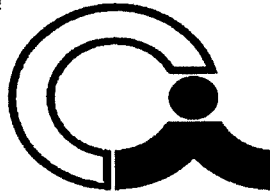


CITY OF INDUSTRY

CITY COUNCIL
SPECIAL MEETING AGENDA

NOVEMBER 30, 2017
9:00 AM



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

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

Addressing the City Council:

- ▶ **Agenda Items:** *Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.*
- ▶ **Public Comments (Agenda Items Only):** *During public comments, if you wish to address the City Council during this Special Meeting, under Government Code Section 54954.3(a), you may only address the City Council concerning any item that has been described in the notice for the Special Meeting.*

Americans with Disabilities Act:

- ▶ *In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.*

Agendas and other writings:

- ▶ *In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*
-

1. Call to Order
2. Flag Salute
3. Roll Call
4. 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 November 23, 2017

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

6. **ACTION ITEMS**

6.1 Consideration of Amendment No. 3 to the Memorandum of Understanding between the City of Industry and Los Angeles County Metropolitan Transportation Authority for the SR 57/60 Confluence Project Westbound Slip On-Ramp

RECOMMENDED ACTION: Approve Amendment No. 3

6.2 Consideration of the Request to Publish and Receive Proposals for Agreement No. DS-18-019-B, EXPO Barn Facilities Lighting Upgrade Design and Specification Services

RECOMMENDED ACTION: Approve release of the RFP.

6.3 Consideration of Contract No. CITY-1440, between the City and Devlin Group Inc. dba Boulder Consultants, for the Tonner Canyon Zipline Construction project, in an amount not to exceed \$325,000.00

RECOMMENDED ACTION: Award the contract to The Devlin Group Inc. dba Boulder Consultants in the amount of \$325,000.00.

6.4 Consideration of Contract No. CITY-1444, between the City and All American Asphalt for the Baldwin Park Boulevard and Amar Road Guardrail and Intersection Improvements, in an amount not-to-exceed \$170,611.00

RECOMMENDED ACTION: Award the contract to All American Asphalt in the amount of \$170,611.00.

6.5 Consideration of Agreement No. CIP-FAC-18-015-B, between the City and Fisher Contractor, Inc. for the El Encanto Convalescent Hospital Roof Repair project, in an amount not-to-exceed \$28,700.00

RECOMMENDED ACTION: Award the Agreement to Fisher Contractor, Inc., in the amount of \$28,700.00.

- 6.6 Consideration of the Notice of Completion for Valley Boulevard Reconstruction with PCC Pavement from Turnbull Canyon Road to Hacienda Boulevard, Project No. CITY-1421, with Sully-Miller Contracting Co., and authorize the City Engineer to execute the Notice of Completion

RECOMMENDED ACTION: Approve the Notice of Completion, and authorize the City Engineer to execute the Notice of Completion.

7. **PUBLIC HEARING**

- 7.1 Public hearing to consider the dissolution of the Fullerton Road/Gale Avenue/Railroad Street Underground Utility District No. 8

Consideration of Resolution No. CC 2017-37 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DISSOLVING THE FULLERTON ROAD/GALE AVENUE/RAILROAD STREET UNDERGROUND UTILITY DISTRICT NO. 8

RECOMMENDED ACTION: Adopt Resolution No. CC 2017-37, and notice of exemption regarding same.

8. **CITY COUNCIL COMMITTEE REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

- 11.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4):
One Case

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

- 11.3 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. Oversight Board of the Successor Agency to

the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002719-CU-WM-GDS

11.4 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Case: City of Diamond Bar v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.

Superior Court of California, County of Los Angeles

Case No. BS171295

11.5 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Case: City of Chino Hills v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.

Superior Court of California, County of Los Angeles

Case No. BS171398

12. Adjournment. Next regular meeting: December 14, 2017 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF NOVEMBER 23, 2017**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	5,898,617.57
103	PROP A FUND	9,520.50
120	CAPITAL IMPROVEMENT FUND	130,329.70
140	CITY DEBT SERVICE	1,500.00
161	IPUC - ELECTRIC	180,247.75
TOTAL ALL FUNDS		6,220,215.52

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	2,731,383.14
PROP/A	PROP A - CKING ACCOUNT	9,520.50
REF	REFUSE - CKING ACCOUNT	1,343,602.15
WFBK	WELLS FARGO - CKING ACCOUNT	2,135,709.73
TOTAL ALL BANKS		6,220,215.52

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
November 23, 2017**

Check	Date		Payee Name	Check Amount
CITYELEC.CHK - City Electric				
1427	11/06/2017		CITY OF INDUSTRY	\$73,192.73
	Invoice	Date	Description	Amount
	11/06/17	11/06/2017	TRANSFER FUNDS-ELECTRIC	\$73,192.73
1428	11/06/2017		CITY OF INDUSTRY	\$4,430.94
	Invoice	Date	Description	Amount
	11/6/17	11/06/2017	REIMBURSE FOR SALARIES & CALPERS-SEP&OCT	\$4,430.94
CITYGEN.CHK - City General				
1037	10/30/2017		CAL-PERS	\$46,814.05
	Invoice	Date	Description	Amount
	NOVEMBER 2017	10/16/2017	CALPERS MEDICAL PREMIUM FOR NOV 2017	\$46,814.05
1038	10/06/2017		DAMG ALTERNATIVE ENERGY, LLC	\$1,084,364.41
	Invoice	Date	Description	Amount
	1015	10/05/2017	REIMBURSEMENT FOR DUE DIGILENCE WORK-	\$1,084,364.41
1039	10/24/2017		DAMG ALTERNATIVE ENERGY, LLC	\$330,000.00
	Invoice	Date	Description	Amount
	1015-A	10/23/2017	REIMBURSEMENT FOR DUE DIGILENCE WORK-	\$330,000.00
1040	10/31/2017		DAMG ALTERNATIVE ENERGY, LLC	\$914,598.75
	Invoice	Date	Description	Amount
	1016	10/31/2017	REIMBURSEMENT FOR DUE DIGILENCE WORK-	\$914,598.75
1041	11/09/2017		DAMG ALTERNATIVE ENERGY, LLC	\$112,811.71

**CITY OF INDUSTRY
BANK OF AMERICA
November 23, 2017**

Check	Date		Payee Name	Check Amount
	Invoice	Date	Description	Amount
	1016-A	11/08/2017	REIMBURSEMENT FOR DUE DILIGENCE WORK-	\$112,811.71
24382	11/06/2017		CIVIC RECREATIONAL INDUSTRIAL	\$110,000.00
	Invoice	Date	Description	Amount
	11/06/17	11/06/2017	TRANSFER FUNDS-CRIA A/P	\$110,000.00
24383	11/06/2017		INDUSTRY PROPERTY & HOUSING	\$50,000.00
	Invoice	Date	Description	Amount
	11/06/17	11/06/2017	TRANSFER FUNDS-IPHMA A/P	\$50,000.00

PARKCIT.CHK - Parking Citation Checking

622	10/26/2017		SUPERIOR COURT OF CALIFORNIA,	\$4,736.00
	Invoice	Date	Description	Amount
	SEPTEMBER 2017	10/06/2017	PARKING CITATIONS REPORT-SEP 2017	\$4,736.00
623	10/26/2017		TURBO DATA SYSTEMS, INC	\$434.55
	Invoice	Date	Description	Amount
	26813	09/30/2017	CITATION PROCESSING AUG/SEP 2017	\$434.55

Checks	Status	Count	Transaction Amount
	Total	11	\$2,731,383.14

CITY OF INDUSTRY

PROP A

November 23, 2017

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
11735	11/06/2017		CITY OF INDUSTRY-REFUSE	\$78.80
	Invoice	Date	Description	Amount
	3029292	10/01/2017	DISP SVC-METROLINK	\$78.80
11736	11/06/2017		INDUSTRY SECURITY SERVICES	\$8,606.59
	Invoice	Date	Description	Amount
	14-21469	09/29/2017	SECURITY SVC-METROLINK	\$1,729.73
	14-21520	10/06/2017	SECURITY SVC-METROLINK	\$1,708.70
	14-21554	10/13/2017	SECURITY SVC-METROLINK	\$1,729.73
	14-21589	10/20/2017	SECURITY SVC-METROLINK	\$1,708.70
	14-21620	10/27/2017	SECURITY SVC-METROLINK	\$1,729.73
11737	11/06/2017		SO CAL INDUSTRIES	\$93.92
	Invoice	Date	Description	Amount
	295417	10/10/2017	RR RENTAL-METROLINK	\$93.92
11738	11/06/2017		SO CALIFORNIA EDISON COMPANY	\$406.85
	Invoice	Date	Description	Amount
	2018-00000484	10/18/2017	8/22-9/21/17 SVC-600 S BREA CYN B	\$406.85
11739	11/06/2017		WALNUT VALLEY WATER DISTRICT	\$334.34
	Invoice	Date	Description	Amount
	2780716	10/11/2017	8/31-9/28/17 SVC-PLATFORM METROLINK BREA CYN	\$19.43
	2779752	10/05/2017	9/1-9/30/17 SVC-IRR METROLINK STA-SPANISH LN	\$314.91

Checks	Status	Count	Transaction Amount
	Total	5	\$9,520.50

CITY OF INDUSTRY
PROP C VOIDED CHECK

November 23, 2017

Check	Date	Payee Name	Check Amount
PROPC.CHK - Prop C Checking			
237	11/08/2017	11/08/2017 VOIDED-CHECK NOT NEEDED	\$0.00

Check	Status	Count	Transaction Amount
	Total	1	\$0.00

**CITY OF INDUSTRY
REFUSE VOIDED CHECKS
November 23, 2017**

Checks	Date		Payee Name	Check Amount
80007	04/19/2017		11/08/2017	COBBLESTONE CONTAINER (\$667.96)
	Invoice	Date	Description	Amount
	4/5/17-A	04/05/2017	VOIDED-CHECK NEVER REC'D	(\$667.96)
80015	07/19/2017		11/08/2017	HOWARD ROOFING COMPANY (\$4,371.47)
	Invoice	Date	Description	Amount
	07/13/17	07/13/2017	VOIDED-CHECK NEVER REC'D	(\$4,371.47)
80017	07/19/2017		11/08/2017	SALVATORE INSINNA (\$147.16)
	Invoice	Date	Description	Amount
	07/13/17	07/13/2017	VOIDED-CHECK NEVER REC'D	(\$147.16)

Checks	Status	Count	Transaction Amount
	Total	3	(\$5,186.59)

**CITY OF INDUSTRY
WELLS FARGO REFUSE
November 23, 2017**

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
WT232	10/30/2017		CITY OF INDUSTRY DISPOSAL CO.	\$593,627.29
	Invoice	Date	Description	Amount
	3032507	10/31/2017	REFUSE SVC 10/1-10/23/17	\$593,627.29
WT233	11/07/2017		CITY OF INDUSTRY DISPOSAL CO.	\$749,534.78
	Invoice	Date	Description	Amount
	3055427	10/31/2017	REFUSE SVC 10/24-10/31/17	\$749,534.78
80022	11/09/2017		COBBLESTONE CONTAINER	\$667.96
	Invoice	Date	Description	Amount
	4/5/17-B	04/05/2017	REFUND-ACCOUNT #400939	\$667.96
80023	11/09/2017		HOWARD ROOFING COMPANY	\$4,371.47
	Invoice	Date	Description	Amount
	7/13/17-A	07/13/2017	REFUND-ACCOUNT #404023	\$4,371.47
80024	11/09/2017		SALVATORE INSINNA	\$147.16
	Invoice	Date	Description	Amount
	7/13/17	07/13/2017	REFUND-ACCOUNT #006777	\$147.16
80025	11/09/2017		TRI-CITY BUILDERS	\$440.08
	Invoice	Date	Description	Amount
	11/8/2017	11/08/2017	REFUND-ACCOUNT #405005	\$440.08

Checks	Status	Count	Transaction Amount
	Total	6	\$1,348,788.74

**CITY OF INDUSTRY
WELLS FARGO BANK
November 23, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67540	11/02/2017		SUBURBAN WATER SYSTEMS	\$109.73
	Invoice	Date	Description	Amount
	180090371114	10/20/2017	08/23-10/20/17 SVC - 205 HUDSON AVE	\$109.73
67541	11/02/2017		GOMES, SUSIE	\$159.64
	Invoice	Date	Description	Amount
	11/02/17	11/02/2017	REIMBURSE FOR EXPENSES-CONTRACT CITIES	\$159.64
67542	11/06/2017		BOUZA LAW FIRM	\$40,000.00
	Invoice	Date	Description	Amount
	744	08/31/2017	LEGAL SVC-AUG 2017	\$40,000.00
67543	11/06/2017		COUNTY OF ORANGE	\$174,764.12
	Invoice	Date	Description	Amount
	306 021 01 00 17	11/06/2017	PROP TAX FY 17/18-TONNER CYN	\$8,046.52
	306 021 02 00 17	11/06/2017	PROP TAX FY 17/18-TONNER CYN	\$166,717.60
67544	11/06/2017		WALNUT VALLEY WATER DISTRICT	\$36,621.32
	Invoice	Date	Description	Amount
	8719 007 906 17	11/02/2017	PROP TAX FY 17/18-VARIOUS SA SITES	\$32,689.44
	8269 036 270 17	11/03/2017	PROP TAX FY 17/18-VARIOUS CITY SITES	\$3,931.88
67545	11/08/2017		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	PLAN 17-2 A	11/06/2017	FEE-NOTICE OF DETERMINATION FOR PLAN 17-2	\$75.00
67546	11/08/2017		L A COUNTY REGISTRAR-	\$2,216.25
	Invoice	Date	Description	Amount
	PLAN 17-2	11/06/2017	FEE-NOTICE OF DETERMINATION FOR PLAN 17-2	\$2,216.25
67547	11/09/2017		AT & T	\$303.68

**CITY OF INDUSTRY
WELLS FARGO BANK
November 23, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2018-00000517	10/17/2017	10/17-11/16/17 SVC - 17001 CARBON CYN RD-	\$163.50
	2018-00000518	10/17/2017	10/17-11/16/17 SVC - 15000 TONNER CYN RD-GUARD	\$140.18
67548	11/09/2017		AT & T	\$176.00
	Invoice	Date	Description	Amount
	7749648307	10/23/2017	09/19-10/18/17 SVC - 600 S BREA CYN-METROLINK	\$176.00
67549	11/09/2017		CITY OF CHINO HILL UTILITY	\$534.08
	Invoice	Date	Description	Amount
	2018-00000519	10/19/2017	08/17-10/17/17 SVC - 1550 RANCHO HILLS DR	\$534.08
67550	11/09/2017		FRONTIER	\$222.52
	Invoice	Date	Description	Amount
	2018-00000520	10/22/2017	10/22-11/21/17 SVC - EM-21733 BAKER PKWY BLDG	\$51.22
	2018-00000521	10/22/2017	10/22-11/21/17 SVC - GS-21858 VALLEY BLVD	\$53.90
	2018-00000522	10/25/2017	10/25-11/24/17 SVC - EM-21760 GARCIA LN	\$66.18
	2018-00000523	10/25/2017	10/25-11/24/17 SVC - EM-21535 BAKER PKWY BLDG	\$51.22
67551	11/09/2017		ROWLAND WATER DISTRICT	\$2,576.94
	Invoice	Date	Description	Amount
	2018-00000485	10/25/2017	09/18-10/16/17 SVC - 1100 AZUSA AVE	\$143.54
	2018-00000486	10/25/2017	09/18-10/16/17 SVC - AZUSA AVE - CENTER	\$46.57
	2018-00000487	10/25/2017	09/18-10/16/17 SVC - AZUSA AVE 205597	\$104.89
	2018-00000488	10/25/2017	09/20-10/17/17 SVC - 1123C HATCHER ST	\$127.57
	2018-00000489	10/25/2017	09/20-10/17/17 SVC - 1135 HATCHER ST	\$27.13
	2018-00000490	10/25/2017	09/20-10/17/17 SVC - 1123D HATCHER ST	\$104.89
	2018-00000491	10/25/2017	09/20-10/17/17 SVC - HURLEY ST & VALLEY	\$362.87
	2018-00000492	10/25/2017	09/20-10/17/17 SVC - 18044 ROWLAND-LAWSON	\$101.65
	2018-00000493	10/25/2017	09/20-10/17/17 SVC - 17401 VALLEY BLVD.	\$745.19
	2018-00000494	10/25/2017	09/20-10/17/17 SVC - 930 AZUSA AVE	\$340.19

**CITY OF INDUSTRY
WELLS FARGO BANK
November 23, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2018-00000495	10/25/2017	09/20-10/17/17 SVC - 755 NOGALES (RC)	\$177.71
	2018-00000496	10/25/2017	09/20-10/17/17 SVC - AZUSA AVE (RC)	\$40.81
	2018-00000497	10/25/2017	09/20-10/17/17 SVC - 17217 & 17229 CHESTNUT-IRR	\$253.93
67552	11/09/2017		SAN GABRIEL VALLEY WATER CO.	\$13,018.36
	Invoice	Date	Description	Amount
	2018-00000498	10/30/2017	09/27-10/27/17 SVC - CROSSROADS PKWY SOUTH	\$1,373.39
	2018-00000499	10/30/2017	09/27-10/27/17 SVC - CROSSROADS PKWY STA 103-	\$848.10
	2018-00000500	10/30/2017	09/27-10/27/17 SVC - CROSSROADS PKWY SOUTH	\$2,502.21
	2018-00000501	10/30/2017	09/27-10/27/17 SVC - CROSSROADS PKWY NORTH	\$1,006.23
	2018-00000502	10/30/2017	09/27-10/27/17 SVC - CROSSROADS PKWY STA 129-	\$1,594.14
	2018-00000503	10/30/2017	09/27-10/27/17 SVC - CROSSROADS PKWY STA 111-	\$1,027.77
	2018-00000504	10/30/2017	09/27-10/27/17 SVC - PECK/UNION PACIFIC BRIDGE	\$1,217.15
	2018-00000505	10/30/2017	09/27-10/27/17 SVC - S/E COR OF PELLISSIER	\$1,330.43
	2018-00000506	10/30/2017	09/27-10/27/17 SVC - PELLISSIER	\$391.10
	2018-00000507	10/30/2017	09/27-10/27/17 SVC - PELLISSIER	\$475.02
	2018-00000508	10/30/2017	09/27-10/27/17 SVC - PELLISSIER	\$1,055.12
	2018-00000509	10/30/2017	09/27-10/27/17 SVC - IRRIG SALT LAKE/SEVENTH	\$197.70
67553	11/09/2017		SO CALIFORNIA EDISON COMPANY	\$1,649.34
	Invoice	Date	Description	Amount
	2018-00000510	10/25/2017	09/25-10/24/17 SVC - 17378 GALE AVE B	\$39.82
	2018-00000511	10/25/2017	09/25-10/24/17 SVC - 745 ANAHEIM PUENTE RD CP	\$60.12
	2018-00000512	10/25/2017	11/16/16-10/19/17 SVC - 14661 CLARK AVE U	\$91.53
	2018-00000513	10/25/2017	09/01-10/23/17 SVC - 600 S BREA CYN RD	\$117.47
	2018-00000514	10/26/2017	09/25-10/24/17 SVC - BREA CYN-VARIOUS SITES	\$498.27
	2018-00000515	10/27/2017	09/27-10/26/17 SVC - 137 N HUDSON AVE	\$339.95
	2018-00000516	10/28/2017	09/27-10/26/17 SVC - VARIOUS SITES	\$502.18
67554	11/09/2017		SO CALIFORNIA EDISON COMPANY	\$419.04
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
November 23, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	7500832454	10/18/2017	07/01-07/31/17 SVC - RELIABILITY SVC	\$419.04
67555	11/09/2017		SO CALIFORNIA EDISON COMPANY	\$1,477.11
	Invoice	Date	Description	Amount
	2018-00000526	10/27/2017	10/18/13-10/17/16 UNAUTHORIZED SVC - 17372 GALE	\$343.14
	2018-00000527	10/27/2017	10/18/13-10/17/16 UNAUTHORIZED SVC -	\$1,133.97
67556	11/09/2017		SOCALGAS	\$14.79
	Invoice	Date	Description	Amount
	2018-00000524	10/30/2017	09/26-10/26/17 SVC - 710 NOGALES ST	\$14.79
67557	11/13/2017		CORDOBA CORPORATION	\$77,556.14
	Invoice	Date	Description	Amount
	217379	08/09/2017	COI STORMWATER CAPTURE PROJECT	\$11,787.50
	217428	09/07/2017	COI STORMWATER CAPTURE PROJECT	\$27,329.29
	217488	10/13/2017	COI STORMWATER CAPTURE PROJECT	\$38,439.35
67558	11/14/2017		AT & T	\$225.00
	Invoice	Date	Description	Amount
	8963650506	11/01/2017	11/01-11/30/17 SVC - 600 S BREA CYN-METROLINK	\$225.00
67559	11/14/2017		FRONTIER	\$2,418.71
	Invoice	Date	Description	Amount
	2018-00000536	10/28/2017	10/28-11/27/17 SVC - EM-179 S. GRAND AVE	\$37.71
	2018-00000537	10/28/2017	10/28-11/27/17 SVC - EM-21700 BAKER PKWY BLDG	\$51.22
	2018-00000538	10/28/2017	10/28-11/27/17 SVC - EM-21912 GARCIA LN-ALARM	\$66.18
	2018-00000539	11/01/2017	11/01-11/30/17 SVC - GS-21700 VALLEY BLVD	\$53.90
	2018-00000540	11/01/2017	11/01-11/30/17 SVC - VARIOUS SITES	\$961.83
	2018-00000541	11/01/2017	11/01-11/30/17 SVC - VARIOUS GENERATOR SITES	\$1,051.66
	2018-00000542	11/01/2017	11/01-11/30/17 SVC - GS-21650 VALLEY BLVD	\$51.22
	2018-00000543	11/02/2017	11/02-12/01/17 SVC - IH GOLF COURSE FUEL PUMP	\$144.99

