 CSC), FIVE-CONDUCTOR CABLE (5 CSC).
- DETECTORS AND/OR VIDEO DETECTION ZONES SHALL BE WIRED/RE-CONFIGURED PER DETECTOR ASSIGNMENTS SHOWN ON THIS PLAN.

POLE SCHEDULE																	
No.	TYPE	HT.	SIGNAL M.A.	LUMINAIRE M.A.	RPS	VEH SIG MTC	MAST	POLE	PED SIG MTC	PPB	QUAD	TYPE	S.A.S. LEGEND			POLE LOC.	REMARKS
													A	B	C		
(A)	28-4-80	30'	45'	12'	250W	3-MAS	SV-1-T	SP-1-T	9	S	LL	Temple Ave	EXISTING				
(B)	15	30'	-	8'	150W	-	SV-1-T	SP-1-T	2	W	W	R.R.(N)	EXISTING				
(C)	24-3-129	30'	30'	15'	400W	MAS	SV-1-T	SP-1-T	2	W	R.R.(N)	Azusa Ave	EXISTING				
(D)	1	10'	-	-	-	-	TV-2-T	SP-1-T	8	N	-	-	EXISTING				
(E)	29-5-129(N)	30'(R)	55'(N)	12'(R)	200W(M)	2-MAS(R)	SV-1(R)	SP-1-T(R)	8(R)	N(R)	LL	Temple Ave(N)	33'	-	3'		(9)
(F)	15(R)	30'(R)	-	8'(R)	150W(R)	-	SV-2-TA(R)	SP-1-T(R)	6(R)	E(R)	-	-	36'	-	3'		
(G)	24-3-129	30'	30'	12'	250W	MAS	SV-1-T	SP-1-T	8	E	LL	Azusa Ave	EXISTING				
(H)	15	30'	-	8'	150W	-	SV-2-TA	SP-1-T	9	S	-	-	EXISTING				

● ALL EQUIPMENT IS EXISTING UNLESS OTHERWISE SHOWN
 (N) NEW
 (R) RELOCATE
 * INSTALL ON 8' CLAMP-ON STRAIGHT ARM



- TRAFFIC SIGNAL CONSTRUCTION NOTES**
- REUSE EXISTING TYPE 332 CABINET COMPLETE WITH (6) I.D. SENSOR UNITS, (2) PED ISOLATION MODULES, (12) SWITCH PACKS, AND GPS UNIVERSAL TIME BASE UNIT AND ANTENNA. REMOVE TYPE 170 ATC/INTELL CONTROLLER AND LACO-4E PROGRAM. INSTALL 2070 ATC CONTROLLER WITH LINUX SOFTWARE AND O4 PROGRAM (VERSION 1.5L-36 OR NEWER) AND TYPE 2018 CONFLICT MONITOR. VIDEO DETECTION SYSTEM TO BE REUSED AND REMAIN IN PLACE.
 - EXISTING TYPE II-BF SERVICE CABINET TO BE REUSED AND REMAIN IN PLACE.
 - REMOVE AND RELOCATE EXISTING TYPE 29-5-159 TRAFFIC SIGNAL POLE, LUMINAIRE ARM, SIGNAL HEADS, PEDESTRIAN HEAD, AND PPB TO NEW FOUNDATION AT POLE LOCATION (E). REMOVE EXISTING FOUNDATION COMPLETE.
 - REMOVE AND RELOCATE EXISTING TYPE 15 TRAFFIC SIGNAL POLE, MAST ARM, LUMINAIRE, AND ALL MOUNTED EQUIPMENT TO NEW FOUNDATION AT POLE LOCATION (F). REMOVE EXISTING FOUNDATION COMPLETE. REMOVE AND SALVAGE EXISTING MAST ARM.
 - DISCONNECT EXISTING EMP. REMOVE, RELOCATE, AND RECONNECT EXISTING EMP TO PROVIDE INTENDED OPERATION SHOWN ON PLAN. INSTALL NEW CABLES.
 - DISCONNECT VIDEO DETECTION CAMERA. REMOVE, AND RECONNECT EXISTING VIDEO DETECTION CAMERA TO PROVIDE INTENDED OPERATION SHOWN ON PLAN. RELOCATE VIDEO DETECTION CAMERA AND INSTALL ON LUMINAIRE MAST ARM. INSTALL NEW CABLES. REPROGRAM VIDEO DETECTION ZONES PER MANUFACTURER'S REQUIREMENTS.
 - INSTALL NEW 2-PAR DLC IN NEW/EXISTING CONDUIT TO THE CONTROLLER CABINET. NUMBER OF DLC'S AS NOTED.
 - SPLICE LOOP WIRES TO NEW DLC.
 - REMOVE EXISTING I.L.S.N.S. AND INSTALL NEW R.R.S.N.S. ON TRAFFIC SIGNAL POLE WITH 8' STRAIGHT ARM.
 - INSTALL R3-1 BLANK-OUT SIGN ON TRAFFIC SIGNAL POLE OR MAST ARM AS SHOWN.
 - SPLICE NEW LOOP WIRES TO EXISTING DLC'S.
- AB ABANDON. IF APPLIED TO CONDUIT, REMOVE CONDUCTORS.
 BC INSTALL PULL BOX IN EXISTING CONDUIT RUN.
 CB INSTALL CONDUIT INTO EXISTING PULL BOX.
 CC CONNECT NEW AND EXISTING CONDUIT. REMOVE EXISTING CONDUCTORS AND INSTALL CONDUCTORS AS INDICATED.
 RC EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CONTRACTOR.



