

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

FEBRUARY 8, 2018
9:00AM



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

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

Addressing the City Council:

- ▶ **Agenda Items:** Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.
- ▶ **Public Comments (Non-Agenda Items):** Anyone wishing to address the City Council on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the City Council from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the City Council.

Americans with Disabilities Act:

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

Agendas and other writings:

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through 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.

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

5. **CONSENT CALENDAR**

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

5.1 Consideration of the Register of Demands for February 8, 2018

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

5.2 Authorization to recruit for the position of Independent Reform Advisor thru Planet Bids

RECOMMENDED ACTION: Authorize the recruitment.

5.3 Consideration of the appointment of a City Clerk

RECOMMENDED ACTION: Appoint the City Manager as the City Clerk.

5.4 Consideration of the minutes of the July 28, 2016 regular meeting

RECOMMENDED ACTION: Approve as submitted.

6. **ACTION ITEMS**

6.1 Discussion and consideration of an appointment, as the City of Industry's representative to serve on the Industry Property and Housing Management Authority.

RECOMMENDED ACTION: Discuss and make an appointment to the Industry Property and Housing Management Authority.

6.2 Presentation and update by Mark Christoffels from the San Gabriel Valley Council of Governments Capital Projects and Construction Committee (formerly the ACE Construction Authority) regarding various projects in and around the City of Industry

RECOMMENDED ACTION: Receive and file the report.

6.3 Consideration of a Professional Services Agreement with ES Engineering Services, LLC, for On-Call Geotechnical Engineering Services, in an amount not-to-exceed \$150,000.00, from February 8, 2018 to December 8, 2019

RECOMMENDED ACTION: Approve the Agreement.

- 6.4 Consideration of a Professional Services Agreement with Kleinfelder, Inc., for On-Call Geotechnical Engineering Services, in an amount not-to-exceed \$150,000.00, from February 8, 2018 to December 8, 2019

RECOMMENDED ACTION: Approve the Agreement.

- 6.5 Consideration of Agreement No. DS-18-023-B, with Aldridge Electric, Inc., for Industry Trail Lighting Improvements in the amount of \$613,795.10

RECOMMENDED ACTION: Award the contract to Aldridge Electric, Inc., in the amount of \$613,795.10

- 6.6 Consideration of the First Amendment to the Memorandum of Understanding for the Lemon Avenue Partial Diamond Interchange Project between the City of Industry and the Successor Agency to the Industry Urban-Development Agency

RECOMMENDED ACTION: Approve the Agreement.

- 6.7 Consideration of the First Amendment to the Memorandum of Understanding between the City of Industry and the City of Diamond Bar for the Lemon Avenue Partial Diamond Interchange Project

RECOMMENDED ACTION: Approve the Amendment.

- 6.8 Consideration of a Call for Projects Proposition C Funding Agreement (CFP #F1121) between the City of Industry and the Los Angeles County Metropolitan Transportation Authority (Metro) for the Lemon Avenue Partial Diamond Interchange Project

RECOMMENDED ACTION: Approve the Agreement.

- 6.9 Consideration of Amendment No. 1 to the Call for Projects Funding Agreement (CFP #F5100) between the City of Industry and the Los Angeles County Metropolitan Transportation Authority (Metro) for the SR 57/60 Confluence, Grand Avenue at Golden Springs Drive Project

RECOMMENDED ACTION: Approve the Amendment

- 6.10 Consideration of the advertisement for solicitation of public bids for Project No. CIP-ST-18-022-B, Auto Mall Alley Safety Improvements, for an estimated cost of \$51,000.00

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

- 6.11 Consideration of the advertisement for solicitation of public bids for Agreement No. DS-18-027-B, Hatcher Yard Facility Demo for an estimated cost of \$18,000.00

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

- 6.12 Presentation, discussion, and direction regarding Application for Grant Funding from the State of California Water Pollution Cleanup and Abatement Program to commence the planning process for the restoration of Follows Camp

RECOMMENDED ACTION: Provide direction to staff.

7. **CITY COUNCIL COMMITTEE REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

- 10.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): One Case

11. Adjournment. The next regular City Council Meeting will be Thursday, February 22, 2018 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF FEBRUARY 8, 2018**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,511,131.36
120	CAPITAL IMPROVEMENT FUND	4,433,472.88
161	IPUC - ELECTRIC	250,975.33
320	FLEET MANAGEMENT FUND	158,183.40
TOTAL ALL FUNDS		7,353,762.97

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	1,313,332.03
REF	REFUSE - CKING ACCOUNT	24,051.00
WFBK	WELLS FARGO - CKING ACCOUNT	6,016,379.94
TOTAL ALL BANKS		7,353,762.97

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
February 8, 2018**

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
WT1053	12/19/2017		DAMG ALTERNATIVE ENERGY, LLC	\$588,508.19
	Invoice	Date	Description	Amount
	1018	12/18/2017	MASTER GROUND AGREEMENTS & AMENDMENTS	\$588,508.19
WT1054	12/19/2017		FIRST AMERICAN TITLE INSURANCE	\$724,823.84
	Invoice	Date	Description	Amount
	12/19/17	12/19/2017	ESCROW BALANCE FOR PURCHASE OF 15206	\$724,823.84

Checks	Status	Count	Transaction Amount
	Total	2	\$1,313,332.03

**CITY OF INDUSTRY
WELLS FARGO REFUSE
February 8, 2018**

Check	Date		Payee Name	Check	Amount
REFUSE - Refuse Account					
80048	02/08/2018		ADVANTAGE UNLIMITED PAVING		\$706.46
	Invoice	Date	Description	Amount	
	01/09/18	01/09/2018	REFUND-CID ACCOUNT #087688	\$706.46	
80049	02/08/2018		AMP AUDIO INTERNATIONAL		\$177.88
	Invoice	Date	Description	Amount	
	01/09/18	01/09/2018	REFUND-CID ACCOUNT #086662	\$177.88	
80050	02/08/2018		ARB INC.		\$1,412.92
	Invoice	Date	Description	Amount	
	01/29/18	01/29/2018	REFUND-CID ACCOUNT #401807	\$1,412.92	
80051	02/08/2018		BAU CONSTRUCTION		\$329.42
	Invoice	Date	Description	Amount	
	01/29/18	01/29/2018	REFUND-CID ACCOUNT #401990	\$329.42	
80052	02/08/2018		CABRAL ROOFING		\$2,036.88
	Invoice	Date	Description	Amount	
	01/09/18	01/09/2018	REFUND-CID ACCOUNT #103567	\$2,036.88	
80053	02/08/2018		CENTIMARK CORP.		\$458.88
	Invoice	Date	Description	Amount	
	01/09/18	01/09/2018	REFUND-CID ACCOUNT #101709	\$458.88	
80054	02/08/2018		CENTURY PAVING		\$443.37
	Invoice	Date	Description	Amount	
	01/09/18	01/09/2018	REFUND-CID ACCOUNT #099892	\$443.37	
80055	02/08/2018		CMC GENERAL CONTRACTOR, INC.		\$95.32
	Invoice	Date	Description	Amount	
	01/29/18	01/29/2018	REFUND-CID ACCOUNT #402044	\$95.32	

**CITY OF INDUSTRY
WELLS FARGO REFUSE
February 8, 2018**

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
80056	02/08/2018		CORE STATE CONSTRUCTION	\$706.46
	Invoice	Date	Description	Amount
	01/09/18	01/09/2018	REFUND-CID ACCOUNT #103030	\$706.46
80057	02/08/2018		DEJA VU SHOWGIRLS-ROBERT	\$19.40
	Invoice	Date	Description	Amount
	01/09/18	01/09/2018	REFUND-CID ACCOUNT #082573	\$19.40
80058	02/08/2018		DONLON BUILDERS	\$1.02
	Invoice	Date	Description	Amount
	01/24/18	01/24/2018	REFUND-CID ACCOUNT #082931	\$1.02
80059	02/08/2018		DONLON BUILDERS	\$5.23
	Invoice	Date	Description	Amount
	01/24/18-A	01/24/2018	REFUND-CID ACCOUNT #087556	\$5.23
80060	02/08/2018		EMT CONCOURSE INC.	\$126.54
	Invoice	Date	Description	Amount
	01/09/18	01/09/2018	REFUND-CID ACCOUNT #082411	\$126.54
80061	02/08/2018		EVERTRUST BANK-CONSTRUCTION	\$91.56
	Invoice	Date	Description	Amount
	01/09/18	01/09/2018	REFUND-CID ACCOUNT #086753	\$91.56
80062	02/08/2018		EXTRA EXPRESS	\$0.10
	Invoice	Date	Description	Amount
	01/09/18	01/09/2018	REFUND-CID ACCOUNT #083259	\$0.10
80063	02/08/2018		FAR WEST CONTRACTORS	\$602.92
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO REFUSE
February 8, 2018**

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
	01/29/18	01/29/2018	REFUND-CID ACCOUNT #401985	\$602.92
80064	02/08/2018		FEEL LIFE C/O LARRY ZHU	\$71.00
	Invoice	Date	Description	Amount
	01/09/18	01/09/2018	REFUND-CID ACCOUNT #084941	\$71.00
80065	02/08/2018		FRIZE CORPORATION	\$3.32
	Invoice	Date	Description	Amount
	01/24/18	01/24/2018	REFUND-CID ACCOUNT #086154	\$3.32
80066	02/08/2018		GOLDEN BRICK CONSTRUCTION	\$974.97
	Invoice	Date	Description	Amount
	01/29/18	01/29/2018	REFUND-CID ACCOUNT #402164	\$974.97
80067	02/08/2018		HOWARD ROOFING COMPANY	\$61.10
	Invoice	Date	Description	Amount
	01/24/18	01/24/2018	REFUND-CID ACCOUNT #401652	\$61.10
80068	02/08/2018		INTERNATIONAL LINE BUILDERS	\$168.60
	Invoice	Date	Description	Amount
	01/24/18	01/24/2018	REFUND-CID ACCOUNT #102333	\$168.60
80069	02/08/2018		LOPEZ , JOSE , L.	\$1,357.92
	Invoice	Date	Description	Amount
	01/29/18	01/29/2018	REFUND-CID ACCOUNT #403216	\$1,357.92
80070	02/08/2018		MANNA CONSTRUCTION	\$2,036.88
	Invoice	Date	Description	Amount
	01/29/18	01/29/2018	REFUND-CID ACCOUNT #401925	\$2,036.88
80071	02/08/2018		MJY GROUP INC.	\$136.06

**CITY OF INDUSTRY
WELLS FARGO REFUSE**

February 8, 2018

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
	Invoice	Date	Description	Amount
	01/09/18	01/09/2018	REFUND-CID ACCOUNT #082555	\$136.06
80072	02/08/2018		PETCO #174 C/O BELL	\$1,034.04
	Invoice	Date	Description	Amount
	01/29/18	01/29/2018	REFUND-CID ACCOUNT #402188	\$1,034.04
80073	02/08/2018		PLUMBING MASTER	\$706.46
	Invoice	Date	Description	Amount
	01/09/18	01/09/2018	REFUND-CID ACCOUNT #088103	\$706.46
80074	02/08/2018		PRL GLASS SYSTEMS INC.	\$27.50
	Invoice	Date	Description	Amount
	01/09/18	01/09/2018	REFUND-CID ACCOUNT #100849	\$27.50
80075	02/08/2018		REPUBLIC SERVICES NATIONAL	\$678.96
	Invoice	Date	Description	Amount
	01/24/18	01/24/2018	REFUND-CID ACCOUNT #074140	\$678.96
80076	02/08/2018		SELECT ELECTRIC INC.	\$339.20
	Invoice	Date	Description	Amount
	01/09/18	01/09/2018	REFUND-CID ACCOUNT #104182	\$339.20
80077	02/08/2018		SHWE TUN COMPANY	\$87.96
	Invoice	Date	Description	Amount
	01/09/18	01/09/2018	REFUND-CID ACCOUNT #079753	\$87.96
80078	02/08/2018		SOLEX CONTRACTING	\$861.85
	Invoice	Date	Description	Amount
	01/29/18	01/29/2018	REFUND-CID ACCOUNT #403475	\$861.85

**CITY OF INDUSTRY
WELLS FARGO REFUSE**

February 8, 2018

Check	Date		Payee Name	Check	Amount
REFUSE - Refuse Account					
80079	02/08/2018		TARGET STORE 222		\$3,422.30
	Invoice	Date	Description	Amount	
	01/29/18	01/29/2018	REFUND-CID ACCOUNT #402190	\$3,422.30	
80080	02/08/2018		WASTE MANAGEMENT - WALMART		\$4,868.52
	Invoice	Date	Description	Amount	
	01/24/18	01/24/2018	REFUND-CID ACCOUNT #403529	\$4,868.52	

Checks	Status	Count	Transaction Amount
	Total	33	\$24,051.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 8, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68026	01/24/2018		CALPINE ENERGY SOLUTIONS, LLC	\$71,118.89
	Invoice	Date	Description	Amount
	180180008370225	01/18/2018	WHOLESALE USE-DEC 2017	\$71,118.89
68027	01/29/2018		BANK OF AMERICA - VISA	\$1,284.09
	Invoice	Date	Description	Amount
	2018-00000898	01/06/2018	12/7/17-1/6/18 CREDIT CARD EXPENSES-AGUIRRE	\$1,284.09
68028	01/29/2018		BANK OF AMERICA - VISA	\$5,302.60
	Invoice	Date	Description	Amount
	2018-00000897	01/06/2018	12/7/17-1/6/18 CREDIT CARD EXPENSES-PHILIPS	\$5,302.60
68029	01/29/2018		FRONTIER	\$993.25
	Invoice	Date	Description	Amount
	2018-00000871	12/16/2017	12/16/17-01/15/18 SVC - GS-208 OLD RANCH RD	\$48.83
	2018-00000872	01/02/2018	01/02-02/01/18 SVC - IH GOLF COURSE FUEL PUMP	\$144.99
	2018-00000873	01/04/2018	01/04-02/03/18 SVC - EM-21858 GARCIA LN-ALARM	\$66.37
	2018-00000874	01/04/2018	01/04-02/03/18 SVC - GS-21620 VALLEY BLVD	\$53.98
	2018-00000875	01/07/2018	01/07-02/06/18 SVC - GS-408 BREA CYN RD	\$36.52
	2018-00000876	01/10/2018	01/10-02/09/18 SVC - EM-21508 BAKER PKWY BLDG	\$51.30
	2018-00000877	01/10/2018	01/10-02/09/18 SVC - GS-21640 VALLEY BLVD	\$51.30
	2018-00000878	01/10/2018	01/10-02/09/18 SVC - EM-21808 GARCIA LN-ALARM	\$66.37
	2018-00000879	01/10/2018	01/10-02/09/18 SVC - 600 BREA CYN RD	\$221.92
	2018-00000880	01/10/2018	01/10-02/09/18 SVC - GS-747 S. ANAHEIM-PUENTE RD	\$149.45
	841 7TH-JAN18	01/10/2018	01/10-02/09/18 SVC - 841 S 7TH	\$102.22
68030	01/29/2018		HUMANA INSURANCE COMPANY	\$5,349.12
	Invoice	Date	Description	Amount
	389690352	01/13/2018	DENTAL PREMIUM FOR FEBRUARY 2018	\$5,349.12
68031	01/29/2018		MUTUAL OF OMAHA	\$6,632.37

**CITY OF INDUSTRY
WELLS FARGO BANK
February 8, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	695733932	02/01/2018	LIFE INSURANCE PREMIUM FOR FEBRUARY 2018	\$6,632.37
68032	01/29/2018		SO CALIFORNIA EDISON COMPANY	\$21,601.55
	Invoice	Date	Description	Amount
	2018-00000881	01/09/2018	12/01/17-01/01/18 SVC - 208 S WADDINGHAM WAY	\$20,908.22
	2018-00000882	01/09/2018	12/06/17-01/05/18 SVC - VARIOUS SITES	\$98.42
	2018-00000883	01/10/2018	12/01/17-01/01/18 SVC - GALE AVE/L ST	\$35.07
	2018-00000884	01/11/2018	11/13/17-01/08/18 SVC - VALLEY BLVD U-VARIOUS	\$440.36
	2018-00000885	01/11/2018	12/11/17-01/10/18 SVC - 575 BALDWIN PARK BLVD U	\$64.78
	2018-00000886	01/12/2018	12/12/17-01/11/18 SVC - 490 7TH U	\$54.70
68033	01/29/2018		SOCALGAS	\$922.88
	Invoice	Date	Description	Amount
	2018-00000887	01/05/2018	11/30/17-01/03/18 SVC - 2700 CHINO HILLS PKWY	\$110.66
	2018-00000888	01/05/2018	11/30/17-01/03/18 SVC - 1 INDUSTRY HILLS PKWY	\$16.77
	2018-00000889	01/08/2018	12/04/17-01/05/18 SVC - 15651 STAFFORD ST	\$279.97
	2018-00000890	01/08/2018	12/04/17-01/05/18 SVC - 15633 RAUSCH RD	\$433.57
	2018-00000891	01/08/2018	12/04/17-01/05/18 SVC - 15625 STAFFORD ST APT A	\$15.78
	2018-00000892	01/09/2018	12/04/17-01/05/18 SVC - 15625 STAFFORD ST APT B	\$15.78
	2018-00000893	01/10/2018	12/01/17-01/01/18 SVC - 1 INDUSTRY HILLS PKWY	\$50.35
68034	01/29/2018		UNUM LIFE INSURANCE COMPANY	\$5,316.40
	Invoice	Date	Description	Amount
	2/1-2/28/18	01/18/2018	LONG TERM CARE PREMIUM FOR FEBRUARY 2018	\$5,316.40
68035	01/29/2018		VERIZON BUSINESS	\$182.32
	Invoice	Date	Description	Amount
	61161395	01/10/2018	12/01-12/31/17 SVC - VARIOUS SITES	\$46.63
	61161396	01/10/2018	12/01-12/31/17 SVC - VARIOUS SITES	\$135.69

**CITY OF INDUSTRY
WELLS FARGO BANK
February 8, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68036	01/29/2018		VERIZON WIRELESS - LA	\$1,410.86
	Invoice	Date	Description	Amount
	9798831913	12/26/2017	11/27-12/26/17 SVC - VARIOUS WIRELESS	\$1,410.86
68037	01/29/2018		WALNUT VALLEY WATER DISTRICT	\$6,679.39
	Invoice	Date	Description	Amount
	2862896	01/09/2018	12/01-12/31/17 SVC - IRR 820 FAIRWAY DR	\$86.89
	2862948	01/09/2018	12/01-12/31/17 SVC - LEMON AVE N OF CURRIER RD	\$82.61
	2862982	01/09/2018	12/01-12/31/17 SVC - BREA CYN RD & OLD RANCH RD	\$34.73
	2862998	01/09/2018	12/01-12/31/17 SVC - FERRERO & GRAND EAST	\$734.98
	2863044	01/09/2018	12/01-12/31/17 SVC - 21350 VALLEY-MEDIAN	\$24.47
	2863045	01/09/2018	12/01-12/31/17 SVC - GRAND CROSSING EAST	\$67.22
	2863046	01/09/2018	12/01-12/31/17 SVC - GRAND CROSSING WEST	\$68.93
	2863047	01/09/2018	12/01-12/31/17 SVC - BAKER PKWY & GRAND N/W	\$1,148.80
	2863054	01/09/2018	12/01-12/31/17 SVC - E/S GRAND S/O BAKER PKWY	\$139.90
	2863060	01/09/2018	12/01-12/31/17 SVC - BREA CYN N OF RR TRKS	\$127.16
	2863061	01/09/2018	12/01-12/31/17 SVC - BREA CYN N OF CURRIER	\$24.56
	2863063	01/09/2018	12/01-12/31/17 SVC - 60 FWY INTERCHANGE	\$19.43
	2863082	01/09/2018	12/01-12/31/17 SVC - END OF BAKER PKWY-TEMP	\$4,014.74
	2863740	01/10/2018	12/01/17-01/02/18 SVC - PUMP STN N/W CHERYL	\$24.47
	2863760	01/10/2018	12/01/17-01/02/18 SVC - PUMP STN BREA CYN	\$22.68
	2863985	01/10/2018	12/01/17-01/02/18 SVC - NOGALES PUMP STN	\$57.82
68038	02/08/2018		ALADS	\$10,000.00
	Invoice	Date	Description	Amount
	BANQUET 4/7/18	01/31/2018	GOLD SPONSORSHIP	\$10,000.00
68039	02/08/2018		ALL AMERICAN ELECTRIC	\$14,521.89
	Invoice	Date	Description	Amount
	5974	01/12/2018	SERVICE CALL-CITY HALL	\$621.81
	5951	12/20/2017	SERVICE CALL-CITY HALL	\$991.19

**CITY OF INDUSTRY
WELLS FARGO BANK
February 8, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	5955	12/26/2017	SERVICE CALL-CITY HALL	\$1,662.13
	5963	01/08/2018	SERVICE CALL-EL ENCANTO	\$2,480.00
	5967	01/09/2018	SERVICE CALL-EL ENCANTO	\$232.50
	5961	01/08/2018	SERVICE CALL-EL ENCANTO	\$1,902.60
	5960	01/08/2018	SERVICE CALL-EL ENCANTO	\$2,494.64
	5962	01/08/2018	SERVICE CALL-EL ENCANTO	\$1,627.71
	5964	01/08/2018	SERVICE CALL-EL ENCANTO	\$1,240.00
	5965	01/08/2018	SERVICE CALL-EL ENCANTO	\$1,269.31
68040	02/08/2018		ARAMARK REFRESHMENT SERVICE,	\$96.36
	Invoice	Date	Description	Amount
	7874891	01/17/2018	COFFEE/OFFICE SUPPLIES	\$96.36
68041	02/08/2018		AVANT-GARDE, INC	\$3,696.25
	Invoice	Date	Description	Amount
	4698	01/19/2018	PROJECT MGMT-AZUSA AVE BRIDGE	\$2,376.25
	4700	01/19/2018	PROJECT MGMGT-CITIWIDE BRIDGES	\$1,320.00
68042	02/08/2018		BLAKE AIR CONDITIONING	\$3,602.03
	Invoice	Date	Description	Amount
	47721	01/10/2018	A/C MAINT-CITY HALL	\$457.60
	47584	01/10/2018	A/C MAINT-CITY HALL	\$3,144.43
68043	02/08/2018		BOUZA LAW FIRM	\$40,000.00
	Invoice	Date	Description	Amount
	784	12/31/2017	LEGAL SVC-DEC 2017	\$40,000.00
68044	02/08/2018		BRYAN PRESS	\$347.34
	Invoice	Date	Description	Amount
	0078697	01/17/2018	COI LETTERHEAD	\$202.29
	0078696	01/17/2018	#10 WINDOW ENVELOPES	\$145.05

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68045	02/08/2018		CAL NET TECHNOLOGY GROUP	\$8,834.00
	Invoice	Date	Description	Amount
	168212	12/31/2017	COMPUTER SOFTWARE	\$8,509.00
	168213	12/31/2017	COMPUTER SOFTWARE	\$325.00
68046	02/08/2018		CARLSON, CALLADINE &	\$34,550.50
	Invoice	Date	Description	Amount
	20004	01/10/2018	LEGAL SVC-DEC 2017	\$34,550.50
68047	02/08/2018		CARTEGRAPH SYSTEMS, INC.	\$30,000.00
	Invoice	Date	Description	Amount
	SIN004132	01/09/2018	GEOGRAPHIC INFORMANTION SYSTEM SOFTWARE	\$30,000.00
68048	02/08/2018		CASC ENGINEERING AND	\$33,411.52
	Invoice	Date	Description	Amount
	0038316	11/30/2017	INITIAL STUDY-16601 E CHESTNUT ST	\$2,444.80
	0038317	11/30/2017	INITIAL STUDY-13031 TEMPLE AVE	\$6,084.32
	38547	12/31/2017	NPDES CONSULTING SVC-COI	\$3,550.00
	0038532	12/31/2017	INITIAL STUDY-13031 TEMPLE AVE	\$9,408.20
	0038522	12/31/2017	INITIAL STUDY-16601 E CHESTNUT ST	\$11,924.20
68049	02/08/2018		CASSO & SPARKS, LLP	\$82,097.98
	Invoice	Date	Description	Amount
	20258	01/16/2018	COI-LEGAL SVC FOR SEP 2017	\$82,097.98
68050	02/08/2018		CATHERINE MARCUCCI	\$236.44
	Invoice	Date	Description	Amount
	01/09/18	01/23/2018	REIMBURSE FOR TRAVEL EXPENSE - 1/9/18	\$119.97
	01/16-01/18/18	01/23/2018	REIMBURSE FOR TRAVEL EXPENSE - 1/16-1/18/18	\$116.47

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68051	02/08/2018		CHEM PRO LABORATORY, INC	\$538.00
	Invoice	Date	Description	Amount
	625780	09/23/2017	WATER TREATMENT-SEP 2017	\$269.00
	629270	12/23/2017	WATER TREATMENT-DEC 2017	\$269.00
68052	02/08/2018		CHEVROLET OF WATSONVILLE	\$35,748.64
	Invoice	Date	Description	Amount
	F03087	01/03/2018	2017 FORD SUPER DUTY F-250	\$35,748.64
68053	02/08/2018		CHEVROLET OF WATSONVILLE	\$40,480.04
	Invoice	Date	Description	Amount
	W5321	12/18/2017	2018 CHEVY SILVERADO 2500	\$40,480.04
68054	02/08/2018		CHEVROLET OF WATSONVILLE	\$40,977.36
	Invoice	Date	Description	Amount
	F04099	01/11/2018	2018 FORD TRANSIT PASSENGER WAGON	\$40,977.36
68055	02/08/2018		CHEVROLET OF WATSONVILLE	\$40,977.36
	Invoice	Date	Description	Amount
	F04103	01/11/2018	2018 FORD TRANSIT PASSENGER WAGON	\$40,977.36
68056	02/08/2018		CINTAS CORPORATION LOC 693	\$108.71
	Invoice	Date	Description	Amount
	693818909	12/22/2017	DOOR MATS	\$35.00
	693824981	01/12/2018	DOOR MATS	\$29.64
	693827002	01/19/2018	DOOR MATS	\$44.07
68057	02/08/2018		CITY OF INDUSTRY	\$1,904.09
	Invoice	Date	Description	Amount
	2018-00000037	12/31/2017	IH FUEL PUMPS-SECURITY VEHICLES	\$952.01
	2018-00000039	12/31/2017	IH FUEL PUMPS-CITY HALL VEHICLES	\$952.08

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WELLS FARGO BANK
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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
68058	02/08/2018	CITY OF INDUSTRY DISPOSAL CO.		\$2,205.90
	Invoice	Date	Description	Amount
	3031006	08/31/2017	DISP SVC-15644 NELSON AVE	\$28.17
	3030999	08/31/2017	DISP SVC-3226 GILMAN RD	\$84.51
	3031027	08/31/2017	DISP SVC-16238 HANDORF RD	\$28.17
	3031028	08/31/2017	DISP SVC-16224 HANDORF RD	\$28.17
	3031022	08/31/2017	DISP SVC-16242 HANDORF RD	\$56.34
	3031017	08/31/2017	DISP SVC-15157 WALBROOK DR	\$28.17
	3031040	08/31/2017	DISP SVC-15236 VALLEY BLVD	\$169.02
	3031035	08/31/2017	DISP SVC-15722 NELSON AVE	\$28.17
	3031026	08/31/2017	DISP SVC-16227 HANDORF RD	\$28.17
	3031030	08/31/2017	DISP SVC-15652 NELSON AVE	\$28.17
	3031004	08/31/2017	DISP SVC-507 TURNBULL CYN RD	\$56.34
	3031015	08/31/2017	DISP SVC-643 GIANO AVE	\$56.34
	3031043	08/31/2017	DISP SVC-16212 TEMPLE AVE	\$84.51
	3031032	08/31/2017	DISP SVC-14063 PROCTOR AVE	\$84.51
	3031003	08/31/2017	DISP SVC-16702 NELSON AVE	\$28.17
	3031016	08/31/2017	DISP SVC-15151 PROCTOR AVE	\$84.51
	3031021	08/31/2017	DISP SVC-16229 HARNDORF RD	\$28.17
	3031024	08/31/2017	DISP SVC-16218 HANDORF RD	\$28.17
	3031001	08/31/2017	DISP SVC-14362 PROCTOR AVE	\$84.51
	3031018	08/31/2017	DISP SVC-16000 HILL ST	\$28.17
	3031007	08/31/2017	DISP SVC-15626 NELSON AVE	\$28.17
	3031009	08/31/2017	DISP SVC-754 S 5TH AVE	\$56.34
	3031023	08/31/2017	DISP SVC-16220 HANDORF RD	\$84.51
	3031010	08/31/2017	DISP SVC-210 S 9TH AVE	\$56.34
	3031000	08/31/2017	DISP SVC-16000 TEMPLE AVE	\$140.85
	3031036	08/31/2017	DISP SVC-17229 CHESTNUT ST	\$84.51
	3031013	08/31/2017	DISP SVC-15634 NELSON AVE	\$28.17
	3031012	08/31/2017	DISP SVC-15736 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				
3031014	08/31/2017		DISP SVC-257 TURNBULL CYN RD	\$42.26
3031002	08/31/2017		DISP SVC-15710 NELSON AVE	\$28.17
3031041	08/31/2017		DISP SVC-16200 TEMPLE AVE	\$84.51
3031029	08/31/2017		DISP SVC-15714 NELSON AVE	\$28.17
3031005	08/31/2017		DISP SVC-15730 NELSON AVE	\$28.17
3031034	08/31/2017		DISP SVC-20137 E WALNUT DR	\$28.17
3031011	08/31/2017		DISP SVC-16020 HILL ST	\$107.23
3031031	08/31/2017		DISP SVC-134 TURNBULL CYN RD	\$28.17
3031025	08/31/2017		DISP SVC-16217 HANDORF RD	\$56.34
3031037	08/31/2017		DISP SVC-130 TURNBULL CYN RD	\$28.17
3031008	08/31/2017		DISP SVC-629 GIANO AVE	\$56.34
3031042	08/31/2017		DISP SVC-14310 PROCTOR AVE	\$84.51
3031038	08/31/2017		DISP SVC-132 TURNBULL CYN RD	\$28.17
68059	02/08/2018		CITY OF INDUSTRY DISPOSAL CO.	\$2,380.37
Invoice	Date		Description	Amount
2512612	05/31/2016		DISP SVC-210 S 9TH AVE	\$56.34
2512622	05/31/2016		DISP SVC-16014 HILL ST	\$28.17
2512633	05/31/2016		DISP SVC-134 TURNBULL CYN RD	\$28.17
2512628	05/31/2016		DISP SVC-16227 HANDORF RD	\$28.17
2512625	05/31/2016		DISP SVC-16220 HANDORF RD	\$84.51
2512605	05/31/2016		DISP SVC-15702 NELSON AVE	\$28.17
2517910	05/31/2016		DISP SVC-14310 PROCTOR AVE	\$84.51
2517909	05/31/2016		DISP SVC-22036 VALLEY BLVD	\$84.51
2512638	05/31/2016		DISP SVC-130 TURNBULL CYN RD	\$28.17
2512606	05/31/2016		DISP SVC-507 TURNBULL CYN RD	\$56.34
2512616	05/31/2016		DISP SVC-257 TURNBULL CYN RD	\$42.26
2512609	05/31/2016		DISP SVC-15626 NELSON AVE	\$28.17
2512608	05/31/2016		DISP SVC-15644 NELSON AVE	\$28.17
2517908	05/31/2016		DISP SVC-3226 GILMAN RD	\$84.51
2512639	05/31/2016		DISP SVC-132 TURNBULL CYN RD	\$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			
2512623	05/31/2016	DISP SVC-16229 HARNDORF RD	\$28.17
2512617	05/31/2016	DISP SVC-643 GIANO AVE	\$56.34
2512637	05/31/2016	DISP SVC-17229 CHESTNUT ST	\$84.51
2512635	05/31/2016	DISP SVC-20137 E WALNUT DR	\$28.17
2512627	05/31/2016	DISP SVC-16217 HANDORF RD	\$56.34
2512610	05/31/2016	DISP SVC-629 GIANO AVE	\$56.34
2512613	05/31/2016	DISP SVC-16020 HILL ST	\$84.51
2512619	05/31/2016	DISP SVC-15157 WALBROOK DR	\$28.17
2512621	05/31/2016	DISP SVC-16010 HILL ST	\$56.34
2512602	05/31/2016	DISP SVC-16000 TEMPLE AVE	\$225.36
2512615	05/31/2016	DISP SVC-15634 NELSON AVE	\$28.17
2512636	05/31/2016	DISP SVC-15722 NELSON AVE	\$28.17
2512626	05/31/2016	DISP SVC-16218 HANDORF RD	\$28.17
2512607	05/31/2016	DISP SVC-15730 NELSON AVE	\$28.17
2512634	05/31/2016	DISP SVC-14063 PROCTOR AVE	\$84.51
2512642	05/31/2016	DISP SVC-16200 TEMPLE AVE	\$84.51
2512631	05/31/2016	DISP SVC-15714 NELSON AVE	\$28.17
2512640	05/31/2016	DISP SVC-138 TURNBULL CYN RD	\$28.17
2512618	05/31/2016	DISP SVC-15151 PROCTOR AVE	\$84.51
2512611	05/31/2016	DISP SVC-754 S 5TH AVE	\$56.34
2512604	05/31/2016	DISP SVC-15710 NELSON AVE	\$28.17
2512624	05/31/2016	DISP SVC-16242 HANDORF RD	\$56.34
2512614	05/31/2016	DISP SVC-15736 NELSON AVE	\$28.17
2512620	05/31/2016	DISP SVC-16000 HILL ST	\$28.17
2512641	05/31/2016	DISP SVC-15236 VALLEY BLVD	\$169.02
2512630	05/31/2016	DISP SVC-16224 HANDORF RD	\$28.17
2512629	05/31/2016	DISP SVC-16238 HANDORF RD	\$28.17
2512632	05/31/2016	DISP SVC-15652 NELSON AVE	\$28.17
2512603	05/31/2016	DISP SVC-14362 PROCTOR AVE	\$84.51
68060	02/08/2018	CITY OF INDUSTRY DISPOSAL CO.	\$2,276.14