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67560	11/14/2017		SO CALIFORNIA EDISON COMPANY	\$7,854.47
	Invoice	Date	Description	Amount
	2018-00000544	11/02/2017	10/03-11/01/17 SVC - 208 S WADDINGHAM WAY CP	\$110.57
	2018-00000545	11/02/2017	10/01-11/01/17 SVC - 600 BREA CYN RD	\$475.78
	2018-00000546	11/02/2017	10/01-11/01/17 SVC - VARIOUS SITES-	\$322.47
	2018-00000547	11/03/2017	10/01-11/01/17 SVC - 1 VALLEY/AZUSA	\$15.70
	15660STAFF-NOV17	11/03/2017	09/27-10/26/17 SVC - 15660,STAFFORD ST	\$1,957.23
	2018-00000548	11/03/2017	10/03-11/01/17 SVC - 15625 STAFFORD ST	\$4,131.56
	2018-00000549	11/04/2017	10/05-11/03/17 SVC - 1123 HATCHER AVE STE A	\$175.67
	2018-00000550	11/04/2017	10/05-11/03/17 SVC - 1135 HATCHER AVE	\$206.85
	2018-00000551	11/04/2017	10/01-11/01/17 SVC - NOGALES ST/SAN JOSE AVE	\$458.64
67561	11/14/2017		SOCALGAS	\$332.28
	Invoice	Date	Description	Amount
	2018-00000552	11/01/2017	09/28-10/30/17 SVC - 2700 CHINO HILLS PKWY	\$49.50
	2018-00000553	11/01/2017	09/28-10/30/17 SVC - 1 INDUSTRY HILLS PKWY	\$16.68
	2018-00000554	11/03/2017	10/02-11/01/17 SVC - 15625 STAFFORD ST APT A	\$14.79
	2018-00000555	11/03/2017	10/02-11/01/17 SVC - 15651 STAFFORD ST	\$40.93
	2018-00000556	11/03/2017	10/02-11/01/17 SVC - 15633 RAUSCH RD	\$210.38
67562	11/14/2017		SUBURBAN WATER SYSTEMS	\$251.63
	Invoice	Date	Description	Amount
	180050977118	11/02/2017	10/04-11/02/17 SVC - NE CNR VALLEY/STIMS	\$251.63
67563	11/14/2017		ANNEALTA GROUP	\$130,845.00
	Invoice	Date	Description	Amount
	1116	11/05/2017	PLANNING SUPPORT SVC-OCT 2017	\$28,935.00
	1117	11/05/2017	PLANNING SUPPORT-DP17-6, JN9297	\$382.50
	1118	11/05/2017	PLANNING SUPPORT-DP16-6, JN9280	\$2,790.00
	1119	11/05/2017	PLANNING SUPPORT-DP17-6, JN9302	\$1,080.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1120	11/05/2017	PLANNING SUPPORT-DP17-2, JN9284	\$1,275.00
	1121	11/06/2017	GENERAL DEVELOPMENT SVC	\$49,407.50
	1122	11/06/2017	STORMWATER COMPLIANCE	\$46,975.00
67564	11/14/2017		SAN GABRIEL VALLEY	\$97,000.00
	Invoice	Date	Description	Amount
	CI11092017	11/09/2017	PROJECT MOBILIZATION-INDUSTRY HILLS TRAIL	\$97,000.00
67565	11/23/2017		4IMPRINT, INC.	\$1,508.70
	Invoice	Date	Description	Amount
	5804865	10/12/2017	T-SHIRTS FOR TWENTIES FESTIVAL	\$1,508.70
67566	11/23/2017		ADVANCED DISCOVERY, INC.	\$15,068.16
	Invoice	Date	Description	Amount
	B210290	05/31/2017	DOCUMENT MGMT SVC-MAY 2017	\$1,342.56
	B216959	10/31/2017	DOCUMENT MGMT SVC-OCT 2017	\$3,324.73
	B215563	09/30/2017	DOCUMENT MGMT SVC-SEP 2017	\$10,400.87
67567	11/23/2017		AGUILAR, DENNIS, EDMOND	\$150.00
	Invoice	Date	Description	Amount
	HMDA2	11/09/2017	PIANO PERFORMANCE-HOMESTEAD	\$150.00
67568	11/23/2017		ALEMANNIA MUSIC FOUNDATION,	\$500.00
	Invoice	Date	Description	Amount
	PPAMF1	11/08/2017	BRASS BAND-HOMESTEAD	\$500.00
67569	11/23/2017		B AND T CATTLE	\$14,580.00
	Invoice	Date	Description	Amount
	77	10/31/2017	MAINT SVC-NOV 2017	\$14,580.00
67570	11/23/2017		BOUZA LAW FIRM	\$40,000.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	758	10/31/2017	LEGAL SVC-OCT 2017	\$40,000.00
67571	11/23/2017		BRYAN PRESS	\$287.95
	Invoice	Date	Description	Amount
	0078198	10/25/2017	RECEIPTS-VEHICLE STORAGE/IMPOUND FEES	\$107.84
	0078199	10/24/2017	COI LETTERHEAD	\$180.11
67572	11/23/2017		CARLSON, CALLADINE &	\$80,456.94
	Invoice	Date	Description	Amount
	19838	10/20/2017	LEGAL SVC-SEP 2017	\$39,945.34
	19866	11/08/2017	LEGAL SVC-OCT 2017	\$40,511.60
67573	11/23/2017		CASC ENGINEERING AND	\$6,554.99
	Invoice	Date	Description	Amount
	0037971	09/30/2017	INITIAL STUDY-16601 E. CHESTNUT ST	\$6,554.99
67574	11/23/2017		CHAD'S PROFESSIONAL CLEANING	\$1,250.00
	Invoice	Date	Description	Amount
	09/12/17	09/12/2017	CARPET AND CHAIR CLEANING-CITY HALL	\$1,250.00
67575	11/23/2017		CITY OF INDUSTRY DISPOSAL CO.	\$2,324.03
	Invoice	Date	Description	Amount
	3054913	10/31/2017	DISP SVC-3226 GILMAN RD	\$84.51
	3054957	10/31/2017	DISP SVC-16212 TEMPLE AVE	\$84.51
	3054956	10/31/2017	DISP SVC-14310 PROCTOR AVE	\$84.51
	3054955	10/31/2017	DISP SVC-16200 TEMPLE AVE	\$84.51
	3054954	10/31/2017	DISP SVC-15236 VALLEY BLVD	\$169.02
	3054953	10/31/2017	DISP SVC-138 TURNBULL CYN RD	\$28.17
	3054952	10/31/2017	DISP SVC-132 TURNBULL CYN RD	\$28.17
	3054951	10/31/2017	DISP SVC-130 TURNBULL CYN RD	\$28.17

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3054950	10/31/2017	DISP SVC-17229 CHESTNUT ST	\$84.51
3054949	10/31/2017	DISP SVC-15722 NELSON AVE	\$28.17
3054948	10/31/2017	DISP SVC-20137 E WALNUT DR S	\$28.17
3054947	10/31/2017	DISP SVC-22036 VALLEY BLVD	\$84.51
3054946	10/31/2017	DISP SVC-14063 PROCTOR AVE	\$84.51
3054945	10/31/2017	DISP SVC-134 TURNBULL CYN RD	\$28.17
3054944	10/31/2017	DISP SVC-15652 NELSON AVE	\$28.17
3054943	10/31/2017	DISP SVC-15714 NELSON AVE	\$28.17
3054942	10/31/2017	DISP SVC-16224 BV HANDORF RD	\$28.17
3054941	10/31/2017	DISP SVC-16238 BV HANDORF RD	\$28.17
3054940	10/31/2017	DISP SVC-16227 BV HANDORF RD	\$28.17
3054939	10/31/2017	DISP SVC-16217 BV HANDORF RD	\$56.34
3054938	10/31/2017	DISP SVC-16218 BV HANDORF RD	\$28.17
3054937	10/31/2017	DISP SVC-16220 BV HANDORF RD	\$84.51
3054936	10/31/2017	DISP SVC-16242 BV HANDORF RD	\$56.34
3054935	10/31/2017	DISP SVC-16229 BV HANDORF RD	\$28.17
3054934	10/31/2017	DISP SVC-16014 HILL ST	\$28.17
3054933	10/31/2017	DISP SVC-16010 HILL ST	\$56.34
3054932	10/31/2017	DISP SVC-16000 HILL ST	\$28.17
3054931	10/31/2017	DISP SVC-15157 WALBROOK DR	\$28.17
3054930	10/31/2017	DISP SVC-15151 PROCTOR AVE	\$84.51
3054929	10/31/2017	DISP SVC-643 GIANO AVE	\$56.34
3054928	10/31/2017	DISP SVC-257 TURNBULL CYN RD	\$42.26
3054927	10/31/2017	DISP SVC-15634 NELSON AVE	\$28.17
3054926	10/31/2017	DISP SVC-15736 NELSON AVE	\$28.17
3054925	10/31/2017	DISP SVC-16020 HILL ST	\$28.17
3054924	10/31/2017	DISP SVC-210 S 9TH AVE	\$56.34
3054923	10/31/2017	DISP SVC-754 S 5TH AVE	\$56.34
3054922	10/31/2017	DISP SVC-629 GIANO AVE	\$56.34
3054921	10/31/2017	DISP SVC-15626 NELSON AVE	\$28.17
3054920	10/31/2017	DISP SVC-15644 NELSON AVE	\$28.17

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WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	3054919	10/31/2017	DISP SVC-15730 NELSON AVE	\$28.17
	3054918	10/31/2017	DISP SVC-507 TURNBULL CYN RD	\$56.34
	3054917	10/31/2017	DISP SVC-15702 NELSON AVE	\$28.17
	3054916	10/31/2017	DISP SVC-15710 NELSON AVE	\$28.17
	3054915	10/31/2017	DISP SVC-14362 PROCTOR AVE	\$84.51
	3054914	10/31/2017	DISP SVC-16000 TEMPLE AVE	\$140.85
67576	11/23/2017		CITY OF INDUSTRY-PAYROLL ACCT	\$150,000.00
	Invoice	Date	Description	Amount
	P/R 11/15/17	11/13/2017	REIMBURSE FOR PAYROLL 11/15/17	\$150,000.00
67577	11/23/2017		CITY OF INDUSTRY-REFUSE	\$15,351.39
	Invoice	Date	Description	Amount
	3050058	10/31/2017	DISP SVC-1123 HATCHER	\$5,496.35
	3048624	11/01/2017	DISP SVC-TONNER CYN MAINT YD	\$1,101.21
	3048626	11/01/2017	DISP SVC-CAMP COURAGE	\$460.54
	3048625	11/01/2017	DISP SVC-CITY HALL	\$313.42
	3050059	10/31/2017	STORAGE BOX-CITY HALL	\$53.23
	3048627	11/01/2017	DISP SVC-TRES HERMANOS	\$144.83
	3049164	11/01/2017	DISP SVC-CITY BUS STOPS	\$4,376.33
	3050105	10/31/2017	DISP SVC-HADDICKS IMPOUND YARD	\$3,019.84
	3048861A	11/01/2017	DISP SVC-205 N HUDSON AVE	\$192.82
	3048861B	11/01/2017	DISP SVC-841 7TH AVE	\$192.82
67578	11/23/2017		CNC ENGINEERING	\$48,473.80
	Invoice	Date	Description	Amount
	456358	10/12/2017	GENERAL ENGINEERING SVC 9/25-10/08/17	\$14,537.86
	456401	11/09/2017	NPDES - STORM WATER	\$685.82
	456402	11/09/2017	AJAX AVE STORM DRAIN	\$4,166.86
	456403	11/09/2017	UNRUH AVE/DON JULIAN RECONSTRUCTION	\$13,131.70
	456408	11/09/2017	TRES HERMANOS GENERAL ENGINEERING	\$2,051.10

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	456410	11/09/2017	VARIOUS ASSIGNMENTS RELATED TO SA	\$13,900.46
67579	11/23/2017		COMFORT SYSTEMS USA	\$1,973.83
	Invoice	Date	Description	Amount
	267650	10/24/2017	A/C MAINT-EL ENCANTO	\$1,973.83
67580	11/23/2017		CORDOBA CORPORATION	\$296,021.50
	Invoice	Date	Description	Amount
	217502	10/20/2017	ENGINEERING STAFF-SEP 2017 INDUSTRY HILLS, EXPO CENTER, EL ENCANTO	\$296,021.50
67581	11/23/2017		CORELOGIC INFORMATION	\$192.50
	Invoice	Date	Description	Amount
	81843593	10/31/2017	GEOGRAPHIC PKG-OCT 2017	\$192.50
67582	11/23/2017		CREATIVE IMAGE PRODUCTS	\$144.38
	Invoice	Date	Description	Amount
	1408	11/07/2017	VICTORY AWARD-M. YOKOYAMA	\$144.38
67583	11/23/2017		ECHELON CHEM INC.	\$3,096.00
	Invoice	Date	Description	Amount
	5495	11/07/2017	EMERGENCY REPAIR-HVAC SYSTEM	\$3,096.00
67584	11/23/2017		EDMON J. RODMAN	\$300.00
	Invoice	Date	Description	Amount
	PPER2	11/08/2017	HANUKKAH LECTURE-HOMESTEAD	\$300.00
67585	11/23/2017		EGOSCUE LAW GROUP	\$550.00
	Invoice	Date	Description	Amount
	11741	11/07/2017	LEGAL SVC-FOLLOW'S CAMP	\$550.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	1083	11/06/2017	IMC STRATEGIC CONSULTING-OCT 2017	\$6,000.00
	1082	11/06/2017	MEDIA CONSULTING-OCT 2017	\$15,000.00
67587	11/23/2017		ERNEST MILLER	\$300.00
	Invoice	Date	Description	Amount
	CCEM6	11/07/2017	PRESENTATION ON 12/3/17-HOMESTEAD	\$300.00
67588	11/23/2017		GMS ELEVATOR SERVICES, INC	\$138.00
	Invoice	Date	Description	Amount
	00089552	11/01/2017	MONTHLY ELEVATOR SVC	\$138.00
67589	11/23/2017		HARDT, JULIE	\$121.55
	Invoice	Date	Description	Amount
	11/10/2017	11/10/2017	REIMBURSEMENT FOR EXPENSES-CALPERS	\$121.55
67590	11/23/2017		HDL COREN & CONE	\$2,400.00
	Invoice	Date	Description	Amount
	0024610-IN	10/30/2017	CONTRACT SVC-4TH QTR 2017	\$2,400.00
67591	11/23/2017		HISTORICAL RESOURCES, INC.	\$887.50
	Invoice	Date	Description	Amount
	1047	10/26/2017	REIMBURSE FOR INVENTORY OF ARTIFACTS	\$887.50
67592	11/23/2017		INDUSTRY SECURITY SERVICES	\$34,049.25
	Invoice	Date	Description	Amount
	14-21658	11/03/2017	SECURITY SVC 10/27-11/2/17	\$14,465.74
	14-21698	11/10/2017	SECURITY SVC 11/3-11/9/17	\$14,507.82
	14-21700	11/10/2017	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-21661	11/03/2017	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-21663	11/03/2017	VEHICLE FUEL-TRES HERMANOS	\$701.45

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67593	11/23/2017		INDUSTRY TIRE SERVICE	\$724.23
	Invoice	Date	Description	Amount
	0277986	10/24/2017	NEW TIRES-LIC 7W20338	\$724.23
67594	11/23/2017		JANUS PEST MANAGEMENT	\$170.00
	Invoice	Date	Description	Amount
	191657	09/06/2017	PEST SVC-15660 STAFFORD (IPUC)	\$85.00
	191658	09/06/2017	PEST SVC-15559 RAUSCH RD	\$85.00
67595	11/23/2017		L A COUNTY DEPT OF PUBLIC	\$107,738.80
	Invoice	Date	Description	Amount
	DI180000011	10/30/2017	DEPOSIT-UPPER SAN GABRIEL RIVER WATERSHED	\$107,738.80
67596	11/23/2017		L A COUNTY DEPT OF PUBLIC	\$24,602.00
	Invoice	Date	Description	Amount
	SA180000137	09/28/2017	FINAL ACCTG FY 16/17, EST FY 17/18, AGRMT 29597	\$24,602.00
67597	11/23/2017		L A COUNTY SHERIFF'S	\$24,112.69
	Invoice	Date	Description	Amount
	181137CY	10/23/2017	SPECIAL EVENT-DIRECTED PATROL	\$24,112.69
67598	11/23/2017		LA PUENTE VALLEY COUNTY	\$24,748.43
	Invoice	Date	Description	Amount
	2018-00000557	10/19/2017	08/21-10/19/17 SVC - 15625 STAFFORD ST	\$240.64
	2018-00000558	10/19/2017	08/21-10/19/17 SVC - 15625 STAFFORD ST	\$63.19
	2018-00000559	10/19/2017	08/21-10/19/17 SVC - 15415 DON JULIAN RD	\$434.41
	2018-00000560	10/19/2017	08/21-10/19/17 SVC - 15415 DON JULIAN RD (IRRI)	\$774.76
	2018-00000561	10/19/2017	08/21-10/19/17 SVC - 1 AZUSA WAY (IRRI)	\$157.46
	15660STAFF-OCT17	10/19/2017	08/21-10/19/17 SVC - 15660 STAFFORD ST	\$189.76
	2018-00000562	10/19/2017	08/21-10/19/17 SVC - PARRIOTT & DON JULIAN RD (I)	\$164.41

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2018-00000563	10/19/2017	08/21-10/19/17 SVC - DON JULIAN RD	\$888.70
	2018-00000564	10/19/2017	08/21-10/19/17 SVC - 15415 DON JULIAN RD (IRRI)	\$1,855.95
	2018-00000565	10/19/2017	08/21-10/19/17 SVC - VALLEY BLVD (IRRI)	\$53.44
	2018-00000566	10/19/2017	08/21-10/19/17 SVC - 201 STAFFORD ST (IRRI)	\$3,367.74
	2018-00000567	10/19/2017	08/21-10/19/17 SVC - 15414 DON JULIAN RD	\$137.11
	2018-00000568	10/19/2017	08/21-10/19/17 SVC - 15414 DON JULIAN RD (IRRI)	\$1,090.66
	2018-00000569	10/19/2017	08/21-10/19/17 SVC - 15415 DON JULIAN RD (IRRI)	\$4,285.65
	2018-00000570	10/19/2017	08/21-10/19/17 SVC - HACIENDA BLVD (IRRI)	\$57.34
	2018-00000571	10/19/2017	08/21-10/19/17 SVC - PROCTOR & EL ENCANTO (I)	\$318.46
	2018-00000572	10/19/2017	08/21-10/19/17 SVC - ALONG RAILROAD TRACK (I)	\$710.41
	2018-00000573	10/19/2017	08/21-10/19/17 SVC - STAFFORD & OLD VALLEY (I)	\$813.76
	2018-00000574	10/19/2017	08/21-10/19/17 SVC - RAUSCH RD (IRRI)	\$464.89
	2018-00000575	10/19/2017	08/21-10/19/17 SVC - RAUSCH RD (IRRI)	\$425.89
	2018-00000576	10/19/2017	08/21-10/19/17 SVC - 15651 STAFFORD ST	\$2,221.66
	2018-00000577	10/19/2017	08/21-10/19/17 SVC - SOTRO ST (IRRI)	\$1,104.31
	2018-00000578	10/19/2017	08/21-10/19/17 SVC - NELSON AVE (IRRI)	\$1,808.26
	2018-00000579	10/19/2017	08/21-10/19/17 SVC - 15522 NELSON AVE	\$109.99
	2018-00000580	10/19/2017	08/21-10/19/17 SVC - 220 HACIENDA BLVD (IRRI)	\$404.26
	2018-00000581	10/19/2017	08/21-10/19/17 SVC - STAFFORD ST (IRRI)	\$856.66
	2018-00000582	10/19/2017	08/21-10/19/17 SVC - HUDSON AVE (IRRI)	\$581.71
	2018-00000583	10/19/2017	08/21-10/19/17 SVC - 211 HACIENDA BLVD (IRRI)	\$283.54
	2018-00000584	10/19/2017	08/21-10/19/17 SVC - HACIENDA & STAFFORD (IRR)	\$419.86
	2018-00000585	10/19/2017	08/21-10/19/17 SVC - HACIENDA & STAFFORD ST (I)	\$363.31
	2018-00000586	10/19/2017	08/21-10/19/17 SVC - 285 HACIENDA BLVD (IRRI)	\$100.24
67599	11/23/2017		LA WEEKLY LP	\$4,000.00
	Invoice	Date	Description	Amount
	146347-100517	10/23/2017	ADVERTISING OF TWENTIES EVENT	\$4,000.00
67600	11/23/2017		LAND OF THE FREE FOUNDATION	\$10,000.00
	Invoice	Date	Description	Amount