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

REVIEWED: _____
 DATE: _____
 APPROVED: _____
 BY: _____ DATE: _____

CITY OF INDUSTRY

APPROVED BY: _____
 JOHN D. BALLAS, R.C.E. 34311, CITY ENGINEER DATE: _____

TRAFFIC SIGNAL MODIFICATION PLAN

AZUSA AVENUE AT TEMPLE AVENUE INTERSECTION T.S. 1436-R10

CHECKED BY: L.C. _____
 DATE: JUNE 2012

JOB NO.: MP 11-02 SHT. 1 OF 1

This document, together with the contract and any amendments thereto, is intended only for the project and site identified herein. It is not to be used for any other project or site. All work shall be in strict accordance with the specifications and standards of the City of Industry and the County of Los Angeles. The City of Industry and the County of Los Angeles are not responsible for any errors or omissions in this document.

CITY COUNCIL

ITEM NO. 6.7



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*
James Cramsie, Director of Engineering, CNC Engineering

DATE: April 23, 2020

SUBJECT: Consideration of authorization to advertise for public bids for Business Parkway Reconstruction from Fairway Drive to Lemon Avenue, for an estimated cost of \$4,200,000.00 (CITY-1459/MP 10-15 #2)

Background:

Staff have prepared plans and specifications for the above project. This project will be implemented as CITY-1459, subject to the approval by the City Council. The pavement condition of Business Parkway from Fairway Drive to Lemon Avenue has deteriorated through years of use, and now exhibits cracks and an uneven pavement surface. The last major maintenance project for this street occurred in the 1990's.

Discussion:

Approximately 4,600 linear feet of roadway will be fully reconstructed on Business Parkway. The scope of work involves the reconstruction of existing AC pavement, construction of new concrete pavement approaches at the railroad crossing and the reconstruction of deteriorated driveways along the street. The project intends to reconstruct the full Asphalt Cement pavement section to provide for better traffic movement and safety and extend the life of the pavement another 20 years.

Fiscal Impact:

The engineer's estimate for this project is \$4,200,000.00. In the Fiscal Year 19-20 CIP adopted budget, \$200,000 was allocated for this project. It is estimated that this project will begin construction in FY 20-21 and budget will be allocated in the FY 20-21 CIP budget.

Recommendation:

Staff recommends that the City Council approve the plans and specifications and authorize the solicitation of public bids.

Exhibits:

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

TH/JN/RI:jf

EXHIBIT A

Notice Inviting Bids

[Attached]

NOTICE INVITING BIDS FOR:

**CITY OF INDUSTRY
PROJECT NO. 459**

BUSINESS PARKWAY RECONSTRUCTION FROM FAIRWAY DRIVE TO LEMON AVENUE

CONTRACT NO. CITY-1459

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 **May 26, 2020**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <https://www.planetbids.com/portal/portal.cfm?CompanyID=29042>.

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 Contractor or Class C-12 Earthwork and Paving** 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: Reconstruction of existing AC pavement and construction of new PCC pavement approaches at railroad crossing. Reconstruction of deteriorated driveways.

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.

**CITY OF INDUSTRY
PROJECT NO. 459**

BUSINESS PARKWAY RECONSTRUCTION FROM FAIRWAY DRIVE TO LEMON AVENUE

CONTRACT NO. CITY-1459

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 **April 23, 2020**

Julie Gutierrez-Robles, City Clerk

EXHIBIT B

Engineer's Estimate

[Attached]

ESTIMATE FOR:

CITY OF INDUSTRY

PROJECT NO. 459

BUSINESS PARKWAY RECONSTRUCTION FROM FAIRWAY DRIVE TO LEMON
AVENUE

CONTRACT NO. CITY-1459

ENGINEER'S ESTIMATE

\$4,200,000.00

EXHIBIT C

Section A – Pages A-1 through A-8

[Attached]

SECTION A

**CITY OF INDUSTRY
PROJECT NO. 459**

BUSINESS PARKWAY RECONSTRUCTION FROM FAIRWAY DRIVE TO LEMON
AVENUE

CONTRACT NO. CITY-1459

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 **May 26, 2020**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <https://www.planetbids.com/portal/portal.cfm?CompanyID=29042>.