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date	Payee Name	Check Amount
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CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
3123330	11/30/2018	DISP SVC-15236 VALLEY BLVD	\$169.02
3123329	11/30/2018	DISP SVC-138 TURNBULL CYN RD	\$28.17
3123320	11/30/2018	DISP SVC-15652 NELSON AVE	\$28.17
3123319	11/30/2018	DISP SVC-15714 NELSON AVE	\$28.17
3123317	11/30/2018	DISP SVC-16238 HANDORF RD	\$28.17
3123314	11/30/2018	DISP SVC-16218 HANDORF RD	\$28.17
3123313	11/30/2018	DISP SVC-16220 HANDORF RD	\$84.51
3123298	11/30/2018	DISP SVC-629 GIANO AVE	\$56.34
3123294	11/30/2018	DISP SVC-507 TURNBULL CYN RD	\$56.34
3123332	11/30/2018	DISP SVC-14310 PROCTOR AVE	\$84.51
3123296	11/30/2018	DISP SVC-15644 NELSON AVE	\$28.17
3123304	11/30/2018	DISP SVC-257 TURNBULL CYN RD	\$42.26
3123328	11/30/2018	DISP SVC-132 TURNBULL CYN RD	\$28.17
3123325	11/30/2018	DISP SVC-15722 NELSON AVE	\$28.17
3123322	11/30/2018	DISP SVC-14063 PROCTOR AVE	\$84.51
3123327	11/30/2018	DISP SVC-130 TURNBULL CYN RD	\$28.17
3123289	11/30/2018	DISP SVC-3226 GILMAN RD	\$84.51
3123331	11/30/2018	DISP SVC-16200 TEMPLE AVE	\$84.51
3123299	11/30/2018	DISP SVC-754 S 5TH AVE	\$56.34
3123324	11/30/2018	DISP SVC-20137 E WALNUT DR	\$28.17
3123301	11/30/2018	DISP SVC-16020 HILL ST	\$28.17
3123291	11/30/2018	DISP SVC-14362 PROCTOR AVE	\$84.51
3123318	11/30/2018	DISP SVC-16224 HANDORF RD	\$28.17
3123321	11/30/2018	DISP SVC-134 TURNBULL CYN RD	\$28.17
3123308	11/30/2018	DISP SVC-16000 HILL ST	\$28.17
3123293	11/30/2018	DISP SVC-15702 NELSON AVE	\$28.17
3123311	11/30/2018	DISP SVC-16229 HARNDORF RD	\$28.17
3123316	11/30/2018	DISP SVC-16227 HANDORF RD	\$28.17
3123333	11/30/2018	DISP SVC-16212 TEMPLE AVE	\$84.51
3123315	11/30/2018	DISP SVC-16217 HANDORF RD	\$56.34

**CITY OF INDUSTRY
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	3123305	11/30/2018	DISP SVC-643 GIANO AVE	\$56.34
	3123306	11/30/2018	DISP SVC-15151 PROCTOR AVE	\$84.51
	3123326	11/30/2018	DISP SVC-17229 CHESTNUT ST	\$84.51
	3123310	11/30/2018	DISP SVC-16014 HILL ST	\$28.17
	3123323	11/30/2018	DISP SVC-22036 VALLEY BLVD	\$36.62
	3123295	11/30/2018	DISP SVC-15730 NELSON AVE	\$28.17
	3123312	11/30/2018	DISP SVC-16242 HANDORF RD	\$56.34
	3123309	11/30/2018	DISP SVC-16010 HILL ST	\$56.34
	3123307	11/30/2018	DISP SVC-15157 WALBROOK DR	\$28.17
	3123303	11/30/2018	DISP SVC-15634 NELSON AVE	\$28.17
	3123292	11/30/2018	DISP SVC-15710 NELSON AVE	\$28.17
	3123297	11/30/2018	DISP SVC-15626 NELSON AVE	\$28.17
	3123302	11/30/2018	DISP SVC-15736 NELSON AVE	\$28.17
	3123300	11/30/2018	DISP SVC-210 S 9TH AVE	\$56.34
	3123290	11/30/2018	DISP SVC-16000 TEMPLE AVE	\$140.85
68061	02/08/2018		CITY OF INDUSTRY-PAYROLL ACCT	\$150,000.00
	Invoice	Date	Description	Amount
	P/R PE 1/26/18	01/23/2018	REIMBURSE FOR PAYROLL PE 1/26/18	\$150,000.00
68062	02/08/2018		CNC ENGINEERING	\$19,406.88
	Invoice	Date	Description	Amount
	456512	01/25/2018	TRES HERMANOS GENERAL ENG AND	\$517.41
	456510	01/25/2018	VARIOUS ASSIGNMENTS-SA TO THE IUDA	\$10,202.67
	456503	01/25/2018	GENERAL ENGINEERING SVC	\$690.45
	456504	01/25/2018	NPDES-STORM WATER	\$831.45
	456505	01/25/2018	AJAX AVE STORM DRAIN	\$668.29
	456496	01/11/2018	VALLEY BLVD PROJECT	\$1,496.61
	022018	02/01/2018	MEALS/WHEELS RENT-FEB 2018	\$5,000.00
68063	02/08/2018		CORDOBA CORPORATION	\$577,234.28

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	217619	01/16/2018	UTILITY ADMINISTRATION-DEC 2017	\$109,561.25
	217635	01/16/2018	COI STORMWATER CAPTURE PROJ	\$112,881.16
	217611	01/11/2018	REAL ESTATE ADVISORY-DEC 2017	\$45,000.00
	217641	01/18/2018	ENGINEERING STAFF-IND HILLS, EXPO CENTER, EL	\$309,791.87
68064	02/08/2018		COUNTY OF LA DEPT OF PUBLIC	\$36,668.55
	Invoice	Date	Description	Amount
	PW-18010804379	01/08/2018	TRAFFIC SIGNAL MAINT	\$2,558.38
	PW-18010804163	01/08/2018	PUMP HOUSE MAINT	\$3,501.86
	PW-18010804161	01/08/2018	STREET MAINT/INSPECTION	\$1,024.73
	PW-17121103603	12/11/2017	REPAIR OF MANHOLE LIDS	\$231.10
	PW-18010804172	01/08/2018	TRAFFIC SIGNING	\$753.88
	PW-18010804132	01/08/2018	FAIRWAY GRADE SEPARATION	\$3,346.06
	PW-18010804156	01/08/2018	LITTER/DEBRIS REMOVAL	\$1,027.88
	PW-18010804157	01/08/2018	EMERGENCY CALL-ROAD SERVICE	\$614.16
	PW-18010804378	01/08/2018	TRAFFIC SIGNAL MAINT	\$10,782.52
	PW-18010804159	01/08/2018	STORM DRAIN MAINT	\$6,644.38
	PW-18010804160	01/08/2018	PAVEMENT PATCHING	\$6,183.60
68065	02/08/2018		DAPEER, ROSENBLIT, AND LITVAK,	\$6,603.95
	Invoice	Date	Description	Amount
	14073	12/31/2017	SPECIALIZED LEGAL SVC	\$2,642.15
	14072	12/31/2017	SPECIALIZED LEGAL SVC	\$704.00
	14071	12/31/2017	LEGAL SVC-CODE ENFORCEMENT	\$3,257.80
68066	02/08/2018		DEPT OF ANIMAL CARE & CONTROL	\$3,425.80
	Invoice	Date	Description	Amount
	01/15/18	01/15/2018	SHELTER COST-DEC 2017	\$3,425.80
68067	02/08/2018		DEPT OF TRANSPORTATION	\$4,203,988.27

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	18003110	11/01/2017	COOP 5033-GRAND AVE OFF-RAMP 57/60	\$1,787,945.75
	18005523	01/22/2018	COOP 5033-GRAND AVE OFF-RAMP 57/60	\$2,296,934.87
	18005511	01/19/2018	COOP 4959-WBSR60 GRAND AVE ON-RAMP	\$119,107.65
68068	02/08/2018		DEPT OF TRANSPORTATION	\$3,200.30
	Invoice	Date	Description	Amount
	LS180480	01/09/2018	MAINT SIGNALS AND LIGHTS OCT-DEC 2017	\$3,200.30
68069	02/08/2018		EASYLINK SERVICES	\$68.50
	Invoice	Date	Description	Amount
	07634191801	01/02/2018	FAX SVC-DEC 2017	\$68.50
68070	02/08/2018		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount
	6981	01/15/2018	PUENTE HILLS AUTO DISPLAY	\$1,763.00
68071	02/08/2018		ELEVATE PUBLIC AFFAIRS, LLC	\$21,000.00
	Invoice	Date	Description	Amount
	1149	01/15/2018	MEDIA CONSULTING-DEC 2017	\$15,000.00
	1150	01/15/2018	IMC STRATEGIC CONSULTING-DEC 2017	\$6,000.00
68072	02/08/2018		FEDERAL EXPRESS CORP.	\$388.56
	Invoice	Date	Description	Amount
	6-053-73219	01/12/2018	MESENTER SVC	\$388.56
68073	02/08/2018		GARCIA'S FENCE CORP	\$4,942.00
	Invoice	Date	Description	Amount
	11813	01/17/2018	INSTALL FENCE-1123 HATCHER	\$1,690.00
	11812	01/17/2018	INSTALL FENCE-1123 HATCHER	\$3,252.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68074	02/08/2018		GREATER LOS ANGELES AREA	\$2,470.74
	Invoice	Date	Description	Amount
	05035	12/31/2017	TONNER CYN WATER CHARGES-DEC 2017	\$2,470.74
68075	02/08/2018		GRUEN ASSOCIATES	\$1,200.00
	Invoice	Date	Description	Amount
	8328-01	01/18/2018	INDUSTRY HILLS FLARE PLATFORM REPAIR	\$1,200.00
68076	02/08/2018		HISTORICAL RESOURCES, INC.	\$41,859.23
	Invoice	Date	Description	Amount
	01/25/18	01/25/2018	AGRMT REIMBURSEMENT FOR JAN 2018	\$40,084.96
	01/24/18	01/24/2018	AGRMT REIMBURSEMENT FOR F&M CREDIT CARD	\$1,774.27
68077	02/08/2018		HISTORICAL RESOURCES, INC.	\$325.00
	Invoice	Date	Description	Amount
	1063	01/25/2018	INVENTORY OF ARTIFACTS OWNED BY HSSC	\$325.00
68078	02/08/2018		HOME DEPOT CREDIT SERVICE	\$605.57
	Invoice	Date	Description	Amount
	6310911	01/02/2018	MISC SUPPLIES-CITY HALL	\$112.68
	2364049	01/16/2018	DISHWASHER-HOMESTEAD	\$492.89
68079	02/08/2018		INDUSTRY MANUFACTURERS	\$56,211.12
	Invoice	Date	Description	Amount
	DECEMBER 2017	01/22/2018	EXPENSE REIMBURSEMENT-DEC 2017	\$56,211.12
68080	02/08/2018		INDUSTRY SECURITY SERVICES	\$34,324.23
	Invoice	Date	Description	Amount
	14-22030	01/19/2018	SECURITY SVC-TRES HERMANOS	\$2,355.44
	14-21999	01/12/2018	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-22002	01/12/2018	SECURITY SVC 1/5-1/11/18	\$14,563.71

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	14-22022	01/19/2018	SECURITY SVC 1/12-1/18/18	\$15,217.96
68081	02/08/2018		JAS PACIFIC	\$24,600.00
	Invoice	Date	Description	Amount
	BI 12799	01/05/2018	DEVELOPMENT SVC SUPPORT-DEC 2017	\$24,600.00
68082	02/08/2018		JEFF PARRIOTT PHOTOGRAPHIC	\$2,387.50
	Invoice	Date	Description	Amount
	00537	01/18/2018	PROF SVC-HOMESTEAD	\$2,387.50
68083	02/08/2018		KALICO OFFICE FURNITURE, LLC	\$8,190.58
	Invoice	Date	Description	Amount
	6395	12/23/2017	OFFICE FURNITURE	\$7,519.53
	6421	01/18/2018	OFFICE FURNITURE	\$671.05
68084	02/08/2018		KLINE'S PLUMBING, INC.	\$6,787.75
	Invoice	Date	Description	Amount
	10586	01/10/2018	EMERGENCY REPAIR-IPUC BLDG	\$440.00
	10588	01/12/2018	EMERGENCY REPAIR-HOMESTEAD	\$240.00
	10602	01/19/2018	EMERGENCY REPAIR-205 HUDSON AVE	\$975.75
	10601	01/19/2018	EMERGENCY REPAIR-205 HUDSON AVE	\$350.00
	10610-01	01/25/2018	DEPOSIT FOR REPAIR ON PUMP #2-MAYO/GRAND	\$4,782.00
68085	02/08/2018		L A COUNTY SHERIFF'S	\$58,670.48
	Invoice	Date	Description	Amount
	182317CY	01/18/2018	SPECIAL EVENT-DIRECTED PATROL	\$58,670.48
68086	02/08/2018		LA PUENTE CAR WASH & QUICK	\$2,824.00
	Invoice	Date	Description	Amount
	1004	01/22/2018	CAR WASH AND SERVICE-VARIOUS VEHICLES	\$2,824.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 8, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68087	02/08/2018		LA PUENTE VALLEY COUNTY	\$285.58
	Invoice	Date	Description	Amount
	BS;01/18	01/19/2018	WATER MONITORING-BOY SCOUTS RESERVOIR	\$285.58
68088	02/08/2018		LEAGUE OF CALIFORNIA CITIES	\$76.00
	Invoice	Date	Description	Amount
	178942	01/02/2018	MEMBERSHIP DUES 2018	\$76.00
68089	02/08/2018		LOCKS PLUS	\$165.00
	Invoice	Date	Description	Amount
	24088	12/12/2017	PADLOCK FOR CITY HALLL	\$35.00
	24106	01/21/2017	RE-KEY GATE-HOMESTEAD	\$130.00
68090	02/08/2018		MR PLANT & INTERIOR BOTANICAL	\$720.00
	Invoice	Date	Description	Amount
	FEB 8125	02/01/2018	PLANT MAINT-FEB 2018	\$192.00
	FEB 8126	02/01/2018	PLANT MAINT-FEB 2018	\$528.00
68091	02/08/2018		MUNI-ENVIRONMENTAL, LLC	\$27,213.00
	Invoice	Date	Description	Amount
	18-002	01/19/2018	COMMERCIAL WASTE PROGRAM	\$27,213.00
68092	02/08/2018		MYERS & SONS HI-WAY SAFETY,	\$1,749.47
	Invoice	Date	Description	Amount
	68929	01/11/2018	STREET SIGNS	\$1,749.47
68093	02/08/2018		OLMOS PROFESSIONAL SERVICES	\$8,782.00
	Invoice	Date	Description	Amount
	302	01/31/2018	JANITORIAL SVC-IPUC	\$1,815.00
	304	01/31/2018	JANITORIAL SVC-IMC	\$1,467.00
	303	01/31/2018	JANITORIAL SVC-CITY HALL	\$5,500.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 8, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68094	02/08/2018		PARS	\$700.00
	Invoice	Date	Description	Amount
	39309	01/12/2018	REP FEES ADJUSTMENT FOR OCT 2017-PLAN T3	\$100.00
	39261	01/10/2018	ARS FEES-PLAN T3-ARS17A	\$300.00
	39321	01/16/2018	REP FEES-PLAN T3-REP16A	\$300.00
68095	02/08/2018		POLICY CONFLUENCE, INC DBA	\$2,000.00
	Invoice	Date	Description	Amount
	1053	01/12/2018	ANNUAL SERVICE AND LICENSE	\$2,000.00
68096	02/08/2018		POST ALARM SYSTEMS	\$286.90
	Invoice	Date	Description	Amount
	1035515	01/05/2018	MONITORING SVC-HOMESTEAD	\$286.90
68097	02/08/2018		RICOH USA, INC.	\$1,823.12
	Invoice	Date	Description	Amount
	23993308	01/12/2018	COPIER LEASE-CORDOBA	\$252.66
	23993307	01/12/2018	COPIER LEASE-FINANCE	\$289.36
	5051999924	01/11/2018	METER READING-HR COPIER	\$56.11
	5051958646	01/09/2018	METER READING-CORDOBA COPIER	\$152.93
	5051927971	01/07/2018	METER READING-VARIOUS COPIERS	\$1,072.06
68098	02/08/2018		RICOH USA, INC.	\$2,934.70
	Invoice	Date	Description	Amount
	57744780	01/13/2018	COPIER LEASE-HR	\$283.94
	57613645	01/06/2018	COPIER LEASE-JAN 2018	\$2,650.76
68099	02/08/2018		SAGE ENVIRONMENTAL GROUP	\$23,829.00
	Invoice	Date	Description	Amount
	632	12/26/2017	IBC CHANNEL PRE-STORM SEASON MAINT	\$23,829.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 8, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68100	02/08/2018		SAN GABRIEL VALLEY	\$71,657.58
	Invoice	Date	Description	Amount
	CI01192018	01/19/2018	LANDSCAPE & MAINT SVC	\$28,238.85
	CI0232018	01/23/2018	LANDSCAPE & MAINT SVC	\$43,418.73
68101	02/08/2018		SAN GABRIEL VALLEY NEWSPAPER	\$584.08
	Invoice	Date	Description	Amount
	0011052545	12/14/2017	NOTICE OF AVAILABILITY & INTENT-DEV PLAN 17-13	\$584.08
68102	02/08/2018		SCERRA, JENNIFER	\$92.23
	Invoice	Date	Description	Amount
	01/24/18	01/24/2018	REIMBURSE FOR MILEAGE & SUPPLIES-	\$92.23
68103	02/08/2018		SCHWEITZER ENGINEERING	\$6,241.50
	Invoice	Date	Description	Amount
	INV-000237457	01/08/2018	ETHERNET SECURITY GATEWAY	\$6,241.50
68104	02/08/2018		SHERWIN-WILLIAMS	\$48.38
	Invoice	Date	Description	Amount
	7286-4	01/18/2018	SUPPLIES FOR FIRE HYDRANTS-TONNER CYN	\$48.38
68105	02/08/2018		SO CAL INDUSTRIES	\$375.08
	Invoice	Date	Description	Amount
	308993	01/10/2018	RR RENTAL-TONNER CYN/57FWY	\$280.16
	308092	01/05/2018	RR RENTAL-TONNER CYN/GRAND AVE	\$94.92
68106	02/08/2018		SOUTH COAST A.Q.M.D.	\$1,640.58
	Invoice	Date	Description	Amount
	3217847	01/02/2018	FLAT FEE EMISSIONS-INDUSTRY HILLS	\$127.46
	3215006	01/02/2018	ICE EM FLOOD CONTROL-INDUSTRY HILLS	\$1,513.12

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68107	02/08/2018		SPARKLETTS	\$146.73
	Invoice	Date	Description	Amount
	16916898 011918	01/19/2018	WATER/DISPENSER-CITY HALL	\$146.73
68108	02/08/2018		SPITZZERI, PAUL	\$179.03
	Invoice	Date	Description	Amount
	01/24/18	01/24/2018	REIMBURSE FOR MILEAGE-HOMESTEAD	\$179.03
68109	02/08/2018		SQUARE ROOT GOLF &	\$200.00
	Invoice	Date	Description	Amount
	1310H	10/18/2017	REPAIR DAMAGED LIGHTPOST-HOMESTEAD	\$200.00
68110	02/08/2018		SST CONSTRUCTION, LLC	\$680.25
	Invoice	Date	Description	Amount
	31739	12/22/2017	PREVENTIVE MAINT-METRO SOLAR	\$680.25
68111	02/08/2018		STAPLES BUSINESS ADVANTAGE	\$1,524.82
	Invoice	Date	Description	Amount
	8048274928	01/13/2018	OFFICE SUPPLIES	\$1,524.82
68112	02/08/2018		STOTZ EQUIPMENT	\$2,999.58
	Invoice	Date	Description	Amount
	W16839	01/12/2018	REPAIR OF TRACTOR	\$2,607.79
	W16959	12/27/2017	REPAIR OF TRACTOR	\$391.79
68113	02/08/2018		SUCHOT TISUTHIWONGSE	\$232.24
	Invoice	Date	Description	Amount
	01/19/18	01/19/2018	REIMBURSE FOR EQUIPMENT AND HARDWARE	\$232.24
68114	02/08/2018		SYNCHRONY BANK/AMAZON	\$376.71

**CITY OF INDUSTRY
WELLS FARGO BANK
February 8, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	S2SQC630	01/09/2018	MISC OFFICE AND IT SUPPLIES	\$376.71
68115	02/08/2018		THE MORROW LAW FIRM	\$5,000.00
	Invoice	Date	Description	Amount
	DECEMBER 2017	01/03/2018	CITY CLERK SVC-DEC 2017	\$5,000.00
68116	02/08/2018		THOMSON REUTERS - WEST	\$8,002.26
	Invoice	Date	Description	Amount
	837550350	01/04/2018	CA CODE BOOKS	\$8,002.26
68117	02/08/2018		TPX COMMUNICATIONS	\$6,721.57
	Invoice	Date	Description	Amount
	98921797-0	12/31/2017	INTERNET SVC-CITY/METRO/IPUC	\$6,721.57
68118	02/08/2018		TRADEWAY GLASS CO.	\$623.48
	Invoice	Date	Description	Amount
	3080	01/03/2018	GLASS REPAIRS-CITY HALL	\$623.48
68119	02/08/2018		TREV GET FIT	\$900.00
	Invoice	Date	Description	Amount
	6	01/31/2018	CONSULTANT FOR CITY'S WELLNESS CENTER	\$900.00
68120	02/08/2018		TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount
	10000043	01/04/2018	MAINT SVC-METRO SOLAR	\$1,726.67
68121	02/08/2018		TYLER TECHNOLOGIES, INC.	\$6,832.15
	Invoice	Date	Description	Amount
	045-212320	01/18/2018	IMPLEMENTATION SVC-HR & PAYROLL MODULES	\$6,832.15

**CITY OF INDUSTRY
WELLS FARGO BANK
February 8, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68122	02/08/2018		UNION PACIFIC RAILROAD	\$890.85
	Invoice	Date	Description	Amount
	90076577	01/10/2018	PLAN REVIEW-AZUSA AVE BRIDGE PAINTING	\$890.85
68123	02/08/2018		WALNUT VALLEY WATER DISTRICT	\$400.00
	Invoice	Date	Description	Amount
	ARINV0481	01/18/2018	ANNUAL RENT-COMMUNION SITE FOR 2018	\$400.00
68124	02/08/2018		WEATHERITE SERVICE	\$1,733.51
	Invoice	Date	Description	Amount
	L175287	01/11/2018	FUEL CHARGE-IMC	\$736.51
	I175198	01/10/2018	A/C MAINT-15660 STAFFORD/15559 RAUSCH RD	\$400.00
	L175162	01/05/2018	A/C MAINT-IMC	\$164.00
	L175246	01/10/2018	A/C MAINT-IMC	\$433.00
68125	02/08/2018		WEGER, KRISTEN	\$246.97
	Invoice	Date	Description	Amount
	WINTER 2018-B	01/16/2018	REIMBURSEMENT FOR BOOKS-WINTER 2018	\$219.03
	01/29/18	01/29/2018	REIMBURSEMENT FOR PARKING-WINTER 2018	\$27.94
68126	02/08/2018		WINDSTREAM	\$827.99
	Invoice	Date	Description	Amount
	69649659	01/10/2018	CITY HALL PHONE SVC-JAN 2018	\$827.99

Checks	Status	Count	Transaction Amount
	Total	101	\$6,016,379.94

CITY COUNCIL

ITEM NO. 5.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council
FROM: Paul J. Philips, City Manager *Paul J. Philips*
DATE: February 8, 2018
SUBJECT: Authorization to recruit for the position of Ethics Advisor thru Planet Bids.

Authorization is requested to begin the recruitment for the consultant position of Ethics Advisor. The consultant position of Ethics Advisor should include the following duties:

1. Ongoing review, advice and written analysis regarding the 2016 California State Controller Report;
2. Review and comment about administrative reforms, internal organizational changes, proposed programs, review and analysis of budgeting and financial projections;
3. Providing guidance and counsel regarding on going internal and external challenges;
4. Provide review and advice about the city's post-redevelopment (e.g. Successor Agency, Industry Public Utilities Commission) challenges and opportunities;
5. Provide review and advice regarding community challenges, opportunities and long term visioning.

IT IS RECOMMENDED that the City Council authorize the above outlined recruitment.


CITY COUNCIL

ITEM NO. 5.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council
FROM: Paul J. Philips, City Manager 
DATE: February 8, 2018
SUBJECT: Consideration of the Appointment of an Acting City Clerk

Currently, the City is without an incumbent in the position of City Clerk. In the recent past, the City Manager has served as Acting City Clerk pending City Council direction to fill the position permanently.

Pursuant to Section 500 of the City's Charter, the City Clerk is appointed by, and serves at the pleasure of, the City Council. The Clerk's primary duties include attendance at meetings, maintaining the books and records of the City, administering oaths and affirmations, and other duties as assigned. In accordance with the provisions of Government Code Section 40813, the City Clerk may appoint deputies, who may fulfill the duties of the City Clerk.

IT IS RECOMMENDED that the City Council appoint the City Manager as the Acting City Clerk, or provide staff with other direction.

CITY COUNCIL

ITEM NO. 5.4

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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CALL TO ORDER

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

FLAG SALUTE

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

ROLL CALL

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

STAFF PRESENT: Paul J. Philips, City Manager; James M. Casso, City Attorney; Cecelia Dunlap, Deputy City Clerk; Alex Gonzalez, Director of Development Services and Administration; Troy Helling, Senior Planner; and Clem Calvillo, City Engineer.

PUBLIC COMMENTS

Ms. Carol Hamilton, representing the Antelope Valley Kennel Club and the San Gabriel Valley Kennel Club, introduced herself to the City Council and re-invited the City Council to attend and present trophies at the Dog Show, at the Expo Center, on November 5th and 6th, and also invited the City Council and their families to attend the dinner on Saturday night.

PRESENTATION TO LIEUTENANT JOHN GANNON OF THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Mayor Radecki presented a plaque to Lieutenant John Gannon of the Los Angeles County Sheriff's Department, and thanked him for his years of service at the Industry Sheriff's Station.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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CONSENT CALENDAR

Mayor Pro Tem Moss recused herself from check number 64346 for item 1 (Register of Demands) because she had a potential or actual financial conflict of interest in that she is employed by CNC Engineering.

Council Member Ruggles recused himself from check number 64395 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER HABER THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH MAYOR PRO TEM MOSS RECUSING FROM CHECK NUMBERS 64346 ON ITEM 1 (REGISTER OF DEMANDS), AND WITH COUNCIL MEMBER RUGGLES RECUSING FROM CHECK NUMBER 64395 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

1. CONSIDERATION OF REGISTER OF DEMANDS

APPROVED THE REGISTER OF DEMANDS AND AUTHORIZED THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS.

2. CONSIDERATION OF THE MINUTES OF THE JANUARY 25, 2016 SPECIAL MEETING

APPROVED AS SUBMITTED.

PUBLIC HEARING TO RESCIND RESOLUTION NO. CC 2015-09, AND UPDATE THE MANDATORY WATER CONSERVATION MEASURES FOR THE CITY OF INDUSTRY WATERWORKS SYSTEM

Mayor Radecki opened the public hearing.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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Mayor Radecki inquired if anyone wished to be heard on the matter. There were no comments.

Mayor Radecki closed the public hearing.

CONSIDERATION OF RESOLUTION NO. CC 2016-48 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY RESCINDING RESOLUTION NO. CC 2015-09, ADOPTING UPDATED WATER CONSERVATION MEASURES TO COMPLY WITH THE STATE WATER RESOURCES CONTROL BOARD’S WATER CONSERVATION REQUIREMENTS, AND NOTICE OF EXEMPTION REGARDING SAME

Mr. Greg Galindo, General Manager of the La Puente Valley Water District, presented a report to the City Council, and responded to questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER HABER TO ADOPT RESOLUTION NO. CC 2016-48. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF A RIGHT-OF-WAY AGREEMENT BETWEEN THE CITY OF INDUSTRY AND LEVEL-3 COMMUNICATIONS TO LOCATE CERTAIN FACILITIES IN CITY RIGHT-OF-WAYS

City Engineer Calvillo provided a staff report to the City Council and responded to questions.

Deputy City Engineer Nelson provided additional information.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE RIGHT-OF-WAY AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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ABSTAIN: COUNCIL MEMBERS: NONE

DISCUSSION AND DIRECTION REGARDING AN ADDITIONAL SPONSORSHIP REQUEST FROM THE GABRIEL FOUNDATION FOR THE 2016 INDUSTRY HILLS CHARITY PRO RODEO

City Manager Philips presented a staff report to the City Council and responded to questions.

Mr. Larry Hartmann, Chairman of the Industry Hills Pro Charity Rodeo, provided additional information about the sponsorships, and responded to questions.

MOTION BY MAYOR RADECKI, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE REQUEST FOR AN ADDITIONAL \$55,000.00 SPONSORSHIP. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF RESOLUTION NO. CC 2016-49 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING AND DIRECTING THE SALE OF NOT TO EXCEED \$36,000,000 AGGREGATE PRINCIPAL AMOUNT OF CITY OF INDUSTRY SENIOR SALES TAX REVENUE REFUNDING BONDS, SERIES 2016 (TAXABLE), APPROVING FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, INDENTURE, CONTINUING DISCLOSURE AGREEMENT, A PRELIMINARY OFFICIAL STATEMENT, OFFICIAL STATEMENT; AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH

Mr. Eric Scriven, Financial Advisor with NHA Advisors, LLC, provided an update regarding the refunding of the 2010 Sales Tax Revenue Bonds and responded to questions.

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY COUNCIL MEMBER CRUZ TO ADOPT RESOLUTION NO. CC 2016-49. MOTION 5-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: CRUZ, HABER, RUGGLES, MOSS, RADECKI
NOES: COUNCIL MEMBERS: NONE

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE

CONSIDERATION OF RESOLUTION NO. CC 2016-50 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, REQUESTING THAT THE LOCAL AGENCY FORMATION COMMISSION OF THE COUNTY OF LOS ANGELES APPROVE THE WITHDRAWAL OF THE CITY’S ANNEXATION APPLICATION FOR THE RIGHT OF WAY LOCATED ON THE SOUTH SIDE OF VALLEY BOULEVARD BETWEEN MORNINGSIDE DRIVE AND 460 FEET EAST OF FAURE AVENUE

Mayor Radecki stated that this item would be continued to the next City Council Meeting.

CONSIDERATION OF RESOLUTION NO. CC 2016-51 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ, TO ADOPT RESOLUTION NO. CC 2016-51. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

PRESENTATION AND DISCUSSION ON THE EXPO CENTER MASTER PLAN

Deputy City Engineer Nelson presented a video of the proposed Expo Center Master Plan and provided a staff report on the capital budget.

City Manager Philips stated it would be essential to have a comprehensive financial study prepared for this project.

Mayor Radecki stated that a lot of information was provided, and asked for more time to review the information and for this item be continued to a future City Council Meeting.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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DISCUSSION AND DIRECTION ON THE CONCEPTUAL HOUSING DEVELOPMENT ON FAURE AVENUE

Director of Development Services and Administration Gonzalez provided a staff report to the City Council and responded to questions.

Discussion was held regarding the procurement process, application process, the amount of houses to be built, the cost and the timing of the project.

MOTION BY MAYOR RADECKI, AND SECOND BY COUNCIL MEMBER CRUZ TO MOVE FORWARD WITH THE PROJECT. MOTION 5-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL COMMITTEE REPORTS

There were none.

AB1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

CLOSED SESSION

11.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8

Property:	17201-17301 Gale Avenue, City of Industry
City Negotiators:	Paul J. Philips, City Manager and James M. Casso, City Attorney
Negotiating Parties:	City of Industry, Successor Agency to the Industry Urban-Development Agency, and R.Y. Properties, Inc.

CITY COUNCIL REGULAR MEETING MINUTES
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Under Negotiation: Price and Terms of Payment

11.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8

Property: 15130 Nelson Avenue, City of Industry
City Negotiators: Paul J. Philips, City Manager and
James M. Casso, City Attorney
Negotiating Parties: City of Industry and Art Weiss Industrial Properties
Under Negotiation: Price and Terms of Payment

11.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8

Property: 1123-1136 Hatcher Avenue, City of Industry
City Negotiators: Paul J. Philips, City Manager and
James M. Casso, City Attorney
Negotiating Parties: City of Industry and Art Weiss Industrial Properties
Under Negotiation: Price and Terms of Payment

There were no public comments on the Closed Session items.

Mayor Radecki recessed the meeting into Closed Session at 10:04 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 11:16 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 11.1, 11.2, and 11.3, the City Council provided direction to the City Negotiators, no final action was taken, and nothing further to report.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:28 a.m.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JULY 28, 2016
PAGE 8

MARK D. RADECKI
MAYOR

DIANE M. SCHLICHTING
CHIEF DEPUTY CITY CLERK

CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council
FROM: Paul J. Philips, City Manager *Paul J. Philips*
DATE: February 8, 2018
SUBJECT: Term of Office Ending on February 11, 2018

There are three Board Members on the Industry Property and Housing Management Authority. Board Member Saul Jauregui's term of office will end on February 11, 2018. This position is appointed by the City Council.

A recent recruitment, with a deadline of February 2, 2018, at 12:00 p.m., resulted in the receipt of two applications that were submitted by:

Ms. Raheleh Gorginfar - Application attached

Mr. Saul Jauregui - Application attached

IT IS RECOMMENDED that the City Council take action to fill the vacant seat and/or provide additional direction to staff.



CITY OF INDUSTRY

RECEIVED

JAN 12 2018

CITY CLERK
CITY OF INDUSTRY

CITY OF INDUSTRY

APPLICATION FOR CITY COMMISSION OR AUTHORITY

To: The Honorable Mayor and Members of the City Council

Please accept this correspondence as my formal interest in serving on the
City of Industry IPHMA

I very much appreciate your consideration.