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CITY.WF.CHK - City General Wells Fargo				
	1705	11/07/2017	SPONSORSHIP	\$10,000.00
67601	11/23/2017		LANG, HANSEN, O'MALLEY &	\$25,000.00
	Invoice	Date	Description	Amount
	6599	11/03/2017	LEGISLATIVE SVC-NOV 2017	\$25,000.00
67602	11/23/2017		LOS ANGELES TIMES MEDIA GROUP	\$6,424.00
	Invoice	Date	Description	Amount
	003425882	10/31/2017	ADVERTISING FOR TWENTIES EVENT-HOMESTEAD	\$6,424.00
67603	11/23/2017		LOWE'S/SYNCHRONY BANK	\$45.54
	Invoice	Date	Description	Amount
	23573065	11/01/2017	MISC SUPPLIES-CITY HALL	\$45.54
67604	11/23/2017		MERRITT'S ACE HARDWARE	\$68.93
	Invoice	Date	Description	Amount
	101800	11/06/2017	MISC SUPPLIES	\$37.20
	101643	10/27/2017	MISC SUPPLIES-CITY HALL	\$31.73
67605	11/23/2017		MERRITT'S ACE HARDWARE	\$89.38
	Invoice	Date	Description	Amount
	101346	10/12/2017	MISC SUPPLIES-HOMESTEAD	\$89.38
67606	11/23/2017		MICHAEL BAKER INTERNATIONAL,	\$21,220.55
	Invoice	Date	Description	Amount
	994915	10/30/2017	PLANNING SUPPORT-14750 NELSON AVE	\$17,765.55
	995212	11/02/2017	PLANNING SUPPORT SVC-OCT 2017	\$3,455.00
67607	11/23/2017		MOUNTAIN VIEW SCHOOL DISTRICT	\$100.00
	Invoice	Date	Description	Amount
	1718JTTTLE1	10/24/2017	BUS FUNDING STIPEND-HOMESTEAD	\$100.00

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CITY.WF.CHK - City General Wells Fargo				
67608	11/23/2017		MUNI-ENVIRONMENTAL, LLC	\$19,208.67
	Invoice	Date	Description	Amount
	17-029	10/30/2017	COMMERCIAL WASTE PROGRAM	\$19,208.67
67609	11/23/2017		MX GRAPHICS, INC.	\$45.89
	Invoice	Date	Description	Amount
	13969	10/30/2017	MONOCHROME SCANNING-IPUC	\$45.89
67610	11/23/2017		PACIFIC UTILITY INSTALLATION	\$14,715.37
	Invoice	Date	Description	Amount
	16088	10/18/2017	OPERATIONS/MAINT AGRMT-SUBSTATION	\$3,457.55
	16089	10/18/2017	OPERATIONS/MAINT AGRMT-SUBSTATION	\$1,485.82
	16090	10/18/2017	OPERATIONS/MAINT AGRMT-SUBSTATION	\$1,160.00
	16092	10/18/2017	OPERATIONS/MAINT AGRMT-SUBSTATION	\$3,768.00
	16091	10/18/2017	OPERATIONS/MAINT AGRMT-SUBSTATION	\$2,768.00
	16093	10/18/2017	OPERATIONS/MAINT AGRMT-SUBSTATION	\$2,076.00
67611	11/23/2017		PADILLA, YVETTE	\$715.37
	Invoice	Date	Description	Amount
	FALL/2017	11/09/2017	REIMBURSEMENT FOR BOOKS-FALL 2017	\$165.37
	FALL 2017 RH	11/13/2017	REIMBURSEMENT FOR TUITION-RIO HONDO	\$550.00
67612	11/23/2017		PITNEY BOWES, INC.	\$111.71
	Invoice	Date	Description	Amount
	3101689307	10/31/2017	POSTAGE MACHINE ON FIRST FLOOR-NOV 2017	\$111.71
67613	11/23/2017		PRICE, POSTEL & PARMA, LLP	\$1,641.50
	Invoice	Date	Description	Amount
	144167	10/24/2017	LEGAL SVC-REAL ESTATE MATTERS	\$1,641.50

**CITY OF INDUSTRY
WELLS FARGO BANK
November 23, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67614	11/23/2017		R.F. DICKSON CO., INC.	\$17,594.06
	Invoice	Date	Description	Amount
	2508844	10/31/2017	STREET & PARKING LOT SWEEPING	\$17,594.06
67615	11/23/2017		RAJ RADIA	\$1,822.29
	Invoice	Date	Description	Amount
	CCG1010/17	08/24/2017	METAL LAPEL PINS	\$1,822.29
67616	11/23/2017		RICOH USA, INC.	\$152.54
	Invoice	Date	Description	Amount
	5050929478	10/24/2017	METER READING-FINANCE COPIER	\$152.54
67617	11/23/2017		RICOH USA, INC.	\$303.54
	Invoice	Date	Description	Amount
	56648481	10/31/2017	COPIER LEASE-IPUC	\$303.54
67618	11/23/2017		ROWLAND UNIFIED SCHOOL	\$100.00
	Invoice	Date	Description	Amount
	1718CBTA1	10/23/2017	BUS FUNDING STIPEND-HOMESTEAD	\$100.00
67619	11/23/2017		SAN GABRIEL VALLEY NEWSPAPER	\$1,551.00
	Invoice	Date	Description	Amount
	0000349178	10/31/2017	MONTHLY ADVERTISING-HOMESTEAD	\$1,551.00
67620	11/23/2017		SATSUMA LANDSCAPE & MAINT.	\$174,564.51
	Invoice	Date	Description	Amount
	1017TA	10/31/2017	LANDSCAPE SVC-TEMPLE & AZUSA	\$56,216.88
	1017XROADS	10/31/2017	LANDSCAPE SVC-CROSSROADS PKY NORTH &	\$44,105.60
	1017CH	10/31/2017	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$38,302.83
	1017CH-1	10/31/2017	LANDSCAPE SVC-VARIOUS AGENCY SITES	\$35,939.20

**CITY OF INDUSTRY
WELLS FARGO BANK
November 23, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67621	11/23/2017		SC FUELS	\$20,534.19
	Invoice	Date	Description	Amount
	3440215	10/24/2017	FUEL FOR PUMPS AT INDUSTRY HILLS	\$20,534.19
67622	11/23/2017		SHERWIN-WILLIAMS	\$60.20
	Invoice	Date	Description	Amount
	6229-5	11/01/2017	PAINT FOR FIRE HYDRANT-TONNER CYN	\$60.20
67623	11/23/2017		SQUARE ROOT GOLF &	\$276,509.41
	Invoice	Date	Description	Amount
	1313ELHM	10/30/2017	LANDSCAPE SVC-EL ENCANTO	\$15,176.00
	1314ELHM	10/30/2017	LANDSCAPE SVC-HOMESTEAD	\$29,770.85
	1312ELHM	10/30/2017	LANDSCAPE SVC-VARIOUS CITY SITES	\$11,800.00
	1315H	10/30/2017	LANDSCAPE SVC-VARIOUS CITY SITES	\$219,762.56
67624	11/23/2017		SST CONSTRUCTION, LLC	\$640.00
	Invoice	Date	Description	Amount
	28071	10/16/2017	PREVENTIVE MAINT SVC-METRO SOLAR	\$640.00
67625	11/23/2017		STAPLES BUSINESS ADVANTAGE	\$2,326.55
	Invoice	Date	Description	Amount
	8047143417	10/21/2017	OFFICE SUPPLIES	\$1,128.45
	8046934443	10/14/2017	OFFICE SUPPLIES	\$157.89
	8046827269	10/07/2017	OFFICE SUPPLIES	\$1,134.37
	8047172065	10/28/2017	CREDIT ON OFFICE SUPPLIES	(\$20.41)
	8046709092	09/30/2017	CREDIT ON OFFICE SUPPLIES	(\$73.75)
67626	11/23/2017		STATE COMPENSATION INS. FUND	\$5,700.42
	Invoice	Date	Description	Amount
	NOVEMBER 2017	11/01/2017	PREMIUM FOR 11/01-12/01/17	\$5,700.42

**CITY OF INDUSTRY
WELLS FARGO BANK
November 23, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67627	11/23/2017		TPX COMMUNICATIONS	\$6,102.78
	Invoice	Date	Description	Amount
	96534998-0	10/31/2017	INTERNET SVC-CITY/METRO/IPUC	\$6,102.78
67628	11/23/2017		TPX COMMUNICATIONS	\$985.79
	Invoice	Date	Description	Amount
	96477969-0	10/31/2017	INTERNET SVC-HOMESTEAD	\$985.79
67629	11/23/2017		TREV GET FIT	\$900.00
	Invoice	Date	Description	Amount
	3	10/31/2017	CONSULTANT FOR CITY'S WELLNESS CENTER	\$900.00
67630	11/23/2017		TRUELOCK, MIKE	\$800.00
	Invoice	Date	Description	Amount
	PPMT2	11/08/2017	PROMOTIONAL FILMING-HOMESTEAD	\$800.00
67631	11/23/2017		U.S. BANK	\$1,500.00
	Invoice	Date	Description	Amount
	4764705	09/25/2017	COI-ADMIN FEES FOR 2010 GO REF BONDS	\$1,500.00
67632	11/23/2017		UNDERGROUND SERVICE ALERT OF	\$31.45
	Invoice	Date	Description	Amount
	1020170157	11/01/2017	DIG ALERTS	\$31.45
67633	11/23/2017		UNUM LIFE INSURANCE COMPANY	\$1,026.00
	Invoice	Date	Description	Amount
	12/1/17-02/28/18	11/04/2017	LONG TERM CARE-SPOUSE	\$1,026.00
67634	11/23/2017		VANGUARD CLEANING SYSTEMS,	\$1,495.00
	Invoice	Date	Description	Amount
	46723	10/16/2017	DAY PORTER SVC-SPECIAL EVENT AT HOMESTEAD	\$500.00

**CITY OF INDUSTRY
WELLS FARGO BANK
November 23, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	47354	11/01/2017	JANITORIAL SVC-HOMESTEAD	\$995.00
67635	11/23/2017		WEATHERITE SERVICE	\$776.00
	Invoice	Date	Description	Amount
	L174306	11/01/2017	A/C MAINT-IMC	\$164.00
	L174259	10/31/2017	A/C MAINT-HOMESTEAD	\$612.00
67636	11/23/2017		WILLDAN ENGINEERING	\$250.00
	Invoice	Date	Description	Amount
	00615670	10/19/2017	ENGINEERING SVC-VARIOUS SITES	\$250.00
67637	11/23/2017		WILSON & HAMPTON PAINTING	\$5,969.35
	Invoice	Date	Description	Amount
	533768	10/25/2017	REFINISH DOORS-CITY HALL SECOND FLOOR	\$5,969.35
67638	11/23/2017		SMARTSIGN	\$29.97
	Invoice	Date	Description	Amount
	SMT-175409	10/24/2017	SIGNS FOR SUBSTATION	\$29.97

Checks	Status	Count	Transaction Amount
	Total	99	\$2,135,709.73

CITY COUNCIL

ITEM NO. 6.1



MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

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

STAFF: Alex Gonzalez, Director of Development Services and Administration *AG*
Roberto Ramirez, Contract City Engineer, Cordoba Corporation *RR*
Lisette Calleros, Funding Program Consultant, Avant Garde

DATE: November 30, 2017

SUBJECT: Consideration of Amendment No. 3 to the Memorandum of Understanding between the City of Industry and Los Angeles County Metropolitan Transportation Authority for the SR 57/60 Confluence Project Westbound Grand Avenue Slip On-Ramp

Background:

On November 23, 2011, the City entered into a Memorandum of Understanding ("MOU") with Los Angeles County Metropolitan Transportation Authority ("LACMTA" or "Metro"), defining the terms and conditions under which the SR-57/60 Confluence Project Westbound Grand Avenue Slip On-Ramp's ("Project") activities are performed and financed. The Project is Phase I of the larger SR-57/60 Confluence Project and includes the construction of a new westbound slip on-ramp and auxiliary lane, closure of the southbound Grand Avenue left turn lanes at the westbound SR-60 loop on-ramp and removal of the median along Grand Avenue to restripe a second southbound left turn lane to the eastbound SR-60.

Through Metro's 2009 Call for Projects, the City secured \$8.7 million in local Proposition C grant funds for a 50% share in project costs related to the right of way acquisition, construction and construction management. The remaining 50% share is expected to be funded in bond proceeds from the Successor Agency.

Metro implements a lapsing policy on all Call for Projects funding to ensure resources are provided for projects that can use them in a timely manner. The policy states that if programmed funds are not expended before their lapsing date, the grantee runs the risk of those funds becoming de-obligated for the entire project and therefore no longer being able to use them. Under the MOU, all funds programmed for: FY2011/12 were subject to lapse on June 30, 2014; FY2012/13 were subject to lapse on June 30, 2015; and FY2013/14 were subject to lapse on June 30, 2016.

On August 1, 2015, the City executed Amendment No. 1 to MOU P00F3137 to extend the lapsing date of funds programmed for FY2011/12 and 2012/13 to June 30, 2016.

With construction underway as of March 8, 2016 and the City having already requested reimbursement for early Project costs, the Metro Project Manager began working with the City to process a second amendment after the lapsing date of June 30, 2016. The locally managed Call for Projects funds are allowed some flexibility in the lapsing date dependent upon a positive demonstration of Project progress and expenditures. Processing a second amendment to extend the lapsing date allowed the City to keep their funding without having to appear before the Metro Technical Advisory Committee (TAC) and requesting to do so.

On June 1, 2017, the City executed Amendment No. 2 to MOU P00F3137 to extend the lapsing date of the project funds to February 28, 2018.

Discussion:

A third amendment is necessary to reprogram \$2,800,000 of the funds from FY 2013/14 to FY 2017/18. These reprogrammed funds will be subject to lapse on June 30, 2020. This action enables the City to continue to expend Call for Projects funds. The Project is currently under construction with completion expected by November 2018.

It should be noted that the Metro Board adopted a Revised Lapsing Policy. The Revised Lapsing Policy limits projects to a one-time 20-month lapsing date extension from the last year of programming and eliminates interim lapsing dates.

Amendment No. 3 also includes the following revisions:

- Part I, Paragraph 2 of the existing MOU is being amended by deleting it in its entirety and replacing it with language that incorporates the reprogrammed funds.
- Part II, Paragraph 8.1 (iv) of the existing MOU is being amended by deleting it in its entirety and replacing it with language that incorporates the new lapse date for the reprogrammed funds.
- Attachment A of the existing MOU is to be replaced by Attachment A-1 which consists of an updated project funding breakdown.
- Attachment C-1 Scope of Work is to be amended by updating and replacing the Revised Project Schedule.

Fiscal Impact:

There are no costs associated with the third amendment.

Recommendation:

- 1) Staff recommends that the City Council approve and execute Amendment No. 3 to the Memorandum of Understanding between the City of Industry and Los Angeles County Metropolitan Transportation Authority.

Exhibit:

- A. Amendment No. 3 to the Memorandum of Understanding between the City of Industry and Los Angeles County Metropolitan Transportation Authority, dated November 30, 2017

EXHIBIT A

Amendment No. 3 to the Memorandum of Understanding between the City of Industry
and Los Angeles County Metropolitan Transportation Authority, dated November 30,
2017

[Attached]

AMENDMENT NO. 3
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF INDUSTRY
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 3 to Memorandum of Understanding (this "Amendment"), is dated as of November 1, 2017, by and between City of Industry ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F3137 dated November 23, 2011, which was amended on August 1, 2015 and June 1, 2017 (as amended, the "Existing MOU"), which Existing MOU provides for the SR-57/SR-60 Confluence Project: Westbound Slip On-Ramp ("the Project"); and

B. Whereas, LACMTA Board on July 27, 2017 approved reprogramming \$2,800,000 of the Funds from FY 2013-14 to FY 2017-18; and

C. GRANTEE and LACMTA desire to amend the Existing MOU as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2 of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following: "2. To the extent the Funds are available, LACMTA shall make to GRANTEE a one-time grant of Proposition C25% funds in the amount of \$8,751,425 ("the Funds") for the Project. LACMTA Board of Directors' action of September 24, 2009, granted the Funds to GRANTEE for the Project. The Funds were programmed over three years, Fiscal Years (FY) 2011-12, FY 2012-13 and FY 2013-14. LACMTA Board of Director's action of July 27, 2017, approved reprogramming of \$2,800,000 of Funds from FY 2013-14 to FY 2017-18. Funds are programmed over four years, Fiscal Years (FY) 2011-12, FY 2012-13, FY 2013-14 and FY 2017-18."

2. Part II, Paragraph 8.1 (iv) of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following: "funds programmed from FY 2011-12 are no longer available. Funds programmed from FY 2012-13 and FY 2013-14 are subject to lapse on February 28, 2018. Funds programmed for FY 2017-18 are subject to lapse on June 30, 2020."

3. Attachment A of the Existing MOU is hereby replaced by Attachment A-1, attached.

4. Attachment C-1 – Scope of Work, attached to the Existing MOU is hereby amended by deleting the Revised Project Schedule and replacing it with the following Revised Project Schedule:

MOU Milestones	Amendment #2 Project Schedule		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
PS&E – Outside Caltrans ROW		Completed		Completed
Preparation of PS&E ROW		Completed		Completed
	June 2011	Completed	June 2011	Completed
On-Ramp Construction	March 2016	February 2018	March 2016	November 2018
Diamond Bar Creek Construction (outside state ROW)	November 2011	Completed	November 2011	Completed
Grand Avenue Improvements	March 2016	February 2018	March 2016	November 2018
Total Project Duration (Months)	81		90	

*On March 14, 2011, the City received a letter of no prejudice to begin work on the Diamond Bar Creek Restoration.

5. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be duly executed and delivered as of the above date.

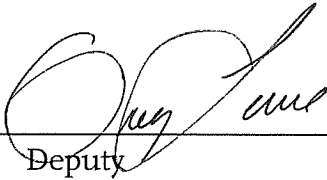
LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____
Deputy

Date: 11/2/17

CITY OF INDUSTRY

By: _____
Paul Philips
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
James M. Casso
City Attorney

Date: _____

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and City Council Members

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

STAFF: Henry Martinez, Senior Vice President, Cordoba Corporation
Michael Cruz, Project Manager, Cordoba Corporation *me*

DATE: November 30, 2017

SUBJECT: Consideration of the Request to Publish and Receive Proposals for Agreement No. DS-18-019-B, EXPO Barn Facilities Lighting Upgrade Design and Specification Services

Background:

City staff has prepared a Request for Proposals ("RFP") for EXPO Barn Lighting Design and Specification Services at the City of Industry EXPO Center. The Scope of Work includes new lighting for the 120 stalls, East and West barns, horse handling area, and the 18 stall wash racks adjacent to the West Barn. The RFP's objective is to select a Contractor to design an updated and energy efficient lighting system, develop equipment and material specifications, and establish a construction cost estimate.

Staff is recommending that the City Council approve publication of the RFP the City's PlanetBids web portal and to receive proposals for the EXPO Barn Lighting Design and Specification Services.

The scope of the RFP is as follows:

SITE ASSESSMENT AND PHOTOMETRIC STUDY

Provide photometric study of the existing barn's placement of lighting fixtures to assist in the upgrading, improving, and optimizing of lighting conditions to meet the specific needs of animals boarded in the barns.

Provide an assessment of existing barn electrical and lighting schemes and fixtures to determine criteria and technical parameters required for preliminary engineering.

DESIGN COMPLETION

Completion of the design and construction documents for a comprehensive updated barn lighting and switching system, horse handling area lighting, and wash rack stall lighting in order to provide improved and energy efficient lighting for the safe operation and care of boarded horses and animals.

SPECIFICATIONS AND BILL OF MATERIAL

Completion of the construction specification and compilation of a Bill of Materials and comprehensive construction cost estimate for the designed barn lighting and switching system, horse handling area lighting, and wash rack stall lighting as required for the complete planning and installation of materials and equipment (by others).

CONSTRUCTION SUPPORT

Contractor will provide construction support including the review of equipment and material submittals, resolution of Request for Information (RFI), review of Daily Reports, Test Data documentation, turnover materials, punch list items, and resolution of field issues as needed.

Fiscal Impact:

Staff is anticipating a project cost of approximately \$50,000. An appropriation will be requested at the time of award from the 2015 bond proceeds to Account No. 120.713.5130. No fiscal impact at this time.

Recommendation:

Staff is recommending that the City Council approve the publication of and receipt of proposals for the EXPO Barn Lighting Design and Specification Services on the City's Planetbids web portal.

Exhibits:

- A. Request for Proposals ("RFP") for EXPO Barn Facilities Lighting Upgrade Design and Specification Services
-

PJP/KW/MC

EXHIBIT A

Request for Proposals ("RFP") for EXPO Barn Lighting Design and Specification
Services for the City of Industry EXPO Center

[Attached]

Request for Proposals (“RFP”)
For
EXPO Barn Facilities Lighting Upgrade Design
and Specification Services for the City of
Industry

Agreement No. DS-18-019-B
Project No. CIP-EXPO-18-014-B



Issued By
City of Industry

November 30, 2017

15625 E. Stafford Street
City of Industry, CA 91744-3900
Telephone: 626-333-2211

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PUBLICATION NOTIFICATION

REQUEST FOR PROPOSALS (“RFP”) FOR EXPO BARN FACILITIES LIGHTING UPGRADE DESIGN AND SPECIFICATION SERVICES FOR THE CITY OF INDUSTRY

**Agreement No. DS-18-019-B
Project No. CIP-EXPO-18-014-B**

The **CITY OF INDUSTRY**, hereinafter referred to as the **City** will receive proposals for “Request for Proposals for the EXPO Barn Facilities Lighting Upgrade Design and Specification Services, **Agreement No. DS-18-019-B, Project No. CIP-EXPO-18-014-B** until **5:00 P.M. on January 5, 2018** via the City’s PlanetBids Vendor Portal. No paper, mailed or emailed proposals will be accepted. All proposals must be submitted through the City’s PlanetBids Vendor Portal <http://www.cityofindustry.org/?p=proposal-and-bid>.

It is the responsibility of the proposers to make sure the proposal is submitted through the City of Industry PlanetBids Vendor Portal, prior to the date and time indicated. Otherwise, the proposal will be rejected and not considered.

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 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. This is a prevailing wage project.

NOTICE TO PROPOSERS

In addition to invitations issued to prospective proposers, a public notice will be published in the local newspaper and posted on the City's PlanetBids Vendor Portal to solicit additional proposals from any other interested contractors.

There may be one or more amendments to this solicitation. All amendments will be released through the City's PlanetBids Vendor Portal. Amendments will not be emailed directly to proposers.

RFP Reference Request for Proposals for Expo Barn Facilities Lighting Upgrade Design and Specification Services for the City of Industry.