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 Contractor or Class C-12 – Earthwork and Paving** 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: Reconstruction of existing AC pavement and construction of new PCC pavement approaches at railroad crossing. Reconstruction of deteriorated driveways.

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.

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-1459 - BUSINESS PARKWAY RECONSTRUCTION FROM FAIRWAY DRIVE TO LEMON 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. The above bonds shall be secured by a surety company satisfactory to the CITY, and licensed as a Surety Insurer in the State of California and rated at least B+:V in the latest "Best's Insurance Guide." The attached bond forms shall be used without exception.

CONTRACTOR

INSURANCE

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

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

Contractor shall provide the following types and amounts of insurance:

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

General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$5,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

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

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

Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

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

Other provisions or requirements:

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

Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/Noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a

combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's risk manager.

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

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

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

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

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

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

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

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

City's Right to Revise Requirements. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

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

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

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

EXPERIENCE AND SAFETY

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

PREVAILING WAGES

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

CONTRACTOR REGISTRATION PROGRAM

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

LABOR COMPLIANCE MONITORING AND ENFORCEMENT

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

AGREEMENT

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

SURETY BONDS

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

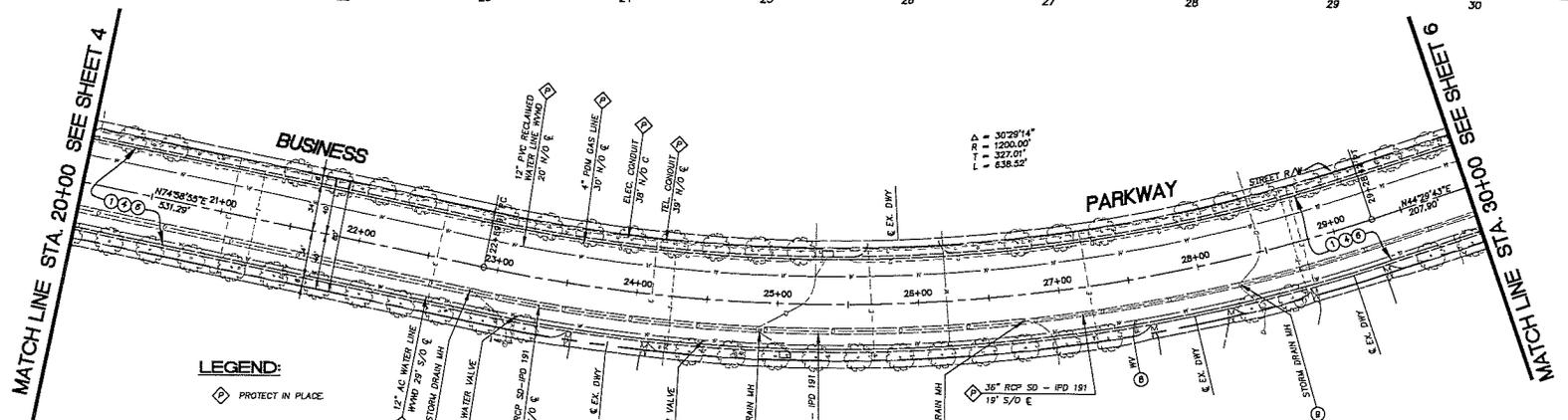
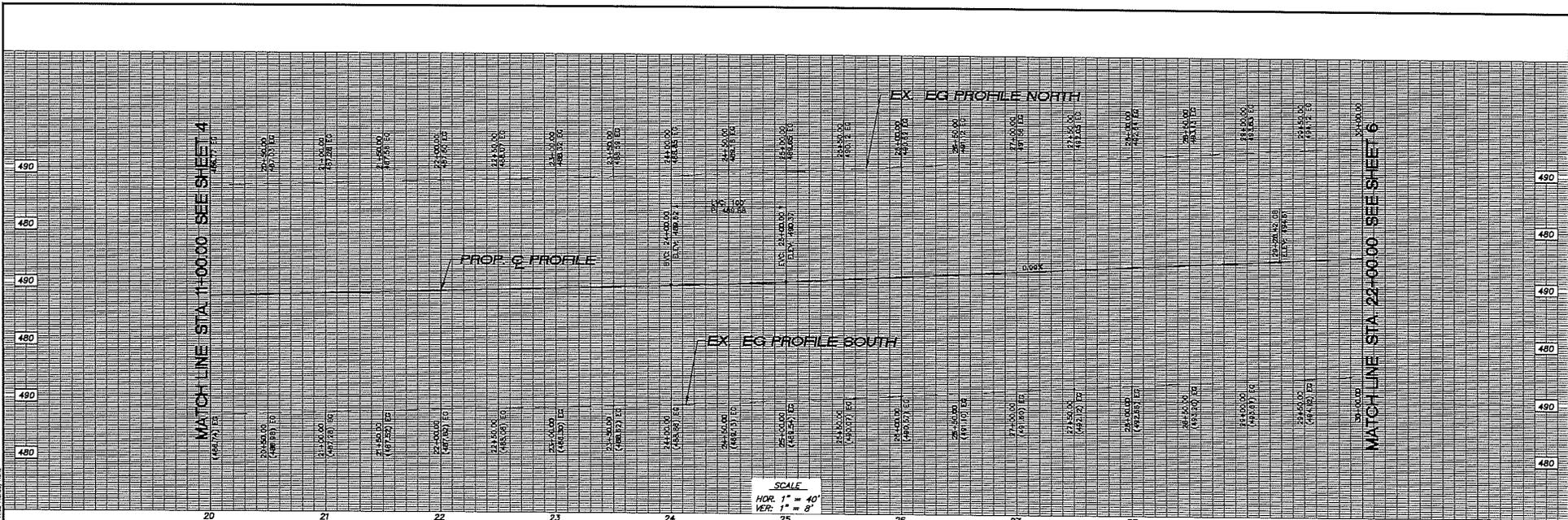
By the order of the **CITY OF INDUSTRY** dated **April 23, 2020**.