Sincerely,

SAUL JAUREGUI

Print your name

Address

Phone Number

Email Address

Signature

Date

Raheleh Gorginfar


February 1, 2018

Honorable Mayor and Members of the City Council
City of Industry
15625 E. Stafford Street
City of Industry, CA 91744

Dear Honorable Mayor and Members of the City Council,

Attached for your consideration is my resume to serve on the City of Industry Property and Housing Management Authority. As a member of the surrounding community it would be an honor to be a part of an organization in which I can offer my education and work experience. My goal would be to assist in the development of new policies and procedures that would guide the City's current housing program and future development. I would offer independent judgment free from biases and make ethical decisions that would serve the City, its community members, and business owners. My education and work experience with government agencies and privately held family business has provided me with the skills and competency to perform the functions of this position. I look forward to the opportunity and thank you in advance for your time and consideration.

Sincerely,



Raheleh Gorginfar

Raheleh Gorginfar

EDUCATION

California State Polytechnic University, Pomona, CA.
Master of Urban and Regional Planning, 2010

University of California, Irvine, CA.
B.A., Environmental Analysis and Design, 2004

State of California
Bureau of Real Estate
Real Estate Salesperson License # 01987448

WORK EXPERIENCE

G&S Carpet Mills, Inc.
Business & Project Management

June 2013 – Present

Responsible for oversight of business operations and administration, oversight and project coordination of multi-year contracts with government agencies such as Caltrans which included state owned residential rental housing. Functions include:

- Procurement of government/public works contracts.
- Contract execution, obtaining certificates of insurance and bonding.
- Project oversight from contract commencement, construction implementation, and contract close out which includes compliance with prevailing wage rates and certified payrolls.
- Project coordination relating to request for proposals, material selection and ordering, vendor coordination relating to product delivery required for project implementation, installation work phase plans, employee scheduling and management.
- Management of day to day operations and business activities which includes account payables and receivables, human resources, and compliance with State and Federal regulations for public works contractor.

Division of Aeronautics, Office of Aviation Planning
Aviation Land Use Planner/Associate Transportation Planner

Responsible for oversight and technical assistance to Airport Land Use Commissions (ALUCs), reviewing of draft Airport Land Use Compatibility Plans (ALUCPs), reviewing site proposals near airports, and administering State grants for ALUCP projects. Functions included:

- Acting as a liaison to ALUCs by providing technical assistance and training to ALUC staff, airport managers, and the general public.
- Administering the State Acquisition and Development grants for ALUCP projects. Facilitating the grant application process from contract preparation to close-out.

Division of Transportation Planning - Office of Community Planning Local Development
Intergovernmental Review Branch
HQ Statewide Coordinator/Transportation Planner

Responsible for participating in the development, review, analysis, and implementation of policies, directives, project review coordination, and best practices with regard to the Local Development - Intergovernmental Review (LD-IGR) Program. Functions included:

- Providing statewide program direction and guidance to district LD-IGR coordinators and headquarters staff. Assisting districts and management on project specific development proposals. Reviewing and responding to proposed legislation impacting the Department. Guiding and informing districts on adoption of new legislation that impact the LD-IGR program.
- Coordinating the review of environmental documents for development projects and programs impacting multiple districts (i.e. reviewing draft EIR for High Speed Rail). Compiling district comments and preparing comment letters. Coordinating all correspondence among districts and the lead agency.

Division of Transportation Planning - Office of Community Planning Local Development
Intergovernmental Review Branch
Transportation Planner

Responsible for conducting review of complex land development proposals and actions, and identifying transportation facility and service improvements needed for existing and planned developments. Review of California Environmental Quality Act (CEQA) documents and its applicability to various projects. Functions included:

- Reviewing CEQA documents (i.e. Mitigated Negative Declaration/Environmental Impact Report) and associated traffic studies. Recommending measures that avoid or adequately mitigate impacts associated with proposed development.

- Reviewing land development plans. Identification and evaluation of potential adverse impacts to the transportation system associated with proposed development.
- Preparing correspondence and coordinating/attending meetings with local planning agencies, developers and their consultants. Providing information based on CEQA mitigation requirements and Department regulations. Reviewing Encroachment Permit submittals to determine consistency with IGR/CEQA mitigation requirements. Inter/Intra-agency coordination guiding the applicant through the development process.

RealCom Associates, LLC, Irvine, CA
Site Development Specialist

November 2010 - October 2011

Responsible for the site selection, leasing activities and information facilitation required for wireless sites in assigned search rings issued by the client. Acted as the primary point of contact starting with the landlord, from client introduction to start of construction. Responsible for the initiation and completion of the entitlement process, including the analysis of city ordinances, applicable environmental regulations, and coordination of site development activities.

City of Rancho Cucamonga, CA
Planning Department, Planning Aide

November 2007 - December 2008

Responsible for Census 2010 address verification, assisting the front counter with general planning questions, (i.e. zoning, allowable uses, setback requirements). Completing assignments such as Plan Checks, Non-Construction Conditional Use Permits, Minor Development Reviews, Tree Removal Permits, Home Occupation Permits, and Sign Permits.

City of Rancho Palos Verdes, CA
Planning Intern

September 2003 – December 2003

Worked closely with City Planner conducting research on neighborhood characteristics, and compatibility analysis.

CITY COUNCIL

ITEM NO. 6.2

Mark Christoffels will be providing a Power Point Presentation at the meeting.

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

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 *CP*
Roberto Ramirez, Contract City Engineer, Cordoba Corporation
Kristen Weger, Management Analyst III

DATE: February 8, 2018

SUBJECT: Consideration of a Professional Services Agreement with ES Engineering Services, LLC for On-Call Geotechnical Engineering Services, in an amount not to exceed \$150,000.00 from February 8, 2018 to December 8, 2019

Background:

On September 8, 2016, the City released a Request for Qualifications ("RFQ") for an Engineering Services Bench. The Engineering Services bench would allow the City to pre-qualify a number of firms, for 15 different category of services, which can later be contacted to submit proposals as projects arise. A minimum of three firms were selected for each category. The 15 categories included: Staff Augmentation; Civil Engineering; Structural Engineering; Project Management/Construction Management; Geotechnical Engineering; Survey and Right of Way Engineering; Traffic and Transportation Engineering; Contract and Funding Administration; Permit Inspections; Potable Water; Recycled Water and Stormwater Design; Electrical Engineering; Internet and Data Utility Design; Landfill Management Design; ADA and CASp Support; and Environmental Engineering.

The RFQ was posted in the City's PlanetBids™ vendor portal and an email notification was sent out to all registered vendors. The RFQ was advertised on September 8, 2016 and September 15, 2016 in the San Gabriel Valley Tribune. It was also posted on BidAmerica, Southern California Builders Association, Dodge Data & Analytics and Construction BidBoard, Inc. on September 7, 2016.

Discussion:

The Statement of Qualifications ("SOQ") Qualifications were received up until October 12, 2016 at 1:00 p.m. The RFQ was viewed by 75 prospective bidders and the City received SOQ's from 38 vendors wherein the contractors identified which bench category they would like to be considered. The SOQ's for the Geotechnical Engineering Bench were reviewed by a committee. The top ranked firms were then selected for the Geotechnical Engineering Bench as pre-qualified contractors which consist of AESCO, Inc., ES

Engineering Services, LLC, Geo-Advantec, Inc., Kleinfelder, Inc., and Ninyo & Moore Geotechnical & Environmental Sciences Consultants. As geotechnical projects become available, City staff will request proposals from the firms on the bench on a project by project basis.

The following table represents the Geotechnical Engineering Services Bench:

AESCO, Inc.
ES Engineering Services, LLC
Geo Advantec, Inc.
Kleinfelder, Inc.
Ninyo & Moore Geotechnical & Environmental Services Consultants

Fiscal Impact:

Appropriate \$150,000.00 from the General Fund for the contract.

Recommendation:

- 1) Staff recommends that the City Council approve the Professional Services Agreement with ES Engineering Services, LLC for on-call geotechnical engineering services; and
- 2) Appropriate \$150,000.00 from the General Fund for the contract.

Exhibit:

- A. Professional Services Agreement with ES Engineering Services, LLC, dated February 8, 2018
- B. Statement of Qualifications Received from ES Engineering Services, LLC [on file in City of Industry City Clerk's Office]

PJP/AG/RR/KW:af

EXHIBIT A

Professional Services Agreement with ES Engineering Services, LLC, dated February
8, 2018

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of February 8, 2018, (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and ES Engineering Services, LLC, a Delaware Limited Liability Company (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 8, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

To Consultant:

ES Engineering Services, LLC
3880 W. Lemon Street, Suite 300
Riverside, CA 92501
Attention: Dean Stanphill, PE, GE,
Senior Manager

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 an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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

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”
ES Engineering Services, LLC

By: _____
Paul J. Philips, City Manager

By: 
Dean Stanphill, P.E., G.E.,
Senior Manager

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

For any project requested by the City, the Consultant may provide all aspects of geotechnical engineering services, which includes, but is not limited to:

- Oversight and verification for geomembrane installation
- Static slope stability (surficial, circular and block failure)
- Seismic slope stability and deformation analysis
- Fault studies, including fault mapping and trenching (including date of sediments)
- Liquefaction analysis, including reviewing the potential for lateral spreading
- Seismically induced settlement
- Review and determine site seismic design parameters
- Provide estimates of ground motions
- Geologic mapping
- Geologic resource evaluation
- Landslide identification and mitigation
- Landslide failure analysis
- Retaining wall design and analysis
- Deep and shallow foundation design and analysis
- Settlement evaluations
- Soil shrinkage estimates (cut-to-fill)
- Expansive soil identification and mitigation
- Collapsible soil identification and mitigation
- Drainage considerations
- Grading and compacted fill placement
- Dynamic compaction

- Grouting
- Stone columns
- Corrosivity
- Applicability of lime and cement treatment
- Soil stabilization techniques
- Pavement design (including use of geogrids and geofabrics)
- Soldier piles and sheet piling
- Constructability reviews
- Percolation test data and infiltration analysis
- Geotechnical forensic engineering
- Construction management

EXHIBIT B
RATE SCHEDULE

Hourly Rates

Senior Manager	\$ 187.00
Principal	\$ 160.00
Senior Licensed Professional.....	\$ 150.00
Project Engineer or Geologist	\$ 135.00
Construction Manager	\$ 135.00
Staff Professional.....	\$ 110.00
Assistant Professional	\$ 90.00
Senior Technician	\$ 90.00
Technician	\$ 80.00
Project Coordinator.....	\$ 75.00
Draftsperson	\$ 75.00
Clerical	\$ 60.00

Daily Equipment Rental Rates

Field Instrumentation (PID or equivalent).....	\$ 110.00
LEL Meter	\$ 55.00
GEM 50000	\$ 150.00
Flow Meter	\$ 22.00
Multiparameter Water Quality Meter	\$ 121.00
Dissolved Oxygen Meter	\$ 39.00
ORP Meter.....	\$ 33.00
pH/Conductivity Meter	\$ 28.00
Turbidity Meter	\$ 22.00
Oil/Water Interface Probe	\$ 55.00
Water Level Indicator.....	\$ 28.00
Blower or Vacuum Unit.....	\$ 110.00
Powered Liquid Pump	\$ 83.00
Power Generator	\$ 61.00
Truck Use	\$ 75.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

Statement of Qualifications Received from ES Engineering Services, LLC

[On File in City of Industry City Clerk's Office]

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

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 *02*
Roberto Ramirez, Contract City Engineer, Cordoba Corporation
Kristen Weger, Management Analyst III

DATE: February 8, 2018

SUBJECT: Consideration of a Professional Services Agreement with Kleinfelder, Inc. for On-Call Geotechnical Engineering Services, in an amount not to exceed \$150,000.00 from February 8, 2018 to December 8, 2019

Background:

On September 8, 2016, the City released a Request for Qualifications ("RFQ") for an Engineering Services Bench. The Engineering Services bench would allow the City to pre-qualify a number of firms, for 15 different category of services, which can later be contacted to submit proposals as projects arise. A minimum of three firms were selected for each category. The 15 categories included: Staff Augmentation; Civil Engineering; Structural Engineering; Project Management/Construction Management; Geotechnical Engineering; Survey and Right of Way Engineering; Traffic and Transportation Engineering; Contract and Funding Administration; Permit Inspections; Potable Water; Recycled Water and Stormwater Design; Electrical Engineering; Internet and Data Utility Design; Landfill Management Design; ADA and CASp Support; and Environmental Engineering.

The RFQ was posted in the City's PlanetBids™ vendor portal and an email notification was sent out to all registered vendors. The RFQ was advertised on September 8, 2016 and September 15, 2016 in the San Gabriel Valley Tribune. It was also posted on BidAmerica, Southern California Builders Association, Dodge Data & Analytics and Construction BidBoard, Inc. on September 7, 2016.

Discussion:

The Statement of Qualifications ("SOQ") Qualifications were received up until October 12, 2016 at 1:00 p.m. The RFQ was viewed by 75 prospective bidders and the City received SOQ's from 38 vendors wherein the contractors identified which bench category they would like to be considered. The SOQ's for the Geotechnical Engineering Bench were reviewed by a committee. The top ranked firms were then selected for the Geotechnical

Engineering Bench as pre-qualified contractors which consist of AESCO, Inc., ES Engineering Services, LLC, Geo-Advantec, Inc., Kleinfelder, Inc., and Ninyo & Moore Geotechnical & Environmental Sciences Consultants. As geotechnical projects become available, City staff will request proposals from the firms on the bench on a project by project basis.

The following table represents the Geotechnical Engineering Services Bench:

AESCO, Inc.
ES Engineering Services, LLC
Geo Advantec, Inc.
Kleinfelder, Inc.
Ninyo & Moore Geotechnical & Environmental Services Consultants

Fiscal Impact:

Appropriate \$150,000.00 from the General Fund for the contract.

Recommendation:

- 1) Staff recommends that the City Council approve the Professional Services Agreement with Kleinfelder, Inc. for on-call geotechnical engineering services; and
- 2) Appropriate \$150,000.00 from the General Fund from the contract.

Exhibit:

- A. Professional Services Agreement with Kleinfelder, Inc., dated February 8, 2018
- B. Statement of Qualifications Received from Kleinfelder, Inc. [On File in City of Industry City Clerk's Office]

PJP/AG/RR/KW:af

EXHIBIT A

Professional Services Agreement with Kleinfelder, Inc., dated February 8, 2018

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as February 8, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Kleinfelder, Inc., a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 8, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

To Consultant: Kleinfelder, Inc.
2280 Market Street, Suite 300
Riverside, CA 92501
Attention: Pamela D. Massa, Principal-in-Charge

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

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

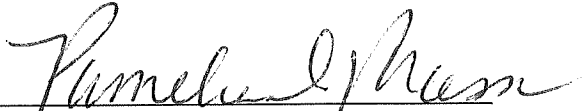
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

“CITY”
City of Industry

“CONSULTANT”
Kleinfelder, Inc.

By: _____
Paul J. Philips, City Manager

By: 
Pamela D. Massa,
Principal-in-Charge

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

For any project requested by the City, this Consultant may provide all aspects of geotechnical engineering services, which includes, but is not limited to:

- Site Investigation
- Dam/Reservoir Design
- Earthquake Engineering
- Levee Design
- Seepage Analysis
- Excavation Stability
- Seismicity
- Geology
- Dam/Reservoir Safety
- Earth Slopes & Embankments
- Surface Water Issues
- Fault Studies
- Geophysics
- Engineering Geology
- Foundation Engineering
- Retaining & Buried Structures
- Groundwater Issues
- Hydrogeology
- Soil/Ground Improvement
- Pavement Engineering

EXHIBIT B
RATE SCHEDULE

PROFESSIONAL STAFF RATES*

Professional	\$	115/ hour
Staff Professional I	\$	130/ hour
Staff Professional II	\$	140/ hour
Project Professional	\$	160/ hour
Senior Professional	\$	175/ hour
Principal Professional	\$	190/ hour
Senior Principal Professional.....	\$	215/ hour
Project Manager	\$	175/ hour
Senior Project Manager.....	\$	215/ hour
Designer/Drafter	\$	110/ hour
Senior Designer/Drafter.....	\$	125/ hour
Project Controls Professional	\$	125/ hour

TECHNICAL STAFF RATES

Technician – Prevailing Wage*.....	\$	116/ hour
Technician – Non-Prevailing Wage	\$	88/ hour

ADMINISTRATIVE STAFF RATES

Administrator	\$	80/ hour
Project Administrator	\$	110/ hour

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

Statement of Qualifications Received from Kleinfelder, Inc.

[On File in City of Industry City Clerk's Office]

CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

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
Kay Taheri, Portfolio Manager, Cordoba Corporation

DATE: February 8, 2018

SUBJECT: Consideration of Award of Agreement No. DS-18-023-B, Industry Trails Lighting Improvements, to Aldridge Electric, Inc. in the amount of \$613,795.10

Background:

The City Council approved the release of the Expo Center construction projects on November 30, 2017. On December 20, 2017 the City posted the Industry Trails Lighting Improvements project for bidding. This project was bid to procure a contractor to provide the installation of the new LED lighting and conduits on the existing pilasters along the Industry Trails.

The bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 231 vendors. The bid was viewed by 48 prospective bidders. The appropriate trade journals were notified on December 21, 2018. The bid was advertised on December 25, 2018 and January 1, 2018 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until January 10, 2018 at 1:00 p.m. in the City's Planetbids™ vendor portal.

Discussion:

The bid process closed on January 23, 2018. Fourteen (14) bids were received from the following entities: Aldridge Electric, Inc.; Elecnor Belco Electric, Inc.; First Electric Systems, Inc.; Minako America; PTM General Engineering Services, Inc.; KASA Construction, Inc.; High-Light Electric, Inc.; Econolite Systems; California Professional Engineering, Inc.; J. Kim Electric, Inc.; Electrical Services Plus, Inc.; KDC, Inc. dba Dynaelectric; Eco Energy Solutions, Inc. dba High Volt Electric; and Comet Electric, Inc. The review of bids has found that Aldridge Electric, Inc., has submitted the lowest responsive bid. Below is a table of all bidders and their prices, showing that Aldridge Electric, Inc. is the lowest bidder.

The following table represents a summary of the bids received:

Bidder	Bid
Aldridge Electric, Inc.	\$613,795.10
Elecnor Belco Electric, Inc.	\$625,570.00
First Electric Systems, Inc.	\$666,531.00
Minako America	\$861,169.50
PTM General Engineering Services, Inc.	\$878,078.00
KASA Construction, Inc.	\$887,403.25
High-Light Electric, Inc.	\$908,888.00
Econolite Systems	\$921,065.53
California Professional Engineering, Inc.	\$933,089.00
J Kim Electric, Inc.	\$951,256.00
Electrical Services Plus, Inc.	\$980,765.35
KDC, Inc. Dynaelectric	\$1,040,069.50
Eco Electric Solutions, Inc. High Volt Electric	\$1,054,134.83
Comet Electric, Inc.	\$1,139,932.00

The engineer's estimate for this project was \$1,100,000.00. This price consisted of \$908,608 construction cost plus 15% contingency for a total of \$1,045,000, rounded up to \$1,100,000. The bid price from Aldridge Electric Inc. was \$613,795.10. 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 \$736,554.12

The following table represents a project summary:

Aldridge Electric, Inc. Base Bid	\$613,795.10
Contingency Allowance (10%)	\$61,379.51
Contract Administration/Inspection (10%)	\$61,379.51
Total Sources:	\$736,554.12

Fiscal Impact:

Appropriate \$613,795.10 from the 2015 Sales Tax Bond Proceeds to the City Capital Improvements – Facility Improvements – Construction Costs (Account No. 120-711-5130.)

Recommendation:

- 1) City staff recommends that the City Council consider the results of the Industry Trails Lighting bid and award the bid to Aldridge Electric Inc.; and
- 2) Appropriate \$613,795.10 from the 2015 Sales Tax Bond Proceeds to the City Capital Improvements – Facility Improvements – Construction Costs

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

PJP/AG/RR/KT:ev

EXHIBIT A

Bid Results

[Attached]

Bid Results for Project Industry Trails Lighting Improvements
 Project No. CIP-IH-18-011-B
 Issued on 12/20/2017
 Bid Due on January 23, 2018 10:00 AM (Pacific)

Line Totals (Unit Price * Quantity)

Item Num	Description	Unit of Measure	Quantity	Aldridge Electric, Inc. - Unit Price	Aldridge Electric, Inc. - Line Total	Elecnor Belco Electric, Inc. - Unit Price	Elecnor Belco Electric, Inc. - Line Total	First Electric Systems Inc. - Unit Price	First Electric Systems Inc. - Line Total	Minako America Corporation - Unit Price	Minako America Corporation - Line Total	PTM General Engineering Services, Inc. - Unit Price	PTM General Engineering Services, Inc. - Line Total	KASA Construction, Inc. - Unit Price	KASA Construction, Inc. - Line Total	High Light Electric Inc - Unit Price	High Light Electric Inc - Line Total
1	Mobilization	LS	1	\$2,000.00	\$2,000.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$37,000.00	\$37,000.00	\$25,000.00	\$25,000.00	\$44,370.00	\$44,370.00	\$40,000.00	\$40,000.00
2	Construction Traffic Control Install 1" Galvanized Rigid Steel	LS	1	\$11,826.10	\$11,826.10	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$15,275.00	\$15,275.00	\$12,000.00	\$12,000.00	\$30,750.00	\$30,750.00
3	Conduit Install 2" Galvanized Rigid Steel	LF	1690	\$35.70	\$60,333.00	\$32.00	\$54,080.00	\$10.00	\$16,900.00	\$15.00	\$25,350.00	\$62.00	\$104,780.00	\$76.00	\$128,440.00	\$25.00	\$42,250.00
4	Conduit	LF	9563	\$18.00	\$172,134.00	\$22.00	\$210,386.00	\$15.00	\$143,445.00	\$40.00	\$382,520.00	\$32.00	\$306,016.00	\$28.00	\$267,764.00	\$30.00	\$286,890.00
5	Install 2" PVC Schedule 80 Conduit	LF	1780	\$4.60	\$8,188.00	\$4.00	\$7,120.00	\$5.00	\$8,900.00	\$10.00	\$17,800.00	\$12.00	\$21,360.00	\$15.00	\$26,700.00	\$4.00	\$7,120.00
6	Install 3" PVC Schedule 80 Conduit	LF	200	\$9.00	\$1,800.00	\$12.00	\$2,400.00	\$5.00	\$1,000.00	\$20.00	\$4,000.00	\$14.00	\$2,800.00	\$20.00	\$4,000.00	\$5.00	\$1,000.00
7	Install #5 Pull Box	EA	20	\$1,050.30	\$21,006.00	\$350.00	\$7,000.00	\$400.00	\$8,000.00	\$500.00	\$10,000.00	\$450.00	\$9,000.00	\$900.00	\$18,000.00	\$330.00	\$6,600.00
8	Install #5(T) Pull Box	EA	6	\$1,819.90	\$10,919.40	\$894.00	\$5,364.00	\$600.00	\$3,600.00	\$750.00	\$4,500.00	\$1,100.00	\$6,600.00	\$1,130.00	\$6,780.00	\$1,000.00	\$6,000.00
9	Install #6 Pull Box Type III-CF Service Cabinet	EA	3	\$1,339.80	\$4,019.40	\$470.00	\$1,410.00	\$500.00	\$1,500.00	\$800.00	\$2,400.00	\$600.00	\$1,800.00	\$950.00	\$2,850.00	\$450.00	\$1,350.00
10	Enclosure	EA	2	\$4,315.90	\$8,631.80	\$3,956.00	\$7,912.00	\$10,000.00	\$20,000.00	\$10,000.00	\$20,000.00	\$6,500.00	\$13,000.00	\$12,800.00	\$25,600.00	\$8,000.00	\$16,000.00
11	Trenching (Parkway)	LF	1396	\$6.60	\$9,213.60	\$12.00	\$16,752.00	\$35.00	\$48,860.00	\$70.00	\$97,720.00	\$32.00	\$44,672.00	\$10.00	\$13,960.00	\$12.00	\$16,752.00
12	Trenching (Roadway)	LF	374	\$44.60	\$16,680.40	\$42.00	\$15,708.00	\$50.00	\$18,700.00	\$150.00	\$56,100.00	\$40.00	\$14,960.00	\$50.00	\$18,700.00	\$80.00	\$29,920.00
13	Slurry Backfill	CY	72	\$188.40	\$13,564.80	\$135.00	\$9,720.00	\$80.00	\$5,760.00	\$200.00	\$14,400.00	\$100.00	\$7,200.00	\$175.00	\$12,600.00	\$100.00	\$7,200.00
14	Luminaire Type III LED 24W	EA	123	\$829.90	\$102,077.70	\$800.00	\$98,400.00	\$1,000.00	\$123,000.00	\$600.00	\$73,800.00	\$770.00	\$94,710.00	\$780.00	\$95,940.00	\$1,400.00	\$172,200.00
15	Luminaire Type IV LED 49W	EA	46	\$829.90	\$38,175.40	\$800.00	\$36,800.00	\$1,500.00	\$69,000.00	\$800.00	\$36,800.00	\$884.00	\$40,664.00	\$800.00	\$36,800.00	\$1,450.00	\$66,700.00
16	#4 AWG Wire	LF	21422	\$1.70	\$36,417.40	\$2.00	\$42,844.00	\$3.00	\$64,266.00	\$1.00	\$21,422.00	\$2.00	\$42,844.00	\$2.75	\$58,910.50	\$2.00	\$42,844.00
17	#6 AWG Wire	LF	29060	\$1.50	\$43,590.00	\$1.30	\$37,778.00	\$2.00	\$58,120.00	\$0.75	\$21,795.00	\$1.70	\$49,402.00	\$2.00	\$58,120.00	\$1.70	\$49,402.00
18	#8 AWG Wire	LF	11725	\$1.40	\$16,415.00	\$1.20	\$14,070.00	\$2.00	\$23,450.00	\$0.50	\$5,862.50	\$1.40	\$16,415.00	\$1.75	\$20,518.75	\$1.60	\$18,760.00
19	6"x6"x4" Junction Box (WP)	EA	175	\$154.50	\$27,037.50	\$90.00	\$15,750.00	\$150.00	\$26,250.00	\$100.00	\$17,500.00	\$340.00	\$59,500.00	\$150.00	\$26,250.00	\$250.00	\$43,750.00
20	Asphalt Concrete	TON	26	\$375.60	\$9,765.60	\$426.00	\$11,076.00	\$30.00	\$780.00	\$200.00	\$5,200.00	\$80.00	\$2,080.00	\$350.00	\$9,100.00	\$900.00	\$23,400.00
				Subtotal	\$613,795.10		\$625,570.00		\$666,531.00		\$861,169.50		\$878,078.00		\$887,403.25		\$908,888.00
				Total	\$613,795.10		\$625,570.00		\$666,531.00		\$861,169.50		\$878,078.00		\$887,403.25		\$908,888.00

Bid Results for Project Industry Trails Lighting Improvements
 Project No. CIP-IH-18-011-B
 Issued on 12/20/2017
 Bid Due on January 23, 2018 10:00 AM (Pacific)

Line Totals (Unit Price * Quantity)

Item Num	Description	Unit of Measure	Quantity	Econolitte Systems - Unit Price	Econolitte Systems - Line Total	California Professional Engineering, Inc. - Unit Price	California Professional Engineering, Inc. - Line Total	J. Kim Electric, Inc. - Unit Price	J. Kim Electric, Inc. - Line Total	Electrical Service Plus, Inc. - Unit Price	Electrical Service Plus, Inc. - Line Total	KDC Inc., dba Dynalectric - Unit Price	KDC Inc., dba Dynalectric - Line Total	Eco Energy Solutions, Inc. - Unit Price	Eco Energy Solutions, Inc. - Line Total	Comet Electric, Inc. - Unit Price	Comet Electric, Inc. - Line Total
1	Mobilization	LS	1	\$19,297.48	\$19,297.48	\$5,000.00	\$5,000.00	\$42,925.00	\$42,925.00	\$35,000.00	\$35,000.00	\$51,945.00	\$51,945.00	\$57,538.84	\$57,538.84	\$25,000.80	\$25,000.80
2	Construction Traffic Control Install 1" Galvanized Rigid Steel	LS	1	\$9,697.28	\$9,697.28	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$6,250.00	\$6,250.00	\$12,236.00	\$12,236.00	\$33,249.98	\$33,249.98	\$15,000.00	\$15,000.00
3	Conduit Install 2" Galvanized Rigid Steel	LF	1690	\$38.99	\$65,893.10	\$35.00	\$59,150.00	\$21.00	\$35,490.00	\$16.00	\$27,040.00	\$40.25	\$68,022.50	\$36.44	\$61,583.60	\$40.00	\$67,600.00
4	Conduit	LF	9563	\$29.34	\$280,578.42	\$40.00	\$382,520.00	\$32.00	\$306,016.00	\$53.00	\$506,839.00	\$39.95	\$382,041.85	\$57.79	\$552,645.77	\$52.00	\$497,276.00
5	Install 2" PVC Schedule 80 Conduit	LF	1780	\$5.80	\$10,324.00	\$30.00	\$53,400.00	\$12.00	\$21,360.00	\$29.00	\$51,620.00	\$19.25	\$34,265.00	\$15.82	\$28,159.60	\$10.00	\$17,800.00
6	Install 3" PVC Schedule 80 Conduit	LF	200	\$26.82	\$5,364.00	\$35.00	\$7,000.00	\$12.50	\$2,500.00	\$40.00	\$8,000.00	\$98.00	\$19,600.00	\$20.11	\$4,022.00	\$36.00	\$7,200.00
7	Install #5 Pull Box	EA	20	\$2,264.31	\$45,286.20	\$500.00	\$10,000.00	\$480.00	\$9,600.00	\$390.00	\$7,800.00	\$235.00	\$4,700.00	\$1,246.62	\$24,932.40	\$1,119.00	\$22,380.00
8	Install #5(T) Pull Box	EA	6	\$2,474.21	\$14,845.26	\$600.00	\$3,600.00	\$980.00	\$5,880.00	\$625.00	\$3,750.00	\$1,315.00	\$7,890.00	\$1,320.17	\$7,921.02	\$2,236.00	\$13,416.00
9	Install #6 Pull Box Type III-CF Service Cabinet	EA	3	\$2,831.01	\$8,493.03	\$650.00	\$1,950.00	\$560.00	\$1,680.00	\$475.00	\$1,425.00	\$320.00	\$960.00	\$1,379.92	\$4,139.76	\$1,049.00	\$3,147.00
10	Enclosure	EA	2	\$12,365.38	\$24,730.76	\$6,500.00	\$13,000.00	\$6,800.00	\$13,600.00	\$9,375.00	\$18,750.00	\$2,987.00	\$5,974.00	\$4,404.60	\$8,809.20	\$5,760.00	\$11,520.00
11	Trenching (Parkway)	LF	1396	\$54.78	\$76,472.88	\$30.00	\$41,880.00	\$20.00	\$27,920.00	\$14.00	\$19,544.00	\$5.00	\$6,980.00	\$9.15	\$12,773.40	\$24.00	\$33,504.00
12	Trenching (Roadway)	LF	374	\$50.38	\$18,842.12	\$40.00	\$14,960.00	\$30.00	\$11,220.00	\$20.00	\$7,480.00	\$33.00	\$12,342.00	\$17.07	\$6,384.18	\$109.00	\$40,766.00
13	Slurry Backfill	CY	72	\$260.60	\$18,763.20	\$40.00	\$2,880.00	\$250.00	\$18,000.00	\$187.50	\$13,500.00	\$450.00	\$32,400.00	\$408.52	\$29,413.44	\$195.00	\$14,040.00
14	Luminaire Type III LED 24W	EA	123	\$695.90	\$85,595.70	\$795.00	\$97,785.00	\$970.00	\$119,310.00	\$835.00	\$102,705.00	\$710.00	\$87,330.00	\$676.85	\$83,252.55	\$1,140.00	\$140,220.00
15	Luminaire Type IV LED 49W	EA	46	\$679.48	\$31,256.08	\$900.00	\$41,400.00	\$1,030.00	\$47,380.00	\$790.00	\$36,340.00	\$820.00	\$37,720.00	\$676.85	\$31,135.10	\$1,268.00	\$58,328.00
16	#4 AWG Wire	LF	21422	\$2.71	\$58,053.62	\$3.00	\$64,266.00	\$5.00	\$107,110.00	\$2.30	\$49,270.60	\$1.95	\$41,772.90	\$1.19	\$25,492.18	\$2.60	\$55,697.20
17	#6 AWG Wire	LF	29060	\$1.94	\$56,376.40	\$2.80	\$81,368.00	\$4.00	\$116,240.00	\$1.80	\$52,308.00	\$1.55	\$45,043.00	\$0.91	\$26,444.60	\$1.95	\$56,667.00
18	#8 AWG Wire	LF	11725	\$3.72	\$43,617.00	\$2.00	\$23,450.00	\$3.00	\$35,175.00	\$1.75	\$20,518.75	\$1.25	\$14,656.25	\$1.08	\$12,663.00	\$1.40	\$16,415.00
19	6"x6"x4" Junction Box (WP)	EA	175	\$141.88	\$24,829.00	\$50.00	\$8,750.00	\$100.00	\$17,500.00	\$35.00	\$6,125.00	\$525.00	\$91,875.00	\$157.11	\$27,494.25	\$87.00	\$15,225.00
20	Asphalt Concrete	TON	26	\$875.00	\$22,750.00	\$605.00	\$15,730.00	\$225.00	\$5,850.00	\$250.00	\$6,500.00	\$3,166.00	\$8,231.60	\$618.46	\$16,079.96	\$1,105.00	\$28,730.00
					\$921,065.53		\$933,089.00		\$951,256.00		\$980,765.35		\$1,040,069.50		\$1,054,134.83		\$1,139,932.00
					\$921,065.53		\$933,089.00		\$951,256.00		\$980,765.35		\$1,040,069.50		\$1,054,134.83		\$1,139,932.00

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. BID SCHEDULE PAGES C-5 & C-6 ARE REQUIRED TO BE SUBMITTED AS A PDF UPLOAD VIA PLANETBIDS PER CHECKLIST ON PAGE B-7.