Company Name _____

Mailing Address _____

_____ (City) (State) (Zip)

Telephone Number _____

Fax Number _____

Contact Person _____

E-mail Address _____

Amendments will be issued via the City's PlanetBids Vendor Portal only. Any alteration to the documents by the proposer, other than the described Modified Pricing for a Modified work scope may be grounds for rejection of such proposal or cancellation of any subsequent award.

1. BACKGROUND

The City requests proposals from qualified and experienced contractors to provide upgraded lighting design and specification services for the City of Industry's EXPO Barn premises and facilities.

The City constructed "East" and "West" barns at the EXPO Center's Equestrian Facility in 1985. These barns are 28,741 square feet each, with 120 - 12 ft. X 12 ft. stalls in each barn for the temporary accommodation of horses and livestock during annual rodeo and horse shows. A 40 ft. X 180 ft. horse handling area with 18 - 10 ft. X 10 ft. covered wash stalls also exist approximately 40 ft. south of the West barn.

Existing barn lighting consists of 4 ft. and 8 ft. 120v, pendent fluorescent lighting hung from the barn roof at various heights over the barn corridors and stalls. The horse handling area presently has sparsely spaced exterior lighting, while the horse wash stalls have no lighting.

The RFP's objective is to select a contractor to assess, design, and specify necessary material and equipment to provide improved and energy efficient lighting for the safe operation and care of horses and animals that are temporarily housed at the City's facilities at the EXPO Barn and Wash Rack installation at 16200 Temple Ave., City of Industry, CA 91744. The City further intends to obtain proposals from firms that have proven experience providing design and specification services for multi-capacity horse barns and wash rack facilities.

The RFP describes and specifies the scope of work, identifies equipment responsibility, outlines proposal requirements and summarizes the City's evaluation criteria.

The contractor will notify and coordinate with the City, and City Consultants on matters relating to the equipment and services performed on the City Facilities. Proposers must provide qualifications, submit fixed prices as requested in the Pricing Data table based on the work described in the RFP, a major milestone work schedule with completion date, submit all proposed job titles, and a schedule of hourly rates for all services in the performance of the work.

The City seeks to select a provider that utilizes best management practices, incorporates the recommended work scope, and design/specify the most effective and efficient upgraded lighting system at the lowest cost.

The following contractual terms are non-negotiable and included in the standard Professional

Services Agreement:

- Indemnification
- All insurance terms and requirements
- Termination
- Ownership of Documents
- Legal Responsibilities
- Governing Law

By submitting a proposal, the Contractor agrees to the terms and conditions set forth in the standard Professional Services Agreement.

The City at its discretion, may interview Contractors to discuss their proposals.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all proposals and/or terminate this RFP process at any time, for any reason, without notice and with no obligations.

2. RFP SCHEDULE

The City intends to select, award, and contract as soon as possible and requires the selected Contractor to begin execution of the EXPO Barn Lighting Upgrade immediately. The *tentative* schedule dates are as follows:

<u>Schedule Item</u>	<u>Date</u>
RFP Announcement and Issuance	November 30, 2017
Interested Parties Job Walk	December 12, 2017
Q & A Deadline	December 28, 2017
Proposal Submittal Date	January 5, 2018
RFP Review	January 9, 2018 – January 18, 2018
Bidder Interview (if desired by City)	January 15, 2018
Board Approval	February 8, 2018
Contract Award	February 19, 2018
Notice to Proceed	February 19, 2018
30% Design Review	March 19, 2018
70% Design Review	April 16, 2018
Construction Drawings, Spec, BOM Complete	May 4, 2018

3. REQUEST FOR PROPOSAL SUBMISSION REQUIREMENTS

All contacts pertaining to this Request for Proposals must be submitted via the City's PlanetBids™ vendor portal, Questions & Answer ("Q&A") tab by December 28, 2017.

Questions will only be answered via the PlanetBids portal.

The City assumes no responsibility for any costs incurred by an individual/contractor in the preparation and/or presentation of a proposal in response to this Request. To be considered, respondents must submit a complete response in accordance with the requirements contained in the section: Contents of Proposal. Proposal Format Guidelines of this Request. Proposals must be signed by the individual or an officer of the Consultant authorized to bind the Consultant to its provisions.

All proposals and supporting materials become the property of the City upon its receipt by the City. The City reserves the right to reject any and all proposals received, or to request additional information from any or all of the respondents for the purpose of ascertaining the most qualified individual(s)/contractor(s) for the services requested. The City reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate. The City reserves the right to cancel in part or in its entirety this RFP if it is in the best interest of the City.

If any provision in this RFP is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

4. RESPONSE DATE

To be considered, proposals must be received by the City of Industry no later than 5:00 p.m., on January 5, 2018 via the City of Industry's PlanetBids™ vendor portal. Proposals are to be submitted through <http://www.cityofindustry.org/?p=proposal-and-bid>.

Proposals cover page must clearly state: EXPO Barn Lighting Design and Specification Services, and the Contract Number.

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

There may be one or more addendums to this solicitation. All addendums will be released through the City's PlanetBids Vendor Portal. Addendums will be issued via the City's PlanetBids Vendor Portal only. Any alteration to the documents by the proposer may be grounds for rejection of such proposal or cancellation of any subsequent award.

5. SCOPE OF WORK

The City is seeking a Contractor to assess, design, and specify upgraded lighting appropriate for the unique requirements of temporary horse boarding in the West and East barns, yard lighting at the horse handling area, and stall lighting at the 18 horse wash racks.

The contractor will perform at a minimum:

- Upgrade EXPO Center lighting at the following facilities:
 1. West and East Barns
 2. Horse handling area (south of West Barn)
 3. Horse Wash Stalls (south of West Barn)

- Pre-engineering including photometric study of the existing barn facilities lighting and the assessment of existing lighting/lighting schemes and switching systems from available drawings and “as-found” conditions.

- Develop preliminary lighting designs at the facilities identified that includes: updated and energy efficient lighting, preferably LED (unless it can be shown that others are more energy efficient); and improved barn lighting switching schemes, establishing options and costs for review and approval by City. All designs shall meet Title 24 and include the incorporation or modification of existing electrical switchgear, circuit breakers, transformers, etc. as needed for a fully functioning system.

- Conduct final engineering and provide construction documents based on an approved preliminary lighting and switching engineering option, incorporating 30% and 70% engineering reviews by the City. The contractor shall compile the drawings in a format suitable to the City (full sized drawings, reduced sized drawings and/or electronic copies in .pdf format), and submit it to the City at 30% and 70% progress. It is expected that there may be some design elements which will require some review comments or changes. These review meetings shall be included in the proposal. A re-submittal of the detailed design may be required. If the review comments are not significant, the City may elect to not require a re-submittal.

- Provide specifications and bill of materials for all materials, fixtures, and equipment needed to install the upgraded lighting systems.

- Provide a comprehensive construction cost estimate for the designed barn lighting and switching system, horse handling area lighting, and wash rack stall lighting as required for the complete planning and installation of materials and equipment (by others).

- Contractor will provide a construction support allowance in their pricing to include the review of equipment and material submittals, resolution of Request for Information (RFI), review of Daily Reports, Test Data documentation, turnover materials, punch list items, and resolution of field issues as needed.

Contractor will provide and be responsible for materials and personnel necessary to complete the assessment, design, and specification of an upgraded lighting system. All personnel performing the services set forth herein shall have the requisite training, skills and/or licenses required to perform the work.

6. PRICING DATA

The contract will be awarded a firm fixed price agreement to be billed upon completion of each defined phase of work as requested by the City and Project Manager.

Contractor pricing shall include subcontractor pricing if applicable. All subcontractors shall be identified in the proposal including detailed qualifications to perform required work.

Provide one (1) matrix with price components, organized as follows:

Barn Facility Lighting System Design and Installation Services	Phase Cost
Phase 1 – Site Assessment	
a. Photometric Study, Site Assessment and Preliminary Design Options	Cost
Phase 2 – Design and Construction Documents	
a. Final Engineering/Design	Cost
b. Lighting System Drawings and Specifications	Cost
c. Equipment/Material Bill of Material/Cost Est.	Cost
Phase 3 – Construction Support	
a. Review/resolution of submittals, RFIs, field issues	Allowance
Rate Sheet for All Classifications (pertinent to this RFP)	Please Attach

7. EVALUATION PROCEDURES AND CRITERIA

In no particular order, an Evaluation Panel will evaluate each Proposal on its overall responsiveness to the criteria identified in this RFP, including, but not limited to:

Criteria Categories	Points Possible	Points Awarded
Qualifications of Key Personnel: Include ability to provide the requested scope of services, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.	25	

Approach to Providing the Requested Scope of Services: Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.	10	
Price Proposal	25	
Innovation/Creative Approach: Innovative and/or creative approaches to providing the services that provide additional efficiencies, expedited timing or increased performance capabilities.	25	
References	15	
Total	100	

Please note that this RFP pertains to professional services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the Project. The City also reserves the right to negotiate pricing and contract terms. After reviewing the Proposals, City Staff may conduct interviews with the top Consultants. Staff will forward a recommendation to the City Council for final selection.

The City reserves the right to reject all proposers and/or to invite other individuals and/or firms to respond to this RFP if the proposals that are received are inadequate.

8. AGREEMENT

If a proposal is accepted, the consultant is required to enter into a contractual agreement with the City.

A sample of the standard City contract to be used for this project is attached as EXHIBIT B. The City reserves the right to amend this contract based on the information provided by the consultant in its response to the RFP.

9. CONTENTS OF PROPOSAL

Proposals are limited to twenty (20) pages; single sided, not including the cover letter, resumes, and any appendices. Include a table of contents with your firm's proposal. Incomplete or missing information may constitute grounds for rejection of the submission.

The following items must be provided. Follow the stated order and organization of the response.

9.1. Cover Letter

The cover letter shall not exceed two (2) single pages and shall be signed by an authorized representative of the proposing firm. The content of the letter shall cover the following:

Briefly summarize your understanding of the requested services.

The cover letter must provide a brief description of the proposing firm and shall include a brief history of the firm, corporate headquarters address, number of years the organization has been in business, type of organization (corporation, partnership, sole proprietorship, etc.), type of services it provides, major customers or its client base, and the number of employees.

Discuss the firm's specific role and present the firm's relevant qualifications for performing that role. Proposer shall provide information regarding the firm and its ability to perform the requirements. Emphasize those aspects of your organization and experiences that distinguish your firm from other firms who may respond to this Request for Proposal and why your firm is especially qualified. Identify the names, affiliation, e-mail address, and telephone and fax numbers of the key contact person(s) for both prime and any sub-contractors.

Provide a brief (no more than 2 pages), dated cover letter identifying the Contractor's business and the primary contact. Include a statement that the pricing will remain valid for a minimum period of 90 days.

The letter must be signed by an individual authorized to bind the company.

9.2. Overview

Provide an overview of the business and its history. Include the following specifics:

- Type of business (i.e.-sole proprietorship, partnership, corporation), list all partners and/or officers.
- Date the business was established.
- Locations, specifying which location will be responsible for this work
- Information on business licenses, bonding capacity and company safety record
- Information relative to similar services provided to other clients
- References for at least five similar clients over the last five years.
- List and introduction of proposed subcontractors

9.3. Financial and Insurance

Provide three (3) credit references and additional information that establishes sound financial condition. For details of the insurance requirements, refer to the attached City Design Build Agreement.

9.4. Experience Profile

Provide a minimum of three (3) descriptions (limit of one page each) of projects (preferably for public agencies) where the business has provided upgraded lighting system design and specification services for similar horse boarding facilities. Each description should include the following:

- Dates of service (start and end)
- Name of client and client reference/contact information
- Name of service, city/client
- Services provided/type of facilities where system is installed. Provide a narrative of this experience corresponding with the customer references. Confirm that this experience complies with the City's objective of utilizing contractors with experience in horse barn and facilities lighting applications.

9.5. Project Support and Personnel

Please describe how the business is organized to provide lighting system design and specification services. Include the following:

- Contractor designated point of contact
- Resume for designated point of contact
- Staff available to support project
- Resumes of key staff
- List of any proposed subcontractors, consultants, and/or companies providing equipment, studies, and/or laboratory services, and qualifying experience, and licenses as applicable.

EXHIBIT A

Reference Drawings

Sheet CS	Barns East and West – Industry Hills Equestrian Center; Cover Sheet
Sheet E-1	Symbol List, Specification, Lighting Fixture Schedule, Single Line Diagram
Sheet E-2	Power Lighting Communication Plan (East Barn)
Sheet E-3	Power Lighting Communication Plan (West Barn)
Sheet E-4	Electrical Sections
Sheet 1	Construction of East and West Horse Wash Stations at Industry Hills Equestrian Center
Sheet 2	Grading Plan – West Horse Wash Stalls
Sheet 3	Grading Plan – East Barn
Sheet 4	Drainage and Utilities; West Horse Wash Stalls
Sheet 5	Plan, Elevations and Reinf. Details; West Horse Wash Stalls
Sheet 6	Roof Framing Plan, Sections & Details; West Horse Wash Stalls

Sheet E-1

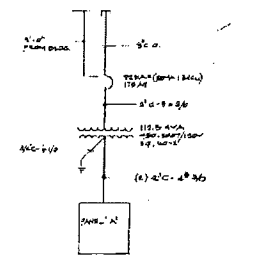
Symbol List, Specification, Lighting Fixture Schedule, Single Line Diagram

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL LIGHTING FIXTURES AND WIRING IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.
2. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL LIGHTING FIXTURES AND WIRING IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL LIGHTING FIXTURES AND WIRING IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL LIGHTING FIXTURES AND WIRING IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL LIGHTING FIXTURES AND WIRING IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL LIGHTING FIXTURES AND WIRING IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL LIGHTING FIXTURES AND WIRING IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL LIGHTING FIXTURES AND WIRING IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL LIGHTING FIXTURES AND WIRING IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.

SYMBOL	WATTAGE	DESCRIPTION	MANUFACTURER	MODEL	REMARKS
(A)	150	RECESSED DOWN LIGHT	OSRAM	OSRAM 150W	
(B)	75	RECESSED DOWN LIGHT	OSRAM	OSRAM 75W	
(C)	80	RECESSED DOWN LIGHT	OSRAM	OSRAM 80W	
(D)	150	RECESSED DOWN LIGHT	OSRAM	OSRAM 150W	
(E)	75	RECESSED DOWN LIGHT	OSRAM	OSRAM 75W	
(F)	150	RECESSED DOWN LIGHT	OSRAM	OSRAM 150W	
(G)	75	RECESSED DOWN LIGHT	OSRAM	OSRAM 75W	
(H)	150	RECESSED DOWN LIGHT	OSRAM	OSRAM 150W	
(I)	75	RECESSED DOWN LIGHT	OSRAM	OSRAM 75W	
(J)	150	RECESSED DOWN LIGHT	OSRAM	OSRAM 150W	

- SYMBOL LIST:**
- (A) RECESSED DOWN LIGHT
 - (B) RECESSED DOWN LIGHT
 - (C) RECESSED DOWN LIGHT
 - (D) RECESSED DOWN LIGHT
 - (E) RECESSED DOWN LIGHT
 - (F) RECESSED DOWN LIGHT
 - (G) RECESSED DOWN LIGHT
 - (H) RECESSED DOWN LIGHT
 - (I) RECESSED DOWN LIGHT
 - (J) RECESSED DOWN LIGHT

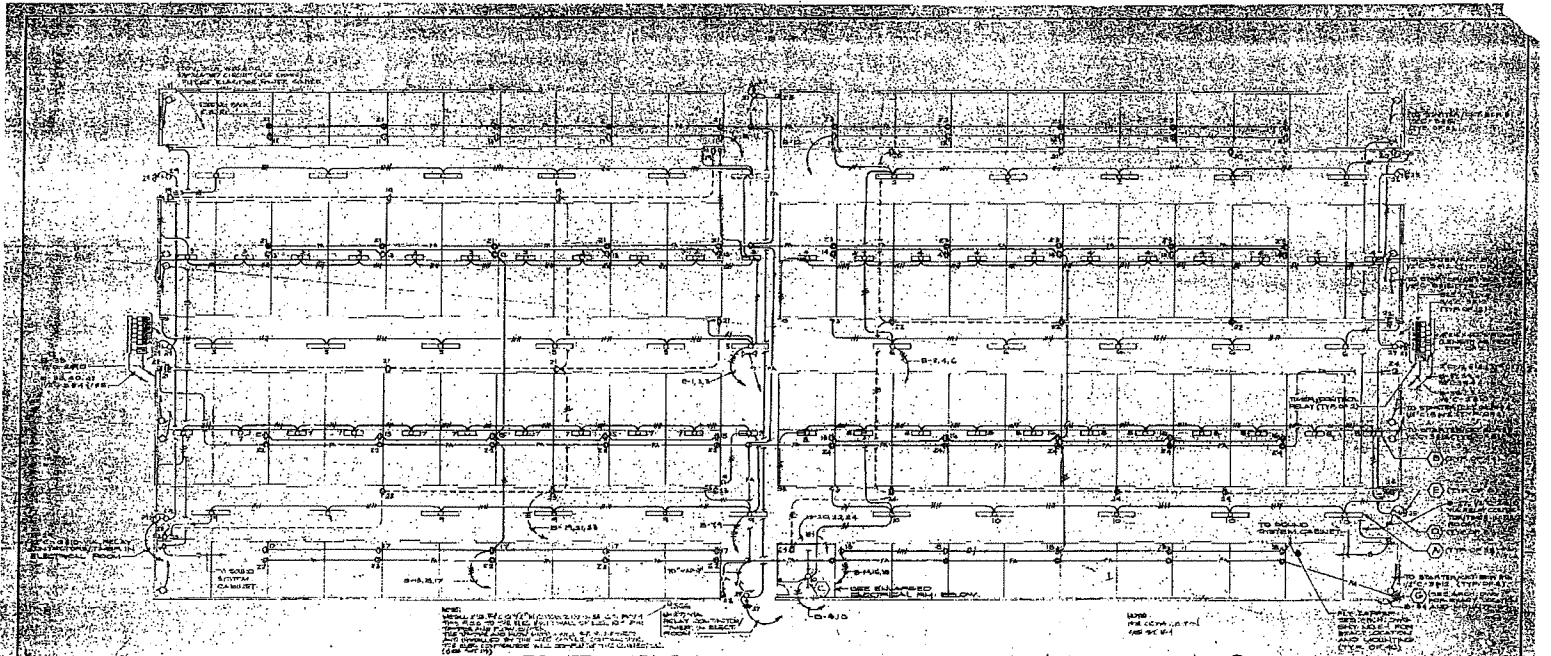


NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL LIGHTING FIXTURES AND WIRING IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL LIGHTING FIXTURES AND WIRING IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL LIGHTING FIXTURES AND WIRING IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.

<p>EAST & WEST BARN INDUSTRY HILLS EQUESTRIAN FACILITY CITY OF INDUSTRY, CALIFORNIA</p>	<p>SYMBOL LIST, SPECIFICATION, LIGHTING FIXTURE SCHEDULE, SINGLE LINE DIAGRAM.</p>
----------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------

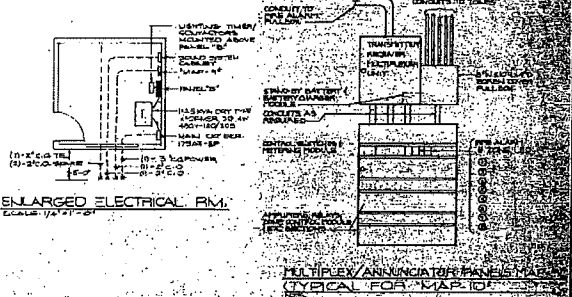
Sheet E-2 Power Lighting Communication Plan (East Barn)



POWER LIGHTING COMMUNICATION PLAN - (EAST BARN)

NO.	DESCRIPTION	QTY	UNIT	REMARKS
1
2
3
4
5
6
7
8
9
10

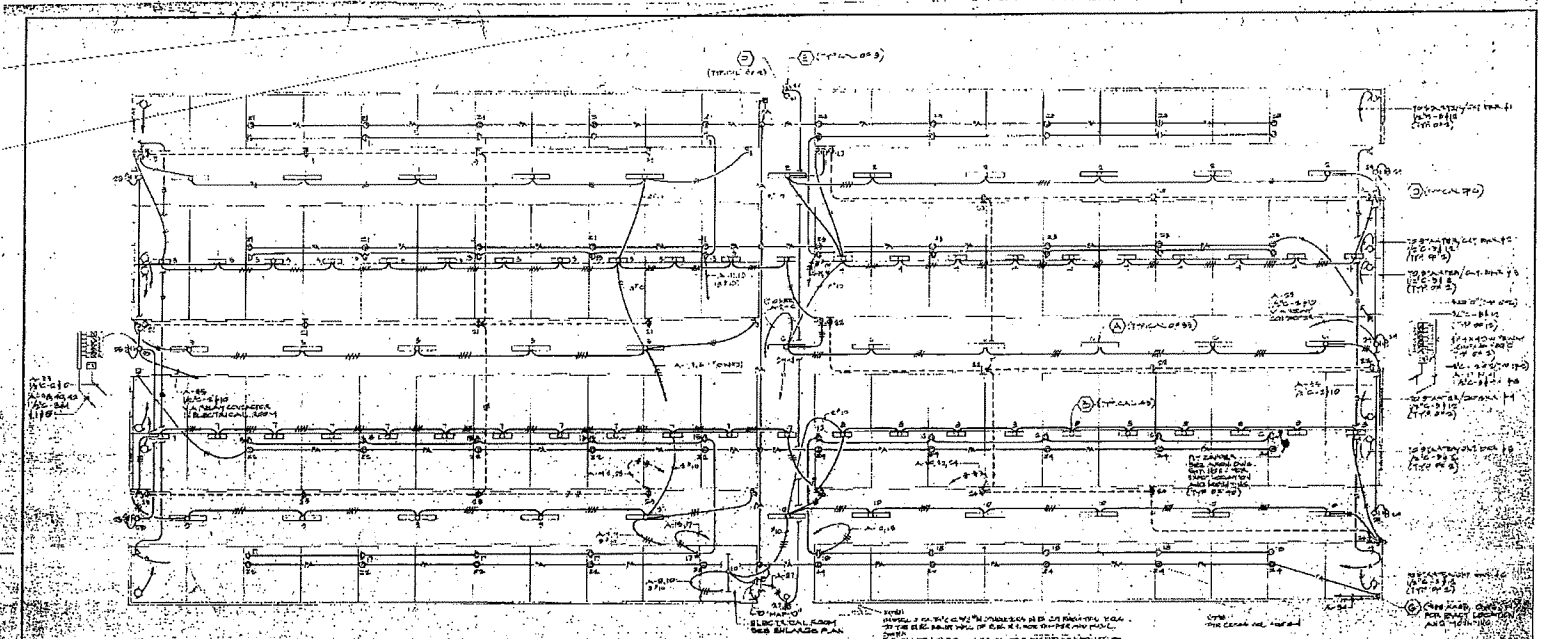
NO.	DESCRIPTION	QTY	UNIT	REMARKS
1
2
3
4
5
6
7
8
9
10



MULTIPLY INDICATOR PANEL (TYPICAL FOR MAP 10)

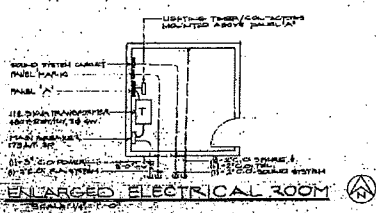
CE70-ASS <small>PROJECT NO. 100-100-100-100</small>	REVISIONS <small>NO. DESCRIPTION DATE</small>	EAST BARN INDUSTRY HILLS EQUESTRIAN FACILITY CITY OF INDUSTRY CALIFORNIA	POWER LIGHTING COMMUNICATION PLAN (EAST BARN)	E-2 <small>OF 2</small>
---------------------------------------------------------------	---------------------------------------------------------	---------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------	-----------------------------------

Sheet E-3 Power Lighting Communication Plan (West Barn)



LIGHTING POWER, COMMUNICATION PLAN (WEST BARN)
SCALE: 1/4" = 1'-0"

ELECTRICAL SYMBOLS		ELECTRICAL ROOMS	
SYMBOL	DESCRIPTION	ROOM NO.	DESCRIPTION
[Symbol]	SWITCH	101	ELECTRICAL ROOM
[Symbol]	OUTLET	102	ELECTRICAL RACK
[Symbol]	CONDUIT	103	ELECTRICAL PANEL
[Symbol]	TRAY	104	...
[Symbol]



MAP-10 (WEST BARN)	
SCALE	DESCRIPTION
1/4" = 1'-0"	...
...	...
...	...