Julie Gutierrez-Robles, City Clerk

EXHIBIT D

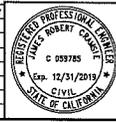
Reduced Set of Project Plans

[Attached]



B.M. CR-2 ELEV. 526.507 FT.
B.C. MON. IN N. CURB OF CURRIER RD.
305° ± E/O CENTERLINE INT. OF
CURRIER & LEMON AVE 58° E/O
PP#1395801E & 5' E/O EAST END OF C.B.
INDUSTRY, CA

NO.	DATE	REVISIONS	OK BY



Prepared by:
CNC
ENGINEERING
255 N. Herkenda Blvd., Ste. 222
City of Industry, Ca. 91744
Phone (626) 333-0504
Fax (626) 336-7078
CREATING CIVIL ENGINEERING SOLUTIONS

CITY OF INDUSTRY

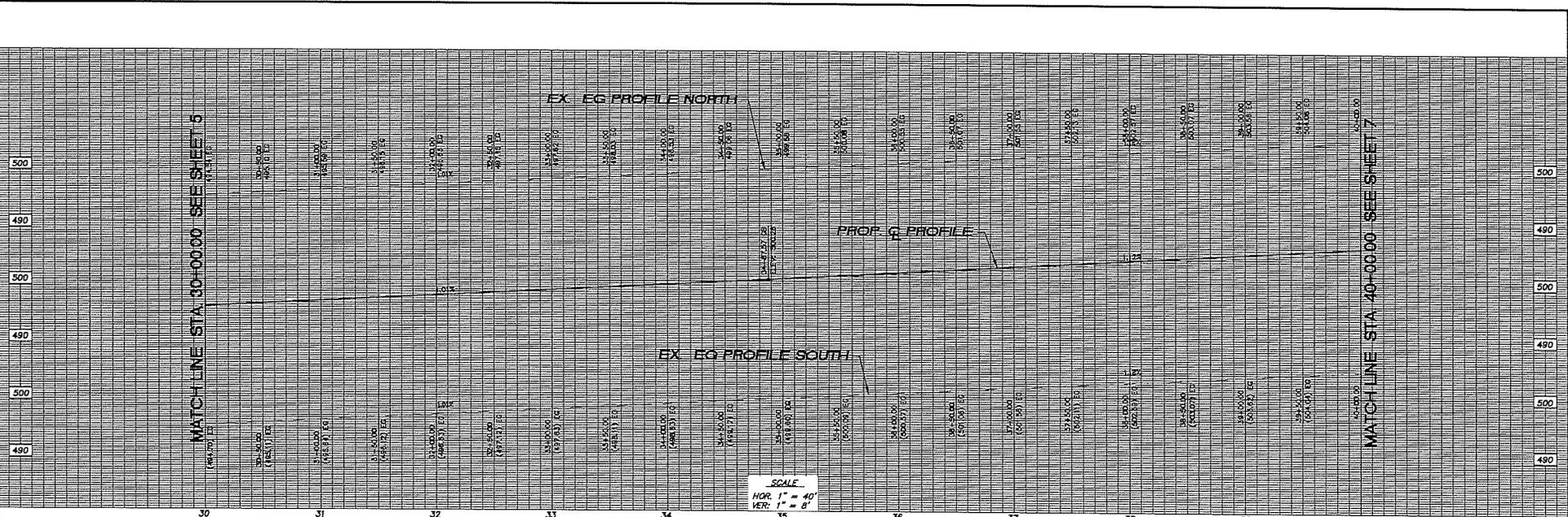
APPROVED BY: JOSHUA NELSON, R.C.E. 08950 CITY ENGINEER DATE _____