CITY OF INDUSTRY
 PROJECT NO. CIP-IH-18-011-B

INDUSTRY TRAILS LIGHTING IMPROVEMENTS

AGREEMENT NO. DS-18-023-B

BIDDER: Aldridge Electric, 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.	Construction Traffic Control	1	LS		
3.	Install 1" Galvanized Rigid Steel Conduit	1,690	LF		
4.	Install 2" Galvanized Rigid Steel Conduit	9,563	LF		
5.	Install 2" PVC Schedule 80 Conduit	1,780	LF		
6.	Install 3" PVC Schedule 80 Conduit	200	LF		
7.	Install #5 Pull Box	20	EA		
8.	Install #5(T) Pull Box	6	EA		
9.	Install #6 Pull Box	3	EA		
10.	Type III-CF Service Cabinet Enclosure	2	EA		
11.	Trenching (Parkway)	1,396	LF		
12.	Trenching (Roadway)	374	LF		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
13.	Slurry Backfill	72	CY		
14.	Luminaire Type III LED 24W	123	EA		
15.	Luminaire Type IV LED 49W	46	EA		
16.	#4 AWG Wire	21,422	LF		
17.	#6 AWG Wire	29,060	LF		
18.	#8 AWG Wire	11,725	LF		
19.	6"X6"X4" Junction Box (WP)	175	EA		
20.	Asphalt Concrete	26	TON		
				GRAND TOTAL	

I hereby certify that on January 18, 2018, Todd Simmons
(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:


Aldridge Electric, Inc.


 CONTRACTOR NAME
 ggiovannetti@aldridgegroup.com

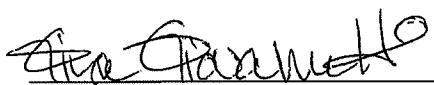
 EMAIL ADDRESS
 1000009777

 DIR #

Thomas G. McLinden

 PRINT NAME


 SIGNATURE




 Notary Public
 1/23/18

 Date



Bid Results for Project Industry Trails Lighting Improvements (CIP-IH-18-011-B)

Issued on 12/20/2017

Bid Due on January 23, 2018 10:00 AM (Pacific)

Line Items

Item Num	Section	Description	Unit of Measure	Quantity	Aldridge Electric - Unit Price	Aldridge Electric - Line Total
1	Section 1	Mobilization	LS	1	\$2,000.00	\$2,000.00
2	Section 1	Construction Traffic Control	LS	1	\$11,826.10	\$11,826.10
3	Section 1	Install 1" Galvanized Rigid Steel Conduit	LF	1690	\$35.70	\$60,333.00
4	Section 1	Install 2" Galvanized Rigid Steel Conduit	LF	9563	\$18.00	\$172,134.00
5	Section 1	Install 2" PVC Schedule 80 Conduit	LF	1780	\$4.60	\$8,188.00
6	Section 1	Install 3" PVC Schedule 80 Conduit	LF	200	\$9.00	\$1,800.00
7	Section 1	Install #5 Pull Box	EA	20	\$1,050.30	\$21,006.00
8	Section 1	Install #5(T) Pull Box	EA	6	\$1,819.90	\$10,919.40
9	Section 1	Install #6 Pull Box	EA	3	\$1,339.80	\$4,019.40
10	Section 1	Type III-CF Service Cabinet Enclosure	EA	2	\$4,315.90	\$8,631.80
11	Section 1	Trenching (Parkway)	LF	1396	\$6.60	\$9,213.60
12	Section 1	Trenching (Roadway)	LF	374	\$44.60	\$16,680.40
13	Section 1	Slurry Backfill	CY	72	\$188.40	\$13,564.80
14	Section 1	Luminaire Type III LED 24W	EA	123	\$829.90	\$102,077.70
15	Section 1	Luminaire Type IV LED 49W	EA	46	\$829.90	\$38,175.40
16	Section 1	#4 AWG Wire	LF	21422	\$1.70	\$36,417.40
17	Section 1	#6 AWG Wire	LF	29060	\$1.50	\$43,590.00
18	Section 1	#8 AWG Wire	LF	11725	\$1.40	\$16,415.00
19	Section 1	6"x6"x4" Junction Box (WP)	EA	175	\$154.50	\$27,037.50
20	Section 1	Asphalt Concrete	TON	26	\$375.60	\$9,765.60
					Subtotal	\$613,795.10
					Total	\$613,795.10

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.

- X ETM
(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.
 2. I will not provide securities in lieu of monies to ensure performance under the contract.
- _____
(Initials)

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 23rd day of January, 2018.

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

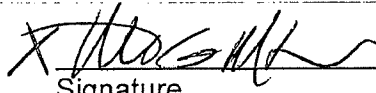
Aldridge Electric, Inc.
Bidder

844 E. Rockland Road
Mailing Address

Libertyville, IL 60048
City/State/Zip

(847) 680-5200
Telephone

(847) 680-5233
Fax


Signature

Thomas G. McLinden
Print Name

President
Title

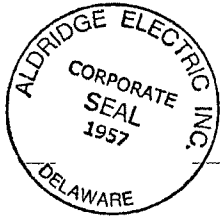
855841 Class C10 A
License No./Class

3/31/19
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

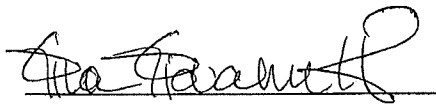


Thomas G. McLinden, President

Tim Bradley, Executive Vice President

Jennifer Medeiros, Secretary

Gene Huebner, Treasurer


Notary Public

1/23/18
Date



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

**WRITTEN CONSENT
OF THE SOLE VOTING SHAREHOLDER OF
ALDRIDGE ELECTRIC CANADA, INC.
(In lieu of Annual Meeting)**

Dated as of February 13, 2018

The undersigned, being the sole voting shareholder of **ALDRIDGE ELECTRIC CANADA INC.**, a Delaware corporation, pursuant to Section 228 of the Delaware General Corporation Law, hereby adopts the following resolutions:

WHEREAS, from time to time during the preceding year, certain acts, doings and proceedings of the Board of Directors and officers of this corporation may have been carried on, done or adopted without formal resolution and approval of the Shareholders or without formal action by the Board of Directors; and

WHEREAS, the Shareholders, after first having been fully advised and acquainted with all such acts, doings and proceedings, desire at this time to approve such acts, doings and proceedings;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the resolutions, acts, doings and proceedings of the Board of Directors and officers of this corporation carried out, performed or adopted within the scope of their respective authority and in conformity with all applicable local, state and federal laws, ordinances, rules and regulations, done or adopted at any meeting of said Board of Directors prior to the date hereof and each and all of the acts, doings and performances, whether or not said acts, doings and performances heretofore were approved by the Board of Directors, are hereby approved, ratified and confirmed in all respects, and are hereby made and adopted as the acts, doings and deeds of this corporation.

FURTHER RESOLVED, that the following persons are hereby elected to the office ~~of director of this corporation, to serve until the next annual meeting of~~ Shareholders, or until their respective successors have been elected and qualified:

Kenneth W. Aldridge


Kenneth W. Aldridge

being the sole voting shareholder of this corporation.

WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
ALDRIDGE ELECTRIC CANADA, INC.

(In lieu of Annual Meeting)

Dated as of February 13, 2018

The undersigned, being the sole director of **ALDRIDGE ELECTRIC INC.**, an Illinois corporation, pursuant to Section 141(f) of the Delaware General Corporation Law, hereby adopts the following resolutions:

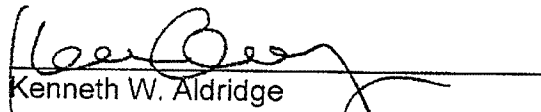
WHEREAS, from time to time during the preceding year, certain acts, doings and proceedings of the officers of this corporation may have been carried on, done or adopted without formal resolution and approval of the Board of Directors; and

WHEREAS, the Board of Directors, after first having been fully advised and acquainted with all such acts, doings and proceedings, desire at this time to approve formally such acts, doings and proceedings;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the resolutions, acts, doings and proceedings of the officers of this corporation carried out, performed or adopted within the scope of their respective authority and in conformity with all applicable local, state and federal laws, ordinances, rules and regulations, heretofore had or done, whether or not said acts, doings and performances heretofore were approved by the Board of Directors, are hereby approved, ratified and confirmed in all respects, and the same are hereby made and adopted as the acts, doings and deeds of this corporation.

FURTHER RESOLVED, that the following persons are hereby elected to the respective offices of the corporation set opposite their respective names, to serve until the next annual meeting of the Board of Directors or until their respective successors have been elected and qualified:

Chairman of the Board:	Kenneth W. Aldridge
Chief Executive Officer:	Stephen E. Rivi
Chief Financial Officer:	Gene Huebner
Chief Operating Officer:	Steve Aldridge
	Alex L. Aldridge
President:	Thomas G. McLinden
Executive Vice Presidents:	Frank Manna
	Brian Mazzei
	Tim Bradley
Vice Presidents:	Wayne Gearig
	Keith George
	Daniel Galovich
Treasurer	Gene Huebner
Controller:	Steve Wallenfang
Secretary:	Jennifer Medeiros
Assistant Secretary:	Curt Braun


Kenneth W. Aldridge

being the sole director of this corporation.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **855841**

Entity **CORP**

Business Name **ALDRIDGE ELECTRIC INC DBA
ALDRIDGE**

Classification(s) **C10 A**

Expiration Date **03/31/2019**

www.cslb.ca.gov



CONTRACTOR'S LICENSE AFFIDAVIT

ILLINOIS
STATE OF ~~CALIFORNIA~~)
LAKE)
COUNTY OF ~~LOS ANGELES~~)

CITY OF INDUSTRY
PROJECT NO. CIP-IH-18-011-B

INDUSTRY TRAILS LIGHTING IMPROVEMENTS

AGREEMENT NO. DS-18-023-B

Thomas G. McLinden, being first duly sworn, deposes and says that
Name

he or she is President, of Aldridge Electric, Inc.,
Title Name of Firm

855841 C10 A
License Number Classification

3/31/19
Expiration Date

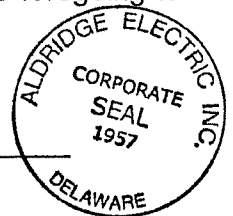
The party making the foregoing bid, is a licensed contractor and understands the information shown above shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall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

January 23, 2018
DATE

[Signature]

SIGNATURE Thomas G. McLinden



1/23/18
Date

[Signature]

Notary Public



BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. CIP-IH-18-011-B

INDUSTRY TRAILS LIGHTING IMPROVEMENTS

AGREEMENT NO. DS-18-023-B

Aldridge Electric, Inc.

certifies that:

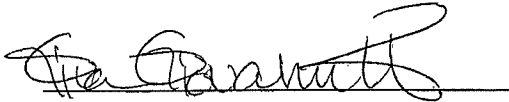
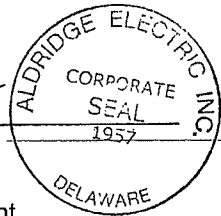
Bidder

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

Electrical, Operator, Laborer



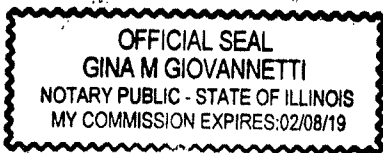
Signature of Authorized
Representative of Bidder
Thomas G. McLinden, President



Notary Public

1/23/18

Date



NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. CIP-IH-18-011-B

INDUSTRY TRAILS LIGHTING IMPROVEMENTS

AGREEMENT NO. DS-18-023-B

CONTRACTOR:

Aldridge Electric, Inc.

BUSINESS ADDRESS:

844 E. Rockland Road

Libertyville, IL 60048

In submitting this bid for the project:

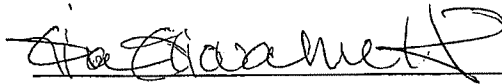
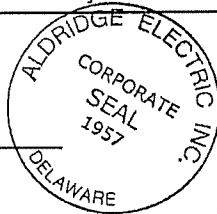
I, Thomas G. McLinden, state that I have not directly or indirectly,
(Name)
entered into any agreement, participated in any collusion or otherwise taken any action in
restraint of free competitive bidding in connection with the project.

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 Libertyville, IL 60048

~~California~~, this 23rd day of Libertyville, 2018.



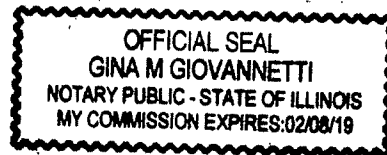
SIGNATURE
Thomas G. McLinden, President



Notary Public

1/23/18

Date



SUBCONTRACTORS LISTING

CITY OF INDUSTRY
PROJECT NO. CIP-IH-18-011-B

INDUSTRY TRAILS LIGHTING IMPROVEMENTS

AGREEMENT NO. DS-18-023-B

(See Paragraph 14 - Instructions to Bidders)

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

Bid Results

Bidder Details

Vendor Name Aldridge Electric, Inc.
Address 844 E. Rockland Road
 Libertyville, IL 60048
 United States

Respondee Gina Giovannetti
Respondee Title Estimating
Phone 847-247-5214 Ext.
Email ggiovannetti@aldridgegroup.com

Vendor Type
License # 855841
CA DIR

Bid Detail

Bid Format Electronic
Submitted January 23, 2018 9:28:24 AM (Pacific)

Delivery Method

Bid Responsive

Bid Status Submitted

Confirmation # 128537

Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Section C	Section C documents.pdf	General Attachment
Bid Bond	Bid Bond.pdf	Bid Bond

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
Section 1						
1	Mobilization	LS	1	\$2,000.00	\$2,000.00	
2	Construction Traffic Control	LS	1	\$11,826.10	\$11,826.10	
3	Install 1" Galvanized Rigid Steel Conduit	LF	1690	\$35.70	\$60,333.00	
4	Install 2" Galvanized Rigid Steel Conduit	LF	9563	\$18.00	\$172,134.00	
5	Install 2" PVC Schedule 80 Conduit	LF	1780	\$4.60	\$8,188.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
6	Install 3" PVC Schedule 80 Conduit	LF	200	\$9.00	\$1,800.00	
7	Install #5 Pull Box	EA	20	\$1,050.30	\$21,006.00	
8	Install #5(T) Pull Box	EA	6	\$1,819.90	\$10,919.40	
9	Install #6 Pull Box	EA	3	\$1,339.80	\$4,019.40	
10	Type III-CF Service Cabinet Enclosure	EA	2	\$4,315.90	\$8,631.80	
11	Trenching (Parkway)	LF	1396	\$6.60	\$9,213.60	
12	Trenching (Roadway)	LF	374	\$44.60	\$16,680.40	
13	Slurry Backfill	CY	72	\$188.40	\$13,564.80	
14	Luminaire Type III LED 24W	EA	123	\$829.90	\$102,077.70	
15	Luminaire Type IV LED 49W	EA	46	\$829.90	\$38,175.40	
16	#4 AWG Wire	LF	21422	\$1.70	\$36,417.40	
17	#6 AWG Wire	LF	29060	\$1.50	\$43,590.00	
18	#8 AWG Wire	LF	11725	\$1.40	\$16,415.00	
19	6"x6"x4" Junction Box (WP)	EA	175	\$154.50	\$27,037.50	
20	Asphalt Concrete	TON	26	\$375.60	\$9,765.60	
					Subtotal	\$613,795.10
					Total	\$613,795.10

Subcontractors

Name & Address	Description	License Num	Amount	Type
DC Directional Drilling 6955 Capistrano Way Riverside, CA 92504 United States	Directional Boring	1000014902	\$7,000.00	
PlanetBids, Inc.				

EXHIBIT C

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

[Attached]



Contractor's License Detail for License # 855841

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 2/1/2018 9:54:51 AM

Business Information

ALDRIDGE ELECTRIC INC
dba ALDRIDGE

844 EAST ROCKLAND ROAD
LIBERTYVILLE, IL 60048
Business Phone Number:(847) 680-5200

Entity Corporation
Issue Date 03/17/2005
Expire Date 03/31/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL
A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

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

Bond Number: 929354520

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 **929396823** for STEVEN EDWARD LANGE in the amount of **\$12,500** with CONTINENTAL CASUALTY COMPANY.

Effective Date: 01/01/2007

[BQI's Bond History](#)

This license filed Bond of Qualifying Individual number **929633627** for ROBERT GORDON SELIN in the amount of **\$12,500** with WESTERN SURETY COMPANY.

Effective Date: 05/24/2016

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number:VTC2JUB8C416489

Effective Date: 03/31/2013

Expire Date: 03/31/2018

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

1000009777 Contractor Details

Contractor Information Legal Entity Information Workers' Compensation

Legal Name
ALDRIDGE ELECTRIC INC DBA ALDRIDGE
Legal Entity Type
CORPORATION

Trade Name
ALDRIDGE

License Number(s)
CSLB :855841

Mailing Address
844 E. ROCKLAND ROAD
LIBERTYVILLE, IL 60048

Physical Address
844 E. ROCKLAND ROAD
LIBERTYVILLE, IL 60048

Email Address
PSIEMS@ALDRIDGEGROUP.COM

Public Works | Public Works Contractor (PWC) Registration

Public Works Contractor (PWC) Reg

Enter at least one search criteria to display registered public v

Note: Search results will display all of the public works contra

Make sure the proper registration fiscal year is selected when

Registration Fiscal Year:

PWC Registration Number:

Contractor Legal Name:

License Number: Contractor License Lookup

County:

Search

Reset

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

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

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	ALDRIDGE ELECTRIC INC DBA ALDRIDGE	1000009777	OUT OF STATE	LIBERTYVILLE	CSLB:855841	Active	05/09/2017	06/30/2018

v2.20171120

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CITY COUNCIL

ITEM NO. 6.6



CITY OF INDUSTRY

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*
Lissette Calleros, Funding Program Consultant, Avant-Garde
Joshua Nelson, Project Manager, CNC Engineering *JN*

DATE: February 8, 2018

SUBJECT: Consideration of the First Amendment to the Memorandum of Understanding for the Lemon Avenue Partial Diamond Interchange Project between the City of Industry and the Successor Agency to the Industry Urban-Development Agency (MP 03-10)

Background:

On October 9, 2012, the City entered a Memorandum of Understanding ("MOU") with the Successor Agency to the Industry Urban-Development Agency ("Agency") defining the terms and conditions under which the Lemon Avenue Interchange Project's right-of-way ("ROW") capital and support activities are performed and financed. The scope of work for this project includes: construction of an eastbound on- and off-ramp; construction of a westbound on-ramp; and removal of the existing eastbound off- and hook on-ramps at Brea Canyon Road. The project is located within the City of Diamond Bar, but is part of the Successor Agency's mitigations for the Industry Business Center.

The ROW capital cost for the Project has increased beyond the authorized cost in the MOU due to the increased number of parcels and required easements that were originally identified in the ROW Data Sheet prepared on September 27, 2011. The ROW support costs have also increased due to additional hours spent on survey work to identify and stake out the existing and proposed ROW lines including the temporary easements. The total increase in ROW costs has been estimated to be \$1.3 million.

Due to a previous funding shortfall and schedule constraints, the Cities of Industry and Diamond Bar entered into a Betterment Agreement with Alameda Corridor-East Construction Authority ("ACE") on August 22, 2016 to construct and manage the Project as a construction contract change order to the ongoing Fairway Drive Grade Separation project. The Betterment Agreement defined the improvements to be constructed and the

obligations of each city to reimburse ACE for construction and construction management costs totaling \$19 million.

The City of Diamond Bar secured a total of \$9.57 million in funding for construction which included \$7.46 million in Federal SAFETEA-LU funds that were de-federalized and repurposed through Metro in June 2016, and \$2.1 million in Metro Call for Projects Proposition C grant funds. Metro charges a 3% administrative fee to repurpose and de-federalize the SAFETEA-LU funds. ACE has committed to reimburse the Cities for this administrative fee. The City of Industry was able to secure an additional \$5.3 million in Measure M funds which helped fill the financial gap for the Project.

In August 2017, the Cities sent Metro Concurrence Letter allowing Metro to transfer the project sponsorship from the City of Diamond Bar to the City of Industry. In doing so, the existing local funds that were originally awarded to the City of Diamond Bar will transfer to Industry. The option of transferring City of Diamond Bar's secured funds to the City of Industry will ease the cash requirement for the Project because the funds work on a reimbursement basis. Metro provided a new agreement to the City which details the terms and conditions under which the Project's activities are performed and financed by Metro. This funding agreement is presented under a separate item on this Agenda.

Discussion:

In connection with the Project, it is necessary for the City to enter and amend the MOU with the Agency to account for an increase in ROW capital and support costs and incorporate the definition of terms and conditions under which the Project's construction activities are performed and financed. The First Amendment will allow the City to use Successor Agency funds to cover the cost of construction. The First Amendment accounts for the transfer of grant funds to Industry who will now be the responsible party in paying all Project invoices and will seek reimbursement from the granting agencies and the Successor Agency.

Fiscal Impact:

The current cost to construct this project, including construction management, is estimated to be \$20,795,000. The Successor Agency will be providing a share of the project costs estimated to be \$7,258,526, which will be paid using agency bond proceeds. This is the same amount that the Successor Agency has been planning to pay. Despite all these changes, there will be no increase to the City or Successor Agency share of costs.

The following table summarizes the breakdown of the funding sources for the Project:

Current Funding Sources

Local Funds to be provided by Metro's exchange program	\$7,242,434.56
Metro Call for Projects	\$2,103,393.00
Measure M	\$5,300,000.00
Industry Successor Agency	<u>\$7,258,526.00</u>
	\$21,904,353.56
3% metro admin fee for exchange (ACE to cover costs)	<u>\$223,992.82</u>
Total Funds Available	<u>\$22,128,346.38</u>

Recommendation:

- 1) Staff recommends that the City Council approve and execute the First Amendment.

Exhibits:

- A. First Amendment to the Memorandum of Understanding for the Lemon Avenue Partial Diamond Interchange Project between the City of Industry and the Successor Agency to the Industry Urban-Development Agency

PJP/AG/LC/JN;jv

EXHIBIT A

First Amendment to the Memorandum of Understanding for the Lemon Avenue Partial Diamond Interchange Project between the City of Industry and the Successor Agency to the Industry Urban-Development Agency

[Attached]

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
FOR THE LEMON AVENUE PARTIAL DIAMOND INTERCHANGE PROJECT**

This First Amendment to the Memorandum of Understanding (“MOU”) for the Lemon Avenue Partial Diamond Interchange Project (“First Amendment”) is made and entered into this 8th day of February, 2018, (“Effective Date”) by and between the City of Industry, a municipal corporation (the “City”) and the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (the “Successor Agency”). City and Successor Agency are collectively referred to herein as the “Parties”.

RECITALS

A. The Parties entered into a Memorandum of Understanding (“MOU”) on October 9, 2012, defining the terms and conditions under which the (i) preliminary engineering and environmental impact assessments, (ii) plans, specifications and estimates, and (iii) right-of-way (“ROW”) capital and support costs for the construction of a partial diamond interchange on State Route 60 at the existing Lemon Avenue undercrossing (“Project”) was financed and who would perform the work.

B. The ROW capital cost for the Project has increased beyond the authorized cost in the MOU due to the increased number of parcels and required easements that were identified in the latest ROW Data Sheet prepared on September 27, 2011. The ROW support cost has also increased due to additional hours spent on survey work to identify and stake out the existing and proposed right of way lines including the temporary easements.

C. The City of Diamond Bar and the City entered a Betterment Agreement on August 22, 2016 with Alameda Corridor-East Construction Authority (“ACE”) to construct the Lemon Avenue interchange improvements as a construction contract change order to the ongoing Fairway Drive Grade Separation Project. The Betterment Agreement defined the improvements to be constructed and the obligations of each city to reimburse ACE for construction and construction management costs totaling \$19 million.

D. City and Successor Agency now wish to amend the MOU to revise the estimated cost of ROW capital and support costs; and incorporate construction costs and payment procedures for the Project.

E. Total cost to complete the Project is currently estimated at \$22.09 million which includes \$18.2 million for construction by ACE, \$800,000 for construction management by ACE, \$376,000 for work performed under the AAA Cooperative Agreement, \$916,000 for current construction claims on projected change orders, \$500,000 allowance for contingency and \$1.3 million for remaining utility relocation costs and ROW support.

F. The City of Diamond Bar has secured a total of \$9.57 million in funding for construction which includes \$7.46 million in Federal SAFETEA-LU funds that have been de-federalized through the Los Angeles County Metropolitan Transit Authority (“Metro”) and \$2.1 million in Metro Prop C funds.

G. Approximately \$7.26 million coming from the Successor Agency has been committed toward the construction of the Project. In addition, the City has secured \$5.3 million in Metro Measure M funds to fully close the Project's funding gap, in anticipation of future costs increases and change orders.

H. The City and the City of Diamond Bar met with Metro on July 19, 2017 to discuss project funding appropriation options. Under a Concurrence Letter addressed to Metro in August 2017, the City and Diamond Bar agreed to allow Metro to transfer the project sponsorship and secured funds from Diamond Bar to Industry. The amount of funds to be transferred is \$9.57 million.

I. A Call for Projects Proposition C Funding Agreement ("Funding Agreement") was entered into on December 6, 2017, between the City and Metro, to transfer the grant sponsorship and secured funds from the City of Diamond Bar to the City. The transferred funds are in the amounts of \$2,294,000 of Proposition C 25% funds under Metro's Call for Projects Program and \$7,242,435 of Proposition C 25% funds under the LACMTA Federal Transportation Earmark Exchange Program. The Funding Agreement details the terms, project funding, reporting requirements and expenditure guidelines.

AMENDMENT

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

Section 1. Request, Receipt and Use of Funds is hereby amended to read in its entirety as follows:

Payment of Project Costs. The City shall pay all Project costs associated with the Betterment Agreement and Cooperative Agreements. City agrees to promptly submit payments directly to ACE and Caltrans upon receipt of such invoices.

Section 2. Use of Funds of the MOU is hereby amended to read in its entirety as follows:

Use of Funds. The City agrees that it shall use all Funds solely for the purpose of paying invoices submitted to the City by Caltrans or ACE in conformance with the requirements of the Cooperative Agreement or Betterment Agreement, and for no other purpose.

Section 3. Reimbursement to Successor Agency is hereby amended to read in its entirety as follows:

Reimbursement to City. The City shall invoice the Successor Agency on a quarterly basis for all Project costs incurred above the amount of Project funds provided by Metro or ACE in an amount not to exceed \$7,258,526. Successor Agency agrees to promptly reimburse City upon receipt of such invoice.

1. **Section 4. Performance of City's Obligations and Enforcement of City's Rights and Remedies Under Cooperative Agreement and Project MOU** is hereby amended to read in its entirety as follows:

Performance of City's Obligations and Enforcement of City's Rights and Remedies Under the Cooperative Agreement, Project MOU, and Betterment Agreement. Without the requirement of notice or demand on the part of the Successor Agency, the City shall perform all of its obligations for accounting and reporting under any grant programs and use all commercially reasonable efforts to enforce all of its rights and remedies under the MOU, Cooperative Agreement, and Betterment Agreement.

Section 5. Accounting of Funds of the MOU is hereby amended to read in its entirety as follows:

Accounting of Funds. The City shall provide to the Successor Agency at least once every three (3) months, and/or within ten (10) working days following a written request from the Successor Agency, a written statement showing (i) the amount of Funds disbursed by the City to Caltrans or ACE; (ii) the purposes for which the Funds were disbursed, and the Caltrans or ACE invoices paid with such disbursements; (iii) the Funds received by the City from Metro in reimbursement for such disbursements as described in their Funding Agreement effective December 6, 2017; (iv) the amount of all then outstanding reimbursements owed but unpaid by the Successor Agency; and (v) all such other information with respect to the matters described in this Section 5 as the Successor Agency shall reasonably request.

Section 6. Term of the MOU is hereby amended to read in its entirety as follows:

Term. This MOU shall terminate upon completion of the Project.

IN WITNESS WHEREOF, the City and Successor Agency have caused this First Amendment to be executed by their respective officers, duly authorized, on the Effective Date.

“CITY”
CITY OF INDUSTRY

“SUCCESSOR AGENCY”
SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT
AGENCY

By: _____
Mark D. Radecki, Mayor

By: _____
Mark D. Radecki, Chairman

Attest:

Attest:

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

By: _____
Diane M. Schlichting, Agency Secretary

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

By: _____
James M. Casso, Agency General Counsel

CITY COUNCIL

ITEM NO. 6.7



CITY OF INDUSTRY

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*
Lissette Calleros, Funding Program Consultant, Avant-Garde
Joshua Nelson, Project Manager, CNC Engineering *JN*

DATE: February 8, 2018

SUBJECT: Consideration of the First Amendment to the Memorandum of Understanding between the City of Industry and the City of Diamond Bar for the Lemon Avenue Partial Diamond Interchange Project (MP 03-10)

Background:

On October 2, 2012, the City entered a Memorandum of Understanding ("MOU") with City of Diamond Bar defining the terms and conditions under which the Project's right-of-way (ROW) capital and support activities are performed and financed. The scope of work for this project includes: construction of an eastbound on- and off-ramp; construction of a westbound on-ramp; and removal of the existing eastbound off- and hook on-ramps at Brea Canyon Road. The project is located within the City of Diamond Bar.

The ROW capital cost for the Project has increased beyond the authorized cost in the MOU due to the increased number of parcels and required easements that were originally identified in the ROW Data Sheet prepared on September 27, 2011. The ROW support costs have also increased due to additional hours spent on survey work to identify and stake out the existing and proposed ROW lines including the temporary easements. The total increase in ROW costs has been estimated to be \$1.3 million.

Due to a previous funding shortfall and schedule constraints, the Cities of Industry and Diamond Bar entered into a Betterment Agreement with Alameda Corridor-East Construction Authority ("ACE") on August 22, 2016 to construct and manage the Project as a construction contract change order to the ongoing Fairway Drive Grade Separation project. The Betterment Agreement defined the improvements to be constructed and the obligations of each city to reimburse ACE for construction and construction management costs totaling \$19 million.

The City of Diamond Bar secured a total of \$9.57 million in funding for construction which included \$7.46 million in Federal SAFETEA-LU funds that were de-federalized and repurposed through Metro in June 2016, and \$2.1 million in Metro Call for Projects Proposition C grant funds. Metro charges a 3% administrative fee to repurpose and de-federalize the SAFETEA-LU funds. ACE has committed to reimburse the Cities for this administrative fee. The City of Industry was able to secure an additional \$5.3 million in Measure M funds which helped fill the financial gap for the Project.

Discussion:

Now an amendment is necessary to account for the transfer of secured grant funds from City of Diamond Bar to City of Industry so that Industry may pay invoices submitted by ACE for construction and construction management portions of the Project. In addition, Diamond Bar has sought reimbursement from Metro and received payments in the amount of \$190,608 for past ROW costs. This funding source was not addressed in the MOU so an amendment is needed in order for Industry to seek reimbursement from Diamond Bar for those costs.

Due to the steep cash requirements for the construction of the Project and City of Diamond Bar's limited financial capabilities, the previously outlined arrangement of payments – the City of Industry will advance City of Diamond Bar's portion of the invoices and then be fully repaid by Diamond Bar upon their receipt of grant reimbursements - detailed in the MOU for the right-of-way phase was not suitable for the construction phase of the Project. In addition, Metro was uncomfortable with this arrangement for payment of construction activities.

The Cities met with Metro on July 19, 2017 to discuss project funding appropriation options. It was agreed upon that the Cities would execute a Concurrence Letter addressed to Metro which will allow Metro to transfer the project sponsorship from the City of Diamond Bar to the City of Industry. The execution of this letter in August 2017 guaranteed the City will be transferred existing local funds that were originally awarded to the City of Diamond Bar. Being that both Cities are parties in the Betterment Agreement with ACE, Metro decided this was the best option to assist the project in moving forward and avoid any lapsing of funds.

Metro is in the process of drafting a new agreement with the City which will detail the terms and conditions under which the Project's activities are performed and financed by Metro.

Fiscal Impact:

The total cost to complete the Project is currently estimated at \$22.09 million which includes \$18.2 million for construction by ACE, \$800,000 for construction management by ACE, \$376,000 for work performed under the AAA cooperative agreement, \$916,000 for current construction claims, \$500,000 allowance for contingency, and \$1.3 million for remaining utility relocation costs and ROW support.

The Successor Agency to the Industry Urban-Development Agency will be providing a share of the project costs estimated to be \$7,258,526, which will be paid using agency bond

proceeds. The City will be responsible for paying all project costs upfront and seeking reimbursement from Metro and the Successor Agency.

The option of transferring City of Diamond Bar's secured funds to City of Industry will ease the cash requirement for the Project since the grant funds work on a reimbursement basis. The amount of funds to be transferred is estimated to be \$9,345,828 and will include:

- \$2,103,393 of Metro Call for Projects Prop C grant funds
- \$7,242,435 of repurposed earmark funds

The following table summarizes the breakdown of the funding sources for the Project:

Current Funding Sources	
Local Funds to be provided by Metro's exchange program	\$7,242,434.56
Metro Call for Projects	\$2,103,393.00
Measure M	\$5,300,000.00
Industry Successor Agency	\$7,258,526.00
	\$21,904,353.56
3% metro admin fee for exchange (ACE to cover costs)	\$223,992.82
Total Funds Available	\$22,128,346.38

Recommendation:

- 1) Staff recommends that the City Council approve and execute the First Amendment. Upon approval, this amendment will be forwarded to the City of Diamond Bar for execution.

Exhibits:

- A. First Amendment to the Memorandum of Understanding between the City of Industry and the City of Diamond Bar for the Lemon Avenue Partial Diamond Interchange Project
-

PJP/AG/LC/JN:jv

EXHIBIT A

First Amendment to the Memorandum of Understanding between the City of Industry and
the City of Diamond Bar for the Lemon Avenue Partial Diamond Interchange Project

[Attached]

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
FOR THE LEMON AVENUE PARTIAL DIAMOND INTERCHANGE PROJECT**

This First Amendment to the Memorandum of Understanding (“MOU”) for the Lemon Avenue Partial Diamond Interchange Project (“First Amendment”) is made and entered into this 8th day of February, 2018, (“Effective Date”) by and between the City of Diamond Bar, a California municipal corporation, referred to herein as “Diamond Bar”, and the City of Industry, a California municipal corporation, referred to herein as “Industry”. Diamond Bar and Industry are hereinafter collectively referred to as the “Parties”, and individually as “Party”.

RECITALS

WHEREAS, Parties entered into the MOU on October 2, 2012, defining the terms and conditions under which the project Right of Way (R/W) capital and support costs for the construction of a new partial diamond interchange on State Route 60 at the existing Lemon Avenue undercrossing (“Project”) would be financed and who would perform the Project work.