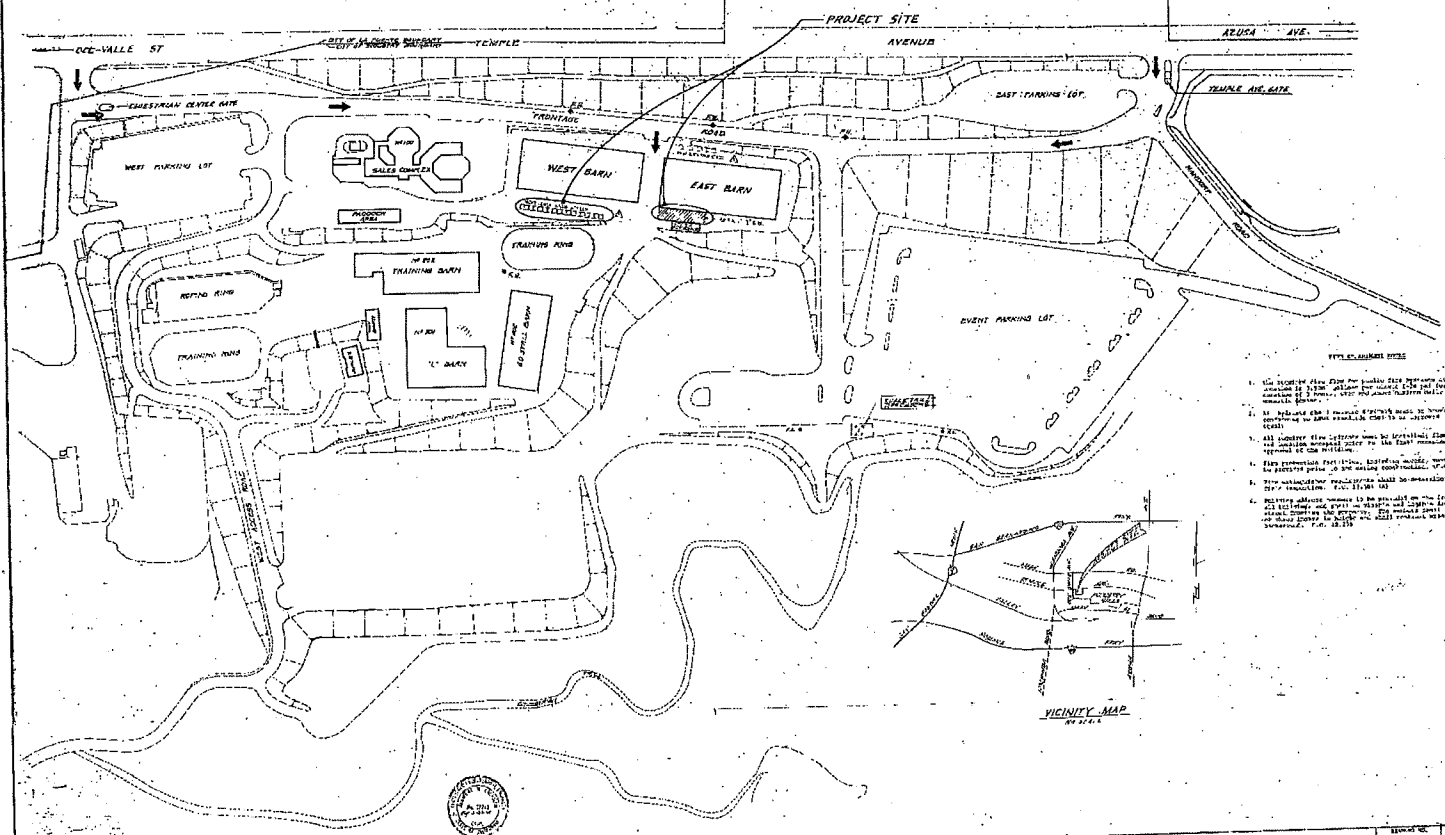
WEST BARN EQUINE FACILITY CITY OF INDUSTRY, CALIFORNIA	LIGHTING, POWER, COMMUNICATION PLAN SHEET E-3	DATE: 12-15-10 DRAWN BY: [Name] CHECKED BY: [Name]
---------------------------------------------------------------------	---------------------------------------------------------	----------------------------------------------------------

Sheet 1

Construction of East and West Horse Wash Stations at Industry Hills Equestrian Center

CIVIC - RECREATIONAL - INDUSTRIAL AUTHORITY
IMPROVEMENT PROJECT N°57
CONSTRUCTION OF EAST AND WEST HORSE WASH STATIONS
AT INDUSTRY HILLS EQUESTRIAN CENTER
CONTRACT NO. IHEQ-2057

SCALE 1"=50'

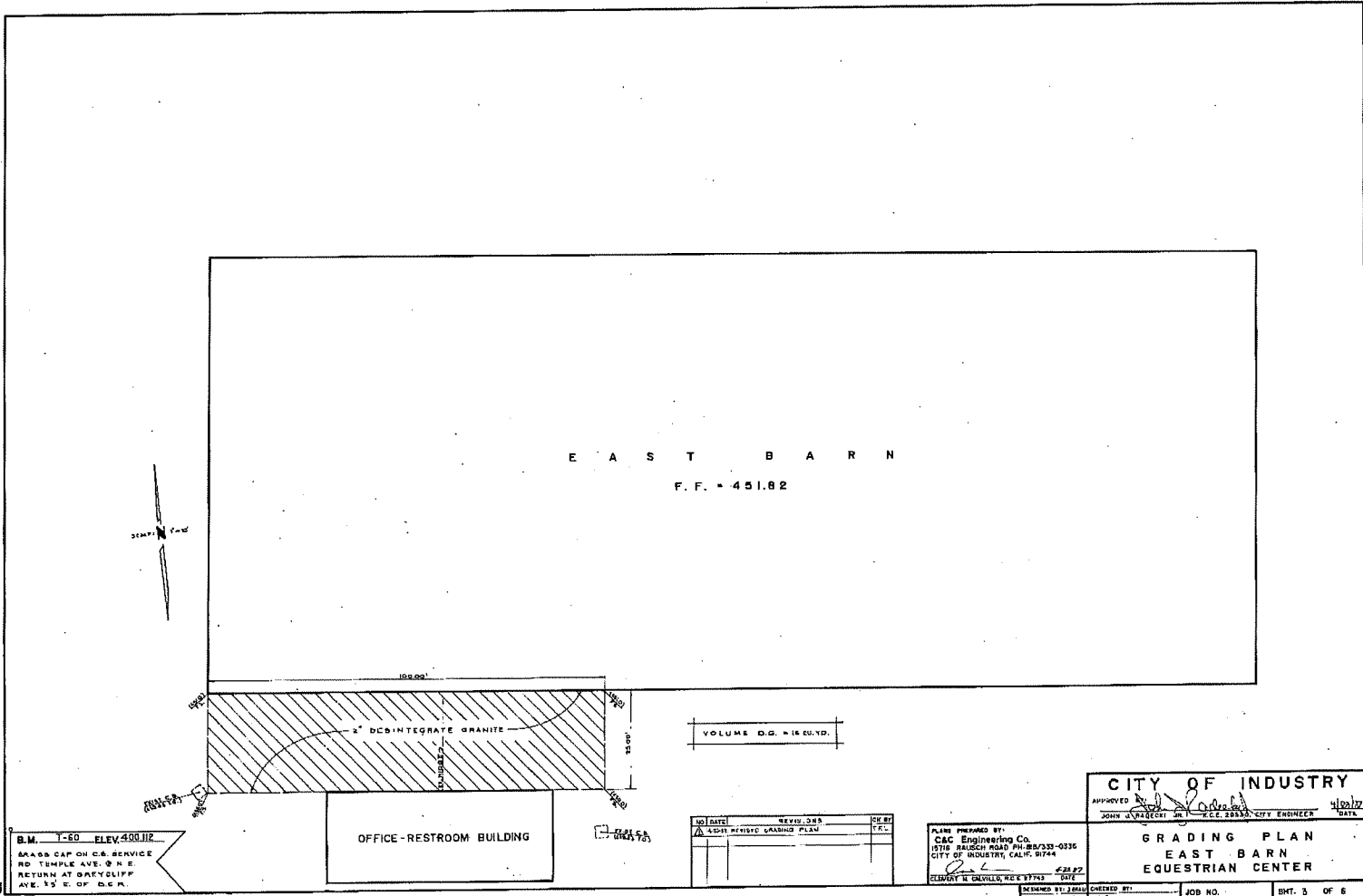


- NOTES:**
1. All utilities are shown for existing conditions. The contractor shall verify the location of all utilities before construction. The contractor shall be responsible for any damage to existing utilities.
 2. All construction shall be in accordance with the City of Industry specifications and standards.
 3. The contractor shall be responsible for obtaining all necessary permits and approvals from the City of Industry.
 4. The contractor shall be responsible for maintaining access to all existing and proposed roads and parking areas.
 5. The contractor shall be responsible for maintaining the site in accordance with the City of Industry standards.

VICINITY MAP

<p>CITY OF INDUSTRY APPROVED BY: <i>[Signature]</i> DATE: 08/05/1987</p>	<p>PLANS PREPARED BY: C&E Engineering Co. 1210 BROADWAY, SUITE 100 INDUSTRY, CALIF. 92544</p>	<p>CITY OF INDUSTRY APPROVED BY: <i>[Signature]</i> DATE: 08/05/1987</p>	<p>CITY OF INDUSTRY TITLE SHEET SHEET 1 OF 6</p>
-----------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------	-----------------------------------------------------------------

Sheet 3 Grading Plan – East Barn



B.M. T-60 ELEV. 490.12
 BRASS CAP ON C&G SERVICE
 RD. TEMPLE AVE. 9 N.E.
 RETURN AT GREY CLIFF
 AVE. 1/2 E. OF D.G.M.

OFFICE-RESTROOM BUILDING

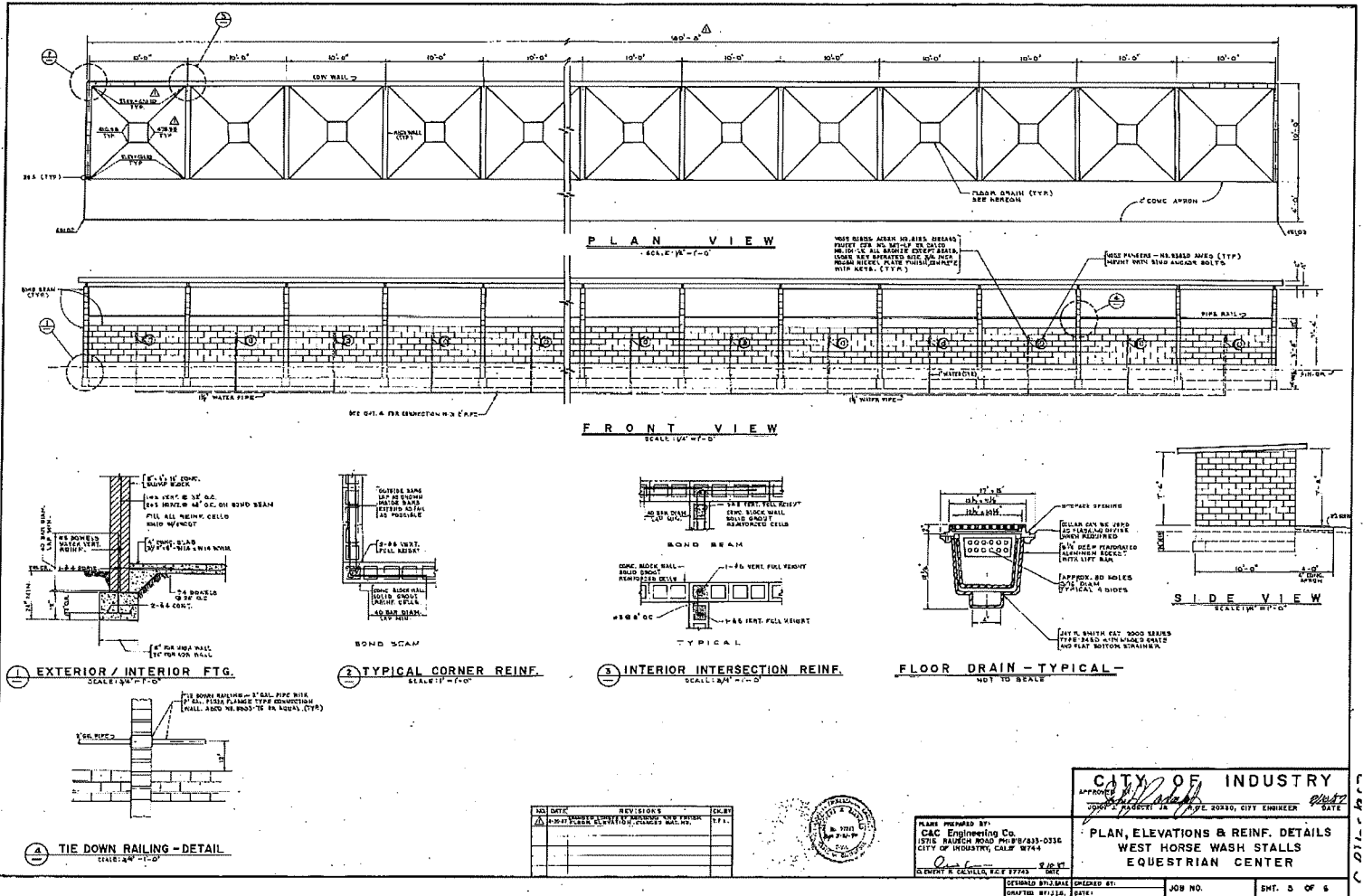
NO.	DATE	REVISION	BY
1		ISSUE FOR PERMITS	J.C.C.

PLANS PREPARED BY:
C&C Engineering Co.
 1719 BAUSCH ROAD PHOENIX 85032-0236
 CITY OF INDUSTRY, CALIF. 91744
 CLEMMY H. GARDNER, P.E. 9/17/93

CITY OF INDUSTRY	
APPROVED: <i>[Signature]</i>	DATE: 4/20/97
JOHN J. VANCELOTTI, P.E. CITY ENGINEER	
GRADING PLAN	
EAST BARN	
EQUESTRIAN CENTER	
DRAWN BY: J.M.M.	CHECKED BY: _____
DRAFTED BY: J.S.G.	DATE: _____
JOB NO. _____	SHT. 3 OF 6

Sheet 5

Plan, Elevations and Reinf. Details; West Horse Wash Stalls



NO.	DATE	REVISIONS	BY	CHKD.
1				
2				
3				



CITY OF INDUSTRY

APPROVED: *[Signature]* DATE: *[Date]*

CITY ENGINEER

MADE PREPARED BY:
CAC Engineering Co.
 15716 BLANCH ROAD PHOENIX 85038-0338
 CITY OF INDUSTRY, CALIF. 91744

PLAN, ELEVATIONS & REINF. DETAILS
WEST HORSE WASH STALLS
EQUESTRIAN CENTER

DATE: *[Date]*

DRAWING NO.: *[Number]* JOB NO.: *[Number]* SHEET 5 OF 5

EXHIBIT B

CITY OF INDUSTRY PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of **INSERT DATE** ("Effective Date"), between the City of Industry, a municipal corporation ("City") and **INSERT NAME OF CONSULTANT AND TYPE OF LEGAL ENTITY [i.e.-limited liability company, corporation, partnership, etc.]** ("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 **INSERT DATE**, 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 **INSERT TYPE OF 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 **INSERT STAFF RESPONSIBLE FOR THE PROJECT** 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 **INSERT WRITTEN DOLLAR AMOUNT** dollars (\$) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such

additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

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

5. LABOR CODE AND PREVAILING WAGES

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Consultant shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Consultant shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Consultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Consultant shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

15. NOTICES

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

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

Attention: City Manager

With a Copy To:

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

To Consultant:

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS’ FEES

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONSULTANT”
INSERT NAME OF COMPANY

By: _____ By: _____
Paul J. Philips, City Manager Name, Title

Attest:

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

Approved as to form:

By:
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

RATE SCHEDULE

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

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

STAFF: Alex Gonzalez, Director of Development Services and Administration *AG*
Roberto Ramirez, City Engineer *RR*

DATE: November 30, 2017

SUBJECT: Consideration of Award of Contract No. CITY-1440, Tonner Canyon Zipline Construction to The Devlin Group Inc. dba Boulder Consultants in an amount not to exceed \$325,000.00

Background:

On September 20, 2017, the City began solicitations of public bids for the Tonner Canyon Zipline Construction project, as approved by City Council on August 10, 2017. This project was bid to procure a contractor to provide all required topographic surveying, geotechnical investigation, solar panel lighting for zipline area, and architectural and engineering design as required for construction of the zipline. The work included in the bid was to be inclusive of a fully functional zipline and include, but not be limited to anchoring systems, zipline poles take-off and landing platforms, platform access and egress routes, fall protection, platform foundations, zipline hardware and riding equipment (full body harness attached at center back with shock absorbing lanyard, helmets, gloves, etc.), and training manuals and training sessions for designated staff members. The bidder's scope of work also included a Storm Water Pollution Prevention Plan – SWPPP and complete removal of the existing zipline.

A Notice of Exemption ("NOE") was filed for the project on August 10, 2017. A copy of the NOE is attached.

The bid was posted on September 20, 2017 in the City's PlanetBids™ vendor portal and an email notification was sent to 140 registered vendors. The appropriate trade journals were notified on September 20, 2017 and included Bid America, Southern California Builders Association, Construction Bidboard and Dodge Data & Analytics. The bid was advertised on Monday September 25, 2017 and Monday October 2, 2017 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until 4:00pm on October 18, 2017 via the City's PlanetBids vendor portal.

The bid process closed on November 3, 2017 at 11:00 A.M. Two (2) prospective bidders viewed the bid The Devlin Group Inc. dba Boulder Consultants, and MZN Construction.

One (1) bid was received from The Devlin Group Inc. dba Boulder Consultants. A review of the bid found that The Devlin Group Inc. dba Boulder Consultants submitted a responsible bid and has the relevant experience, qualifications and licensing necessary to complete this project.

Discussion:

The Engineer' Estimate for this project was \$220,000.00 for completion. The bid price of The Devlin Group Inc. dba Boulder Consultants was \$325,000.00. Several factors contributed to the bid being higher than estimated:

1. Ziplines are specialty projects with a limited number of qualified contractors.
2. There are very few local qualified zipline contractors in Southern California. The number of zipline contractors across the Nation is also limited. A number were notified of the bid once posted on PlanetBids.
3. The size of the City's zipline project would not be cost-effective for a non-local zipline contractor to submit a bid.
4. The project is located in a remote area and therefore it is at each bidder's discretion how much would be required to construct the zipline. While a contingency was included in the Engineer's Estimate, the recent wildfires which occurred October 18, 2017 along the 57 Freeway Tonner Canyon Road offramp during the bid period may have contributed to premium costs to cover their risk.
5. Only two bidders attended the mandatory pre-bid job walk. It is expected that when fewer than 10-13 bids are received that bid prices will be higher than estimated.
6. Bids included scope which was added to the bid package including topographical survey, solar panel lights, certification, training, equipment for users, and detailed estimating.