**BUSINESS PARKWAY STREET IMPROVEMENT
FAIRWAY DRIVE TO LEMON AVENUE**

PLAN AND PROFILE
STA. 20+00.00 TO STA. 30+00.00

DESIGN BY: RL CHECKED BY: JS JOB NO. MP 1015 #2 SHEET 5 OF 9
DRAWN BY: ALL DATE: 02/27/2019

UNLESS OTHERWISE INDICATED, ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



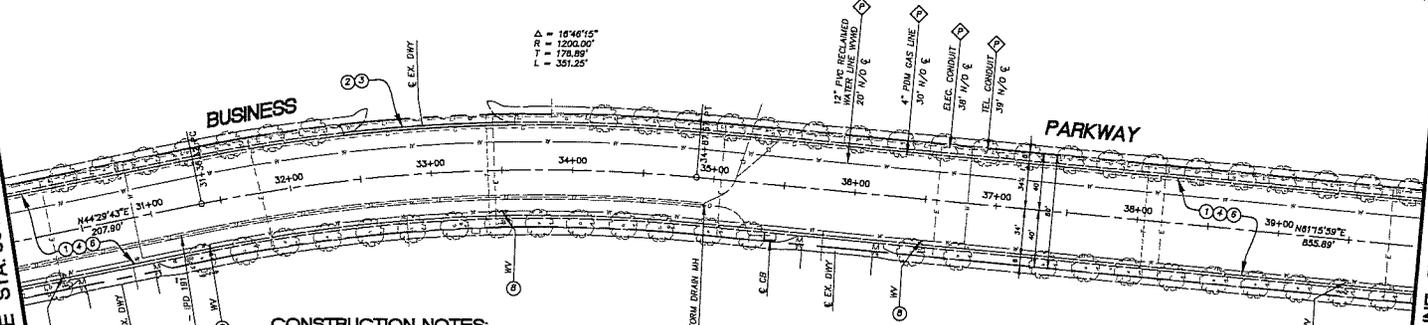
MATCH LINE STA. 30+00.00 SEE SHEET 5

MATCH LINE STA. 40+00.00 SEE SHEET 7

SCALE
HOR. 1" = 40'
VER. 1" = 8'

MATCH LINE STA. 30+00 SEE SHEET 5

MATCH LINE STA. 40+00 SEE SHEET 7



- CONSTRUCTION NOTES:**
- 1 SAW CUT AND REMOVE EXISTING AC PAVEMENT INCLUDING BASE.
 - 2 SAW CUT AND REMOVE EXISTING CURB AND GUTTER INCLUDING BASE.
 - 3 CONSTRUCT TYPE 32 CURB AND GUTTER INCLUDING BASE PER CITY OF INDUSTRY STD. PLAN NO. 112.
 - 4 CONSTRUCT 6 (2" C2-PC 64-10 ON 4" B2-PC 64-10) OVER 12" AGGREGATE BASE WITH 2 LAYERS OF CORRUGATED TENSAR TX-7 OR APPROVED EQUAL. INSTALL ONE LAYER OF GEOTEXTILE BETWEEN SUBGRADE AND AGGREGATE BASE AND ANOTHER LAYER IN THE MIDDLE OF THE AGGREGATE BASE.
 - 5 INSTALL GEOTEXTILE REINFORCING FABRIC (TENSAR TX-8 OR EQUAL).
 - 6 ADJUST EXISTING WATER VALVE COVER TO GRADE.
 - 7 ADJUST STORM DRAIN MANHOLE TO GRADE.

LEGEND:
 PROTECT IN PLACE.

NO.	DATE	REVISIONS	OK BY

DRAFT PLAN

B.M. CR-2 ELEV. 326.597 FT.
 B.C. MGN. IN N. CURB OF CURRIER RD.
 305' ± E/O CENTERLINE INT. OF
 CURRIER & LEMON AVE 58' E/O
 PP#1395801E & 5' E/O EAST END OF C.B.
 INDUSTRY, CA.



Prepared by:
CNC
 ENGINEERING
 Consulting Civil Engineers - Surveyors
 255 N. Hollande Blvd., Ste. 222
 City of Industry, Ca. 91744
 Phone (626) 335-0204
 Fax (626) 335-7078