WHEREAS, due to the increased number of parcels and required easements that were identified in the latest R/W Data Sheet prepared on September 27, 2011, the R/W capital cost for the Project has increased beyond the authorized cost in the MOU. The R/W support cost has also increased due to additional hours spent on survey work to identify and stake out the existing and proposed right of way lines including the temporary easements. R/W costs have also increased due to additional charges incurred by relocation of utilities.

WHEREAS, Parties entered a Betterment Agreement on August 22, 2016 with Alameda Corridor-East Construction Authority (“ACE”) to construct the Lemon Avenue Interchange improvements as a construction contract change order to the ongoing Fairway Drive Grade Separation Project. The Betterment Agreement defined the improvements to be constructed and the obligations of each city to reimburse ACE for construction and construction management costs, totaling \$19 million. This First Amendment serves to provide additional requirements for payments to ACE. The Betterment Agreement is attached hereto as Exhibit A, and incorporated herein by reference.

WHEREAS, the total cost to complete the Project is currently estimated at \$22.09 million which includes \$18.2 million for construction by ACE, \$800,000 for construction management by ACE, \$376,000 for work performed under the AAA cooperative agreement with Caltrans, \$916,000 for current construction claims, \$500,000 allowance for contingency, and \$1.3 million for remaining utility relocation costs and R/W support.

WHEREAS, Diamond Bar has secured a total of \$9.57 million in funding for construction and additional R/W costs, which includes \$7.46 million in Federal SAFETEA-LU funds that has been de-federalized through Metro, and \$2.1 million in Metro Prop C funds.

WHEREAS, Industry has committed approximately \$7.26 million toward the construction of the Project coming from the Successor Agency to the Industry Urban-Development Agency, and has secured \$5.3 million in Metro Measure M funds to fully close the Project's funding gap, in anticipation of future cost increases and change orders.

WHEREAS, Parties met with Metro on July 19, 2017 to discuss project funding appropriation options. Under a Concurrence Letter addressed to Metro in August 2017, Parties agreed to allow Metro to transfer the project sponsorship and secured funds from Diamond Bar to Industry. The amount of funds to be transferred is \$9.57 million. The Concurrence Letter is attached hereto as Exhibit C, and incorporated herein by reference.

WHEREAS, Diamond Bar has sought reimbursement from Metro and received payments in the amount of \$190,608 for past ROW costs and is now obligated to reimburse Industry.

WHEREAS, to the extent provided in this First Amendment, Parties wish to amend the MOU to account for: the transfer of secured grant funds from Diamond Bar to Industry so that Industry may pay invoices submitted by ACE for construction and construction management portions of the Project; and the reimbursement of funds paid to Diamond Bar by Metro.

AMENDMENT

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

Section 1, Project Costs is hereby amended to include the following:

As of the date of the First Amendment, the State has provided an increased estimate of \$1.3 million for additional work. Costs include R/W acquisition, utility relocation, and support costs.

ACE estimates project costs to total \$19 million for construction and construction management activities as approved in the Betterment Agreement dated August 22, 2016 attached hereto as Exhibit "A".

Section 2, Payment is hereby amended to read in its entirety as follows:

Industry will pay invoices submitted by the State for additional ROW work performed.

Industry will pay invoices submitted by ACE for work performed on construction and construction management portions of the Project. Upon issuance of payment to ACE, Industry will prepare and submit invoices to Metro to seek reimbursement of funds up to

the allowable amount per the funding agency and maximize the amount of funds programmed for the construction phase of the Project.

Section 3, City Cost Share is hereby amended to read in its entirety as follows:

Diamond Bar shall transfer \$9.57 million of Metro local funds which represents approximately 50% of the Project's estimated construction and construction management costs to Industry. Industry shall ensure the aforementioned Metro local funds are maximized when submitting reimbursement invoices to Metro.

Industry secured \$5.3 million in Metro Measure M funds.

Section 4, Industry Agrees is hereby amended to read in its entirety as follows:

- A. To pay for invoices submitted by the State for additional ROW work performed as provided in the Cooperative Agreement and this First Amendment.
- B. To pay to ACE the total costs as invoices are submitted by ACE for Project construction and construction management work performed.
- C. To prepare invoices to be submitted to Metro for the reimbursement of 70.75% of the total costs for construction activities up to a maximum of \$14.87 million.

Section 5, Diamond Bar Agrees, is hereby amended to read in its entirety as follows:

- A. To seek reimbursement from Metro for previous ROW support and capital costs up to an amount of \$190,608 based on billing statements of STATE services.
- B. Upon receipt of invoices from Industry and receipt of funds from Metro, Diamond Bar will reimburse Industry for previous ROW support and capital costs paid upfront plus any interest accrued on such funds if placed in an interest-bearing account.
- C. To transfer Project sponsorship and secured funds in the amount of \$9.57 million to Industry for construction and construction management costs.

Section 6, Diamond Bar and Industry Mutually Agree, is hereby amended to read in its entirety as follows:

- A. Within fifteen (15) business days of receipt of reimbursement funds in an amount up to \$190,608 from Metro for previous ROW costs, Diamond Bar shall issue a reimbursement check to Industry in the amount of the reimbursed funds. Diamond Bar shall report to Industry any interest earned and such interest shall be paid to Industry in conjunction with the reimbursement.
- B. **Term.** This MOU shall terminate upon the completion of the Project, including final accounting and processing of all reimbursement requests to ensure all funds are collected.
- C. **Termination.** Prior to the commencement of any of the obligations under this MOU, either Industry or Diamond Bar may terminate this MOU by written notice to the other

Party so long as written notice of intent to terminate is given to the other Party at least thirty (30) calendar days prior to termination.

- D. **Notices.** Any notices required by the MOU shall be given by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

City Manager, Daniel Fox
City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765

City Manager, Paul J. Phillips
City of Industry
15625 E. Stafford Street Suite 100
Industry, CA 91744

- E. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties hereto and this MOU supersedes all prior oral or written understandings or agreements.

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

CITY OF DIAMOND BAR

CITY OF INDUSTRY

By: _____
Ruth M. Low
Mayor

By: _____
Mark D. Radecki
Mayor

Attest: _____
Tommye A. Cribbins
City Clerk

Attest: _____
Diane M. Schlichting
Chief Deputy City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
David DeBerry
City Attorney

By: _____
James M. Casso
City Attorney

Attachment(s)

- Exhibit "A" – Betterment Agreement
- Exhibit "B" – MOU for the Lemon Avenue Partial Diamond Interchange Project
- Exhibit "C" – Concurrence Letter

EXHIBIT A TO EXHIBIT A

Betterment Agreement

[Attached]

BETTERMENT AGREEMENT
REGARDING THE INSTALLATION OF NEW RAMPS AT LEMON AVENUE AND STATE
ROUTE 60 IN CONJUNCTION WITH THE FAIRWAY DRIVE GRADE SEPARATION
PROJECT BY THE ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY ON
BEHALF OF THE CITY OF INDUSTRY AND CITY OF DIAMOND BAR

THIS AGREEMENT effective this 22 day of August, 2016, by and between the CITY OF INDUSTRY, a municipal corporation, hereinafter referred to as "INDUSTRY" AND the CITY OF DIAMOND BAR, a municipal corporation, hereinafter referred to as "DIAMOND BAR", and the ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority, hereinafter referred to as "ACE", with INDUSTRY, DIAMOND BAR and ACE also each individually referred to herein as "PARTY" and collectively as "PARTIES".

WITNESSETH

WHEREAS, ACE has designed and is constructing a highway/railroad grade separation on Fairway Drive at the Los Angeles Subdivision of the Union Pacific Railroad, hereinafter referred to as "PROJECT"; and

WHEREAS, to help mitigate traffic detour impacts resulting from the construction of the PROJECT by ACE, INDUSTRY and DIAMOND BAR desire to have ACE construct new on and off ramps at Lemon Avenue and State Route 60 in conjunction with PROJECT as described in Exhibit "A", attached hereto and incorporated herein by reference, hereinafter referred to as "BETTERMENT"; and

WHEREAS, INDUSTRY and DIAMOND BAR proposes to reimburse ACE for the actual costs ACE incurs for the construction of BETTERMENT performed in conjunction with this AGREEMENT.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereby agree as follows:

SECTION I

ACE AGREES:

1. To execute a contract amendment on ACE's existing PROJECT construction agreement to construct the BETTERMENT in accordance with Caltrans permit No. 716.AOP.1261 in the amount of \$18,200,000. The contract amendment shall provide for the BETTERMENT to be completed in two phases, Phase 1 and Phase 2, as is set forth in the attached Exhibit "A", with construction of Phase 2 being contingent upon sufficient funding be identified as further set forth below.
2. Require the contractor for the BETTERMENT to add INDUSTRY and DIAMOND BAR (INDEMNITEES) on all policies of insurance required by ACE for the PROJECT as additional insureds to the same extent that ACE is an additional insured and prior to

commencement of PROJECT construction, provide INDUSTRY and DIAMOND BAR with endorsements and certificates of insurance evidencing the amount of coverage and the addition of the cities as additional insureds.

3. To construct the BETTERMENT in accordance with best practices, and pursuant to the requirements of all permits issued therefor.
4. To provide all required construction management, traffic management, material testing and inspection, and other necessary professional services contracts to complete the BETTERMENT in accordance with the approved plans and specifications and Caltrans permit No. 716.AOP.1261 provided by INDUSTRY and DIAMOND BAR, which plans and specifications and permits are incorporated herein by this reference.
5. To ensure compliance with the approved environmental document for the BETTERMENT, including the mitigation and monitoring reporting program
6. To track all construction, and construction management costs for BETTERMENT separately from PROJECT.
7. To invoice the INDUSTRY and DIAMOND BAR in adequate detail describing the work completed for the actual costs associated with construction of the BETTERMENT upon the completion of individual phases of the BETTERMENT as shown in Exhibit A.
8. To furnish an accounting of final actual costs for BETTERMENT and provide INDUSTRY and DIAMOND BAR an invoice of the same within one hundred twenty (120) days after acceptance of BETTERMENT by INDUSTRY and DIAMOND BAR.
9. Upon completion of PROJECT, to furnish INDUSTRY and DIAMOND BAR with as-built plans of BETTERMENT.
10. To provide INDUSTRY and DIAMOND BAR with a written notice of an estimated completion date for Phase 1 of the BETTERMENT at least 90 days prior to the estimated date of completion and prior to the start of any construction work for Phase 2.
11. To assist DIAMOND BAR in transferring federal funds currently allocated to the BETTERMENT in the amount of \$7,521,427.30 to the Los Angeles County Metropolitan Transportation Authority ("Metro") to be used by Metro for the SR-71 freeway project as outlined in the August 1, 2016, letter from ACE's Chief Executive Officer Mark Christoffels ("ACE Letter"), in exchange for a matching amount of local funds to be paid by Metro to DIAMOND BAR to allocate to the BETTERMENT. ACE shall, in addition, as set forth in the ACE Letter, reimburse Diamond Bar for the 3% administrative fee charged in relationship to this transfer. The ACE Letter is attached hereto as Exhibit "B" and incorporated herein by reference.

SECTION II

INDUSTRY AND DIAMOND BAR AGREE:

1. To provide ACE with all approved plans and required Caltrans, INDUSTRY or DIAMOND BAR permits to construct BETTERMENT at no cost to ACE and to collaborate and cooperate with ACE during construction of the BETTERMENT.
2. To assist with the re-purposing of federal dollars currently allocated to the BETTERMENT in exchange for matching local funds to be paid to DIAMOND BAR for transfer to ACE of all third party permits obtained, or to be obtained, necessary to construct the BETTERMENT at no cost to ACE.
3. To assist with the transfer of currently allocated federal funds for BETTERMENT in the amount of \$7,521,427 to another ACE project.
4. To pay One Hundred Percent (100%) of BETTERMENT environmental documentation, construction, and construction management costs up to a not to exceed amount of \$19,000,000 as shown in Exhibit A; provided that the Parties are able to identify funds to meet the funding shortfall for Phase 2 and complete Phase 2 of the BETTERMENT. The not to exceed amount specified herein may be adjusted to account for changes in the scope of work due to change orders during the BETTERMENT construction if prior to such change in scope of work the PARTIES mutually agree in writing. ACE costs will be calculated based on the Caltrans-approved indirect cost rate applied to direct expenses. INDUSTRY and DIAMOND BAR will make all necessary efforts to pay properly documented ACE invoices within 30 days of receipt.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Should any portion of PROJECT be financed with funds with specific expenditure requirements or limitations, all applicable laws, regulations and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.
2. A funding shortfall of approximately \$2.52 million dollars currently exists as to completion of Phase 2 of the BETTERMENT. As such, construction of Phase 2 of the BETTERMENT is contingent upon the Parties identifying funds to make up the funding shortfall. In a letter dated June 27, 2016, to Metro from INDUSTRY's City Manager Paul J. Phillips, INDUSTRY expressed its commitment to funding this shortfall. The letter is attached hereto as Exhibit "C" and incorporated herein by reference. ACE shall not commence any construction work on Phase 2 until the earlier of: (a) 30 days have passed since the time that ACE provided INDUSTRY and DIAMOND BAR with the notice set forth in Section I.10 above; or (b) receipt of written notice from INDUSTRY and DIAMOND BAR that INDUSTRY has identified the funds to fill the gap in funding and directions for invoicing Phase 2 work as between INDUSTRY and DIAMOND BAR. Within 30 days of receipt of ACE's notice either INDUSTRY or DIAMOND BAR may, pursuant to written notice, terminate this Agreement as to Phase 2. Upon receipt of such notice ACE shall terminate any work related to Phase

2. To the extent ACE has incurred eligible costs related to Phase 2 which do not involve construction thereof, ACE shall invoice INDUSTRY and DIAMOND BAR for such costs in proportion to each PARTY's relative share for the Phase 2 work.
3. INDUSTRY and DIAMOND BAR assign ACE as its agent to enforce any rights under applicable State or local franchises, laws or encroachment permits to cause the protection, rearrangement or relocation of any existing public or private utility facilities. If such utility fails to cooperate in such protection, rearrange or relocation, ACE shall identify such facilities and INDUSTRY or DIAMOND BAR, as applicable, shall enforce available rights under existing State or local franchises, laws or encroachment permits held by INDUSTRY and DIAMOND BAR for the protection in place, relocation, or removal of such facilities at no cost to ACE. ACE shall, or cause its contractor on the BETTERMENT to coordinate and inspect such protection, relocation, or removal work. Nothing in this Agreement shall restrict or affect INDUSTRY and DIAMOND BAR 's or ACE's ability to enter into separate agreements with utilities for any purpose, including for reimbursements of utility costs for protection, relocation, maintenance, or removal of their facilities; provided that no PARTY shall be liable for any costs thereof unless a signatory to such separate agreement.
4. That in the construction of BETTERMENT, ACE will furnish a properly licensed resident engineer to oversee BETTERMENT construction and INDUSTRY and DIAMOND BAR may furnish their own representatives. Said representatives and resident engineer will cooperate and consult with each other, but the decisions of ACE's resident engineer shall remain the sole and primary directive for all BETTERMENT work. If material changes to the approved plans and specifications will impact BETTERMENT, the ACE resident engineer will obtain INDUSTRY and DIAMOND BAR's representative's written approval before authorizing said changes.
5. Prior to ACE acceptance of BETTERMENT, as completed, under the terms of the PROJECT's construction contract, ACE will confer with INDUSTRY and DIAMOND BAR in good faith to obtain INDUSTRY and DIAMOND BAR's written concurrence that the BETTERMENT has been completed in substantial conformance with the approved plans and specifications, which shall not be reasonably withheld.
6. Except as otherwise specifically provided in this AGREEMENT ACE and its respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, "ACE INDEMNITEES") shall have no liability to INDUSTRY and DIAMOND BAR for the BETTERMENT, and INDUSTRY and DIAMOND BAR, pursuant to Government Code Section 895.4, shall indemnify, defend (using legal counsel of INDUSTRY and DIAMOND BAR 's own choosing), protect and hold harmless ACE INDEMNITEES, from and against any liabilities, as defined in Section III, Paragraph 8, or legal challenges to the BETTERMENT arising out of any act or omission by INDUSTRY and DIAMOND BAR or any person acting on behalf of INDUSTRY and DIAMOND BAR under or in connection with any work, authority, or breach of any obligation under this Agreement or work activities associated with the BETTERMENT and delegated to INDUSTRY and DIAMOND BAR under this AGREEMENT. Any rights of INDUSTRY and DIAMOND BAR to inspect, review, and/or approve of BETTERMENT design or construction shall not signify that ACE relinquishes management or control over such design or construction.

7. Except as otherwise specifically provided in this AGREEMENT, INDUSTRY and DIAMOND BAR, their special districts and respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, "INDUSTRY and DIAMOND BAR INDEMNITEES") shall have no liability to ACE for BETTERMENT, and ACE, pursuant to Government Code Section 895.4, shall indemnify, defend (using legal counsel of ACE's own choosing), protect and hold harmless INDUSTRY and DIAMOND BAR INDEMNITEES from and against, any liabilities, as defined in Section III, Paragraph 8, or legal challenges to the BETTERMENT arising out of any act or omission by ACE or any person acting on behalf of ACE under or in connection with any work, authority, or breach of any obligation under the Agreement or work activities associated with the BETTERMENT and delegated to ACE under this AGREEMENT.
8. Except as otherwise specifically provided in this AGREEMENT INDUSTRY and its respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, "INDUSTRY INDEMNITEES") shall have no liability to DIAMOND BAR for the BETTERMENT, and DIAMOND BAR, pursuant to Government Code Section 895.4, shall indemnify, defend (using legal counsel of INDUSTRY's own choosing), protect and hold harmless INDUSTRY INDEMNITEES, from and against any liabilities, as defined in Section III, Paragraph 8, or legal challenges to the BETTERMENT arising out of any act or omission by INDUSTRY or any person acting on behalf of INDUSTRY under or in connection with any work, authority, or breach of any obligation under this Agreement or work activities associated with the BETTERMENT and delegated to INDUSTRY under this Agreement.
9. Except as otherwise specifically provided in this AGREEMENT DIAMOND BAR and its respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, "DIAMOND BAR INDEMNITEES") shall have no liability to INDUSTRY for the BETTERMENT, and INDUSTRY, pursuant to Government Code Section 895.4, shall indemnify, defend (using legal counsel of INDUSTRY's own choosing), protect and hold harmless DIAMOND BAR INDEMNITEES, from and against any liabilities, as defined in Section III, Paragraph 8, or legal challenges to the BETTERMENT arising out of any act or omission by DIAMOND BAR or any person acting on behalf of DIAMOND BAR under or in connection with any work, authority, or breach of any obligation under this Agreement or work activities associated with the BETTERMENT and delegated to DIAMOND BAR under this Agreement.
10. The term "liabilities" used in Section III, Paragraphs 5, 6, 7 and 8 shall mean any and all judgments, awards, claims, demands, liabilities, injury (as defined by Government Code Section 810.8), obligations, litigation, fines, penalties, fees (including, without limitation, expert witness fees, engineering and defense costs, and legal fees), costs (including, without limitation, any and all costs involved in instituting a direct condemnation proceeding, and any and all costs involved in defending an inverse condemnation proceeding, and any and all cost involved in an environmental cleanup or archaeological discovery), expenses (including, without limitation, attorneys' fees and court costs), proceedings, suits, and actions of whatever kind, and damages of any nature whatsoever (including, without limitation, bodily injury, death, personal injury, or property damage).

11. No PARTY shall be liable to any other PARTY for any damages, delay costs, or termination costs of any type or a failure to perform any part of this AGREEMENT due to causes beyond the control of any of the PARTIES. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts or inactions of federal state or local governments including funding reductions or eliminations, fires, floods, and severe weather.
12. If any PARTY fails to perform a material part of this AGREEMENT, the non-breaching PARTY shall notify the breaching PARTY in writing. Within thirty (30) days of such written notification, the breaching PARTY shall commence curing such breach and shall diligently pursue such cure to completion. If the breaching PARTY fails to pursue such cure to completion, the breaching PARTY shall be in default under the terms of this AGREEMENT. In the event of a default, the non-breaching PARTY may pursue any legal or equitable remedies available to it including specific performance and the non-breaching PARTY shall have no obligation to make any payments to or undertake any work for the breaching PARTY until and unless the default is cured.
13. Every notice, demand, request, or other document or instrument delivered pursuant to this Agreement shall be in writing, and shall be either personally delivered, by Federal Express or other reputable overnight courier, or sent by certified United States mail, postage prepaid return receipt requested, to the addresses set forth below, or to such other address as a party may designate from time to time.

To INDUSTRY: City of Industry
15651 E. Stafford Street
City of Industry, CA 91744
Attention: Paul J. Philips, City Manager

To DIAMOND BAR: City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765
Attention: James DeStefano, City Manager

To ACE: ACE Construction Authority
4900 Rivergrade Road, Suite A120
Irwindale, CA 91706
Attention: Mr. Mark Christoffels, Chief Executive Officer

14. This AGREEMENT constitutes the entire understanding and agreement of the PARTIES and integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the subject matter hereof, and supersedes all negotiations or previous agreements between the PARTIES with respect to all or part of the subject matter hereof.
15. This AGREEMENT may be amended in writing at any time by the mutual consent of the PARTIES. No amendment shall have any force or effect unless executed in writing by the PARTIES.
16. If any term, provision, covenant, or condition of this AGREEMENT is held by a court of

competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall continue in full force and effect, unless one or both of the PARTIES would be materially affected or abridged by such interpretation.

17. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California.
18. No assignment of this AGREEMENT shall relieve the assigning PARTY of its obligations under this AGREEMENT until such obligations have been assumed in writing by the assignee. When duly assigned in accordance with the forgoing, this AGREEMENT shall be binding upon and inure to the benefit of the assignee.
19. Any waiver, modification, consent or acquiescence with respect to any term of this AGREEMENT will be set forth in writing and duly executed by the PARTY to be bound thereby. No waiver of any breach hereunder will be deemed a waiver of any other or subsequent breach.
20. Neither ACE, INDUSTRY or DIAMOND BAR intends that there be a third-party beneficiary to this AGREEMENT.
21. ACE, INDUSTRY, and DIAMOND BAR will act in good faith in their individual performances under the terms of this AGREEMENT, including taking reasonable steps to mitigate costs.
22. The PARTIES shall comply with all applicable federal, state and local laws, statutes, ordinances and regulations of any governmental authority having jurisdiction over the BETTERMENT.
23. This AGREEMENT may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same AGREEMENT. Facsimile signatures will be permitted.

[Signatures on following page]

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their respective officers as of the date first written above.

CITY OF INDUSTRY



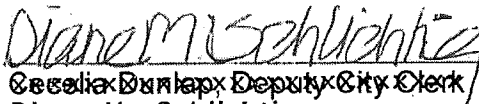
Mark Radecki, Mayor

ACE



Chief Executive Officer

ATTEST:



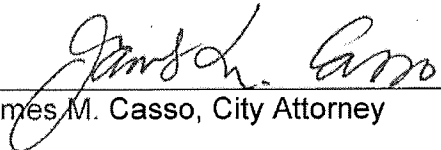
~~Cecilia Dunlap, Deputy City Clerk~~
Diane M. Schlichting
Chief Deputy City Clerk

ATTEST:



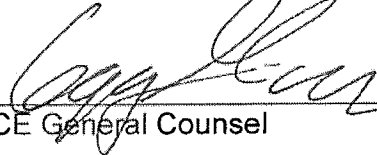
Secretary

APPROVED AS TO FORM:



James M. Casso, City Attorney

APPROVED AS TO FORM:



ACE General Counsel

CITY OF DIAMOND BAR



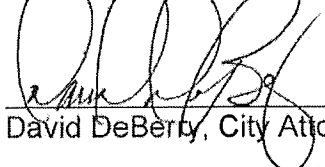
Nancy A. Lyons, Mayor

ATTEST:



Tommye Cribbins, City Clerk

APPROVED AS TO FORM:



David DeBerry, City Attorney

Exhibit A

The proposed INDUSTRY and DIAMOND BAR requested improvements (BETTERMENT) consist of the construction of new on and off ramps from State Route 60 to Lemon Avenue as put forth in Caltrans Permit No. 716.AOP.1261 and all the plans and specifications associated with said permit.

The estimated cost for construction of these improvements including all required construction oversight is:

Phase 1: Construction of the westbound on ramp and eastbound off ramp including all required signalization, striping and signage \$14,250,000.

Phase 2: Construction of the eastbound on ramp including all required signalization, striping and signage and associated improvements and ramp removals at Brea Canyon Road \$4,750,000.

Upon completion of each Phase, ACE shall invoice the City of Industry and the City of Diamond Bar as follows:

City	Phase 1	Phase 2	TOTAL
Industry	\$7,258,526	\$951,724	\$8,210,250
Diamond Bar	\$6,991,474	\$2,376,553.30	\$9,368,027.30
To be determined*		\$1,421,772.70	\$1,421,722.70
TOTAL	\$14,250,000	\$4,750,000	\$19,000,000

*In addition of the \$1,421,772.70 shown above, another \$1,100,000.00 is needed to fund the remaining utility relocation cost of \$1,000,000.00 and Caltrans independent quality assurance cost of \$100,000.00.

All amounts to be billed and paid will be based on actual costs. ACE shall not exceed the costs shown above without written consent of the City of Diamond Bar and the City of Industry.

EXHIBIT B TO EXHIBIT A

MOU for the Lemon Avenue Partial Diamond Interchange Project

[Attached]

MEMORANDUM OF UNDERSTANDING
FOR THE LEMON AVENUE PARTIAL DIAMOND INTERCHANGE PROJECT

This Memorandum of Understanding (MOU) is made and entered into this 2nd day of October, 2012, by and between the City of Diamond Bar ("DIAMOND BAR") and the City of Industry ("INDUSTRY").

I. Recitals:

- A. DIAMOND BAR and INDUSTRY desire State Highway improvements consisting of the construction of a new partial diamond interchange on State Route 60 (SR 60) at the existing Lemon Avenue undercrossing, referred to herein as "PROJECT".
- B. DIAMOND BAR and INDUSTRY desire to fund the Right of Way (R/W) support and capital costs of the PROJECT to be performed by the State of California, acting by and through its Department of Transportation, referred to herein as "STATE" as described in the Cooperative Agreement dated October 6, 2011, District Agreement No. 07-4832, attached hereto, marked as Exhibit "A", and incorporated herein as part of this MOU (the "Cooperative Agreement").
- C. DIAMOND BAR has secured \$9.6 million of federal SAFETEA-LU funding as well as a \$2.3 million grant in Prop C 25% funds through Los Angeles County METRO and \$400,000 in Highway Safety Improvement Program (HSIP) Funds.
- D. The STATE, DIAMOND BAR and INDUSTRY will cooperate to acquire and certify the necessary Right of Way for the construction of the PROJECT.
- E. Construction of the PROJECT will be the subject of a separate future MOU.

II. Agreement:

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, it is mutually agreed as follows:

Section 1. Project Costs: The STATE has provided an estimate of \$2,226,665 for the Right - of-Way costs for the project (STATE'S Project Report's R/W Data Sheet dated September 27, 2011, attached hereto, marked as Exhibit "B," and E-76 Authorization/Agreement Summary for R/W dated March 2, 2012, attached hereto, marked as Exhibit "C" and incorporated herein by these references). Costs include Right of Way Acquisition, Utility Relocation and support costs.

Section 2. Payment: As referenced in Cooperative Agreement, INDUSTRY will pay the invoices submitted by the STATE for work performed. Upon issuance of payment, INDUSTRY will prepare and submit an invoice to DIAMOND BAR with attached backup documentation for payments made to the STATE. DIAMOND BAR will prepare Invoices to the STATE Office of Local

Assistance Engineer to seek reimbursement of funds up to the allowable amount per the funding agency and maximize the amount of federal funds programmed for this phase of the PROJECT.

Section 3. City Cost Share: INDUSTRY has agreed to provide the local funds for the Project in a joint effort with DIAMOND BAR to complete the PROJECT Right-of-Way phase. Currently DIAMOND BAR has programmed \$1,120,000 of federal funds for the Right-of-Way phase, which represents approximately 50% of the estimated PROJECT's costs. The remaining 50% will be paid by INDUSTRY local funds. DIAMOND BAR will ensure that the federal funds programmed for this phase of the PROJECT are maximized when submitting reimbursement invoices to the STATE.

Section 4. Industry Agrees:

- A. To prepare and provide the necessary coordination to secure the Authorization to Proceed for Right of Way activities with the STATE and DIAMOND BAR.
- B. INDUSTRY will pay for Invoices submitted by the STATE for work performed, to be reimbursed as provided in the Cooperative Agreement and this MOU.
- C. To assist DIAMOND BAR in preparation of invoices for the reimbursement of 51% of the total costs for right of way activities or up to a maximum of \$1,120,000, for review by DIAMOND BAR to be submitted to the STATE for approval.

Section 5. Diamond Bar Agrees:

- A. To seek federal reimbursement of fifty-one percent (51%) of total right of way support and capital costs up to a maximum of \$1,120,000 based on the monthly billing statements of STATE services and quarterly reports of reconciled expenditures prepared by the STATE.
- B. To secure obligation of federal DEMO (SAFETEA-LU) funds by preparing the Authorization to Proceed for all Right of Way activities eligible pursuant to 23 CFR 710, including utility relocations. Utility relocations are to be performed in accordance with 23 CFR 645. The STATE has agreed that pursuant to federal-aid requirements, none of the eligible activities may commence until the E-76 (Exhibit "C") is secured in order to not jeopardize federal funding.

Section 6. Diamond Bar and Industry Mutually Agree:

- A. Within twenty (20) days of receipt of a copy of the monthly STATE Project Progress Pay Estimate of the type defined in Section 2-10 of the STATE's Construction Manual, and five (5) business days after receipt of the Electronic Billing Invoice Packet, whichever date is later, INDUSTRY will use either direct pay or any other methods deemed acceptable by both parties to pay the STATE and/or invoiced party for INDUSTRY's obligation of right of way

capital and support as required for right of way activities described in Articles 1 and 2 of Section I of the Cooperative Agreement. Following payment of the invoice, INDUSTRY shall forward a copy of the Invoice packet, support documentation and proof of payment to DIAMOND BAR. Within ten (10) business days of receipt of a copy of the Project Progress Pay Estimate, support documentation and proof of payment to the STATE and/or invoiced party from INDUSTRY, DIAMOND BAR will process the payment for reimbursement from Caltrans at a rate of fifty-one percent (51%) of the total right of way support and capital costs reflected on the monthly billing statements up to a maximum of \$1,120,000.

B. Upon receipt of reimbursement funds from STATE, DIAMOND BAR will process the payment received and issue a reimbursement check to INDUSTRY within fifteen (15) business days.

C. Term. This MOU shall terminate upon the completion of all right of way activities, including final accounting, acceptance of Title, recordation of the acquired land in the County Recorder's Office and close out of all utility relocation agreements.

D. Termination. Prior to the commencement of any work pursuant to this MOU, either INDUSTRY or DIAMOND BAR may terminate this MOU by written notice to the other Party so long as written notice of intent to terminate is given to the other party at least thirty (30) calendar days prior to termination.

E. Notices. Notices shall be given pursuant to this Memorandum of Understanding by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

City Manager, James DeStefano
City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765

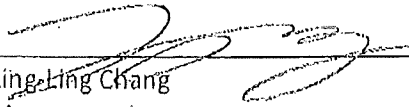
City Manager, Kevin Radecki
City of Industry
15651 E. Stafford Street
Industry, CA 91744

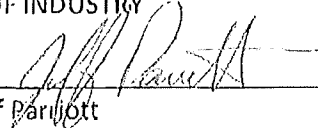
F. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

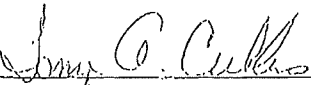
IN WITNESS WHEREOF, DIAMOND BAR and INDUSTRY have caused this Memorandum of Understanding to be executed by their respective officers, duly authorized, on the day and year above written.

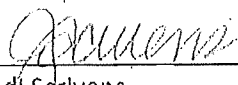
CITY OF DIAMOND BAR

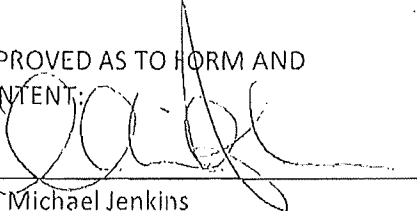
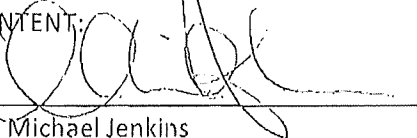
CITY OF INDUSTRY

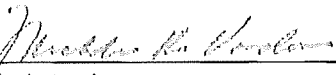
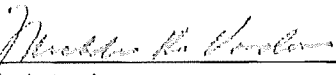
By: 
Ling-Ling Chang
Mayor

By: 
Jeff Parriott
Mayor

Attest: 
Tommye A. Cribbins
City Clerk

Attest: 
Jodi Scrivens
City Clerk

APPROVED AS TO FORM AND
CONTENT:

By: 
Michael Jenkins
City Attorney

APPROVED AS TO FORM AND
CONTENT:

By: 
Michele Vadon
City Attorney

Attachment(s)

- Exhibit "A" -- Cooperative Agreement, District Agreement No. 07-4832 dated 10-06-2011
- Exhibit "B" -- Project Report's R/W Data Sheet dated September 27, 2011
- Exhibit "C" -- E-76 Authorization/Agreement Summary for R/W dated March 2, 2012

EXHIBIT "A"

07-LA-60-R22.0/R23.0
Lemon Avenue Overcrossing
EA: 22410

District Agreement 07-4832

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON Oct. 6, 2011, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE",

the CITY OF DIAMOND BAR, a body politic and municipal corporation of the STATE of California, referred to herein as "CITY", and

the CITY OF INDUSTRY, a body politic and municipal corporation of the STATE of California, referred to herein as "INDUSTRY".