Fiscal Impact:

Appropriate \$325,000.00 from City's General Funds reserves – Tonner Canyon Zipline Construction (Account No. 120.714.5205).

Recommendation:

- 1) City staff recommends that the City Council consider the results of the Tonner Canyon Zipline Construction bid and award the bid to The Devlin Group Inc. dba Boulder Consultants; and
- 2) Appropriate \$325,000.00 from City's General Funds reserves – Tonner Canyon Zipline Construction (Account No. 120.714.5205).

Exhibits:

- A. Bid Results
- B. Bid Schedule Packet (Page C-5 through C-6)
- C. Contractor's State of California and Department of Industrial Relations License Detail

EXHIBIT A

Bid Results

[Attached]

Bid Results for Project Tonner Canyon Zipline Construction (CITY-1440)

Issued on 09/20/2017

Bid Due on November 3, 2017 11:00 AM (Pacific)

Line Items

					The Devlin	The Devlin
					Group, Inc. -Unit	Group, Inc. -Line
Item			Unit of		Price	Total
Num	Section	Description	Measure	Quantity		
1	Section 1	Design Submittal Plans, Specifications, and Estimate	LS	1	\$65,000.00	\$65,000.00
2	Section 1	Topographic Survey	LS	1	\$10,000.00	\$10,000.00
3	Section 1	Geotechnical Report	LS	1	\$10,000.00	\$10,000.00
4	Section 1	Mobilization	LS	1	\$10,000.00	\$10,000.00
5	Section 1	Zipline Poles	LS	1	\$50,000.00	\$50,000.00
6	Section 1	Platform Column Foundations	LS	1	\$25,000.00	\$25,000.00
7	Section 1	Platforms	LS	1	\$40,000.00	\$40,000.00
8	Section 1	Solar Panel Lights	LS	1	\$15,000.00	\$15,000.00
9	Section 1	Equipment	LS	1	\$50,000.00	\$50,000.00
10	Section 1	Certification and Training	LS	1	\$50,000.00	\$50,000.00
					Subtotal	\$325,000.00
					Total	\$325,000.00

EXHIBIT B

Bid Schedule Packet (Page C-5 through C-6)

[Attached]

**SECTION C
BID SCHEDULE**

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

FOR

CITY OF INDUSTRY
PROJECT NO. MP 00-20 #19

TONNER CANYON ZIPLINE CONSTRUCTION

CONTRACT NO. CITY-1440

BIDDER: The Devlin Group Inc. dba Boulder Consultants

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	Design Submittal Plans, Specifications, and Estimate	1	LS		
2	Topographic Survey	1	LS		
3	Geotechnical Report	1	LS		
4	Mobilization	1	LS		
5	Zipline Poles	1	LS		
6	Platform Column Foundations	1	LS		
7	Platforms	1	LS		
8	Solar Panel lights	1	LS		
9	Equipment	1	LS		
10	Certification and Training	1	LS		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
				GRAND TOTAL	

I hereby certify that on 10/11, 2017, Don Mancini
(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:

Boulder Consultants
 CONTRACTOR NAME

cribwall@msn.com
 EMAIL ADDRESS

1000003482
 DIR #

Charlie D. Eaton
 PRINT NAME

Charlie Eaton
 SIGNATURE

Bid Results for Project Tonner Canyon Zipline Construction (CITY-1440)

Issued on 09/20/2017

Bid Due on November 3, 2017 11:00 AM (Pacific)

Line Items

Item Num	Section	Description	Unit of Measure	Quantity	The Devlin Group, Inc. -Unit Price	The Devlin Group, Inc. -Line Total
1	Section 1	Design Submittal Plans, Specifications, and Estimate	LS	1	\$65,000.00	\$65,000.00
2	Section 1	Topographic Survey	LS	1	\$10,000.00	\$10,000.00
3	Section 1	Geotechnical Report	LS	1	\$10,000.00	\$10,000.00
4	Section 1	Mobilization	LS	1	\$10,000.00	\$10,000.00
5	Section 1	Zipline Poles	LS	1	\$50,000.00	\$50,000.00
6	Section 1	Platform Column Foundations	LS	1	\$25,000.00	\$25,000.00
7	Section 1	Platforms	LS	1	\$40,000.00	\$40,000.00
8	Section 1	Solar Panel Lights	LS	1	\$15,000.00	\$15,000.00
9	Section 1	Equipment	LS	1	\$50,000.00	\$50,000.00
10	Section 1	Certification and Training	LS	1	\$50,000.00	\$50,000.00
					Subtotal	\$325,000.00
					Total	\$325,000.00

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.

- lv*
(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~~ ^{25th} day of October, 20 17.

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

The Devlin Group Inc dba Boulder
Bidder Consultants

28778 Welcome Way
Mailing Address

ESCONDIDO, CA 92026
City/State/Zip

(760) 390-8197
Telephone

(760) 751-2061
Fax

Charles D. Eaton
Signature

Charles D. Eaton
Print Name

CEO
Title

862645 A
License No./Class

8/31/17
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

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

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

CITY OF INDUSTRY CITY OF INDUSTRY
PROJECT NO. MP 00-20 #19

TONNER CANYON ZIPLINE CONSTRUCTION

CONTRACT NO. CITY-1440

Charlie D. Epton, being first duly sworn, deposes and says that
Name

he or she is CEO, of The Devlin Group Inc. dba Boulder Consultants
Title Name of Firm

862645 A
License Number Classification

8/31/19
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.

10/25/17
DATE

Charlie D. Epton
SIGNATURE

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. MP 00-20 #19

TONNER CANYON ZIPLINE CONSTRUCTION

CONTRACT NO. CITY-1440

Boulder Consultants

certifies that:

Bidder

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

Surveyor, Geotechnical (Soils) Engineer, Civil Engineer

Zipline framer (operations)

Charles Ee

Signature of Authorized
Representative of Bidder

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. MP 00-20 #19

TONNER CANYON ZIPLINE CONSTRUCTION

CONTRACT NO. CITY-1440

CONTRACTOR:

Boulder Consultants

BUSINESS ADDRESS:

28775 Welcome View

ESCONDIDO, CA 92026

In submitting this bid for the project:

I, Charlie D. Eaton, state that I have not directly or indirectly,
(Name)

entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the project.

I do hereby certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at ESCONDIDO, CA

California, this 25th day of October, 2017.

Charlie Eaton

SIGNATURE

SUBCONTRACTORS LISTING

CITY OF INDUSTRY
PROJECT NO. MP 00-20 #19

TONNER CANYON ZIPLINE CONSTRUCTION

CONTRACT NO. CITY-1440

(See Paragraph 14 - Instructions to Bidders)

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



AmTrust Surety
An AmTrust Financial Company

Developers Surety and Indemnity Company
Indemnity Company of California
CorePointe Insurance Company
17771 Cowan Suite 100 • Irvine, California 92614 • (949) 263-3300
www.AmTrustSurety.com

BID BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS,

That we THE DEVLIN GROUP, INC. DBA BOULDER CONSULTANTS

as Principal, and DEVELOPERS SURETY AND INDEMNITY COMPANY a corporation

authorized to transact a general surety business in the State of CALIFORNIA as Surety, are held and firmly

bound unto CITY OF INDUSTRY

_____ (hereinafter called the Obligee)

in the full and just sum of TEN PERCENT OF GREATER AMOUNT BID

Dollars, (\$ 10%) for the payment whereof in lawful money of the United States, we bind ourselves, our

heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for

TONNER CANYON ZIPLINE CONSTRUCTION, PROJECT NO. MP 00-20 #19, CONTRACT NO. CITY-1440

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 24TH day of OCTOBER, 2017 YEAR

THE DEVLIN GROUP, INC.
DBA BOULDER CONSULTANTS

Charlie D. Eaton
CHARLIE D. EATON, CEO Principal

DEVELOPERS SURETY AND
INDEMNITY COMPANY

Surety
By: Mark D. Iatarola
MARK D. IATAROLA, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

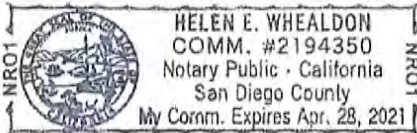
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)
On 10/25/17 before me, HELEN E. WHEALDON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared CHARLIE D. EATON
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Helen E. Whealdon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: CHARLIE D. EATON
 Corporate Officer — Title(s): CEO
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of SAN DIEGO)

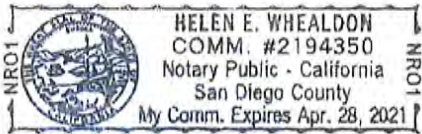
On 10/25/17 before me, HELEN E. WHEALDON, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared CHARLIE D. EATON
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Helen E. Whealdon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: CHARLIE D. EATON
 Corporate Officer — Title(s): CEO
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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)
County of SAN DIEGO)

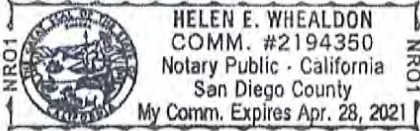
On 10/24/2017 before me, HELEN E. WHEALDON, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Helen E Whealdon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Mark D. Iatarola, John G. Maloney, Helen Maloney, , Michelle M. Basuil, Glenda J. Rooney, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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 February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 24TH day of OCTOBER, 2017 .

By: *Cassie J. Bernisford*
Cassie J. Bernisford, Assistant Secretary



EXHIBIT C

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

[Attached]



Contractor's License Detail for License # 862645

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

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

Data current as of 11/9/2017 9:06:12 AM

Business Information

THE DEVLIN GROUP INC
DBA BOULDER CONSULTANTS

28778 WELCOME VIEW
ESCONDIDO, CA 92026
Business Phone Number:(760) 390-8197

Entity Corporation
Issue Date 08/09/2005
Expire Date 08/31/2019

License Status

This license is current and active.
All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.
Bond Number: 228542
Bond Amount: \$15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual CHARLIE DUB EATON 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: 08/09/2005

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number:9066449
Effective Date: 07/27/2013
Expire Date: 07/27/2018
Workers' Compensation History

Other



Labor Law

Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards



Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name:

License Number: [Contractor License Lookup](#)

County:

Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	THE DEVLIN GROUP INC. DBA BOULDER CONTRACTING COMPANY	1000003482	SAN DIEGO	ESCONDIDO	06/19/2017	06/30/2018

v2.20160101

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CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

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

STAFF: Alex Gonzalez, Director of Development Services and Administration *AS*
Roberto Ramirez, Contract City Engineer, Cordoba Corporation *RR*
Kay Taheri, Project Manager, Cordoba Corporation

DATE: November 30, 2017

SUBJECT: Consideration of Award of Contract No. CITY-1444, Baldwin Park Boulevard and Amar Road Guardrail and Intersection Improvements, in an amount not to exceed \$170,611.00

Background:

On September 28, 2017, the City Council authorized solicitation of public bids for Contract No. 1444, Baldwin Park Boulevard and Amar Road Guardrail and Intersection Improvements project for an estimated cost of \$240,000.00. This project was bid to procure a contractor to construct a guardrail and a raised island at the intersection of Baldwin Park and Amar Road; a raised median on Amar Road; install calming measures to improve safety and reduce vehicle speed; and install modified traffic signing and striping and signal phasing.

The bid was posted on September 28, 2017 in the City's PlanetBids™ vendor portal and an email notification was sent to 64 registered vendors. The bid was viewed by 23 prospective bidders. The appropriate trade journals were notified on October 4, 2017. The bid was advertised on October 4, 2017 and October 11, 2017 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until October 24, 2017 at 1:00 p.m. in the City's Planetbids™ vendor portal.

Discussion:

The bid process closed on November 6, 2017 at 10:00 am. Five (5) bids were received from the following entities: All American Asphalt, EC Construction, Hardy & Harper, Inc., Wright Construction Engineering Corp., and Minco Construction. The review of bids has found that All American Asphalt has submitted the lowest responsive bid, and has the relevant experience, qualifications, and licensing necessary to complete this project. Below is a table of all bidders and their prices, showing that All American Asphalt is the lowest bidder.

The following table represents a summary of the bids received:

Bidder	Bid Price
All American Asphalt	\$170,611.00
EC Construction	\$191,901.85
Hardy & Harper, Inc.	\$222,000.00
Wright Construction Engineering Corp	\$272,651.21
Minco Construction	\$525,850.00

The Engineer's Estimate for this project was \$240,000.00. The bid price from All American Asphalt was \$170,611.00 and was included in the 2017-2018 Capital Improvement Program Budget. A 10% contingency has been included with the bid price to account for potential and unforeseen project changes, and a 10% appropriation for contract administration and inspection; total cost of the appropriation will be \$204,733.00.

The following table represents a project summary:

All American Asphalt Base Bid	\$170,611.00
Contingency Allowance (10%)	\$17,061.10
Contract Administration/Inspection (10%)	\$17,061.10
Total Sources:	\$204,733.00

Fiscal Impact:

Appropriate \$204,733.00 from the General Fund to City Capital Improvements – Streets – Construction Costs (Account No. 120.702.5205).

Recommendation:

- 1) City staff recommends that the City Council consider the results of the Baldwin Park Boulevard and Amar Road Guardrail and Intersection Improvements bid and award the bid to All American Asphalt; and
- 2) Appropriate \$204,733.00 from the General Fund to City Capital Improvements – Streets – Construction Costs (Account No. 120.702.5205).

Exhibit:

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

EXHIBIT A

Bid Results

[Attached]

Bid Results for Project Baldwin Park Boulevard and Amar Road Guardrail and Intersection Improvements (CITY-1444)
 Issued on 09/29/2017
 Bid Due on November 6, 2017 10:00 AM (Pacific)

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Qty.	All American	All American	E C	E C	Hardy &	Hardy &	Wright	Wright	Minco	Minco
					Asphalt - Unit Price	Asphalt - Line Total	Construction - Unit Price	Construction - Line Total	Harper, Inc - Unit Price	Harper, Inc - Line Total	Construction Corp. - Unit Price	Construction Corp. - Line Total	Construction - Unit Price	Construction - Line Total
1	Section 1	Mobilization and Demobilization	LS	1	\$7,150.00	\$7,150.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$50,000.00	\$50,000.00	\$23,000.00	\$23,000.00
2	Section 1	Survey and Construction Staking	LS	1	\$3,100.00	\$3,100.00	\$5,000.00	\$5,000.00	\$7,950.00	\$7,950.00	\$4,364.00	\$4,364.00	\$17,000.00	\$17,000.00
3	Section 1	Prepare Traffic Control Plans (TCP) and Traffic Control Unclassified Excavation - Medians Area (Approximate 12")	LS	1	\$24,150.00	\$24,150.00	\$15,000.00	\$15,000.00	\$22,000.00	\$22,000.00	\$21,783.00	\$21,783.00	\$13,000.00	\$13,000.00
4	Section 1	Clearing and Grubbing	CY	103	\$133.00	\$13,699.00	\$181.55	\$18,699.65	\$95.00	\$9,785.00	\$221.34	\$22,798.02	\$50.00	\$5,150.00
5	Section 1	Cold Mill AC Pavement (1" thick)	SF	6700	\$1.60	\$10,720.00	\$1.65	\$11,055.00	\$1.00	\$6,700.00	\$1.24	\$8,308.00	\$1.00	\$6,700.00
6	Section 1	Construct 3" thick AC Pavement (PG 64-10-C2)	TN	15	\$115.20	\$1,728.00	\$372.35	\$5,585.25	\$192.00	\$2,880.00	\$422.36	\$6,335.40	\$200.00	\$3,000.00
7	Section 1	Construct 8" Base Course (PG 64-10-B)	TN	35	\$115.20	\$4,032.00	\$149.15	\$5,220.25	\$192.00	\$6,720.00	\$238.47	\$8,346.45	\$70.00	\$2,450.00
8	Section 1	Construct Variable Thickness Asphalt Concrete Pavement (PG 64-10-C2)	TN	110	\$115.20	\$12,672.00	\$156.10	\$17,171.00	\$140.00	\$15,400.00	\$140.47	\$15,451.70	\$200.00	\$22,000.00
9	Section 1	Install Geotextile Fabric	SY	300	\$5.85	\$1,755.00	\$5.00	\$1,500.00	\$20.00	\$6,000.00	\$5.97	\$1,791.00	\$20.00	\$6,000.00
10	Section 1	Install CAB under PCC median	CY	40	\$170.00	\$6,800.00	\$247.50	\$9,900.00	\$140.00	\$5,600.00	\$159.50	\$6,380.00	\$100.00	\$4,000.00
11	Section 1	Construct 4" thick Stamped Concrete Median	SF	1825	\$10.40	\$18,980.00	\$15.98	\$29,163.50	\$13.00	\$23,725.00	\$16.40	\$29,930.00	\$30.00	\$54,750.00
12	Section 1	Import soil back fill (Median Area)	CY	56	\$109.00	\$6,104.00	\$177.25	\$9,926.00	\$140.00	\$7,840.00	\$175.64	\$9,835.84	\$50.00	\$2,800.00
13	Section 1	Construct PCC Median Curb per Std. Plan No. 120-2 Type A1-8	LF	580	\$26.00	\$15,080.00	\$32.64	\$18,931.20	\$30.00	\$17,400.00	\$50.46	\$29,266.80	\$100.00	\$58,000.00
14	Section 1	Adjust Manhole Frame and Cover (approx. 8" high)	EA	1	\$3,400.00	\$3,400.00	\$750.00	\$750.00	\$4,000.00	\$4,000.00	\$3,320.00	\$3,320.00	\$1,000.00	\$1,000.00
15	Section 1	Install Guardrail	LF	100	\$73.50	\$7,350.00	\$76.55	\$7,655.00	\$100.00	\$10,000.00	\$88.07	\$8,807.00	\$500.00	\$50,000.00
16	Section 1	Install Type A Ceramic Markings	LS	1	\$735.00	\$735.00	\$2,035.00	\$2,035.00	\$1,000.00	\$1,000.00	\$1,838.00	\$1,838.00	\$40,000.00	\$40,000.00
17	Section 1	Traffic Signing and Striping	LS	1	\$11,550.00	\$11,550.00	\$11,810.00	\$11,810.00	\$11,000.00	\$11,000.00	\$13,648.00	\$13,648.00	\$83,000.00	\$83,000.00
18	Section 1	Traffic Signal Modification	LS	1	\$11,550.00	\$11,550.00	\$12,500.00	\$12,500.00	\$18,000.00	\$18,000.00	\$14,601.00	\$14,601.00	\$97,000.00	\$97,000.00
					Subtotal	\$170,611.00		\$191,901.85		\$222,000.00		\$272,651.21		\$525,850.00
					Total	\$170,611.00		\$191,901.85		\$222,000.00		\$272,651.21		\$525,850.00

EXHIBIT B

Bid Schedule Packet (Pages C-5 through C-12)

[Attached]

SECTION C
 BID SCHEDULE
 FOR

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

CITY OF INDUSTRY
 PROJECT NO. 444

BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION IMPROVEMENTS

CONTRACT NO. CITY-1444

BIDDER: All American Asphalt

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 Demobilization	1	LS		
2.	Survey and Construction Staking	1	LS		
3.	Prepare Traffic Control Plans (TCP) and Traffic Control	1	LS		
4.	Unclassified Excavation - Medians Area (Approximate 12")	103	CY		
5.	Clearing and Grubbing	1	LS		
6.	Cold Mill AC Pavement (1" thick)	6,700	SF		
7.	Construct 3" Thick AC Pavement (PG 64-10-C2)	15	TN		
8.	Construct 8" Base Course (PG 64-10-B)	35	TN		
9.	Construct Variable Thickness Asphalt Concrete Pavement (PG 64-10-C2)	110	TN		
10.	Install Geotextile Fabric	300	SY		
11.	Install CAB under PCC Median	40	CY		
12.	Construct 4" Thick Stamped Concrete Median	1,825	SF		


NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
13.	Import Soil Back Fill (Median Area)	56	CY		
14.	Construct PCC Median Curb per Std. Plan No. 120-2 Type A1-8	580	LF		
15.	Adjust Manhole Frame and Cover (approx. 8" high)	1	EA		
16.	Install Guardrail	100	LF		
17.	Install Type A Ceramic Markers	1	LS		
18.	Traffic Signing and Striping	1	LS		
19.	Traffic Signal Modification	1	LS		
				GRAND TOTAL	

I hereby certify that on October 18, 2017, Edward Ryu
(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:
All American Asphalt
 CONTRACTOR NAME

publicworks@allamericanasphalt.com
 EMAIL ADDRESS

1000001051
 DIR #

Edward J. Carlson, Vice President
 PRINT NAME

 SIGNATURE

Bid Results for Project Baldwin Park Boulevard and Amar Road Guardrail and Intersection Improvements (CITY-1444)

Issued on 09/29/2017

Bid Due on November 6, 2017 10:00 AM (Pacific)

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Qty.	All American Asphalt - Unit Price	All American Asphalt - Line Total
1	Section 1	Mobilization and Demobilization	LS	1	\$7,150.00	\$7,150.00
2	Section 1	Survey and Construction Staking	LS	1	\$3,100.00	\$3,100.00
3	Section 1	Prepare Traffic Control Plans (TCP) and Traffic Control	LS	1	\$24,150.00	\$24,150.00
4	Section 1	Unclassified Excavation - Medians Area (Approximate 12")	CY	103	\$133.00	\$13,699.00
5	Section 1	Clearing and Grubbing	LS	1	\$10,056.00	\$10,056.00
6	Section 1	Cold Mill AC Pavement (1" thick)	SF	6700	\$1.60	\$10,720.00
7	Section 1	Construct 3" thick AC Pavement (PG 64-10-C2)	TN	15	\$115.20	\$1,728.00
8	Section 1	Construct 8" Base Course (PG 64-10-B)	TN	35	\$115.20	\$4,032.00
9	Section 1	Construct Variable Thickness Asphalt Concrete Pavement (PG 64-10-C2)	TN	110	\$115.20	\$12,672.00
10	Section 1	Install Geotextile Fabric	SY	300	\$5.85	\$1,755.00
11	Section 1	Install CAB under PCC median	CY	40	\$170.00	\$6,800.00
12	Section 1	Construct 4" thick Stamped Concrete Median	SF	1825	\$10.40	\$18,980.00
13	Section 1	Import soil back fill (Median Area)	CY	56	\$109.00	\$6,104.00
14	Section 1	Construct PCC Median Curb per Std. Plan No. 120-2 Type A1-8	LF	580	\$26.00	\$15,080.00
15	Section 1	Adjust Manhole Frame and Cover (approx. 8" high)	EA	1	\$3,400.00	\$3,400.00
16	Section 1	Install Guardrail	LF	100	\$73.50	\$7,350.00
17	Section 1	Install Type A Ceramic Markings	LS	1	\$735.00	\$735.00
18	Section 1	Traffic Signing and Striping	LS	1	\$11,550.00	\$11,550.00
19	Section 1	Traffic Signal Modification	LS	1	\$11,550.00	\$11,550.00
					Subtotal	\$170,611.00
					Total	\$170,611.00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

County of Riverside

On October 27, 2017 before me, Courtney Chapas, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson
Name(s) of Signer(s)



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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Courtney Chapas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Bid Schedule

Document Date: October 27, 2017 Number of Pages: 2

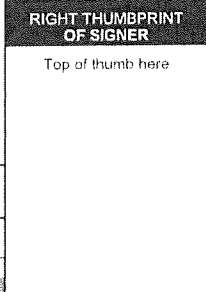
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

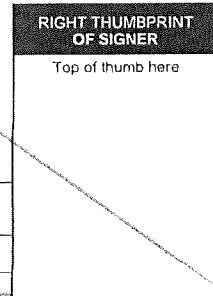
Signer is Representing:
All American Asphalt



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:
All American Asphalt



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.