CITY OF INDUSTRY

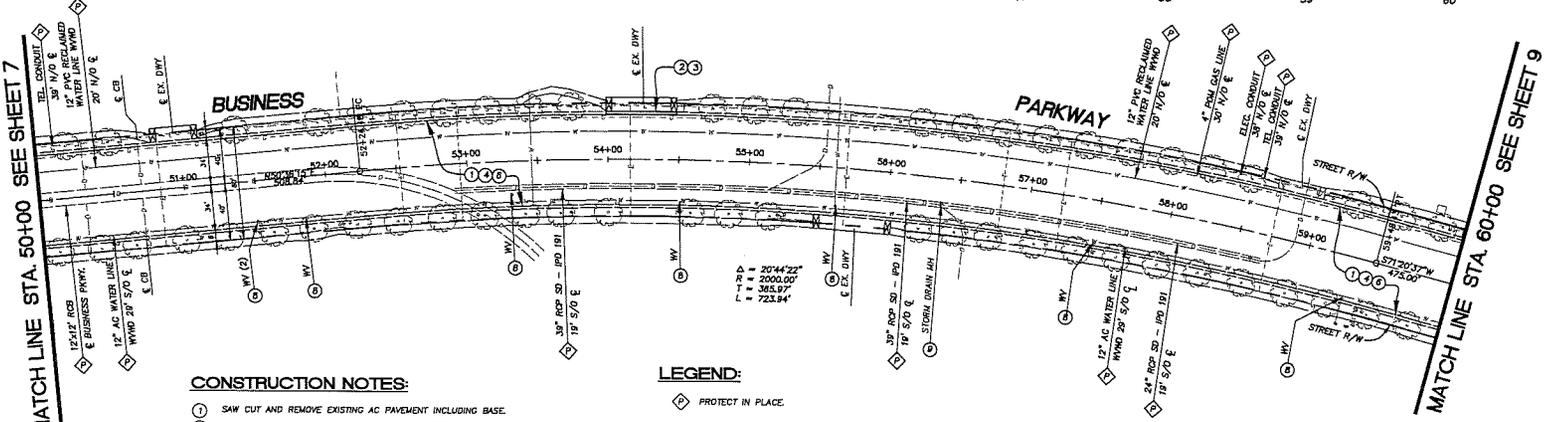
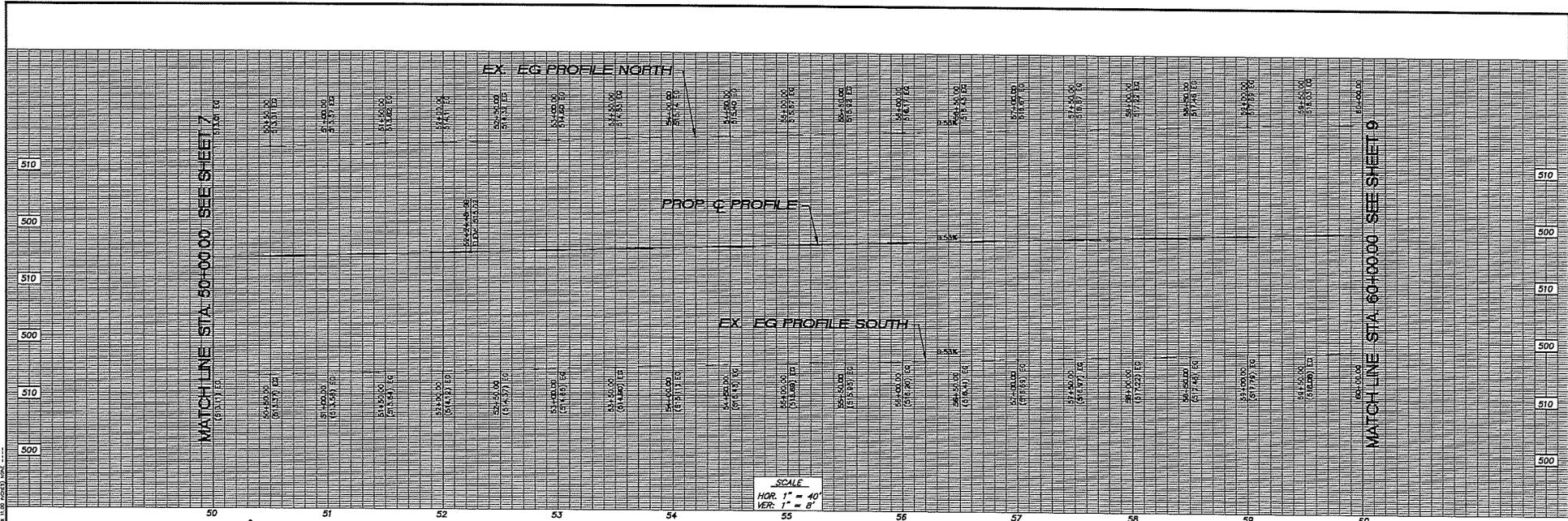
APPROVED BY: _____ DATE _____
 JOSHUA NELSON, R.C.E. 68959 CITY ENGINEER

**BUSINESS PARKWAY STREET IMPROVEMENT
 FARWAY DRIVE TO LEMON AVENUE**

PLAN AND PROFILE
 STA. 30+00.00 TO STA. 40+00.00

DESIGN BY: J.R. CHECKED BY: J.C. DATE: SEPT 2018
 DRAWN BY: K.L.L. DATE: SEPT 2018

JAMES R. CRAMSE, R.C.E. 38705 DATE _____ JOB NO. MP 1015 #2 SHT. 6 OF 9



CONSTRUCTION NOTES:

- 1 SAW CUT AND REMOVE EXISTING AC PAVEMENT INCLUDING BASE.
- 2 SAW CUT AND REMOVE EXISTING CURB AND GUTTER INCLUDING BASE.
- 3 CONSTRUCT TYPE A2 CURB AND GUTTER INCLUDING BASE PER CITY OF INDUSTRY STD. PLAN NO. 112.
- 4 CONSTRUCT 6 (2" C2-PC 64-10 ON 4" B2-PC 64-10) OVER 12" AGGREGATE BASE WITH 2 LAYERS OF GEOTEXTILE TENSAR TX-7 OR APPROVED EQUAL. INSTALL ONE LAYER OF GEOTEXTILE BETWEEN SUBGRADE AND AGGREGATE BASE AND ANOTHER LAYER IN THE MIDDLE OF THE AGGREGATE BASE.
- 5 INSTALL GEOTEXTILE REINFORCING FABRIC (TENSAR TX-8 OR EQUAL).
- 6 ADJUST EXISTING WATER VALVE COVER TO GRADE.

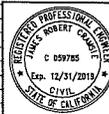
LEGEND:

◇ PROTECT IN PLACE

DRAFT PLAN

B.M. CR-2 ELEV. 526.507 FT.
 B.C. MGN. IN N. CURB OF CURRIER RD.
 305' ± E/O CENTERLINE INT. OF
 CURRIER & LEMON AVE. 58' E/O
 PP#1395801E & 5' E/O EAST END OF C.B.
 INDUSTRY, CA

NO.	DATE	REVISIONS	DC. BY



Prepared by:
CNC
 ENGINEERING
 Consulting Civil Engineers - Surveyors
 235 N. Westside Blvd., Ste. 222
 City of Industry, Ca. 91744
 Phone (626) 338-0234
 Fax (626) 336-7076

JAMES R. CRAMSEY, R.C.E. 50785 DATE

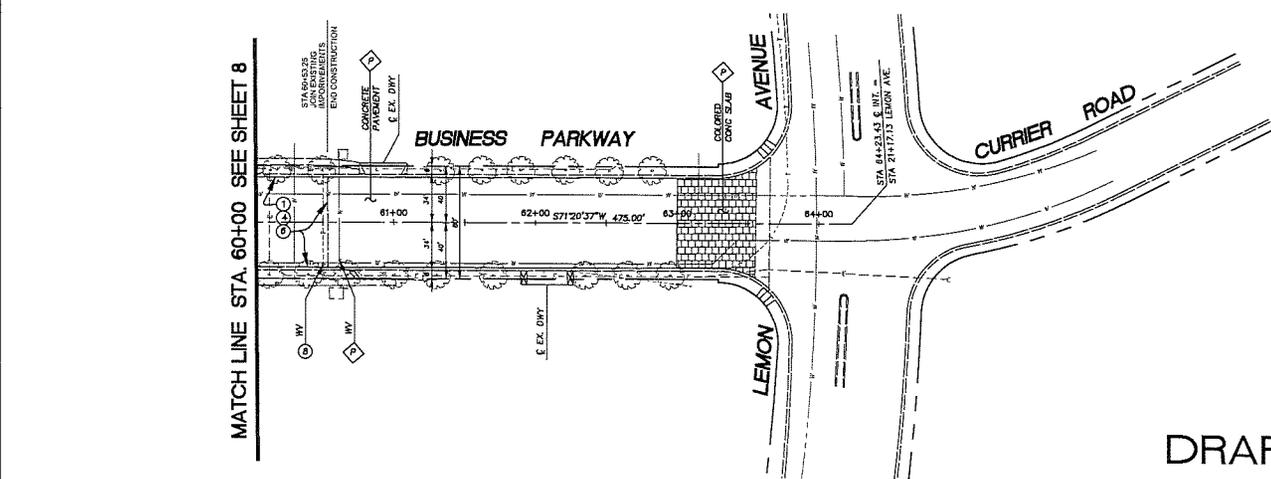
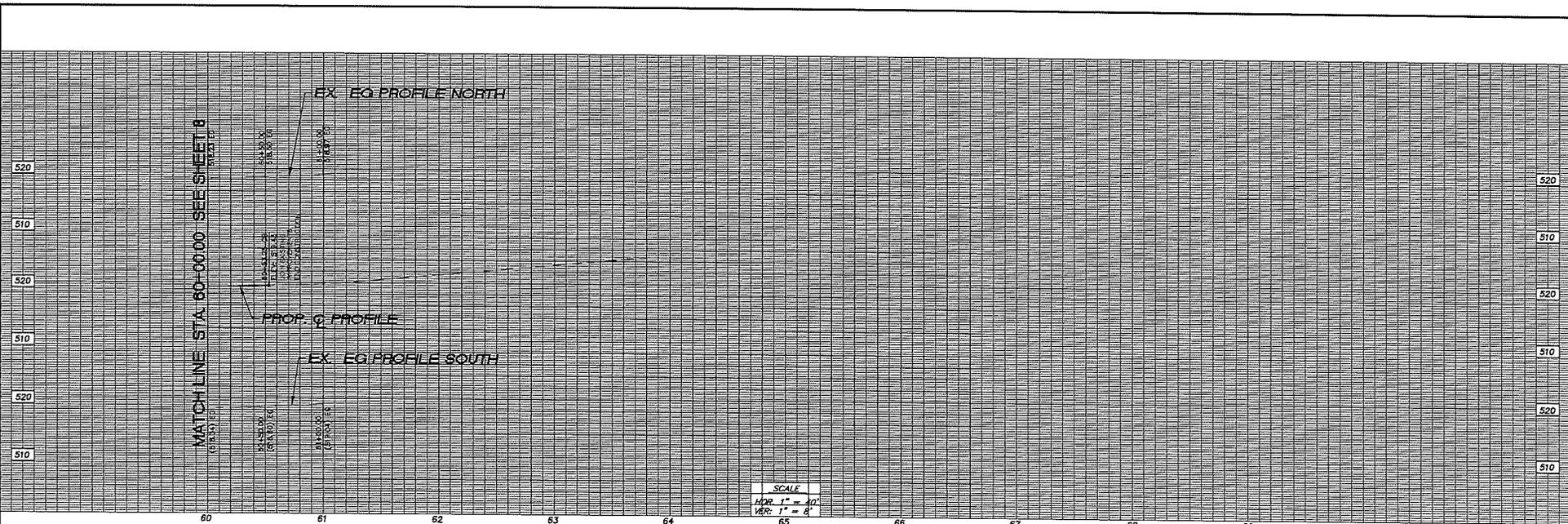
CITY OF INDUSTRY