RECITALS

1. STATE, CITY and INDUSTRY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways System (SHS) within the County of Los Angeles.
2. CITY desires State Highway improvements consisting of the construction of a new partial diamond interchange on State Route 60 (SR 60) at existing Lemon Avenue undercrossing, referred to herein as "PROJECT".
3. CITY and INDUSTRY desire to fund the Right of Way (R/W) support and capital cost of PROJECT.
4. STATE, CITY and INDUSTRY will cooperate to acquire and certify the necessary Right of Way for the construction of PROJECT.
5. STATE agrees to perform R/W appraisals and acquisitions (STATE SERVICES), while CITY will perform all other R/W support work, as defined in the Scope Summary -Attachment 1, attached to and made a part of this Agreement.
6. This Agreement is separate from and does not modify or supersede prior Cooperative Agreement No. 07-4758 and 07-4809.
7. Construction of PROJECT will be the subject of a separate future Agreement.
8. STATE, CITY and INDUSTRY now intend to define herein the terms and conditions under which PROJECT right of way activities are performed and financed.

SECTION I

STATE AGREES:

1. To perform a few Right of Way activities required for PROJECT as stated herein.
2. To perform Right of Way appraisals, acquisitions (STATE SERVICES), as defined in Attachment 1. It is not anticipated that any parcels will be condemned at this time. However, if STATE determines that in order to secure the Right of Way Certification for the construction of PROJECT, it becomes necessary to start condemnation action or defend inverse condemnation actions, the CITY herein gives the STATE authorization to complete the activities at INDUSTRY's costs.
3. At its own expense, to perform Independent Quality Assurance (IQA) of the Right of Way Engineering, associated land surveying and other R/W services performed by CITY.

4. To certify legal and physical control of right of way acquired in accordance with applicable State and Federal laws and regulations, prior to advertisement for bids for construction of PROJECT.
5. If any existing public and/or private utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, STATE shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal in accordance with STATE's policy and procedure for those facilities located within the limits of work included in the improvement to the State Highway and in accordance with applicable local jurisdiction's policy for those facilities which are or will be located outside of the limits of the State Highway. The total PROJECT costs of such protection, relocation, or removal within the present or future State Highway right of way shall be determined in accordance with STATE's policies and procedures.
6. To submit an initial billing in the amount of \$50,000 to INDUSTRY within thirty (30) days upon CITY securing the E-76 for federal aid and prior to commencement of any work performed by STATE. Said initial billing represents CITY and INDUSTRY's share for one month estimated right of way support cost for PROJECT.
7. Thereafter, to prepare and submit to INDUSTRY monthly billing statements for estimated expenditure for right of way support cost one month in advance as development of PROJECT proceeds. Monthly billing statements shall also include a detail of STATE SERVICES for the purposes of seeking federal reimbursement by CITY.
8. To prepare and submit to INDUSTRY a request for direct-payment for right of way capital costs to be paid by INDUSTRY as required for all rights of way acquisition, relocation, utility and railroad as PROJECT proceeds. Said request for payment should be on a mutually agreed to form. In addition, to track all right of way capital costs to be paid by INDUSTRY pursuant to this Agreement. The capital cost tracking report shall be provided to INDUSTRY on a monthly basis.
9. To provide INDUSTRY quarterly reports of R/W support expenditures compared to the monthly advances made by INDUSTRY and to provide updated planned reimbursement schedules. The payment amounts may be revised based on updated planned expenditure schedules. STATE will monitor the actual versus the planned expenditures monthly to assure that INDUSTRY payments pursuant to Section II, Article 2 will always be sufficient. Reports will include copies of invoices and confirmation of payments made for support services and capital costs for the purposes of seeking federal reimbursement by CITY.
10. Upon completion of PROJECT and all work incidental thereto, to furnish INDUSTRY with a detailed statement of the total actual right of way acquisition capital and support costs for PROJECT. STATE thereafter shall refund to INDUSTRY, promptly after completion of STATE's final accounting of PROJECT costs, any amount of INDUSTRY's deposits required in this Agreement remaining after actual costs to be borne by CITY have been deducted, or to bill INDUSTRY

for any additional amount required to complete INDUSTRY's financial obligations pursuant to this Agreement.

11. To retain, or cause to be retained for audit by CITY and/or INDUSTRY's auditors, for a period of 3 years from date of processing the final payment under this Agreement. Copies of all records and accounts relating to right of way activities of PROJECT shall be furnished to CITY and INDUSTRY if requested by CITY and/or INDUSTRY.
12. To inform INDUSTRY of any issues that could have the potential to increase the actual right of way cost for PROJECT beyond the authorized cost.
13. To acquire all necessary right of way as may be required for construction of PROJECT and CITY hereby authorized STATE to acquire all such necessary right of way required for PROJECT.
14. Settlements that exceed the amount of the approved staff appraisal will be considered ADMINISTRATIVE SETTLEMENTS and will be subject to the requirements of 49 CFR 24.102(i) and STATE's procedures pertaining to an ADMINISTRATIVE SETTLEMENT. STATE will approve and document all negotiated Settlements.
15. The cost of right of way acquired by STATE, which is funded by INDUSTRY, shall include the actual cost of the right of way, including direct and indirect costs charged on reimbursed projects.

SECTION II

INDUSTRY AGREES:

1. Within twenty (20) days of receipt of a copy of the Project Progress Pay Estimate of the type defined in Section 2-10 of STATE's Construction Manual, and five (5) business days after receipt of the Electronic Billing Invoice Packet, whichever date is later, INDUSTRY will use either direct pay or any other methods deemed acceptable by both parties to pay to STATE and/or invoiced party for INDUSTRY's obligation of right of way capital and support as required for right of way activities described in Articles 1 and 2 of Section I.
2. To provide one hundred percent (100%) of the total actual right of way support portion of STATE SERVICES, up to a maximum of \$586,000 as up-front cash for PROJECT costs. If it becomes apparent that the total maximum cost for right of way support for PROJECT will exceed the maximum amount programmed for expenditure, INDUSTRY shall work promptly to determine necessary additional costs and the source of the additional funds. INDUSTRY's share of the right of way support will not exceed twenty-five percent (25%) up to a maximum of \$146,500.
3. To pay one hundred percent (100%) of the total actual right of way capital portion of STATE SERVICES, up to a maximum of \$900,000, per STATE's Project

Report's R/W Data Sheet dated July 7, 2010 as up-front cash for PROJECT costs. If it becomes apparent that the total maximum cost for right of way capital for PROJECT will exceed the maximum amount programmed for expenditure, INDUSTRY shall work promptly to determine necessary additional costs and the source of the additional funds and Programming. INDUSTRY's share of right of way capital expenses shall not exceed twenty-five percent (25%) up to a maximum of \$225,000.

4. To provide STATE with a certificate of funding. This certificate shall indicate that funds are available and budgeted for payment to STATE and shall be executed by the designated responsible fiscal officer of INDUSTRY.

SECTION III

CITY AGREES:

1. To perform Right of Way activities as defined against its name in the Attachment-1 all at its own expense.
2. To secure obligation of federal DEMO funds by preparing the Authorization to Proceed for all Right of Way activities eligible pursuant to 23 CFR 710, including utility relocations. Utility Relocations are to be performed in accordance with 23 CFR 645. STATE agrees that pursuant to federal-aid requirements, none of the eligible activities may commence until the E-76 is secure in order to not jeopardize federal funding.
3. To seek federal reimbursement of seventy-five percent (75%) of total right of way support and capital costs up to a maximum of \$1,114,500 based on the monthly billing statements of STATE SERVICES and quarterly reports of reconciled expenditures prepared by STATE.
4. All PROJECT work performed by CITY, or performed on CITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, and concurrence at appropriate stages of development.
5. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design responsibility. All utility facilities not relocated or removed in advance of construction shall be identified on the PROJECT plans and specifications in accordance with the requirements of the State's Design Manuals. To prepare a utility conflict matrix, which is acceptable to the State's R/W Utility Relocation Branch and to the State's Utility Engineering Branch for submittal to Utility Owners.
6. To identify and locate all high and low risk underground facilities within the PROJECT area and to protect or otherwise provide for such facilities, all in accordance with STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way."

7. To prepare Right of Way Engineering hard copy plans, Right of Way Appraisal Maps, Record of surveys, and Right of Way Record Maps in accordance with the "State of California Drafting Manual and Plans Manual", and the State of California Surveys Manual, Chapter 10, and other pertinent reference material and examples as provided by STATE
8. To have all necessary right of way maps and documents used to acquire right of way by STATE prepared by or under the direction of a person authorized to practice land surveying in the State of California. Each right of way map and document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed person in Responsible Charge of Work.
9. To submit to STATE for review and concurrence all Right of Way Engineering Land-Net Maps and Right of Way Appraisal Maps, Records of Survey, and Right of Way Record Maps in accordance with STATE's Right of Way Manual, Chapter 6, Right of Way Engineering, STATE's Plans Preparation Manual, STATE's Surveys Manual, applicable State laws, and other pertinent reference materials and examples as provided by STATE.
10. Personnel who prepare right of way maps, documents, and related materials shall be made available to STATE, at no cost to STATE, during and after construction of PROJECT until completion and acceptance by STATE of Right of Way Record Maps, Records of Survey, and title to any property intended to be transferred to STATE.
11. All aerial photography and photogrammetric mapping shall conform to STATE's current standards.
12. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document "Materials Needed to Review Consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.
13. All original recorded land title documents created by PROJECT shall be delivered to STATE and become property of STATE.
14. To submit to STATE a list of STATE horizontal and vertical control monuments, that will be used to control surveying activities for PROJECT. Horizontal control shall be tied to NAD 83 HPGN-D 1991.35 epoch.
15. To assist STATE in performing R/W activities if requested by STATE. CITY will perform the activities with CITY staff or through consultant services. STATE agrees to deduct any activities provided by CITY in the STATE's duplicative estimate R/W support cost under Article 2 of Section II.

SECTION IV

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).
2. The cost of any engineering support performed by STATE includes all direct and applicable indirect costs. STATE calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and the Administration Rate are adjusted periodically.
3. The Parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT right of way engineering (R/W) and surveying activities administered by CITY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by CITY conform to then existing STATE standards. IQA does not include any PROJECT related to R/W engineering or surveying work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation of work performed by CITY and/or its consultants and no liability will be assignable to STATE its officers and employees by CITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities.
4. The right of way engineering, appraisals, acquisition, and preparation of environmental documentation and related investigative studies and technical environmental reports for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance.
5. If, during performance of right of way activities, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and NEPA if applicable, this Agreement will be amended to include completion of these additional tasks by CITY as a PROJECT cost. The CEQA Lead Agency and if applicable, NEPA Lead Agency, shall review, comment and approve the additional environmental documentation.
6. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for PROJECT will be held in confidence to the extent permitted by law, and where applicable, the provisions of California Government Code Section 6254.5(e) shall govern the disclosure of such documents in the event said documents are shared between the Parties. Parties will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the work described herein this Agreement without the written consent of the party authorized to release them, unless required or authorized to do so by law.

7. CITY will prepare the applications for any required regulatory agency permits, agreements and/or approvals for PROJECT. CITY will submit all said applications to STATE for review, comment and approval. CITY will submit the final applications to the appropriate regulatory agencies. The costs to prepare, review, comment, and submit the application to the appropriate regulatory agency will be a PROJECT cost.
8. STATE and CITY will comply with all of the commitments and conditions set forth in the environmental documentation, permits, approvals, and applicable agreements as those commitments and conditions apply to each parties' responsibilities in this Agreement.
9. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), environmental commitments and/or environmental approvals for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
10. STATE has no obligation to perform any work under this Agreement should the funds to perform them remain unavailable or unpaid at any point of time during the life of this Agreement.
11. If actual cost of PROJECT exceeds the amount shown in Exhibit A, CITY and INDUSTRY should be responsible in providing additional funds.
12. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affects the legal liability of either party to the Agreement by imposing any standard of care with respect to the construction of State Highways different from the standard of care imposed by law.
13. The party that discovers Hazardous Material (HM) will immediately notify the other party (ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

14. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with a minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

STATE has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right of way. CITY will undertake, or cause to be undertaken; HM-1 management activities with minimum impact to PROJECT schedule, and CITY will pay, or cause to be paid, all costs associated with HM-1 management activities.

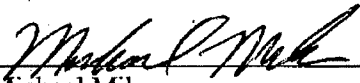
15. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities. Any management activity cost related to HM-2 is a PROJECT construction cost.
16. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
17. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
18. Neither CITY, INDUSTRY nor any officer or employee thereof are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE will fully defend, indemnify, and save harmless CITY, INDUSTRY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
19. Neither STATE, INDUSTRY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY will fully defend, indemnify, and save harmless STATE, INDUSTRY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
20. Neither STATE, CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by INDUSTRY under or in connection with any work, authority, or jurisdiction conferred upon INDUSTRY under this Agreement. It is understood and agreed that INDUSTRY will fully defend, indemnify, and save harmless STATE, CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited

to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by INDUSTRY under this Agreement.

21. The Parties hereto will carry out PROJECT in accordance with the Scope of Work, attached and made apart of this Agreement, which outlines the specific responsibilities of the Parties hereto. The attached Scope of Work may in the future be modified in writing to reflect changes in the responsibilities of the respective Parties.
22. Prior to the commencement of any work pursuant to this Agreement, either STATE, CITY or INDUSTRY may terminate this Agreement by written notice to the other party.
23. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
24. This Agreement shall terminate upon the completion of all right of way activities, including final accounting, acceptance of Title, recordation of the acquired land in the County Recorder's Office and close out of all utility relocation agreements. However, the ownership, indemnification, document retention, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION


MALCOLM DOUGHERTY
Interim Director

By: 
Michael Miles
District Director

APPROVED AS TO CONTENT:

By: _____
Andrew P. Nierenberg
District Deputy Director of Right of Way

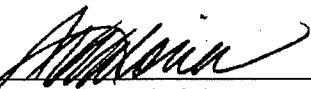
APPROVED AS TO FORM AND
PROCEDURES:

By: 
Attorney
Department of Transportation

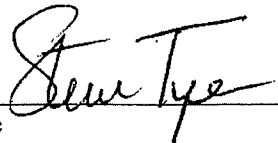
CERTIFIED AS TO FUNDS:

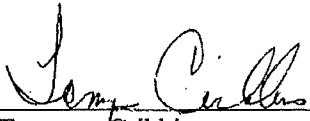
By: 
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS
AND CONDITIONS:

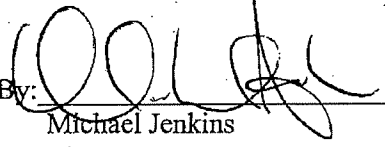
By: 
Accounting Administrator

CITY OF DIAMOND BAR

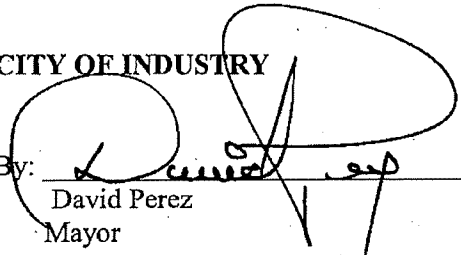
By: 
Steve Tye
Mayor

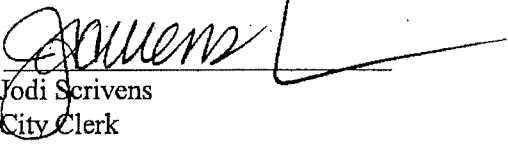
Attest: 
Tommye Cribbins
City Clerk

APPROVED AS TO FORM AND
PROCEDURE:

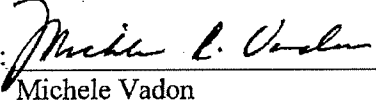
By: 
Michael Jenkins
City Attorney

CITY OF INDUSTRY

By: 
David Perez
Mayor

Attest: 
Jodi Scrivens
City Clerk

APPROVED AS TO FORM AND
PROCEDURE:

By: 
Michele Vadon
City Attorney

ATTACHMENT 1**Scope of Work**

This Scope of Work outlines the specific areas of responsibility for various right of way activities for the proposed Route 60/Lemon Ave Interchange.

RESPONSIBILITY	STATE	CITY
PROJECT ACTIVITY		
R/W ACQUISITION & UTILITIES		
Prepare Request for Authorization of Federal-Aid		X
Secure Federal-Aid for Right of Way Activities		X
Right of Way Capital & support (EA Phases 9 & 2)	X	
Request Utility Verification	X	
Request Preliminary Utility Relocation Plans from Utilities	X	
Prepare R/W Requirements		X
Prepare R/W Certification	X	
Submit R/W Requirements		X
Review and Comment on R/W Requirements	X	
Longitudinal Encroachment Review	X	
Longitudinal Encroachment Application to District		X
Approve Longitudinal Encroachment Application	X	
Request Final Utility Relocation Plans	X	
Submit Utility Relocation Plans for Approval & Review	X	
Recommend for Approval Utility Relocation Plans for Project Design and Encroachment Permit compliance		X
Approve Utility Relocation Plans	X	
Submit Final R/W Requirements for Review & Approval		X
Fence and Excess Land Review	X	
R/W Layout Review	X	
Approve R/W Requirements	X	
Obtain Title Reports, Updated Title Reports and Policies of Title		X
Provide all the deeds and other acquisition documents including resolution of necessity and court exhibits		X
Complete Appraisals	X	
Review and Approve Appraisals for Setting Just Compensation	X	
Prepare Acquisition Contracts	X	

Acquire R/W	X	
Open escrows and Make Payments	X	
Provide Displacee Relocation Services	X	
Prepare Relocation Payment Valuations	X	
Prepare Displacee Relocation Payments	X	
Perform Property Management Activities	X	
Perform R/W Clearance Activities	X	
Prepare and Submit Certification of R/W	X	
Review and Approve Certification of R/W	X	
Approve & Record Title Transfer Documents	X	
Prepare R/W Record Maps		X
Prepare R/W Appraisal Maps		X
Submit R/W Appraisal Maps		X
Approve R/W Appraisal Maps	X	
Prepare Excess Land Descriptions and Plats		X
Final R/W Monumentation and Record of Survey		X

Activities stated against STATE name are together referred to STATE SERVICES.

EXHIBIT A

COST ESTIMATE for STATE SERVICES

<u>Item</u>	STATE	CITY	INDUSTRY
Right of Way Capital	\$0	\$675,000 (75%)	\$225,000 (25%)
Right of Way Support	\$0	\$439,500 (75%)	\$146,500 (25%)
Total		\$1,114,500	\$371,500

CITY funds are federal DEMO funds
 INDUSTRY funds are local funds

State of California
DEPARTMENT OF TRANSPORTATION

Business, Transportation and Housing Agency

Memorandum

*Flex your power!
Be energy efficient!*

To: Khan A. Hossain, Design Manager,
Office of Design
District 7, Los Angeles Office

Date: 9/27/11
EA: 224101
Data Sheet ID NO: 1879
Project ID NO 0700000337

From: Dan Murdoch, Office Chief
Right of Way Appraisals, and Planning & Management
District 7, Los Angeles Office

Subject: Current Estimated Right of Way Costs for Project Report

We have completed an estimate of the Right of Way costs for the above referenced project based on information received from Godfrey Nzeogu, PE, and the following assumptions and limiting conditions apply:

- The mapping did not provide sufficient detail to determine the limits of the right of way required.
- The transportation facilities have not been sufficiently designed so our estimator could determine the damages to any of the remainder parcels affected by the project.
- Additional right of way requirements are anticipated, but are not defined due to the preliminary nature of the estimate.
- We have determined there are no Railroad functional involvements in the proposed project at this time. No other right of way functional involvements noted per the Data Sheet Request.

Right of Way Certificate (RWC) lead time will require a minimum of 24 months after maps to appraisal (MA). Completed Appraisal maps include HMDD, COS, HW Memo, and RE-49. An executed copy of the new freeway agreement if required for the project. When utility relocation is warranted, utility conflict maps will be required. Additionally a minimum of 18 months will be required after receiving the last revision to the appraisal map. Shorter lead times will require either more right of way resources or an increased number of condemnation suits to be filed and present a risk to the RWC project delivery milestone.

Current Schedule:

PAED (M 200)	MA (M 224)	RWC (M 410)	RTL (M480)	CCA (M 600)
10/12/10	12/16/10	7/18/13	10/25/13	1/2/15

KHAN HOSSAIN
 AILEY GODFREY NZEDGU
 PHONE 213.897-0348
 SENIOR R/W PSM
 RC, TF 4R 60
 PM KM 5/23/0
 EA 2/14/13

RAW DATA SHEET

Date of Data Sheet 9/27/2011
 WBS
 REVISED
 UPDATED
 PROJ_DESC Construct an interchange on Rcute 60 at Lemon Avenue
 in the City of Diamond Bar

ID NO
 1879

This cost estimate is pursuant to the following statements which are based on information provided by KHAN HOSSAIN.

This cost estimate is valid for the above scoping report only. This is an estimate only and not an appraisal. It may be based on worse case scenarios. The estimate is subject to change and revision.

The mapping did not provide sufficient nor adequate detail to determine the limits of the Right of Way required and effects on the improvements.

The transportation facilities have not been sufficiently designed for our estimator to determine the damages to any of the remainder parcels affected by the project

Residential displacement is not involved.

Utility facilities or Utility Right of Way are affected.

Railroad facilities or R R Right of Way are not affected.

Right of Way work will be performed by Calltrans staff.

Major items of Construction Contract Work are anticipated

No material borrow and/or disposal sites are not required.

There are no potential relinquishments and/or abandonments.

There are potential hazardous waste parcels

Time constraints precluded a detailed cost estimate.

The time schedule provided by the requesting party did not permit time for a field inspection.

RW COST ESTIMATE		
	CURRENT VALUE	ESCALATED VALUE
R/w acq.(incl.contingency G.w-condem.-adm.s'lt.)Permits	\$1,226,018	\$1,400,290
Clearance	NONE	NONE
RAP (cont rate.)	NONE	NONE
Escrow costs (cont rate.)	\$28,784	\$32,875
Utility relocation costs	\$147,000	\$183,274
Estimate of Reimbursed Appraisal Fee	\$22,500	\$22,500
Total estimated cost	\$1,424,302	\$1,638,939

ESCALATION RATE RW .07

ESCALATION RATE Utilities 0.08

CERT.DATE 7/18/13

PARCEL COUNT

PARCEL DUAL TYPES APPR.

A		
B	8	
C	7	
D		
F		
W		

RIGHTS NEEDED

FEE	7
EASE	18
ICE	14

TAKES

FULL	
PART	15
TOTAL	15

DISPLACEMENT OF UNITS

SFR	
MULTI	
BUS	

PARCELS WITH RAP

0

POTENTIAL CLEARANCE PARCELS

--

POTENTIAL EXCESS PARCELS

not known at this time.

POTENTIAL CONDEMNATION PARCELS

--

ESTIMATE OF PY'S

APPRAISALS

	PY	HOURS
A		
B	0.3528	1,160
C	0.4417	1,680
D		
F		
W		
Dual		

ACQUISITIONS

	PY	HOURS
A		
B	0.4216	1280
C	0.4396	1705
D		
F		

UTILITIES

	PY	HOURS
PY U4 1		
PY U4 2		
PY U4 3		
PY U4 4	0.573	1,050
PY U5 7		
PY U5 8		
PY U5 9	0.1365	375

RAILROAD

	PY	HOURS
C & M		
SC		
LIC/RE		

CONDEMNATION

PY	HOURS

CLEARANCE

PY	HOURS

RELOCATION

PY	HOURS

PERMITS

PY	HOURS
0.0276	48.9

UTILITY INFORMATION

Are Utilities affected yes

	Quantities	Estimated Costs	Escalated Costs
Edison poles	2	\$70,000	\$67,273
Firehydrant	1	\$15,000	\$18,701
Water meter	1	\$2,000	\$7,494
Venzon overhead line (SCE's tenant)	500 ft	\$30,000	\$37,403
Time Warner Cable (SCE's tenant)	500 ft	\$30,000	\$37,403

Are utility easements required _____

No. of easements _____

Are utility agreements required yes

TOTAL CURRENT COST \$147,000

Types of Util. Facilities & agmts. required Description _____

CONST. COMPLETION DATE 6/22/2014

UTILITY ESCALATION RATE 8%

ESCALATED VALUE TO UTILITY CONSTRUCTION COMPLETION DATE \$183,274

RR INFORMATION

Are RR affected no

Describe affected RR here is no railroad involvement within the project limits

WHEN BRANCH LINES OR SPURS ARE AFFECTED, WOULD ACQUISITION AND OR PAYMENT OF DAMAGES TO BUSINESSES AND OR INDUSTRIES SERVED BY THE RAILROAD FACILITY BE MORE COST EFFECTIVE THAN SERVICE CONTRACTS, OR GRADE SEPARATIONS REQUIRING CONSTRUCTION AND MAINTENANCE AGREEMENTS INVOLVED? none

Explain branch lines

DISCUSS TYPES OF AGREEMENTS AND RIGHTS REQUIRED FROM THE RAILROADS, ARE GRADE XING REQUIRING SERVICE CONTRACTS, OR GRADE SEPARATIONS REQUIRING CONSTRUCTION AND MAINTENANCE AGREEMENTS INVOLVED.

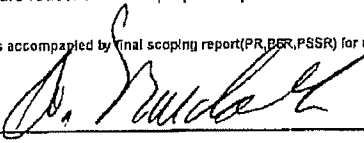
none

ESTIMATED COST TO THE STATE FOR ALL R R INVOLVEMENTS 50

	<u>DATE</u>
Right of Way Estimate prepared by <u>Victor Lee</u>	<u>9/22/11</u>
Railroad Estimate prepared by <u>Lowell W Anderson</u>	<u>9/16/11</u>
Utilities Estimate prepared by <u>Billy E Cooper</u>	<u>8/17/11</u>

I have personally reviewed this R/W Data Sheet and all supporting information I certify that the probable highest and best use estimated values and assumptions are reasonable and proper subject to the limiting conditions set forth and I find this Data Sheet complete and current.

This Data Sheet is not to be signed by Chief unless accompanied by final scoping report (PR, BPR, PSSR) for review and/or signature.

Senior Right of Way Agent  9-29-11

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

FEDERAL AID PROGRAM

DLA LOCATOR:
 PREFIX: HPLUL
 PROJECT NO: 5455(007)
 SEQ NO: 1
 STATE PROJ NO: 0712000110L-N
 AGENCY: DIAMOND BAR
 ROUTE:
 TIP DATA
 MPO: SCAG
 FSTIP YR: 12/13
 STIP REF:
 DISASTER NO:
 BRIDGE NO'S:

PROJECT LOCATION:
 SR-60 AT LEMON AVENUE INTERCHANGE
 TYPE OF WORK:
 CONSTRUCTION OF NEW PARTIAL INTERCHANGE FOR SR 60
 FED RR NO'S:
 PUC CODES:
 PROJ OVERSIGHT: EXEMPT FROM FHWA REVIEW
 ENV STATUS / DT: FONSI 11/26/2008
 RW STATUS / DT:
 INV RTE:
 BEG MP: 22
 END MP: 23

PREV AUTH / AGREE DATES:
 PE:
 R/W:
 CON:
 SPR:
 MCS:
 OTH:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
LY10	20	16	F		URBAN	CA376
LY10	21	43	F		URBAN	CA376

FUNDING SUMMARY

PHASE	PROJECT COST	FEDERAL COST	AC COST
PE	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00
R/W	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$2,226,665.00	\$1,120,000.00
	SUBTOTAL	\$2,226,665.00	\$1,120,000.00
CON	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00
TOTAL:		\$2,226,665.00	\$1,120,000.00

STATE REMARKS

11/03/2011 This is a resubmittal to include additional documents. KCCHU 01/23/2012
 11/29/2011 Seq#1: Obligate \$1,120,000.00 of LY10 for RW. DEMO CA376.
 01/23/2012 This is a re-submittal with additional documents as requested. KCCHU 1/23/2012
 01/23/2012 Seq#1: Obligate \$1,120,000.00 of LY10 for RW. DEMO CA376. RW data sheet attached seperately as requested. NAA.

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: R/W
 FOR: RIGHT OF WAY
 DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: CHU, KO-CHIN
 REVIEWED IN FADS BY: MAFI, PEDRAM
 SUBMITTED IN FADS BY: ABDIN, NAHED
 PROCESSED IN FADS BY: FOGLE, JERILYNN
 APPROVED IN FMIS BY: VENESHIA SMITH

ON 01/23/2012 897-4041
 ON 01/23/2012 651-8899
 ON 02/23/2012 FOR CALTRANS
 ON 02/28/2012 FOR FHWA
 ON 03/02/2012

SIGNATURE HISTORY FOR PROJECT NUMBER 5455(007) AS OF 03/05/2012

FHWA FMIS 4.0 SIGNATURE HISTORY

<u>MOD #</u>	<u>SIGNED BY</u>	<u>SIGNED ON</u>
0	JERILYNN FOGLE	03/01/2012
	GARY J. SWEETEN	03/01/2012
	VENESHIA SMITH	03/02/2012

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

<u>DOCUMENT TYPE</u>	<u>SIGNED BY</u>	<u>SIGNED ON</u>
AUTH/AGREE	ABDIN, NAHED	02/23/2012

EXHIBIT C TO EXHIBIT A

Concurrence Letter

[Attached]



City of Diamond Bar

21810 Copley Drive • Diamond Bar, CA 91765-4178

(909) 839-7000 • Fax (909) 861-3117

www.DiamondBarCA.gov

August 17, 2017

Paul Philips, City Manager
City of Industry
15625 E. Stafford Street
City of Industry, California 91744

Dear Mr. Philips:

At its City Council Meeting of August 15, 2017 the City Council approved the letter authorizing the funding for the Lemon Avenue Interchange Project to the City of Industry.

Enclosed please find the letter of concurrence signed by City Manager Dan Fox.

Sincerely,

Tommye Cribbins
City Clerk

Enc.

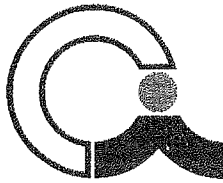
Jimmy Lin
Mayor

Ruth M. Low
Mayor Pro Tem

Carol Herrera
Council Member

Nancy A. Lyons
Council Member

Steve Tye
Council Member



CITY OF INDUSTRY

Incorporated June 18, 1957

August 10, 2017

Ms. Therese W. McMillan
Chief Planning Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2932

Attention: Ms. Fanny Pan

Dear Ms. McMillan:

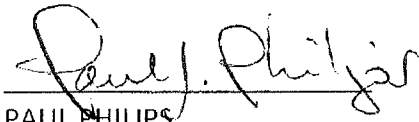
**STATE ROUTE 60/LEMON AVENUE PARTIAL INTERCHANGE (ON & OFF-RAMPS) PROJECT
PROJECT NO. F1121**

On September 27, 2007, your Board approved funding in the amount of \$2,294,000 for the subject project as part of the 2007 Call for Projects. The project was applied for by the City of Diamond Bar with support from the City of Industry. The City of Diamond Bar and the City of Industry have agreed that project will be transferred to the City of Industry for implementation.

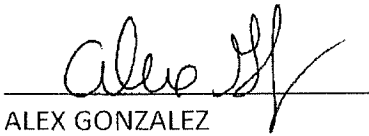
The City of Industry, as the new sponsor, will administer the construction of the project and will be responsible to implement all activities related to securing the local funds from the respective agencies. In order to facilitate the transfer, Industry, Diamond Bar and Metro will work cooperatively to draft the agreements necessary to allow Industry to administer the project. All new agreements will be submitted to the parties for review and approval by their respective legislative bodies.

If you have any questions, please contact me at (626) 333-2211 or your staff may call Josh Nelson, Project Manager, at (626) 956-8038 or Lissette Calleros, Funding Manager, at (909) 979-6587.

Sincerely,



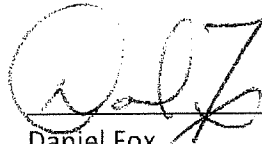
PAUL PHILIPS
City Manager



ALEX GONZALEZ
Director of Development Services & Administration

cc: Los Angeles County Metropolitan Transportation Authority (Brian Lam, Fanny Pan, Will Ritter)
City of Diamond Bar (Kimberly Young, David Liu)

Concur:



Daniel Fox
City Manager
City of Diamond Bar



April 24, 2017

OFFICERS

President
Cynthia Sternquist

1st Vice President
Margaret Clark

2nd Vice President
Vacant

3rd Vice President
Vacant

MEMBERS

Alhambra

Arcadia

Azusa

Baldwin Park

Bradbury

Claremont

Covina

Diamond Bar

Duarte

El Monte

Glendora

Industry

Irwindale

La Cañada Flintridge

La Puente

La Verne

Monrovia

Montebello

Monterey Park

Pasadena

Pomona

Rosemead

San Dimas

San Gabriel

San Marino

Sierra Madre

South El Monte

South Pasadena

Temple City

Walnut

West Covina

*First District, LA County
Unincorporated Communities*

*Fourth District, LA County
Unincorporated Communities*

*Fifth District, LA County
Unincorporated Communities*

SGV Water Districts

Phillip Washington

Chief Executive Officer

Los Angeles County Metropolitan Transportation Authority

One Gateway Plaza

Los Angeles, CA 90012

RE: REQUEST FOR ISSUANCE OF A MEASURE M LETTER OF NO PREJUDICE FOR THE EARLY CONSTRUCTION OF NEW RAMPS AT STATE ROUTE 60 AND LEMON AVENUE.

Dear Mr. Washington:

The cities of Diamond Bar and the City of Industry have for over a decade been working on a project to add new ramps at Lemon Avenue and State Route 60. The construction of the Lemon Ave ramps is intended to fix the existing non-compliant weaving that occurs between the Brea Canyon Road ramps and the State Route 57-60 interchange. Because the Brea Canyon on-ramp is so close to the interchange, drivers entering the freeway are required to cross many lanes quickly to orient themselves to either the SR57 or the SR60. This has been a particular problem for trucks. The Lemon Ave ramp construction includes the removal of the non-compliant Brea Canyon Road ramp and makes Lemon Ave the new point of entry to the freeway in this area. From a safety and traffic congestion perspective, this project will correct a current hotspot on the SR60 freeway and was included in the adopted Mobility Matrix for the San Gabriel Valley as Project ID 384.