- Q*
(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 27th day of October, 2017.

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

All American Asphalt
Bidder


Signature

400 E. Sixth Street
Mailing Address

Edward J. Carlson
Print Name

Corona, CA 92879
City/State/Zip

Vice President
Title

(951) 736-7600
Telephone

267073
License No./Class

(951) 736-7646
Fax

1-31-2018
Expiration Date

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

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

AFFIX CORPORATE SEAL

All American Asphalt

Mark Luer-President

Edward J. Carlson-Vice President

Michael Farkas-Secretary

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

County of Riverside

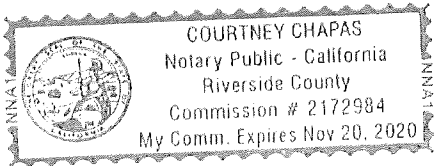
On October 27, 2017 before me, Courtney Chapas, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson
Name(s) of Signer(s)

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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Courtney Chapas*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Bidder's Information Sheet

Document Date: October 27, 2017 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: All American Asphalt

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: All American Asphalt

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF ~~LOS ANGELES~~ ^{Riverside})

CITY OF INDUSTRY
PROJECT NO. 444

BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION IMPROVEMENTS

CONTRACT NO. CITY-1444

Edward J. Carlson, being first duly sworn, deposes and says that
Name

he or she is Vice President, of All American Asphalt,
Title Name of Firm


267073 A. C-12
License Number Classification

1-31-2018
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.

10/31/2017
DATE


SIGNATURE Edward J. Carlson, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

County of Riverside

On October 27, 2017 before me, Courtney Chapas, Notary Public
Date Here Insert name and Title of the Officer

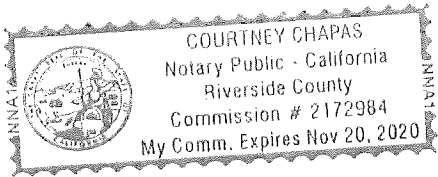
personally appeared Edward J. Carlson
Name(s) of Signer(s)

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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Courtney Chapas
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Contractor's License Affidavit

Document Date: October 27, 2017 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

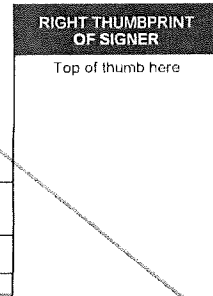
Signer is Representing:
All American Asphalt



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:
All American Asphalt



BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 444

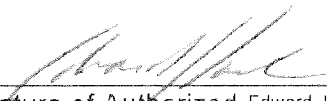
BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION
IMPROVEMENTS

CONTRACT NO. CITY-1444

_____ All American Asphalt _____ certifies that:
Bidder

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

Laborers, Operating Engineers, and Cement Masons



Signature of Authorized Edward J. Carlson, Vice President
Representative of Bidder

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

County of Riverside

On October 27, 2017 before me, Courtney Chapas, Notary Public
Date Here Insert name and Title of the Officer

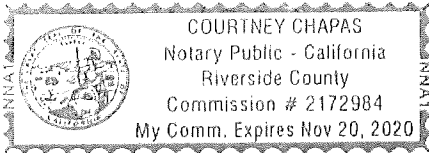
personally appeared Edward J. Carlson
Name(s) of Signer(s)

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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Courtney Chapas*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Bidder's List of Construction Trades

Document Date: October 27, 2017 Number of Pages: 1

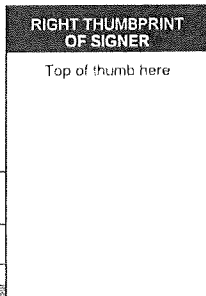
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

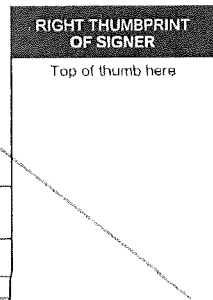
Signer is Representing:
All American Asphalt



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:
All American Asphalt



NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. 444

BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION
IMPROVEMENTS

CONTRACT NO. CITY-1444

CONTRACTOR:

All American Asphalt

BUSINESS ADDRESS:


PO Box 2229

Corona, CA 92878-2229

In submitting this bid for the project:

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

I do hereby certify under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed at Corona
California, this 27th day of October, 2017.


SIGNATURE Edward J. Carlson, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

County of Riverside

On October 27, 2017 before me, Courtney Chapas, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson
Name(s) of Signer(s)

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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Courtney Chapas*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Non-Collusion Declaration

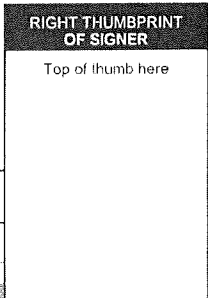
Document Date: October 27, 2017 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

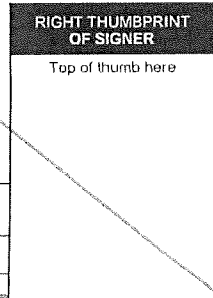
- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing: All American Asphalt

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing: All American Asphalt

SUBCONTRACTORS LISTING

CITY OF INDUSTRY
PROJECT NO. 444

BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION
IMPROVEMENTS

CONTRACT NO. CITY-1444

(See Paragraph 14 - Instructions to Bidders)

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

BID BOND

PROJECT NO. 444

BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND
INTERSECTION IMPROVEMENTS

CONTRACT NO. CITY-1444

KNOW ALL MEN BY THESE PRESENTS that we All American Asphalt
_____ as BIDDER,
and Fidelity and Deposit Company of Maryland _____ a
corporation organized and existing under the laws of the State of Maryland,
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 Total Amount Bid -- [IN WORDS] dollars (\$ 10% of Bid-- _____), 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 2nd day of November, 2017.

BIDDER:

SURETY:

Name: All American Asphalt

Name: Fidelity and Deposit Company of Maryland

Address: 400 East Sixth Street

Address: 777 S. Figueroa Street, Suite 3900

Corona, CA 92879

Los Angeles, CA 90017

By: Edward J. Carlson

By: Rebecca Haas-Bates

Signature: [Handwritten Signature]

Signature: Rebecca Haas-Bates

Type Name and Title: Vice President

Type Name and Title: Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

County of Riverside

On November 6, 2017 before me, Courtney Chapas, Notary Public
Date Here Insert name and Title of the Officer

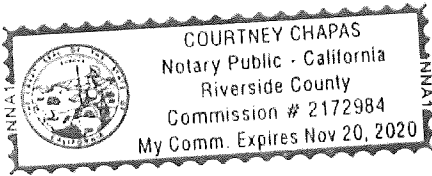
personally appeared Edward J. Carlson
Name(s) of Signor(s)

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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Courtney Chapas*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Bid Bond

Document Date: November 2, 2017 Number of Pages: 1

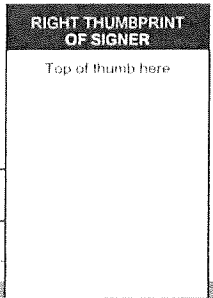
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

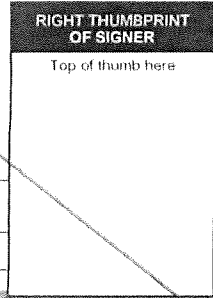
Signer is Representing All American Asphalt



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing: All American Asphalt



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



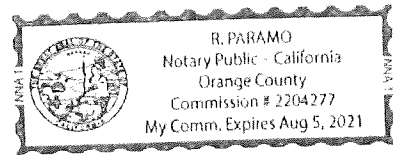
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 11/02/2017 before me, R. Paramo, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 11/02/2017
Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Fidelity and Deposit Company of Maryland

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of November, 2017.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, all of Irvine, California**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of April, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Dawn E. Brown

By:

*Assistant Secretary
Dawn E. Brown*

Gerald F. Haley

*Vice President
Gerald F. Haley*

State of Maryland
County of Baltimore

On this 18th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXHIBIT C

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

[Attached]



Contractor's License Detail for License # 267073

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

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

Data current as of 11/8/2017 11:03:59 AM

Business Information

ALL AMERICAN ASPHALT
P O BOX 2229
CORONA, CA 92878
Business Phone Number:(951) 736-7600

Entity Corporation
Issue Date 01/19/1971
Expire Date **01/31/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with FIDELITY AND DEPOSIT COMPANY OF MARYLAND.
Bond Number: 08727441
Bond Amount: \$15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number LPM7627119 for MARK ALBERT LUER in the amount of \$12,500 with FIDELITY AND DEPOSIT COMPANY OF MARYLAND.
Effective Date: 12/30/2011
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the ZURICH AMERICAN INSURANCE COMPANY
Policy Number:WC59320570
Effective Date: 08/01/2013
Expire Date: 08/01/2018
Workers' Compensation History

Other

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

State of California
Department of Industrial Relations

- Home
- Employment Law
- Employment Safety & Health
- Workers' Comp
- WFL Insurance
- Apprenticeship
- Director's Office
- News

1000001051 Contractor Details

- Contractor Information
- Legal Entity Information
- Workers' Compensation

Legal Name ALL AMERICAN ASPHALT
Legal Entity Type CORPORATION

Trade Name

License Number(s)
 CSLB :267073

Mailing Address

PO BOX 2229
 CORONA, CA 92870

Physical Address

400 E SIXTH ST
 CORONA, CA 92879

Email Address

PUBLICWORKS@ALLAMERICANASPHALT.COM

Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1.

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

Registration Year:

PWC Registration Number:

Contractor Legal Name:

License Number: Contractor License

County:

Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	ALL AMERICAN ASPHALT	1000001051	RIVERSIDE	CORONA	05/08/2017	06/30/2018

v2.20160101

- About DIR
 Why we are
 DIR Divisions, Boards & Commissions
 Contact DIR
- Work with Us
 Jobs at DIR
 Licensing, registrations, certifications & permits
 Required Notifications
 Public Records Requests
- Learn More
 Access to Information
 Frequently Asked Questions
 Site Map



CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

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

STAFF: Alex Gonzalez, Director of Development Services and Administration *CD*
Roberto Ramirez, Contract City Engineer, Cordoba Corporation
Phil Valadez, Contract Project Manager, Cordoba Corporation

DATE: November 30, 2017

SUBJECT: Consideration of Award of Agreement No. CIP-FAC-18-015-B, El Encanto Convalescent Hospital Roof Repair, in an amount not to exceed \$28,700.00

Background:

On October 5, 2017, the City began solicitation of public bids for Agreement No. CIP-FAC-18-015-B, El Encanto Convalescent Hospital Roof Repair project for an estimated cost of \$25,000.00. This project was bid to procure a contractor to remove and repair the damaged roof structure and sheathing, roofing and flashing, patching of exterior stucco, interior and exterior painting, and removal and replacement of planter at the El Encanto Convalescent Hospital, 555 S. El Encanto Road in the City of Industry.

The bid was posted on October 5, 2017 in the City's PlanetBids™ vendor portal and an email notification was sent to 77 vendors. The bid was viewed by 18 prospective bidders. The appropriate trade journals were notified on October 6, 2017. The bid was advertised on October 9, 2017 and October 16, 2017 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until October 25, 2017 at 11:00 a.m. in the City's Planetbids™ vendor portal.

Discussion:

The bid process closed on November 6, 2017 at 11:00 am. Three (3) bids were received from the following entities: Fisher Contractor, Inc., All American Contracting Corp., and GDL Best Contractors, Inc. The review of bids has found that Fisher Contractor, Inc., has submitted the lowest responsive bid and has the relevant experience, qualifications, and licensing necessary to complete this project. Below is a table of all bidders and their prices, showing that Fisher Contractor, Inc. is the lowest bidder.

The following table represents a summary of the bids received:

Bidder	Bid Price
Fisher Contractor, Inc.	\$28,700.00
All American Contracting Corp.	\$38,656.00
GDL Best Contractors, Inc.	\$67,000.00

The Engineer's Estimate for this project was \$25,000.00. The bid price from Fisher Contractor, Inc. was \$28,700.00. A 10% contingency has been included with the bid price to account for potential and unforeseen project changes, and a 10% appropriation for contract administration and inspection; total cost of the appropriation will be \$34,440.

The following table represents a project summary:

Fisher Contractor, Inc. Base Bid	\$28,700.00
Contingency Allowance (10%)	\$2,870.00
Contract Administration/Inspection (10%)	\$2,870.00
Total Sources:	\$34,440.00

Fiscal Impact:

Appropriate \$34,440.00 from the General Fund to City Capital Improvements – El Encanto – Construction Costs (Account No. 120.712.5205).

Recommendation:

- 1) City staff recommends that the City Council consider the results of the El Encanto Convalescent Hospital Roof Repair bid and award the bid to Fisher Contractor, Inc.; and
- 2) Appropriate \$34,440.00 from the General Fund to Capital Improvements – El Encanto – Construction Costs (Account No. 120.712.5205).

Exhibit:

- A. Bid Results
- B. Bid Schedule Packet (Pages C-5 through C-13)
- C. Contractor's State of California and Department of Industrial Relations License Detail

PJP/AG/RR:af

EXHIBIT A

Bid Results

[Attached]

Bid Results for Project El Encanto Convalescent Hospital Roof Repair (CIP-FAC-18-015-B)

Issued on 10/05/2017

Bid Due on November 6, 2017 11:00 AM (Pacific)

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Quantity	Fisher contractor inc - Unit Price	Fisher contractor inc - Line Total	All American Contracting Corp. - Unit Price	All American Contracting Corp. - Line Total	GDL Best Contractors, Inc. - Unit Price	GDL Best Contractors, Inc. - Line Total
1	Section 1	Mobilization Temporary Controls and	LS	1	\$1,000.00	\$1,000.00	\$875.00	\$875.00	\$6,000.00	\$6,000.00
2	Section 1	Protections	LS	1	\$2,200.00	\$2,200.00	\$1,500.00	\$1,500.00	\$6,000.00	\$6,000.00
3	Section 1	Demolition	LS	1	\$5,700.00	\$5,700.00	\$7,650.00	\$7,650.00	\$10,000.00	\$10,000.00
4	Section 1	Site work	LS	1	\$1,450.00	\$1,450.00	\$1,325.00	\$1,325.00	\$6,000.00	\$6,000.00
5	Section 1	Framing	LS	1	\$4,700.00	\$4,700.00	\$10,170.00	\$10,170.00	\$12,000.00	\$12,000.00
6	Section 1	Trim	LS	1	\$1,700.00	\$1,700.00	\$1,266.00	\$1,266.00	\$4,000.00	\$4,000.00
7	Section 1	Roofing	LS	1	\$7,200.00	\$7,200.00	\$5,530.00	\$5,530.00	\$15,000.00	\$15,000.00
8	Section 1	Stucco	LS	1	\$2,250.00	\$2,250.00	\$7,890.00	\$7,890.00	\$5,000.00	\$5,000.00
9	Section 1	Painting	LS	1	\$2,500.00	\$2,500.00	\$2,450.00	\$2,450.00	\$3,000.00	\$3,000.00
					Subtotal	\$28,700.00		\$38,656.00		\$67,000.00
					Total	\$28,700.00		\$38,656.00		\$67,000.00

EXHIBIT B

Bid Schedule Packet (Pages C-5 through C-13)

[Attached]

**SECTION C
BID SCHEDULE**

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

FOR

CITY OF INDUSTRY
PROJECT NO.

EL ENCANTO CONVALESCENT HOSPITAL ROOF REPAIR

CONTRACT NO. CITY-1447

BIDDER: FISHER CONTRACTOR, INC

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

SCHEDULE OF WORK ITEMS

NO.	DESCRIPTION	APPROX QTY.	UNIT MEAS.	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Temporary Controls & Protections	1	LS		
3	Demolition	1	LS		
4	Site work	1	LS		
5	Framing	1	LS		
6	Trim	1	LS		
7	Roofing	1	LS		
8	Stucco	1	LS		
9	Painting	1	LS		

FISHER CONTRACTOR, INC

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
GRAND TOTAL					

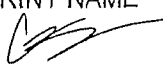
I hereby certify that on 6TH, 2017, CLIFF LEE
(Print Name)
 examined the site of the proposed work, and the undersigned, fully understands the scope of work and has checked carefully all words and figures inserted in this Bid Schedule.

By:
 FISHER CONTRACTOR, INC

 CONTRACTOR NAME
 FISHERINC153@GMAIL.COM

 EMAIL ADDRESS
 FISHER CONTRACTOR, INC

 DIR #
 PWCR NUMBER: 1000016843

 PRINT NAME


 SIGNATURE

Bid Results for Project El Encanto Convalescent Hospital Roof Repair (CITY-1447)

Issued on 10/05/2017

Bid Due on November 6, 2017 11:00 AM (Pacific)

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Quantity	Fisher contractor inc - Unit Price	Fisher contractor inc - Line Total
1	Section 1	Mobilization	LS	1	\$1,000.00	\$1,000.00
2	Section 1	Temporary Controls and Protections	LS	1	\$2,200.00	\$2,200.00
3	Section 1	Demolition	LS	1	\$5,700.00	\$5,700.00
4	Section 1	Site work	LS	1	\$1,450.00	\$1,450.00
5	Section 1	Framing	LS	1	\$4,700.00	\$4,700.00
6	Section 1	Trim	LS	1	\$1,700.00	\$1,700.00
7	Section 1	Roofing	LS	1	\$7,200.00	\$7,200.00
8	Section 1	Stucco	LS	1	\$2,250.00	\$2,250.00
9	Section 1	Painting	LS	1	\$2,500.00	\$2,500.00
					Subtotal	\$28,700.00
					Total	\$28,700.00

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.

CL
(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 6 day of NOVEMBER, 2017.

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

<u>Fisher Contractor INC</u> Bidder	 Signature
<u>183 LUCADIA RD</u> Mailing Address	<u>CLIFF LEE</u> Print Name
<u>LA HABRA HEIGHTS, CA 90621</u> City/State/Zip	<u>CEO</u> Title
<u>(909) 248-8760</u> Telephone	<u>957898 / B, C-39</u> License No./Class
<u>909 247-8550</u> Fax	<u>2/28/19</u> 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

CLIFF LEE  CEO

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

ACKNOWLEDGMENT

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

State of California
County of Los Angeles

On 10th November 2017 before me, SARATHI SHAILESH PATEL "Notary Public"
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Sarathi Patel (Seal)

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

CITY OF INDUSTRY CITY OF INDUSTRY
PROJECT NO. MP 07-24 #6

EL ENCANTO CONVALESCENT HOSPITAL ROOF REPAIR

CONTRACT NO. CITY-1447

CLIFF LEE, being first duly sworn, deposes and says that
Name

he or she is CEO, of FISHER CONTRACTOR INC,
Title Name of Firm


957898 B, C-39
License Number Classification

2/28/19
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.

11/6/17
DATE


SIGNATURE

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. MP 07-24 #6


EL ENCANTO CONVALESCENT HOSPITAL ROOF REPAIR

CONTRACT NO. CITY-1447

Fisher Contracting Inc certifies that:
Bidder

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

General Building, Roofing



Signature of Authorized
Representative of Bidder

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. MP 07-24 #6

EL ENCANTO CONVALESCENT HOSPITAL ROOF REPAIR

CONTRACT NO. CITY-1447

CONTRACTOR:

FISHER CONTRACTORS INC

BUSINESS ADDRESS:

1950 SILVER HAWK DR.
DIAMOND BAR, CA 91765

In submitting this bid for the project:

I, CLIFF LEE, state that I have not directly or indirectly,
(Name)

entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the project.

I do hereby certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at DIAMOND BAR
California, this 6 day of NOVEMBER, 2017.