APPROVED BY:
 JOSHUA NELSON, R.C.E. 05859 CITY ENGINEER DATE

**BUSINESS PARKWAY STREET IMPROVEMENT
 FARWAY DRIVE TO LEMON AVENUE**

PLAN AND PROFILE
 STA. 50+00.00 TO STA. 60+00.00

DESIGN BY: J.R. CHECKED BY: J.R. DATE: SEPT 2019 JOB NO. MP 1015 #2 SHEET 8 OF 9



LEGEND:

- ◇ PROTECT IN PLACE

CONSTRUCTION NOTES:

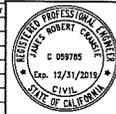
- 1 SAW CUT AND REMOVE EXISTING AC PAVEMENT INCLUDING BASE.
- 2 CONSTRUCT 6" (2" C2-PG 64-10 ON 4" B2-PG 64-10) OVER 12" AGGREGATE BASE WITH 2 LAYERS OF GEGRID TENSAR TX-7 OR APPROVED EQUAL. INSTALL ONE LAYER OF GEGRID BETWEEN SUBGRADE AND AGGREGATE BASE AND ANOTHER LAYER IN THE MIDDLE OF THE AGGREGATE BASE.
- 3 INSTALL GEGRID REINFORCING FABRIC (TENSAR TX-5 OR EQUAL).
- 4 ADJUST EXISTING WATER VALVE COVER TO GRADE.

SCALE: 1" = 40'

DRAFT PLAN

B.M. CR-2 ELEV. 526.507 FT.
 B.C. MON. IN N. CURB OF CURRIER RD.
 305' ± E/O CENTERLINE INT. OF
 CURRIER & LEMON AVE 58' E/O
 119'1.395801E & 3' E/O EAST END OF C.R.
 INDUSTRY, CA.

NO.	DATE	REVISIONS	OK BY



Prepared by:
CNC
 255 N. Highlands Blvd., Ste. 222
 City of Industry, Ca. 91744
 Phone (626) 333-0334
 Fax (626) 336-7076
 Exp. 12/31/2019
 REGISTERED CIVIL ENGINEER

JAMES R. DROWSE, R.C.E. 39785 DATE

CITY OF INDUSTRY	
APPROVED BY:	DATE
JOSHUA NELSON, R.C.E. 68959	CITY ENGINEER
BUSINESS PARKWAY STREET IMPROVEMENT FARWAY DRIVE TO LEMON AVENUE	
PLAN AND PROFILE	
STA. 60+00.00 TO END	
DESIGN BY: R.L.	CHECKED BY: J.C.
DRAWN BY: R.L.L.	DATE: SEPT 2019
JOB NO. MP 1015 #2	SHT. 9 OF 9