The cities of Diamond Bar and the City of Industry were able to secure \$17.5 million in funding for the initial phases of this project and working with Caltrans, completed the construction plans and acquired the necessary rights of way. In July of 2016, the two cities entered into a Betterment Agreement with the San Gabriel Valley Council of Governments (SGVCOG) through its subsidiary, the Alameda Corridor East Construction Authority (ACE) for construction of these new ramps to be done in conjunction with the Fairway Drive grade separation project. Concurrently ACE amended its construction contract for the Fairway Drive Grade Separation project to include this construction work. Total current cost of construction is estimated at \$22.8 million, which will exceed by \$5.3 million the funding obtained by the cities of Diamond Bar and the City of Industry. This project was included in the approved Measure M Highway Efficiency Program as a means to close this funding gap.

With this vital safety related construction for new ramps at Lemon Avenue and State Route 60 already under construction, and with an anticipated completion date of September 2017, it does not make sense to not complete the final phase of construction, and re-bid the remaining work when Measure M funds are formally allocated. To close this funding gap and allow for the timely completion of the new ramps, an early allocation of Measure M funds will be required. In recognition that such needs may occur and to provide for sub-regions to expedite Measure M projects such as this one, on March 9, 2017, Metro issued

a letter authorizing Council of Governments (COG's) to request Metro to issue a "Letter of No Prejudice" for projects that a COG may want to advance.

On April 20, the SGVCOG Governing Board concurred that this is a high priority project to be funded under this sub-region's Highway Efficiency Program and is hereby requesting Metro to issue a "Letter of No Prejudice" allowing the project to proceed and remain eligible to receive Measure M funds upon formal allocation. The SGVCOG is also reserving the right to request from Metro, upon Metro's approval of the Measure M expenditure Guidelines, to advance these funds based on available cash flows or as a loan from one of the other sub-regional programs.

The SGVCOG is excited through this action to deliver the County's first Measure M funded project within 12 months of voter approval of the Measure M ballot. In addition, this project will be leveraging these Measure M funds with over \$3 of outside funding for every \$1 of Measure M funds being allocated. This project also demonstrates the ability of multiple agencies including Caltrans, the SGVCOG, ACE, the cities of Diamond Bar and Industry, and Metro to work successfully together to deliver a taxpayer funded project in a timely and cost effective manner.

Should you have any questions regarding this matter, please contact Mark Christoffels at (626) 962-9292.

Sincerely,



Philip A Hawkey
Executive Director
San Gabriel Valley Council of Governments

cc: Honorable John Fasana, Chair, Metro Board of Directors
Mark Christoffels
City of Diamond Bar
City of Industry
Carrie Bowen, Caltrans District 7 Director

CITY COUNCIL

ITEM NO. 6.8



CITY OF INDUSTRY

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*
Lisette Calleros, Funding Program Consultant, Avant Garde
Joshua Nelson, Project Manager, CNC Engineering *JN*

DATE: February 8, 2018

SUBJECT: Consideration of a Call for Projects Proposition C Funding Agreement (CFP #F1121) between the City of Industry and the Los Angeles County Metropolitan Transportation Authority (Metro) for the Lemon Avenue Partial Diamond Interchange Project

Background:

As part of the 2007 Metro Call for Projects, the Metro Board of Directors at its September 27, 2007 meeting authorized a grant of Proposition C 25% funds in the amount of \$2,294,000 to the City of Diamond Bar for the Lemon Avenue Interchange project, subject to the terms and conditions contained in a Memorandum of Understanding between Diamond Bar and Metro. To date, \$190,607 has been expended on the Project. The City of Diamond Bar also secured Federal SAFETEA-LU funds for the project of which \$7.46 million was de-federalized and repurposed through Metro in June 2016. Metro charges a 3% administrative fee to repurpose and de-federalize SAFETEA-LU funds. Alameda Corridor-East Construction Authority (ACE) has committed to reimburse the Cities of Industry and Diamond Bar for this administrative fee. The City of Industry was able to secure \$5.3 million in Metro Measure M funds which will help fill the financial gap of the Project.

The ROW capital and support costs for the Project has increased beyond the authorized amount in the MOU. The total increase in ROW costs has been estimated to be \$1.3 million. Due to a previous funding shortfall and schedule constraints, the Cities of Industry and Diamond Bar entered a Betterment Agreement with Alameda Corridor-East Construction Authority (ACE) on August 22, 2016 to construct and manage the Project as a construction contract change order to the ongoing Fairway Drive Grade Separation project. This Betterment Agreement defined the improvements to be constructed and

the obligations of each City to reimburse ACE for construction and construction management costs totaling \$19 million.

On October 2, 2012, the City of Industry entered a Memorandum of Understanding (MOU) with the City of Diamond Bar defining the terms and conditions under which the Project's right-of-way (ROW) activities are performed and financed. The scope of work for this Project includes: construction of an eastbound on- and off-ramp; construction of a westbound on-ramp; and removal of the existing eastbound off- and hook on-ramps at Brea Canyon Road. The Project is located within the City of Diamond Bar.

Due to the steep cash requirements for the construction of the Project and City of Diamond Bar's limited financial capabilities, the previously outlined arrangement of payments – the City of Industry will advance City of Diamond Bar's portion of the invoices and then be fully repaid by Diamond Bar upon their receipt of grant reimbursements - detailed in the MOU for the right-of-way phase was not suitable for the construction phase of the Project. In addition, Metro was uncomfortable with this arrangement for payment of construction activities.

The Cities met with Metro on July 19, 2017 to discuss project funding appropriation options. It was agreed upon that the Cities would execute a Concurrence Letter addressed to Metro which will allow Metro to transfer the project sponsorship from the City of Diamond Bar to the City of Industry. The execution of this letter in August 2017 guaranteed the City will be transferred existing local funds that were originally awarded to the City of Diamond Bar. Being that both Cities are parties in the Betterment Agreement with ACE, Metro decided this was the best option to assist the project in moving forward and avoid any lapsing of funds.

An amendment to the MOU between the Cities is being presented to the City Council under a separate item at this meeting. The amendment will account for the transfer of secured grant funds from City of Diamond Bar to City of Industry as well as address a reimbursement owed to Industry in the amount of \$190,608 based on a previous payment made to Diamond Bar by Metro for past ROW costs.

Discussion:

It is necessary for the City of Industry to execute a Funding Agreement with Metro for the use of City acquired grant funds. The agreement specifies the terms, project funding, reporting requirements and expenditure guidelines.

Fiscal Impact:

The total cost to complete the Project is currently estimated at \$22.09 million which includes \$18.2 million for construction by ACE, \$800,000 for construction management by ACE, \$376,000 for work performed under the AAA cooperative agreement, \$916,000 for current construction claims, \$500,000 allowance for contingency, and \$1.3 million for remaining utility relocation costs and ROW support.

The Successor Agency to the Industry Urban-Development Agency will be providing a share of the project costs estimated to be \$7,258,526, which will be paid using agency bond proceeds. The City will be responsible for paying all project costs upfront and seeking reimbursement from Metro and the Successor Agency.

The option of transferring City of Diamond Bar's secured funds to City of Industry will ease the cash requirement for the Project since the grant funds work on a reimbursement basis. The amount of funds to be transferred is estimated to be \$9,345,828 and will include:

- \$2,103,393 of Metro Call for Projects Prop C grant funds
- \$7,242,435 of repurposed earmark funds

The following table summarizes the breakdown of the funding sources for the project.

Current Funding Sources	
Local Funds to be provided by Metro's exchange program	\$7,242,434.56
Metro Call for Projects	\$2,103,393.00
Measure M	\$5,300,000.00
Industry Successor Agency	<u>\$7,258,526.00</u>
	\$21,904,353.56
3% metro admin fee for exchange (ACE to cover costs)	<u>\$223,992.82</u>
Total Funds Available	<u>\$22,128,346.38</u>

Recommendation:

- 1) Staff recommends that the City Council approve and execute the Funding Agreement. Upon approval, this agreement will be forwarded to City of Diamond Bar for execution.

Exhibits:

- A. Funding Agreement between the City of Industry and the Los Angeles County Metropolitan Transportation Authority (LACMTA/Metro) for the Lemon Avenue Partial Diamond Interchange Project

EXHIBIT A

Funding Agreement between the City of Industry and the Los Angeles County
Metropolitan Transportation Authority (LACMTA/Metro) for the Lemon Avenue Partial
Diamond Interchange Project

[Attached]

**CALL FOR PROJECTS
PROPOSITION C
FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into effective as of December 6, 2017 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), the City of Industry ("GRANTEE"), and the City of Diamond Bar ("PARTICIPATING PARTY") for SR-60/Lemon Avenue Partial Interchange (On & Off Ramps) - LACMTA Call for Projects ID# F1121 and FTIP# LA0D399 (the "Project").

WHEREAS, as part of the 2007 Call for Projects, the LACMTA Board of Directors, at its meeting on September 27, 2007, authorized a grant to the PARTICIPATING PARTY, subject to the terms and conditions contained in Memorandum of Understanding (MOU) P000F1121 (The "Existing MOU").

WHEREAS, on August 10, 2017 the GRANTEE, in concurrence with the PARTICIPATING PARTY, requested that the grant sponsorship be transferred from the PARTICIPATING PARTY to the GRANTEE.

WHEREAS, LACMTA and the PARTICIPATING PARTY desire to terminate the Existing MOU in its entirety. By entering into this Funding Agreement, the parties desire that this Agreement will supersede and replace the Existing MOU in its entirety.

WHEREAS, under the LACMTA Federal Transportation Earmark Exchange Program, the PARTICIPATING PARTY exchanged federal transportation earmarks with LACMTA. Under the Federal Transportation Earmark Exchange Program, the PARTICIPATING PARTY is entitled to 97% of the federal transportation earmark value.

WHEREAS, under the LACMTA Federal Transportation Earmark Exchange Program approved by the LACMTA Board of Directors on May 18, 2016, the PARTICIPATING PARTY exchanged \$7,242,435 in federal transportation earmark funds for \$7,242,435 in Proposition C 25% for use on the Project. Proposition C 25% funds are programmed in FY 2017-18, which subject to the terms and conditions contained in this Agreement.

WHEREAS, on September 22, 2017 the PARTICIPATING PARTY, in concurrence with the GRANTEE, submitted a letter to LACMTA transferring the \$7,242,435 in Proposition C 25% through the Federal Transportation Earmark Exchange Program to the GRANTEE for use on the Project.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this Agreement consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the Agreement

2. Part II - General Terms of the Agreement
3. Attachment A - Project Funding
4. Attachment B - Scope of Work
5. Attachment C - Reporting and Expenditure Guidelines
6. Attachment C-1 - Quarterly Progress/Expenditure Report
7. Attachment D - Federal Transportation Improvement Program (FTIP) Sheet
8. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the Agreement and any attachments and the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____ Date: 12/7/17 _____
Deputy

GRANTEE:

CITY OF INDUSTRY

By: _____ Date: _____
Mark D. Radecki
City Mayor

APPROVED AS TO FORM:

By: _____ Date: _____
James M. Casso
City Attorney

FTIP#: LA0D399
PPNO N/A

CFP# F1121
Funding Agreement No. 920000000F1121A

PARTICIPATING PARTY:

CITY OF DIAMOND BAR

By: _____
Ruth M. Low
City Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
David DeBerry
City Attorney

Date: _____

PART I
SPECIFIC TERMS OF THE AGREEMENT

1. Title of the Project (the "Project"): SR-60/Lemon Avenue Partial Interchange (On & Off Ramps). LACMTA Call for Projects ID# F1121, FTIP # LA0D399.
2. LACMTA Board of Directors' action of September 27, 2007 granted a one-time grant of Proposition C 25% funds in the amount of \$2,294,000 for the Project in accordance with the terms of the Existing MOU to the PARTICIPATING PARTY. The PARTICIPATING PARTY has expended \$190,607 of the Existing MOU. On August 10, 2017 the GRANTEE, in concurrence with the PARTICIPATING PARTY, requested that the grant sponsorship be transferred from the PARTICIPATING PARTY to the GRANTEE. The PARTICIPATING PARTY hereby relinquishes the remaining \$2,103,393 Proposition C 25% funds to the GRANTEE.
3. To the extent the Funds are available, LACMTA shall make to GRANTEE a one-time grant of the Proposition C 25% funds in the amount of \$2,103,393 (the "Funds") for the Project in accordance with the terms of this Agreement. The Funds are programmed over 2 years, Fiscal Years (FY) 2008-09; 2009-10. LACMTA Board of Directors' action approved Funds for FY 2008-09 in the amount of \$939,393 and for FY 2009-10 in the amount of \$1,164,000.
4. Under the LACMTA Federal Transportation Earmark Exchange Program, the PARTICIPATING PARTY exchanged federal transportation earmarks with LACMTA. On September 22, 2017, the PARTICIPATING PARTY, in concurrence with the GRANTEE, agreed to transfer the total exchanged federal transportation earmarks to the GRANTEE. The PARTICIPATING PARTY hereby relinquishes the \$7,242,435 in Proposition C 25% funds under the LACMTA Federal Transportation Earmark Exchange Program to the GRANTEE.
5. Under the Federal Transportation Earmark Exchange Program, GRANTEE is entitled to 97% of the federal transportation earmark value. Under the LACMTA Federal Transportation Earmark Exchange Program, LACMTA shall make to GRANTEE a one-time Proposition C 25% funds in the amount of \$7,242,435 (the "Earmark Funds") for the Project in accordance with the terms of this Agreement. The Earmark Funds are programmed over 1 years, FY 2017-18.
6. The Project Funding documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed budget for the Project, including the Funds and the Earmark Funds granted by LACMTA and GRANTEE'S local match requirement (the "GRANTEE Funding Commitment"). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
7. GRANTEE shall complete the Project as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Attachment B. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by GRANTEE including, without limitation, Project milestones consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a GRANTEE is consistently behind schedule in meeting

milestones or in delivering the Project, then LACMTA will have the option to terminate this Agreement for default as described in Part II, Section 9.

8. Eligible Project expenses are defined in the Reporting and Expenditure Guidelines (Attachment C). The form of the Quarterly Progress/Expenditure Report is attached as Attachment C-1. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of the Scope of Work.

9. The "FTIP PROJECT SHEET (PDF)" is attached as Attachment D and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <https://program.metro.net>. All projects that receive funding through the LACMTA Call for Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption to be consistent with the terms of this Agreement, as amended from time to time. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE'S ability to access funding, delay the Project and may ultimately result in the Funds and/or Earmark Funds being lapsed. LACMTA shall review and approve any changes GRANTEE makes to the FTIP prior to incorporating such changes in to the TIP.

10. Amendments to this Agreement shall be in writing executed by the parties. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds and/or Earmark Funds shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee, the GRANTEE, and the PARTICIPATING PARTY.

11. Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt by the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Brian Lam; Mail Stop 99-22-4
Email: lamb@metro.net

GRANTEE's Address:

City of Industry
15625 E. Stafford Street
City of Industry, CA 91744
Alex Gonzalez.
Email: alex@cityofindustry.org

PARTICIPATING PARTY's Address:

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765
Kimberly M. Young
Email: kyoung@diamondbarca.gov

12. On September 26, 2002, the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds through the Call for Projects, GRANTEE must meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirement, including, without limitation, suspension and re-implementation.

13. This Agreement hereby supersedes and replaces the Existing MOU in its entirety. The Existing MOU is hereby terminated and is no longer of any force or effect.

PART II
GENERAL TERMS OF THE AGREEMENT

1. TERM:

1.1 The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds and Earmark Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting Guidelines (Attachment C) incurred after the Effective Date shall be reimbursed in accordance with the terms and conditions of this Agreement. The parties understand and agree there are certain covenants and agreements which specifically remain in effect after expiration or termination of this Agreement.

1.2 Should LACMTA determine there are insufficient Funds and/or Earmark Funds available for the Project; LACMTA may terminate this Agreement by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after the effective date of such termination, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be in equal proportion of the grant to GRANTEE Funding Commitment ratio.

2. **INVOICE BY GRANTEE:** Unless otherwise stated in this Agreement, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 4.1 of this Agreement, and other documents as required by LACMTA, shall satisfy LACMTA invoicing requirements.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# F1121 and FA# 920000000F1121A

Brian Lam; Mail Stop 99-22-4

3. USE OF FUNDS:

3.1 GRANTEE shall utilize the Funds and/or Earmark Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the most recently adopted LACMTA Proposition C Guidelines for the type of Proposition C funds granted by LACMTA hereunder (the "Guidelines").

3.2 GRANTEE shall not use the Funds and/or Earmark Funds to substitute for any other funds or projects not specified in this Agreement. Further, GRANTEE shall not use the Funds and/or Earmark Funds for any expenses or activities beyond the approved Scope of Work (Attachment B).

*3.3 GRANTEE must use the Funds and/or Earmark Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE'S contracting procedures and consistent with State law. GRANTEE will also use the Funds and/or Earmark Funds in the most cost-effective manner when the Funds and/or Earmark Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

*3.4 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds and/or Earmark Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.5 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form. For the ITS policy and form, also see http://www.metro.net/projects/call_projects/.

3.6 If any parking facilities are designed and/or constructed using the Funds and/or Earmark Funds, GRANTEE shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://www.metro.net/projects/call_projects/.

3.7 GRANTEE is obligated to continue using the Project consistent with the public transportation purposes for which the Project was approved. The Project right-of-way and real property purchased to implement the Project shall remain dedicated to public transportation use. The obligations set forth in this section shall survive termination of this Agreement.

3.8 If GRANTEE desires to use the Funds and/or Earmark Funds to purchase or lease equipment including, without limitation, vehicles, office equipment,

computer hardware or software, or other personal property ("Equipment") necessary to perform or provide the services set forth in the Scope of Work, GRANTEE must obtain LACMTA's written consent prior to purchasing or leasing any Equipment. Equipment purchased or leased without such prior written consent shall be deemed an unallowable expenditure of the Funds and/or Earmark Funds. Equipment acquired as part of the Project shall be dedicated to that Project use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

3.9 If an Equipment ceases to be used for the proper use as originally stated in the Scope of Work, GRANTEE will be required to return to LACMTA the Funds and/or Earmark Funds used to purchase or lease such Equipment in proportion to the useful life remaining and in equal proportion of the Funds and/or Earmark Funds to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.10 If any Project facilities or any real property purchased to implement the Project is no longer used or is no longer needed for the Project, including construction easements or excess property, GRANTEE will be required to return to LACMTA the Funds and/or Earmark Funds used to design, construct or acquire such Project facilities or real property in equal proportion of the grant to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.11 If GRANTEE desires to use any Project facility or any real property purchased to implement the Project to generate revenue, GRANTEE shall first obtain LACMTA's written consent prior to entering into any such revenue generating arrangement. GRANTEE shall provide LACMTA with the applicable information regarding the transaction, including without limitation, the property at issue, the proposed use of the property, the amount of revenue, any impact to the Project and the proposed use of the revenue. LACMTA consent may be conditioned on whether bond funds were used, and how GRANTEE plans to use the revenue, including, without limitation, sharing any net revenues with LACMTA. If GRANTEE fails to obtain LACMTA's prior written consent, GRANTEE shall be considered in default and LACMTA shall have all rights and remedies available at law or in equity, including, without limitation the return of the Funds and/or Earmark Funds to cover the cost of the property in question. The obligations set forth in this section shall survive termination of this Agreement.

3.12 GRANTEE understands that this Agreement does not provide any rights for GRANTEE to use LACMTA real property needed for the Project. If the Project requires use of LACMTA Property, GRANTEE will need to enter into a separate agreement with LACMTA in accordance with LACMTA real property policies and procedures. Nothing in this Agreement obligates LACMTA to provide GRANTEE with any real estate right.

4. DISBURSEMENT OF FUNDS:

4.1 GRANTEE shall submit the Quarterly Progress/Expenditure Report (Attachment C-1) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Should GRANTEE fail to submit such reports within

10 days of the due date and/or GRANTEE submits incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, approved. The Quarterly Progress/Expenditure Report shall include all supporting documentation (such as contractor invoices, timesheets, receipts, etc.) with a clear justification and explanation of their relevance to the Project for reimbursement. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.

4.2 Disbursements shall be made on a reimbursement basis in accordance with the provisions of this Agreement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at http://www.metro.net/projects/call_projects/call_projects-reference-documents/.

4.4 GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report.

4.5 GRANTEE shall demonstrate that the GRANTEE Funding Commitment has been spent in direct proportion to the Funds and/or Earmark Funds invoiced with each quarter's expenditures.

4.6 Expenses that are not invoiced within 60 days after the lapsing date specified in Part II, Section 8.1 below are not eligible for reimbursement.

4.7 Any Funds and/or Earmark Funds expended by GRANTEE prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds and/or Earmark Funds are awarded shall be spent at GRANTEE'S own risk.

4.8 Commencing with the Effective Date, Funds and/or Earmark Funds will be made available to GRANTEE for all work related to the initial Project milestone identified in Attachment B - Scope of Work. Funds and/or Earmark Funds for subsequent Project milestones will not be available until GRANTEE provides evidence that the current Project milestone has been completed, or is clearly on track to be completed on the approved schedule stated in Attachment B, as determined by LACMTA.

5. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

*5.1 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit

within nine months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with this Agreement and the Guidelines. GRANTEE'S eligible expenditures submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (Attachment C) and 2 CFR Subtitle A, Chapter II, Part 200. The allowability of costs for GRANTEE'S contractors, consultants and suppliers submitted to LACMTA through Recipient's Quarterly Progress Reports/Expenditures shall be in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or, 48 CFR Part 31 (FAR), whichever is applicable. Any use of the Funds and/or Earmark Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and/or Earmark Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE shall return such monies within thirty (30) days after the final audit is sent to GRANTEE.

*5.2 GRANTEE'S records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

*5.3 GRANTEE shall cause all contractors to comply with the requirements of Part II, Sections 5.1 and 5.2 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

*5.4 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

*5.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA,

and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

5.6 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or Earmark Funds, and/or recommend not to award future Call for Projects grants to GRANTEE if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds and/or Earmark Funds or failure to return Funds and/or Earmark Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement and the Guidelines, including the access to records provisions of Part II, Section 5.

*5.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

*5.8 GRANTEE shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 CFR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.9 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 FAR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.10 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on GRANTEE'S own records and audit work to minimize direct audit of contractors, consultants, and suppliers.

6. **ONE TIME GRANT:** This is a one time only grant subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

7. **SOURCES AND DISPOSITION OF FUNDS:**

7.1 The obligation for LACMTA to grant the Funds and/or Earmark Funds for the Project is subject to sufficient Funds and/or Earmark Funds being made available for the Project by the LACMTA Board of Directors. If such Funds and/or Earmark Funds are not made available for the Project, LACMTA shall have no obligation to provide the Funds and/or Earmark Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, as identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds and/or Earmark Funds identified in Attachment A are insufficient to

complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

7.3 GRANTEE shall be responsible for any and all cost overruns for the Project.

7.4 At any time, if GRANTEE receives outside funding for the Project in addition to the Funds and/or Earmark Funds identified in the Project Funding at the time this grant was awarded, this Agreement shall be amended to reflect such additional funding.

7.5 If, at the time of final voucher, available funding for the Project (including the Funds and/or Earmark Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this Agreement as specified in the Project Funding and both the Funds and/or Earmark Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds and/or Earmark Funds at its sole discretion, including, without limitation, programming the unused Funds and/or Earmark Funds to another project or to another GRANTEE. If, at the time of final voucher, it is determined that GRANTEE has received Funds and/or Earmark Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

8. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

8.1 GRANTEE must demonstrate timely use of the Funds and/or Earmark Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the Agreement; milestones include, but are not limited to the following:
 - a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds and/or Earmark Funds were first programmed; and
 - b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
 - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of

completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and

- (iii) submitting the Quarterly Progress/Expenditure Report;
- (iv) funds programmed for FY 2008-09 and FY 2009-10 are subject to lapse on February 28, 2018; and
- (v) expending the Earmark Funds by June 30, 2020 (lapse date), within 36 months from July 1 of FY 2017-18.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the Agreement. If the Project does not meet the milestone due dates as agreed upon in the Agreement, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the Agreement (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the Agreement, LACMTA may grant an administrative schedule update as long as the Funds and/or Earmark Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the Agreement, LACMTA may recommend potential deobligation of the Funds and/or Earmark Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

8.3 Recertification of Funds and/or Earmark Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the Agreement.

8.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds and/or Earmark Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds and/or Earmark Funds are deobligated, this Agreement shall automatically terminate.

8.5 If GRANTEE fails to meet any of the conditions in paragraph 8.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.

9. **DEFAULT:** A Default under this Agreement is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein or in the Guidelines; (ii) GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project; or (iii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of

Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

10. **REMEDIES:**

10.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make no further disbursements of Funds and/or Earmark Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds and/or Earmark Funds disbursed to GRANTEE as allowed by law or in equity.

10.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 10.1, GRANTEE shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds and/or Earmark Funds expended after termination shall be the sole responsibility of GRANTEE.

10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

11. **COMMUNICATIONS:**

*11.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

*11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

*11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

*11.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project

Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. GRANTEE failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

12. **OTHER TERMS AND CONDITIONS:**

12.1 This Agreement, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

12.2 In the event that there is any court (proceeding between the parties to enforce or interpret this Agreement, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

*12.3 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this Agreement. GRANTEE shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement.

12.4 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

*12.5 GRANTEE shall comply with and insure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all

applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

12.6 GRANTEE agrees that those sections of this Agreement marked with an asterisk shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.

12.7 GRANTEE shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.

12.8 This Agreement shall be governed by California law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12.9 The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.10 GRANTEE will advise LACMTA prior to any key Project staffing changes.

12.11 GRANTEE in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A - PROJECT FUNDING

CFP#: F1121
FTIP#: LA0D399

FA# 92000000F1121A
PPNO: N/A

PROJECT TITLE: State Route 60/Lemon Avenue Partial Interchange (On & Off Ramps)

GRANTEE/ PROJECT SPONSOR: City of Industry
(\$ in Actual Dollars)

(LACMTA Programmed Funding and Sponsors Match Only)

PROGRAMMED FUNDS	FY 2008-09	FY 2009-10	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	TOTAL BUDGET	% OF BUDGET
LACMTA PROGRAMMED FUNDING:								
SELECT:								
Proposition C 25%	\$ 939,393	\$ 1,164,000					\$ 2,103,393	12.5%
LACMTA SUBTOTAL							\$ 2,103,393	12.5%
GRANTEE/SPONSOR MATCH:								
Grantee Funding Commitment (specify type) (Write specific type of funding match)								
SELECT:								
LACMTA Federal Transportation Earmark Exchange Program					\$ 7,242,435		\$ 7,242,435	43.0%
Successor Agency Bonds					\$ 7,258,526		\$ 7,258,526	43.1%
ACE 3% Metro Admin Fee for Exchange					\$ 223,992		\$ 223,992	1.3%
GRANTEE / PROJECT SPONSOR MATCH SUBTOTAL							\$ 14,724,953	87.5%
TOTAL PROGRAMMED FUNDING	\$ 939,393	\$ 1,164,000	\$ -	\$ -	\$ 14,724,953	\$ -	\$ 16,828,346	100.0%

*Note: Current total project cost is estimated at \$22,092,000. The City of Industry is working with the SGVCOG to obtain \$5,300,000 of Measure M Multi-year Subregional Program Funds to cover the funding shortfall.

ATTACHMENT B

SCOPE OF WORK

PROJECT NAME:

SR-60/Lemon Avenue Partial Interchange (On & Off-Ramps) Construction

PROJECT LOCATION:

In the City of Diamond Bar on Lemon Avenue at SR-60

PROJECT DESCRIPTION:

The project will construct a partial (three-legged) interchange with a westbound on-ramp, an eastbound off-ramp, and an eastbound on-ramp at Lemon Avenue. It will also permanently remove the existing eastbound off- and on-ramps at Brea Canyon Road. A segment of the existing sound wall along the eastbound SR-60 west of Lemon Avenue will be removed and new sound walls will be installed along the edge of the roadway near the eastbound off- and on-ramps.

PROJECT COST:

ACE Betterment Agreement (CON & CON Management)	\$19,000,000.00
Remaining Utility Costs	\$1,300,000.00
Caltrans AAA - OE	\$376,000.00
Current Construction Claims	\$916,000.00
Allowance for Contingency	\$500,000.00
TOTAL	\$22,092,000

PROJECT FUNDING:

LACMTA – Prop C 25%	\$2,103,393.00
LACMTA – Federal Transportation Earmark Exchange Program	\$7,242,434.56
Local Match – Successor Agency to the Industry Urban-Development Agency	\$7,258,526.00
Local Match – ACE – 3% Metro Admin Fee for Exchange	\$223,992.82
TOTAL	\$16,828,346.38*

*Grantee is working with the San Gabriel Valley Council of Governments (SGVCOG) to obtain \$5,300,000 of Measure M Multi-year Subregional Program funds to cover the funding shortfall.

PROJECT SCHEDULE:

<i>Milestone</i>	<i>Start</i>	<i>End</i>	<i>Duration (months)</i>
Complete PA/ED		October 2010	
Complete PS&E		May 2015	
ROW Certification		October 2015	
Construction	November 2016	March 2018	17
Project Closeout	April 2018	September 2018	6

FA ATTACHMENT C REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment C-1**) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at **ACCOUNTSPAYABLE@METRO.NET** or by mail to **Los Angeles County Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296**. Please note that letters or other forms of documentation may **not** be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEES are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project’s final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (FA Attachment B) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment B). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her/her designee.

DEFINITIONS

- Local Participation: Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
 - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
 - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
 - Donations of volunteer services dedicated to the project.
 - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”,

please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations.*

- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered ineligible.

LACMTA FA ATTACHMENT C-1

QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000F
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

after the close of each quarter, but no later than November 30, February 28,

May 31 and August 31. Please note that letters or other forms

of documentation may **not** be substituted for this form. Refer to the

Reporting and Expenditure Guidelines (Attachment C) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Grant \$	Local Match (Incl. In-Kind) \$	Local Match %	Total \$
Project Quarter Expenditure				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2014-2015 2015-2016 2016-2017
 2017-2018 2018-2019 2019-2020

Quarter : Q1: Jul - Sep Q2: Oct - Dec
 Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

RSTI Pedestrian Signal Synchronization
 TDM Bicycle Goods Movement
 Transit

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	

Project Sponsor Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. **PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.**

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original FA schedule
- Less than 12 months behind original schedule
- Between 12-24 months behind original schedule
- More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- Yes
- No
- Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
- No
- Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
TOTAL				

Notes:

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing. ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107. ACH Request Forms can be found at www.metro.net/callforprojects. Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature

Date

Name

Title

CITY COUNCIL

ITEM NO. 6.9



CITY OF INDUSTRY

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*
Lisette Calleros, Funding Program Consultant, Avant Garde
Joshua Nelson, Project Manager, CNC Engineering *JN*

DATE: February 8, 2018

SUBJECT: Consideration of Amendment No. 1 to the Call for Projects Funding Agreement (CFP #F5100) between the City of Industry and the Los Angeles County Metropolitan Transportation Authority (Metro) for the SR 57/60 Confluence, Grand Avenue at Golden Springs Drive

Background:

On November 18, 2014, the City entered into a Funding Agreement ("Agreement") with Los Angeles County Metropolitan Transportation Authority ("LACMTA" or "Metro"), defining the terms and conditions under which the SR-57/60 Confluence, Grand Avenue at Golden Springs Drive ("Project") activities are performed and financed. The Project includes the improvements to the Grand Avenue and Golden Springs Drive Intersection, which is a precursor to further improvements in the SR 57/60 Confluence Project. A new golf course tunnel will be constructed under Grand Avenue as part of the widening. The project will also widen Golden Springs Drive between Copley Drive and Racquet Club Drive to add a westbound left-turn lane and a dedicated right-turn lane, widen sidewalks and add pedestrian countdown signals.

The majority of the widening is within City of Diamond Bar right of way. Staff will coordinate with the city of Diamond Bar to obtain the necessary permits to allow for the work. Furthermore, staff has met with representatives from Los Angeles County Department of Parks and Recreation to discuss the required right of way and temporary construction easements that will be required in order to implement the project.

Through Metro's 2011 Call for Projects, the City secured \$6.7 million in local Proposition C grant funds for a 40% share in project costs related to the right of way acquisition, construction and construction management. The remaining 60% share is expected to be funded in bond proceeds from the Successor Agency to the Industry Urban-Development Agency. The total project costs are estimated at \$16,818,915.

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 Agreement, all funds programmed for: FY2014/15 were subject to lapse on June 30, 2017; FY2015/16 were subject to lapse on June 30, 2018; and FY2016/17 were subject to lapse on June 30, 2019.

With design at 95% completion, the Metro Project Manager began working with the City to process an amendment after the lapsing date of June 30, 2017. 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 an amendment to extend the lapsing date allows the City to keep their funding without having to appear before the Metro Technical Advisory Committee (TAC) and requesting to do so.

Discussion:

A first amendment is necessary to extend the lapsing date of all project funds to June 30, 2019. Construction is expected to begin in June 2018 with completion scheduled for August 2019.

Amendment No. 1 also includes the following revisions:

- Part II, Paragraph 8 of the existing Agreement is being amended by deleting it in its entirety and replacing it with Metro's "Timely Use of Funds/Reprogramming of Funds."
- Attachment B - Scope of Work is to be amended by deleting the Project Schedule and replacing it with a Revised Project Schedule.

Fiscal Impact:

There are no costs associated with the first amendment. However, should the City of Industry not approve this amendment they would risk losing \$6.7 million in funding.

Recommendation:

- 1) Staff recommends that the City Council approve and execute Amendment No. 1

Exhibits:

- A. Amendment No. 1 to the Call for Projects Funding Agreement (CFP #F5100) between the City of Industry and the Los Angeles County Metropolitan Transportation Authority for the SR 57/60 Confluence, Grand Avenue at Golden Springs Drive Project

EXHIBIT A

Amendment No. 1 to the Call for Projects Funding Agreement (CFP #F5100) between the City of Industry and the Los Angeles County Metropolitan Transportation Authority (Metro) for the SR 57/60 Confluence, Grand Avenue at Golden Springs Drive

[Attached]

AMENDMENT No. 1 TO FUNDING AGREEMENT
BETWEEN CITY OF INDUSTRY AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to Funding Agreement (this "Amendment"), is dated as of September 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 Funding Agreement No. 920000000F5100, dated November 18, 2014, (the "Existing FA"), which Existing FA provides for the SR 57/60 Confluence, Grand Avenue at Golden Springs Drive (the "Project"); and

B. Whereas, LACMTA Board on July 27, 2017, desires to extend the lapsing date of the Project to June 30, 2019; and

C. GRANTEE and LACMTA desire to amend the Existing FA 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 II, Paragraph 8 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“8. TIMELY USE OF FUNDS/REPROGRAMMING OF FUNDS:

8.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the FA; milestones include, but are not limited to the following:
 - a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
 - b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
 - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) funds programmed for FY 2014-15, FY 2015-16, and FY 2016-17 are subject to lapse on June 30, 2019.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the FA. If the Project does not meet the milestone due dates as agreed upon in the FA, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the FA (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the FA, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will

not meet the lapse date in the FA, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

8.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the FA.