SIGNATURE

SUBCONTRACTORS LISTING

CITY OF INDUSTRY
PROJECT NO. MP 07-24 #6

EL ENCANTO CONVALESCENT HOSPITAL ROOF REPAIR

CONTRACT NO. CITY-1447

(See Paragraph 14 - Instructions to Bidders)

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

SUBCONTRACTOR'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. MP 07-24 #6

EL ENCANTO CONVALESCENT HOSPITAL ROOF REPAIR

CONTRACT NO. CITY-1447

Subcontractor: GRACE PAINTING


880587
License No.

7-31-2018
Expiration Date

Certifies:

The following construction trades will be used in the work.

PAINTING


Signature of Authorized
Representative of Subcontractor

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we Fisher Contractor, Inc.
_____ as BIDDER,
and Western Surety Company _____, a
corporation organized and existing under the laws of the State of South Dakota _____,
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 Total Bid Amount [IN WORDS] dollars (\$ 10.0% of Bid _____), which is 10
percent of the total amount bid by BIDDER to CITY for the below-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 work commonly described as
Roof Repair of the El Encanto Convalescent Hospital project.

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 November, 2017.

Dated: November 3, 2017

BIDDER:

Name: Fisher Contractor, Inc.

Address: 183 Leucaida Rd
La Habra Heights, CA 90631

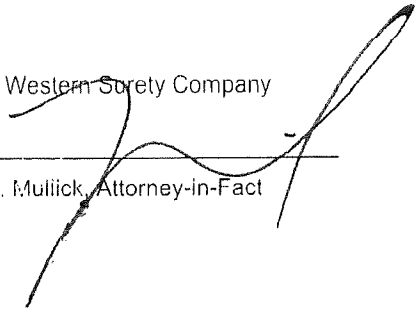
By: _____

Signature: [Handwritten Signature]

Type Name and Title:
CLIFF LEE / CEO

Surety: Western Surety Company

Yung T. Mullick, Attorney-in-Fact



CALIFORNIA ALL-PURPOSE 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 November 3, 2017 before me, Irene Luong, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

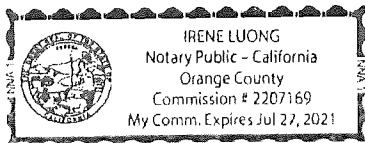
personally appeared Yung T. Mullick
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Irene Luong
Signature of Notary Public Irene Luong



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James W Moilanen, Yung T Mullick, Christine Hoang, Stephanie Hoang, Individually

of Mission Viejo, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of April, 2017.

WESTERN SURETY COMPANY



Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 20th day of April, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of November, 2017



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA, organized under the
laws of SOUTH DAKOTA, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance:

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

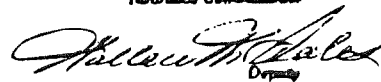
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21ST day
of MARCH, 1975, I have hereunto set
my hand and caused my official seal to be affixed this 21ST
day of MARCH, 1975

Fee
Rec. No.
Filed

By

WESLEY J. KINDER
Insurance Commissioner


Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

EXHIBIT C

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

[Attached]



Contractor's License Detail for License # 957898

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

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

Data current as of 11/8/2017 5:33:05 PM

Business Information

FISHER CONTRACTOR INC
1950 SILVER HAWK DRIVE
DIAMOND BAR, CA 91765
Business Phone Number:(909) 248-8760

Entity Corporation
Issue Date 02/17/2011
Expire Date **02/28/2019**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR
C39 - ROOFING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OLD REPUBLIC SURETY COMPANY.

Bond Number: W150216089
Bond Amount: \$15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual CLIFF JUNG LEE 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: 03/20/2015
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number:9035060
Effective Date: 02/04/2015
Expire Date: 02/04/2018
Workers' Compensation History

Other

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



State of California
Department of Industrial Relations

- Labor Law
- Cal/OSHA - Safety & Health
- Workers' Comp
- Self Insurance
- Apprenticeship
- Director's Office
- Boards



1000016843 Contractor Details

Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1.

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

Registration Year:

PWC Registration Number:

Contractor Legal Name:

License Number: Contractor License

County:

Contractor Information Legal Entity Information Workers' Compensation

Legal Name
FISHER CONTRACTOR INC

Legal Entity Type
CORPORATION

Trade Name

License Number(s)
CSLB :957898

Mailing Address
1950 SILVER HAWK DR
DIAMOND BAR, CA 91765

Physical Address
1950 SILVER HAWK DR
DIAMOND BAR, CA 91765

Email Address
FISHERINC153@GMAIL.COM

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Effective Date	Expiration Date
View	FISHER CONTRACTOR INC	1000016843	LOS ANGELES	DIAMOND BAR	08/23/2017	06/30/2018

v2.20160101

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- DIR Divisions, Boards & Commissions
- Contact DIR

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- Licensing, registrations, certifications & permits
- Required Notifications
- Public Records Requests

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CITY COUNCIL

ITEM NO. 6.6

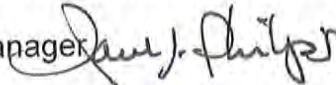





CITY OF INDUSTRY

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 Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager 

STAFF: Roberto Ramirez, City Engineer 
Joshua Nelson, Project Engineer, CNC Engineering 
Gerardo Perez, Project Manager, CNC Engineering 

DATE: November 30, 2017

SUBJECT: Consideration of Notice of Completion for Valley Boulevard Reconstruction with PCC Pavement from Turnbull Canyon Road to Hacienda Boulevard, Project No. CITY-1421 with Sully-Miller Contracting Co., and Authorize the City Engineer to Execute the Notice of Completion

Background:

On May 10, 2016, the City Council awarded Contract No. CITY-1421, Valley Boulevard Reconstruction with PCC Pavement from Turnbull Canyon Road to Hacienda Boulevard, in the amount of \$3,828,191.00 to Sully-Miller Contracting Co. This project replaces the existing asphalt concrete with new concrete pavement, adds new pedestrian ramps and includes new median drought tolerant landscaping.

On December 22, 2016, the City Council approved Change Order Nos. 1-4 as follows;

- **Change Order No. 1:** Adjust an existing traffic signal junction box in the existing median in Valley Blvd. at a cost of \$2,825.98.
- **Change Order No. 2:** Remove unsuitable and wet material during construction of the new curb and gutter and pedestrian ramps and place a layer of geogrid and additional Class II base material at a cost of \$2,714.88.
- **Change Order No. 3:** Reimbursed Los Angeles County Department of Public Works encroachment permit fees necessary to implement the traffic control in LA

County right of way at a cost of \$5,430.00.

- **Change Order No. 4:** Provide additional signs and striping and install glue down channelizers to safely separate east and west bound traffic at a cost of \$10,138.27.

On January 26, 2017, the City Council approved Change Order No. 5 as follows;

- **Change Order No. 5:** Remove interfering portions of an existing concrete reinforced concrete box (RCB) structure interfering with the new street section at a cost of \$3,438.13.

On August 10, 2017, the City Council approved Change Order Nos. 6-14 as follows;

- **Change Order No. 6:** Construct an 11.5 -inch reinforced concrete slab with footings on each side over an existing 16-inch diameter asbestos cement pipe ("ACP") located on the south side of Valley Blvd. from Turnbull Canyon and running easterly for approximately 600 lineal feet. This provided protection for the ACP waterline. The total cost totaled \$191,986.00.
- **Change Order No. 7:** Install glue down channelizers to safely separate east and west bound traffic under Phase 2 traffic control at a cost of \$5,543.04.
- **Change Order No. 8:** Grind the existing asphalt pavement in order to provide a smooth transition with the new lane under Phase 2 of the traffic control plan at a cost of \$6,759.70.
- **Change Order No. 9:** Install additional striping and pavement markers to assist motorists in navigating through the construction zone under Phase 2 of the traffic control plan at a cost of \$1,686.53.
- **Change Order No. 10:** Install rebar in the street section over an existing shallow storm drain and place a lean concrete mix as backfill at a cost of \$6,511.68.
- **Change Order No. 11:** Remove interfering portions of an existing concrete reinforced concrete box (RCB) structure interfering with the new street section under Phase 3 of construction at a cost of \$955.70.
- **Change Order No. 12:** Extend the transition from the new concrete pavement to the existing asphalt paving by grinding and repaving to achieve a smooth transition. Cost totals \$11,250.58.
- **Change Order No. 13:** Remove an additional 12-inches of wet, clayey and unsuitable material, install Tensar TX7 geogrid, replace with 12-inches of Class II

base and install an additional layer of Tensar TX7. The Contractor placed an additional 38,344 square yards of geogrid, removed an additional 6,295 cubic yards of unclassified excavation and placed 6,295 cubic yards of crushed aggregate base (Class II base) for an additional cost of \$686,738.50 of which \$240,000.00 will be paid under the contingency. Net additional cost is \$446,738.50.

- **Change Order No. 14:** Final field measurements included a credit of (\$103,858.50) for bid quantity underruns and an additional cost of \$117,118.50 for bid quantity over-runs. Total net additional cost is 13,530.00.

As of November 15, 2017, the City Engineer has determined that all work has been completed and the landscape maintenance period has terminated. CNC Engineering, Environs (landscape architect) and Kleinfelder (geotechnical engineers) have inspected the site and find all work complete and in accordance with the contract documents.

Discussion:

When projects are awarded and closed out the City must show a total project cost to include, but not limited to professional services such as: engineering (design and survey), traffic signal design, geotechnical, design support, construction management and utility coordination. The table below details the complete project costs for CITY-1421.

Contract (Sully-Miller Contracting Co.)	\$3,828,191.00
Change Order Nos. 1 – 14 (Sully-Miller Contracting Co.)	\$709,508.98
Professional Services for Design, (CNC Engineering)	\$246,908.38
Professional Services for Design Survey (CNC Engineering)	\$17,087.42
Professional Services for Landscape Design (Environs)	\$5,676.63
Professional Services for Geotechnical Services (Kleinfelder)	\$150,918.35
Professional Services for Construction Management/ Inspection/Design Support/Utility Coordination (CNC Engineering)	\$358,258.47
Professional Services for Construction Staking	\$54,330.29
Professional Services for Traffic Signal Design (Kimley-Horn & Associates)	\$4,562.03
Total Project Cost	\$5,375,441.55

Fiscal Impact:

On May 10, 2016, the City Council appropriated \$3,828,191.00 to Project No. CITY-1421,

Valley Boulevard Reconstruction with PCC Pavement from Turnbull Canyon Road to Hacienda Boulevard which included a contingency allowance in the amount of \$240,000.00. On August 10, 2017, the City Council appropriated \$709,508.98 from the 2015 Sales Tax Revenue Bond Proceeds for Change Orders Nos. 1-14.

Total project costs is \$5,375,441.55, which includes design and construction management costs, landscape architectural design costs, traffic signal design and geotechnical services. No additional appropriations are necessary.

The following table presents a summary of the sources:

General Fund – 2015-2016 and 2014-2015 fiscal years Capital Improvement Program budgets	\$4,665,932.57
Additional funding – from the 2015 Sales Tax Revenue Bond Proceeds	\$709,508.98
Total Sources	\$5,375,441.55

Recommendation:

- 1.) Accept the work performed by Sully-Miller Contracting Co., for the amount of \$4,537,699.98;
- 2.) Authorize the City Engineer or his designee to execute the Notice of Completion; and
- 3.) Authorize the City Clerk to file a Notice of Completion for Project No. CITY-1421 Valley Boulevard Reconstruction with PCC Pavement from Turnbull Canyon Road to Hacienda Boulevard.

Exhibit:

- A. Notice of Completion dated November 30, 2017

CNC/JN/GP

EXHIBIT A

Notice of Completion dated November 30, 2017

[Attached]

RECORDING REQUEST

and WHEN RECORDED, MAIL TO:

Agency CITY OF INDUSTRY

Mailing 15625 East Stafford Street
Address Attention: Clement N. Calvillo
City City of Industry
State, Zip California 91744

THIS SPACE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is given that work was completed on that certain work known as Project No. **CITY-1421, Valley Boulevard Reconstruction with PCC Pavement from Turnbull Canyon Road to Hacienda Blvd, City of Industry, CA 91744, County of Los Angeles**, for the undersigned agency and said work was accepted as complete on November 30, 2017. The contractor on said job was **Sully Miller Contracting Company 135 S. State College Blvd, Brea CA 92821**.

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

City of Industry

By Roberto Ramirez, City Engineer

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

State of California)
)ss.
County of Los Angeles)

The undersigned, being duly sworn, says: That he is the City Engineer and that he makes this verification on behalf of said entity; that he has read the foregoing and declares that the contents thereof, and that the facts stated herein, are true and correct.

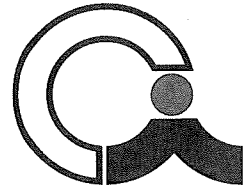
Roberto Ramirez, City Engineer

Subscribed and sworn to (or affirmed) before me on this ___ day of _____ 2017, by Roberto Ramirez, City Engineer, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Date)

(Notary Signature)

(Seal)



CITY OF INDUSTRY

- Civic Recreational-Industrial Authority
- City of Industry Waterworks System
- Industry Urban-Development Agency
- Parking Authority

15625 East Stafford Street, City of Industry, CA 91744

Notification of Construction Completion

Valley Boulevard Reconstruction with PCC Pavement

Project from Turnbull Canyon Road to Hacienda Boulevard **Date** Nov. 30, 2017

Contract No. CITY-1421

Contract **MP 05-26#1**

Contractor Sully Miller Contracting Company

As a result of an inspection conducted on 11/15/2017, the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

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

Accepted by Contractor SCOTT CONOVER [Signature] PROJECT MANAGER 11/17/17
 Printed Name Signature Title Date

Recommended by Project Engineer Joshua Nelson [Signature] Project Engineer 11/20/17
 Printed Name Signature Title Date

Recommended by Project Manager Gerardo Perez [Signature] Project Manager 11.20.17
 Printed Name Signature Title Date

Recommend by Public Agency Roberto Ramirez [Signature] City Engineer
 Printed Name Signature Title Date

CITY COUNCIL

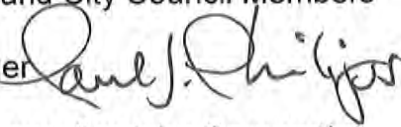
ITEM NO. 7.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and City Council Members

FROM: Paul J. Philips, City Manager 

STAFF: Candra Jolly, Design Engineer, Cordoba Corporation
Danielle Chupa, Senior Project Manager, Cordoba Corporation DC

DATE: November 30, 2017

SUBJECT: Consideration of Resolution No. CC 2017-37—
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION
NO. CC 2014-09, THEREBY DISSOLVING THE
FULLERTON ROAD/GALE AVENUE/RAILROAD STREET
UNDERGROUND UTILITY DISTRICT NO. 8

BACKGROUND

On April 24, 2014, the City Council held a public hearing to ascertain whether the public necessity, health, safety or welfare required the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication or similar or associated service for the Fullerton Road/Gale Avenue/Railroad Street area of the City. Upon the conclusion of the requisite public hearing, the City Council adopted Resolution No. CC 2014-09 establishing an underground utility district for the area.

Pursuant to the provisions of Resolution No. CC 2014-09, all poles, overhead wires, and associated overhead structures were to be removed by March 16, 2016, and underground installations were to be completed no later than March 16, 2016.

To date, none of the removal of the poles, overhead wires or related overhead structures has occurred, and none of the undergrounding has commenced. Maintaining the Underground Utility District will cause significant delays to the Fullerton Grade separation project. It will also create the need for multiple property owners to upgrade their electrical facilities. Lastly, it will create significant hardships between the railroad and multiple utilities due to the railroad crossings that are required if the Underground Utility District remains.

ENVIRONMENTAL REVIEW:

Pursuant to Section 15061(b)(3) of the California Environmental Quality Act ("CEQA") Guidelines, CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The elimination of the underground utility district which was never implemented will not change the condition of the property. There was no conversion of the overhead utilities to underground, and no development was done within the district. The elimination of the district allows all properties to remain in their current state. Based on the foregoing, the dissolution of Underground Utility District No. 8 is exempt from CEQA. Staff is therefore recommending that the City Council adopt the Notice of Exemption and direct Staff to file same as required by law.

FISCAL IMPACT:

There is no fiscal impact.

RECOMMENDATIONS:

Staff recommends the City Council adopt:

Resolution No. IPUC 2017-37 of the City of Industry, California, Rescinding Resolution No. CC 2014-09, Thereby Dissolving the Fullerton Road/Gale Avenue/Railroad Street Underground Utility District No. 8, and Notice of Exemption regarding same.

EXHIBITS:

- A. Resolution No. IPUC 2017-37
 - B. Notice of Exemption
-

EXHIBIT A

Resolution No. IPUC 2017-37

[Attached]

RESOLUTION NO. CC 2017-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2014-09, THEREBY DISSOLVING THE FULLERTON ROAD/GALE AVENUE/RAILROAD STREET UNDERGROUND UTILITY DISTRICT NO. 8

WHEREAS, pursuant to the provisions of Chapter 12.20 of the City's Municipal Code ("Code"), the City is permitted to establish underground utility districts; and

WHEREAS, in accordance with the provisions of Section 12.20.020 of the City's Code, on April 24, 2014, the City Council held a public hearing to ascertain whether the public necessity, health, safety, or welfare required the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication or similar or associated service for the Fullerton Road/Gale Avenue/Railroad Street area of the City; and

WHEREAS, upon conclusion of the requisite public hearing, the City Council adopted Resolution No. CC 2014-09 establishing an underground utility district for the area located within the Fullerton Road/Gale Avenue/Railroad Street area in the City; and

WHEREAS, pursuant to the provisions of Resolution No. CC 2014-09, all poles, overhead wires, and associated overhead structures were to be removed by March 16, 2016, and underground installations were to be completed no later than March 16, 2016; and

WHEREAS, to date none of the removal of the poles, overhead wires or related overhead structures has occurred, and none of the undergrounding has commenced; and

WHEREAS, maintaining the Underground Utility District will cause significant delays to the Fullerton Grade separation project. It will also create the need for multiple property owners to upgrade their electrical facilities. Lastly, it will create significant hardships between the railroad and multiple utilities due to the railroad crossings that are required if the Underground Utility District remains; and

WHEREAS, based on the foregoing, City Staff is recommending that the City Council dissolve the Fullerton Road/Gale Avenue/Railroad Street Underground Utility District No. 8; and

WHEREAS, pursuant to Section 15061(b)(3) of the California Environmental Quality Act ("CEQA") Guidelines, CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The elimination of the underground utility district which was never implemented will not change the condition of the property.

There was no conversion of the overhead utilities to underground, and no development was done within the district. The elimination of the district allows all properties to remain in their current state. Based on the foregoing, the dissolution of Underground Utility District No. 8 is exempt from CEQA; and

WHEREAS, notice of the City Council's November 30, 2017 public hearing concerning the dissolution of the Fullerton Road/Gale Avenue/Railroad Street Underground Utility District No. 8 was published in the San Gabriel Valley Tribune on November 17, 2017, and was mailed to all affected property owners as shown on the last equalized assessment roll and all concerned utilities on November 17, 2017; and

WHEREAS, on November 30, 2017 the City Council of the City of Industry conducted a duly noticed public hearing on the dissolution of Underground Utility District No. 8, and considered all testimony written and oral; and

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

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

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

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

- A. All the poles, overhead wires and associated overhead structures were not removed and underground installations were not made Underground Utility District No. 8 by March 16, 2016 as required;
- B. There is not sufficient time now to establish Underground Utility District No. 8 without impacting the current Fullerton Road/Gale Avenue/ Railroad Street project.

Section 3. CEQA. Based upon independent staff analysis and in accordance with CEQA, this project is exempt per Section 15061(b)(3) of the CEQA Guidelines. CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The elimination of the underground utility district which was never implemented will not change the condition of the property. There was no conversion of the overhead utilities to underground, and no development was done within the district. The elimination of the district allows all properties to remain in their current state. Based on the foregoing, the City Council adopts the Notice of Exemption and directs staff to file same.

Section 4. Rescission of Resolution No. CC 2014-09. The City Council hereby rescinds Resolution No. CC 2014-09. The rescission of Resolution No. CC 2014-09 dissolves the Fullerton Road/Gale Avenue/ Railroad Street Underground Utility District No. 8.

Section 5. Public Notification. The City Clerk shall notify all affected utilities and all persons owning property within the former Underground Utility District No. 8 of its dissolution in accordance with the provisions of Section 12.20.090 of the City's Code.

Section 6. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 7: The City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on November 30, 2017, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Diane Schlicting, Chief Deputy City Clerk

EXHIBIT B

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: Disposition of Underground Utility District No. 8

Project Location - Specific: Fullerton Road from SR-60 eastbound off ramp (City Boundary) to Valley Boulevard (City Boundary) Gale Avenue from 1,200 feet west of Fullerton Road to 1,500 feet east of Fullerton Road, Railroad Street from 380 feet west of Fullerton Road to 420 feet east of Fullerton Road, Rowland Street from Fullerton Road to 300 feet west of Fullerton Road, San Jose Avenue from Fullerton Road to 300 Feet east of Fullerton Road.

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

Description of Project: Disposition of Underground Utility District No. 8. The City of Industry City Council approved underground utility District No. 8 on April 24, 2014, which required the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication, or similar associated services. The proposed disposition of Underground Utility District No. 8 will eliminate the underground requirements.

Name of Public Agency Approving Project: Planning Commission, City of Industry

Name of Person or Agency Carrying Out Project: Roberto Ramirez, City Engineer

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:*
- Statutory Exemptions. *State code number:* 15061(b)(3)

Reasons why project is exempt: Pursuant to Section 15061(b)(3) of the CEQA Guidelines, CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The dissolution of the underground utility district which was never implemented will not change the condition of the property. There was no conversion of the overhead utilities to underground, and no development was done within the district. The dissolution of the district allows all properties to remain in their current state.

Lead Agency

Contact Person: Troy Helling

Telephone: (626)333-2211

Signature: _____

Date: 11-30-2017

Title: Planning and Safety Manager
JN