8.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

8.5 If the GRANTEE fails to meet any of the conditions in paragraph 8.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement."

2. Attachment B – Scope of Work, attached to the Existing FA is hereby amended by deleting the Project Schedule and replacing it with the following Revised Project Schedule.

FA Milestones	Original FA Schedule in Scope of Work		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance		Completed Dec 2013		December 2013
Design Bid & Award	September 2014	December 2015		
Design	September 2014	June 2016	June 2015	September 2017
Right-of-Way Acquisition	January 2015	June 2016	January 2016	September 2017
Construction Bid & Award	June 2016	August 2016	October 2017	January 2018
Construction	August 2016	July 2017	April 2018	June 2019
Total Project Duration (Months)	35		48	

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

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 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: 12/18/17

CITY OF INDUSTRY

By: _____
Mark D. Radecki
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
James M. Casso
City Attorney

Date: _____

CITY COUNCIL

ITEM NO. 6.10



CITY OF INDUSTRY

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, Cordoba Corporation
Juan Diaz, Project Manager, JMDiaz, Inc.

DATE: February 8, 2018

SUBJECT: Consideration of authorization to advertise for solicitation of public bids for Project No. CIP-ST-18-022-B, Auto Mall Alley Safety Improvements, for an estimated cost of \$51,000.00

Background:

At the direction of the City Staff, JMDiaz, Inc. ("JMD") has prepared plans and specifications for the above project. This project will be implemented as Project No. CIP-ST-18-022-B, subject to the approval by the City Council.

The scope of work involves the construction of a cross gutter, raised markers, and signage to reduce vehicle speed along Auto Mall Car Dealership Alley.

Fiscal Impact:

City Staff is anticipating a project cost of approximately \$51,000.00. An appropriation will be requested at the time of award from the 2015 bond proceeds to Account No. 120-702-5130. No fiscal impact at this time.

Recommendation:

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

Exhibits:

- A. Notice Inviting Bids
- B. Engineer's Estimate
- C. Section A, Pages A-1 through A-9
- D. Reduced Set of Project Plans

PJP/AG/RR/JD:af

EXHIBIT A

Notice Inviting Bids

[Attached]

NOTICE INVITING BIDS FOR:

**CITY OF INDUSTRY
PROJECT NO. CIP-ST-18-022-B**

AUTO MALL ALLEY SAFETY IMPROVEMENTS

AGREEMENT NO. DS-18-025-B

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **1:00 P.M.** on **March 15, 2018**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <http://www.cityofindustry.org/?p=proposal-and-bid>.

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

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Digital versions of the plans and specifications are available on the vendor portal.

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

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

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

(Continued)

The Scope of Work is as follows: Construct cross gutter, raised markers, and signage to reduce vehicle speed along Auto Mall Car Dealership Alley.

Plans and Specifications are available for inspection at the City Administrative Office located at 15625 E. Stafford Street, Suite 100, City of Industry, California 91744. Starting January 16, 2018 City Hall Hours will be: Monday-Thursday, 8:00 a.m. to 5:00 p.m. with alternate Fridays from 8:00 a.m. to 4 p.m. City Hall will be closed every other Friday starting on January 26, 2018.

One pre-bid meeting will be conducted by the Engineer at the job site on **Thursday, March 1, 2018 at 10:00 a.m.** The pre-bid meeting is not mandatory but all bidders are encouraged to attend. Attendees will meet at the Hatcher Avenue Cul-de-sac.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on Thursday, March 8, 2018 at 1:00 p.m.

**CITY OF INDUSTRY
PROJECT NO. CIP-ST-18-022-B**

AUTO MALL ALLEY SAFETY IMPROVEMENTS

AGREEMENT NO. DS-18-025-B

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

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

By the order of the **CITY OF INDUSTRY** dated **February 8, 2018**.

Diane M. Schlichting, Chief Deputy City Clerk

EXHIBIT B

Engineer's Estimate

[Attached]

ESTIMATE FOR:

CITY OF INDUSTRY

PROJECT NO. CIP-ST-18-022-B

AUTO MALL ALLEY SAFETY IMPROVEMENTS

AGREEMENT NO. DS-18-025-B

**ENGINEER'S ESTIMATE
\$51,000.00**

EXHIBIT C

Section A – Pages A-1 through A-9

[Attached]

SECTION A

**CITY OF INDUSTRY
PROJECT NO. CIP-ST-18-022-B**

AUTO MALL ALLEY SAFETY IMPROVEMENTS

AGREEMENT NO. DS-18-025-B

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **1:00 P.M.** on **March 15, 2018**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <http://www.cityofindustry.org/?p=proposal-and-bid>.

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

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Digital versions of the plans and specifications are available on the vendor portal.

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

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

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

The Scope of Work is as follows: Construct cross gutter, raised markers, and signage to reduce vehicle speed along Auto Mall Car Dealership Alley

Plans and Specifications are available for inspection at the City Administrative Office located at 15625 E. Stafford Street, Suite 100, City of Industry, California 91744. Starting January 16, 2018 City Hall Hours will be: Monday-Thursday, 8:00 a.m. to 5:00 p.m. with alternate Fridays from 8:00 a.m. to 4 p.m. City Hall will be closed every other Friday starting on January 26, 2018.

One pre-bid meeting will be conducted by the Engineer at the job site on **Thursday, March 1, 2018 at 10:00 a.m.** The pre-bid meeting is not mandatory but all bidders are encouraged to attend. Attendees will meet at the Hatcher Avenue Cul-de-sac.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on Thursday, March 8, 2018 at 1:00 p.m.

The bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **CITY OF INDUSTRY**. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the CITY. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited. If the bid guarantee is a Cashier's Check it must be delivered to City Hall prior to the bid opening date and time. The Cashier's Check shall be sealed in an envelope, endorsed as follows: AGREEMENT NO. DS-18-025-B - AUTO MALL ALLEY SAFETY IMPROVEMENTS, City Administrative Offices, 15625 E. Stafford Street, Suite 100, City of Industry, California 91744. If a bid bond is chosen, a scanned PDF will be accepted through PlanetBids™, however, the three apparent low bidders will be contacted to submit the original bid bond to the City and will be given a deadline to submit.

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

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

CONTRACTOR

INSURANCE

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

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

Contractor shall provide the following types and amounts of insurance:

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

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

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

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

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;

- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

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

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

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

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

The named insureds shall be Contractor and City, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design work) of any tier and suppliers shall be included as additional insureds as their interests

may appear. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to the City. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the City. The City will act as a fiduciary for all other interests in the Project.

A Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. Such insurance shall be on a form acceptable to the City to ensure adequacy of terms and sublimits and shall be submitted to the City prior to commencement of construction.

Other provisions or requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXPERIENCE AND SAFETY

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

PREVAILING WAGES

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California

Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 ", for Los Angeles County. Wage rates shall conform to those on file at City Hall and the Project site.

B. The following Labor Code sections are hereby referenced and made a part of this Agreement:

- (i) Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- (ii) Section 1777.4, Apprenticeship Requirements.
- (iii) Section 1777.5, Apprenticeship Requirements.
- (iv) Section 1813, Penalty for Failure to Pay Overtime.
- (v) Section 1810 and 1811, Working Hour Restrictions.
- (vi) Section 1775, Payroll Records.
- (vii) Section 1773.8, Travel and Subsistence Pay.

CONTRACTOR REGISTRATION PROGRAM

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

LABOR COMPLIANCE MONITORING AND ENFORCEMENT

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

AGREEMENT

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

SURETY BONDS

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

By the order of the **CITY OF INDUSTRY** dated **February 8, 2018**.

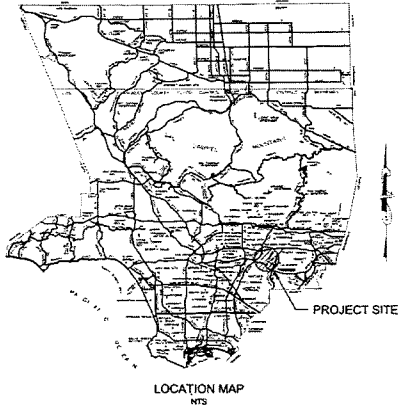
Diane M. Schlichting, Chief Deputy City Clerk

EXHIBIT D

Reduced Set of Project Plans

[Attached]

CITY OF INDUSTRY AGREEMENT NO. DS-18-025-B AUTO MALL ALLEY SAFETY IMPROVEMENTS PROJECT NO. CIP-ST-18-022-B

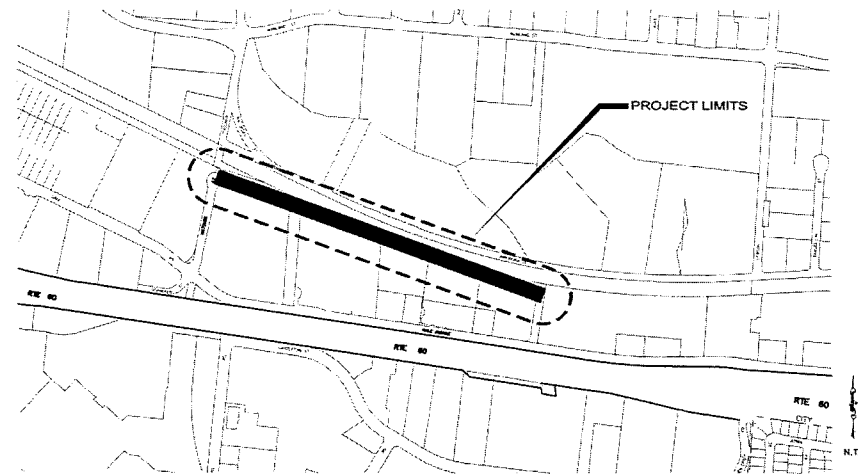


GENERAL NOTES

1. UNLESS OTHERWISE NOTED, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CURRENT EDITION WITH ALL CURRENT SUPPLEMENTS, PUBLISHED BY BUELLING HEISS INC., LOCATED AT 2005 OVERLAND AVE., LOS ANGELES AND APPROPRIATE STANDARD DRAWINGS.
2. PRIOR TO BEGINNING ANY WORK, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE CITY OF INDUSTRY, ENGINEERING OFFICE, 15625 EAST STAFFORD STREET, CITY OF INDUSTRY, CA 91744, (806) 333-2211.
3. ALL WORK COVERED BY THIS PLAN SHALL BE INSPECTED BY THE CITY ENGINEER. REQUEST FOR INSPECTION SERVICE SHALL BE MADE 48-HOURS IN ADVANCE AT (806) 934-5183.
4. STREET IMPROVEMENT CONSTRUCTION SHALL BE DONE ACCORDING TO THE STANDARD PLANS OF THE CITY OF INDUSTRY, AVAILABLE AT THE ENGINEERING OFFICE OF THE CITY ENGINEER AT 15625 EAST STAFFORD STREET, CITY OF INDUSTRY, CA 91744.
5. WORK IN EXISTING STREETS SHALL BE COMPLETED AS SOON AS POSSIBLE TO MINIMIZE INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND THE TRAVELING PUBLIC. FAILURE TO COMPLY WITH THIS REQUIREMENT IS A VIOLATION OF CITY ORDINANCE.
6. THE CONTRACTOR SHALL NOTIFY THE LOS ANGELES COUNTY FIRE DEPARTMENT (818) 963-2417 AND THE LOS ANGELES SHERIFF DEPARTMENT (818) 330-3022 AT THE CITY OF INDUSTRY SUBSTATION AT LEAST 48-HOURS PRIOR TO START OF WORK.
7. 48-HOURS PRIOR TO ANY STREET WORK, THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT AT 1 (800) 424-4133 AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
8. THE OPTION OF USING BLACK IN LIEU OF CRUSHED AGGREGATE BASE FOR ANY STREET IMPROVEMENT IS NOT ALLOWED. "CLASS 2 AGGREGATE BASE" MEETING THE GRADING AND QUALITY REQUIREMENTS OF CALTRANS STANDARD SPECIFICATION SECTION 26-1.03B, AND INSTALLED PER CALTRANS STANDARD SPECIFICATION SECTION 26-1.03 MAY BE USED IN LIEU OF CRUSHED AGGREGATE BASE. EXISTING CONCRETE IMPROVEMENTS AND ASPHALT CONCRETE PAVEMENT.
9. SHALL BE SAW CUT, FULL DEPTH, TO A TRUE LINE WHERE NEW CONCRETE OR ASPHALT IS TO JOIN.
10. ALL MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE IN ACCORDANCE WITH SECTION 301-1.5 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
11. THE CONTRACTOR SHALL PROTECT AND RESTORE EXISTING UTILITIES AND IMPROVEMENTS AS PER SECTION 5-1, 5-2, AND 7-9 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES OF EVERY NATURE WHETHER SHOWN HEREON OR NOT, TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF SAID UTILITIES DAMAGED BY OPERATIONS IN CONNECTION WITH THE PROSECUTION OF THE WORK.
13. THE FOLLOWING IS A LIST OF THE UTILITY COMPANIES AND THE PERSONS TO CONTACT REGARDING THE RESPECTIVE UTILITIES WITHIN THE LIMITS OF THIS PROJECT:

AMIN ABU-LEHODA FRONTIER COMMUNICATION	(951) 469-6309
HECTOR HERNANDEZ SAN GABRIEL VALLEY WATER CO.	(826) 448-6153
GABRIEL DAVALOS SO. CALIFORNIA GAS COMPANY (DISTRIBUTION)	(714) 634-3040
MR. JOE ZAVALA SOUTHERN CALIFORNIA EDISON (CITY OF INDUSTRY)	(909) 592-3728
MIGUEL FLORES SOUTHERN CALIFORNIA EDISON	(909) 394-2816
GEORGE PAPIK LADPWI STORM DRAIN DESIGN	(826) 458-4060
LOUIS GARDON CHARTER COMMUNICATIONS	(826) 639-0851

14. ANY CONTRACTOR OR SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.



SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	STREET PLAN
3	CROSS CUTTER DETAIL

LIST OF STANDARD DRAWINGS

CITY OF INDUSTRY STD. PLAN NO. 112
CITY OF INDUSTRY STD. PLAN NO. 113

ABBREVIATIONS:

AC	ASPHALT CONCRETE	LP	LOW POINT	SC	SOUTHERN CALIFORNIA EDISON
BC	BEGIN CURVE	MDC	MIDDLE OF CURVE	SO	SAN GABRIEL VALLEY WATER CO.
BCR	BEGIN OF CURVE RETURN	OG	ORIGINAL GROUND	MIN	MINIMUM
BVC	BEGINNING OF VERTICAL CURVE	OC	ON CENTER	BNRY	BOUNDARY
BW	BACK OF WALK	OP/PL	OVERHEAD POWER OF PHONE LINES	TP	TYPICAL
CAB	CRUSHED AGGREGATE BASE	OP/W	OVERHEAD 80KV POWER LINES	SP/WC	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
CBS	CATCH BASIN	OP/O	OVERHEAD 120KV POWER LINES	CMS	CITY OF INDUSTRY WATER WORKS SYSTEM
C&C	CURB AND CUTTER	OP/H	OVERHEAD VERIZON PHONES LINES	TRANS	TRANSITION
CL	CENTER LINE	PCC	PORTLAND CEMENT CONCRETE	ICV	IRRIGATION CHECK VALVE
CLT	CHAIN LINK FENCE	POC	POINT ON CURB		
CSD	CASING	PNC	POINT ON REVERSE CURB		
EC	END CURB	R/W	RIGHT OF WAY		
EDR	END OF CURB RETURN	STA	STATION		
EVC	END OF VERTICAL CURVE	TC	TOP OF CURB		
EG	EDGE OF GUTTER	TG	TOP OF GRANITE		
EXC	EXCAVATION	WI	WROUGHT IRON		
FG	FINISHED GRADE	RCO	REINFORCED CONCRETE PIPE		
FL	FLOW LINE	EX	EXISTING		
FS	FINISHED SURFACE	TS	TRAFFIC SIGNAL		

BENCHMARK

LOS ANGELES COUNTY #FG0208	BENCHMARK
DESCRIPTION RDM TAG IN WITH CURB 1 FT NO DCR @ NW CORNER OF RAILROAD STREET AND LANGON STREET IN THE CITY OF INDUSTRY	
ELEVATION: 423.307 FT (YEAR 2005)	

NOTICE TO CONTRACTOR

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

CIP-ST-18-022-B

CITY OF INDUSTRY

APPROVED BY:	DATE:	BY:	DATE:
<i>[Signature]</i>	1/20/10	<i>[Signature]</i>	1/20/10

AUTO MALL ALLEY SAFETY IMPROVEMENTS

TITLE SHEET

DESIGNED BY: AA	CHECKED BY: JWG	PROJ. NO. CIP-ST-18-022-B	SHT. 1 OF 3
DRAWN BY: AJ	DATE:		



ATTENTION
ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON AVAILABLE RECORDS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING UTILITIES DURING CONSTRUCTION AND TO AVOID DAMAGING EXISTING UTILITIES DURING EXCAVATION.

FOR UNDERGROUND SERVICE ALERT CALL: 811

NO.	DATE	REASON	DL. BY

CITY OF INDUSTRY

ADOPTED JUNE 18, 1927

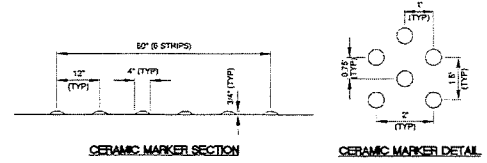
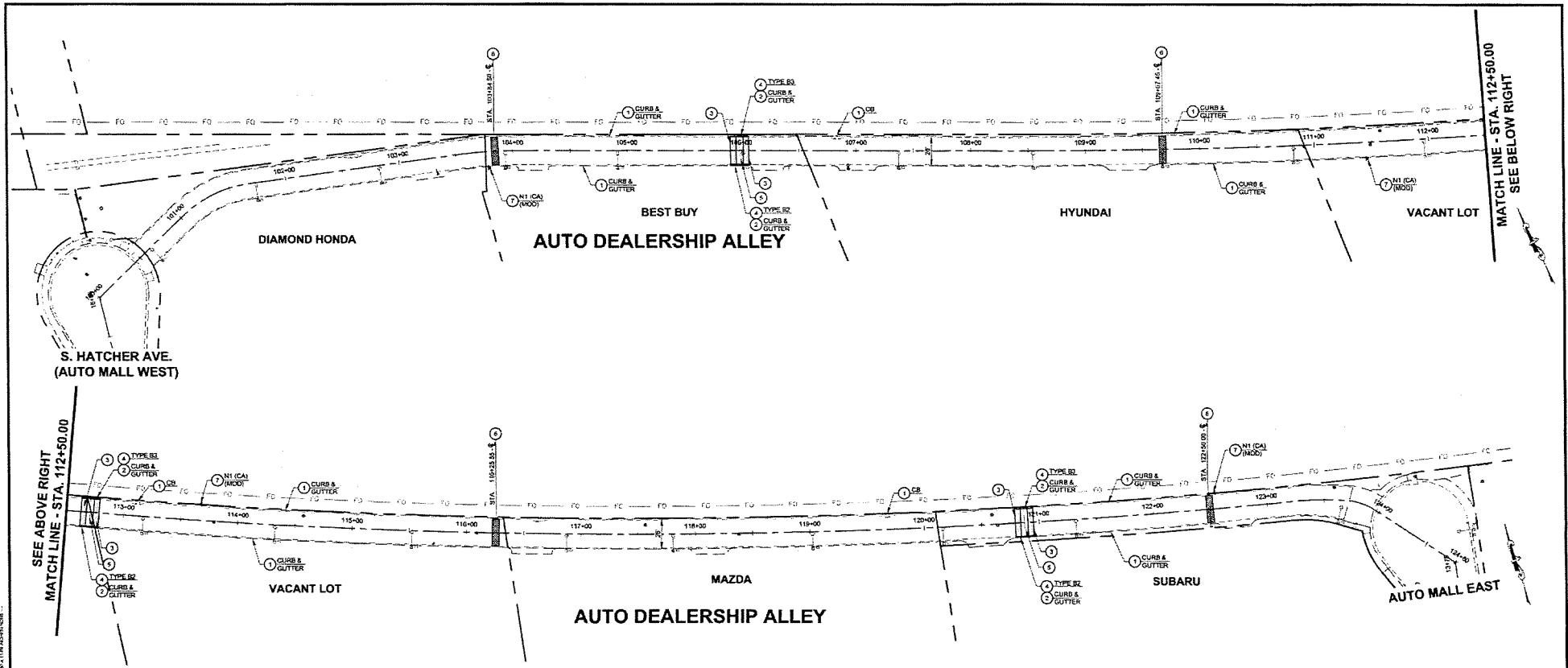
P.O. Box 3368, City of Industry, California 91744
Administrative Offices, 15625 E. Stafford Street
(826) 333-2211



PLANNED BY: JMD ENGINEERING & CONSULTANTS INC.
1/20/10



SALE AVENUE CAR DEALERSHIP SPEEDING IMPROVEMENT PROJECT NO. CIP-ST-18-022-B



CONSTRUCTION NOTES

- 1 PROTECT IN PLACE.
- 2 REMOVE ITEM PER PLAN.
- 3 COLD MILL EXISTING AC PAVEMENT (VARIABLE DEPTH) AND CONSTRUCT 1-INCH AC PAVEMENT (PG 64-10-02).
- 4 CONSTRUCT CURB AND GUTTER PER CITY OF INDUSTRY STD. PLAN NO. 112 TYPE PER PLAN.
- 5 CONSTRUCT CROSS GUTTER PER CITY OF INDUSTRY STD. PLAN NO. 112.
- 6 INSTALL RAISED TYPE "A" WHITE CERAMICS MARKERS PER DETAIL "A".
- 7 INSTALL SIGN AND POST PER CALTRANS STD. PLAN NO. R51 AND R52, SIGN PER PLAN.

LEGEND

- 1-INCH AC PAVEMENT (PG 64-10-02)
- RAISED TYPE "A" MARKERS PER DETAIL "A"
- DIPS N-1 (CA) (MOD)



ATTENTION
 ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON AVAILABLE RECORDS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING UTILITIES DURING CONSTRUCTION AND TO AVOID DAMAGING EXISTING UTILITIES DURING EXCAVATION.
 FOR UNDERGROUND SERVICE ALERT CALL: 811

NO.	DATE	REVISIONS	DR.

CITY OF INDUSTRY
 INCORPORATED JUNE 15, 1957



P.O. Box 3366, City of Industry, California 91744
 Administrative Offices: 15625 E. Staffans Street
 (626) 333-2211

Plans Prepared by:
JMD
 JMD ASSOCIATES, INC.
 11241 W. 112th St., Suite 100
 Los Angeles, CA 90024
 (310) 441-1124
 www.jmdassoc.com



SCALE 1" = 40'

CIP-ST-18-022-B

CITY OF INDUSTRY

APPROVED BY: *[Signature]* DATE: 1/24/18
 PREPARED BY: JMD DATE: 1/24/18

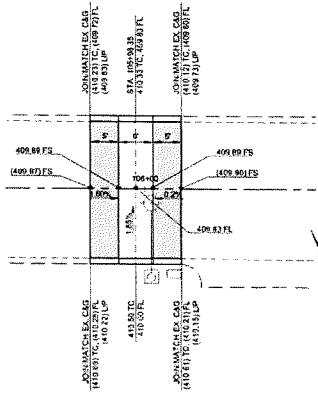
AUTO MALL ALLEY SAFETY IMPROVEMENTS

STREET PLAN

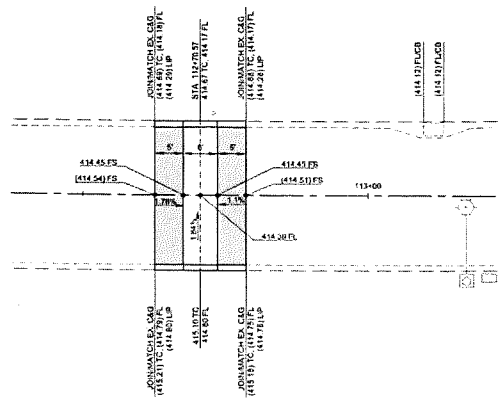
DESIGNED BY: JMD CHECKED BY: JMD
 DRAWING BY: JMD DATE: 1/24/18

PROJ. NO. CIP-ST-18-022-B SHT. 2 OF 3

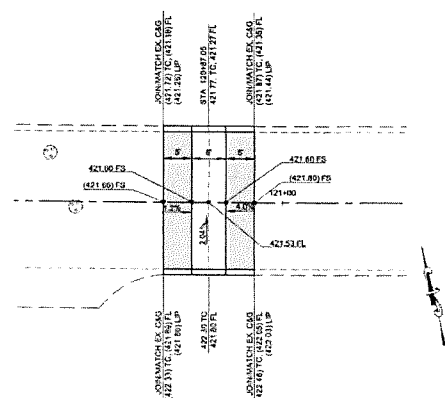
AUTO MALL ALLEY SAFETY IMPROVEMENTS
 PROJECT NO. CIP-ST-18-022-B



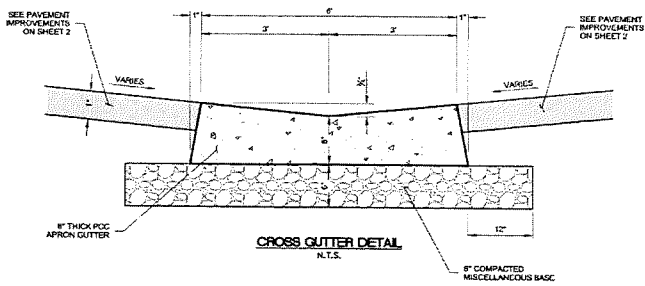
GUTTER DETAIL #1
STA. 105+98.35



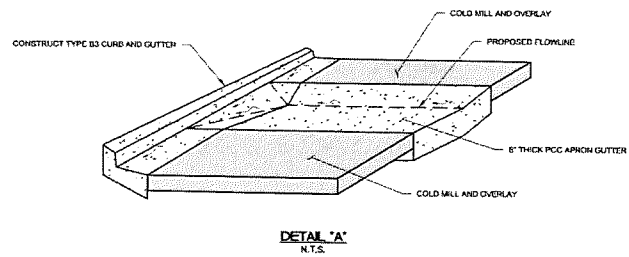
GUTTER DETAIL #2
STA. 112+70.57



GUTTER DETAIL #3
STA. 120+87.05



CROSS GUTTER DETAIL
N.T.S.



DETAIL "A"
N.T.S.

10 5 0 10
SCALE 1" = 10'

CIP-ST-18-022-B



ATTENTION
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FOR UNDERGROUND SERVICE ALERT CALL: 811

NO.	DATE	REVISIONS	OK BY



CITY OF INDUSTRY
ADOPTED JUNE 11, 1957
P.O. Box 3366, City of Industry, California 91744
Administrative Offices: 15628 L. Stanford Street
(626) 333-2211

Plans Prepared by:
JMD
JMD CONSULTING ENGINEERS
11201 W. 112th St., Suite 100
Torrance, CA 90504
Tel: (310) 571-1100
Fax: (310) 571-1101
www.jmd-engineers.com



CITY OF INDUSTRY	
APPROVED BY: <i>Alex Garza</i> ALEX GARZA, CIVIL ENGINEER NO. 00813, STATE OF CALIFORNIA	DATE: 1/24/18
AUTO MALL ALLEY SAFETY IMPROVEMENTS	
CROSS GUTTER DETAIL	
DESIGNED BY: JA	CHECKED BY: JMC
DRAWN BY: JA	DATE:
PRJ. NO. CIP-ST-18-022-B	SHT. 3 OF 3

GALE AVENUE CAR DEALERSHIP SPEEDING IMPROVEMENT
 PROJECT NO. CIP-ST-18-022-B

CITY COUNCIL

ITEM NO. 6.11



CITY OF INDUSTRY

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 *CR*
Roberto Ramirez, City Engineer, Cordoba Corporation
Sonia Babian, Portfolio Manager, Cordoba Corporation

DATE: February 8, 2018

SUBJECT: Consideration of authorization to advertise for solicitation of public bids for Agreement No. DS-18-027-B Hatcher Yard Facility Demo for an estimated cost of \$18,000.00

Background:

At the direction of the City Staff, Cordoba Corporation has prepared plans and specifications for the above project. This project will be implemented as Agreement No. DS-18-027-B subject to the approval by the City Council.

The scope of work involves the demolition of an existing 2,400 square foot single-story wood structure building at the Hatcher Yard Facility located at 1123 S. Hatcher Avenue. The building is abandoned and poses a safety concern due to the potential for unauthorized access and criminal activity. There is no feasible use of the building in future improvement plans for the Hatcher Yard Facility. The contractor will demolish the existing structure to the slab, remove and cap all utilities at the point of connection at the building, and install a new 8 ft. high 112 linear foot chain link fence with 12 ft. rolling gate to enclose the site. All construction debris will be removed and all adjacent structures will be protected in place.

Fiscal Impact:

The engineer's estimate for this project is \$18,000.00

Recommendation:

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

Exhibits:

- A. Notice Inviting Bids
- B. Engineer's Estimate
- C. Section A – Pages A-1 through A-9
- D. Reduced Set of Project Plans

PJP/AG/RR/SB:ev

EXHIBIT A

Notice Inviting Bids

[Attached]

NOTICE INVITING BIDS FOR:
CITY OF INDUSTRY
PROJECT NO. CIP-FAC-18-023-B
HATCHER YARD FACILITY DEMO
AGREEMENT NO. DS-18-027-B

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the of the above project until **11:00 A.M.** on **March 13, 2018**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <http://www.cityofindustry.org/?p=proposal-and-bid>.

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

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Digital versions of the plans and specifications are available on the vendor portal.

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

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

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

(Continued)

The Scope of Work is as follows: The project will consist of the demolition of an existing 2,400 square foot single-story wood structure building at the Hatcher Yard Facility located at 1123 S. Hatcher Avenue. The contractor shall demolish the existing structure to the slab, remove and cap all utilities at the point of connection at the building, and install a new 8 ft. high 112 linear foot chain link fence with 12 ft. rolling gate to enclose the site. All construction debris shall be removed and all adjacent structures shall be protected in place.

Plans and Specifications are available for inspection at the City Administrative Office located at 15625 E. Stafford Street, Suite 100, City of Industry, California 91744.

One mandatory pre-bid meeting will be conducted at the job site on **Wednesday, February 21, 2018** at **11:00 A.M.** Attendees will meet at **1123 Hatcher Ave. City of Industry, CA 91748**, all bidders are required to attend.

**CITY OF INDUSTRY
PROJECT NO. CIP-FAC-18-023-B**

HATCHER YARD FACILITY DEMO

AGREEMENT NO. DS-18-027-B

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

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

The **CITY OF INDUSTRY** hereby releases the bid **for advertisement**.

Diane M. Schlichting - Chief Deputy City Clerk

EXHIBIT B

Engineer's Estimate

[Attached]

ESTIMATE FOR:

CITY OF INDUSTRY

PROJECT NO. CIP-FAC-18-023-B

HATCHER YARD FACILITY DEMO

AGREEMENT NO. DS-18-027-B

ENGINEER'S ESTIMATE

\$18,000.00

EXHIBIT C

Section A – Pages A-1 through A 9

[Attached]

SECTION A

**CITY OF INDUSTRY
PROJECT NO. CIP-FAC-18-023-B**

HATCHER YARD FACILITY DEMO

AGREEMENT NO. DS-18-027-B

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **11:00 A.M.** on **March 13, 2018**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <http://www.cityofindustry.org/?p=proposal-and-bid>.

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

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Digital versions of the plans and specifications are available on the vendor portal.

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

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

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

The Scope of Work is as follows:

The project will consist of the demolition of an existing 2,400 square foot single-story wood structure building at the Hatcher Yard Facility located at 1123 S. Hatcher Avenue. The contractor shall demolish the existing structure to the slab, remove and cap all utilities at the point of connection at the building, and install a new 8 ft. high 112 linear foot chain link fence with 12 ft. rolling gate to enclose the site. All construction debris shall be removed and all adjacent structures shall be protected in place.

One mandatory pre-bid meeting will be conducted at the job site on **Wednesday, February 21, 2018 at 11:00 A.M.** Attendees will meet at **1123 Hatcher Ave. City of Industry, CA 91748**, all bidders are required to attend.

The bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **CITY OF INDUSTRY**. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the CITY. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited. If the bid guarantee is a Cashier's Check it must be delivered to City Hall prior to the bid opening date and time. The Cashier's Check shall be sealed in an envelope, endorsed as follows: DS-18-027-B - HATCHER YARD FACILITY DEMO, City Administrative Offices, 15625 E. Stafford Street, Suite 100, City of Industry, California 91744. If a bid bond is chosen, a scanned PDF will be accepted through PlanetBids™, however, the three apparent low bidders will be contacted to submit the original bid bond to the City and will be given a deadline to submit.

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

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

CONTRACTOR

INSURANCE

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

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

Contractor shall provide the following types and amounts of insurance:

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

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

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

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

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;

- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

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

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

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

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

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

A Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against

machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. Such insurance shall be on a form acceptable to the City to ensure adequacy of terms and sublimits and shall be submitted to the City prior to commencement of construction.

Other provisions or requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

City's Right to Revise Requirements. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a

ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

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

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

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

EXPERIENCE AND SAFETY

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

PREVAILING WAGES

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

CONTRACTOR REGISTRATION PROGRAM

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

LABOR COMPLIANCE MONITORING AND ENFORCEMENT

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

AGREEMENT

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

SURETY BONDS

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

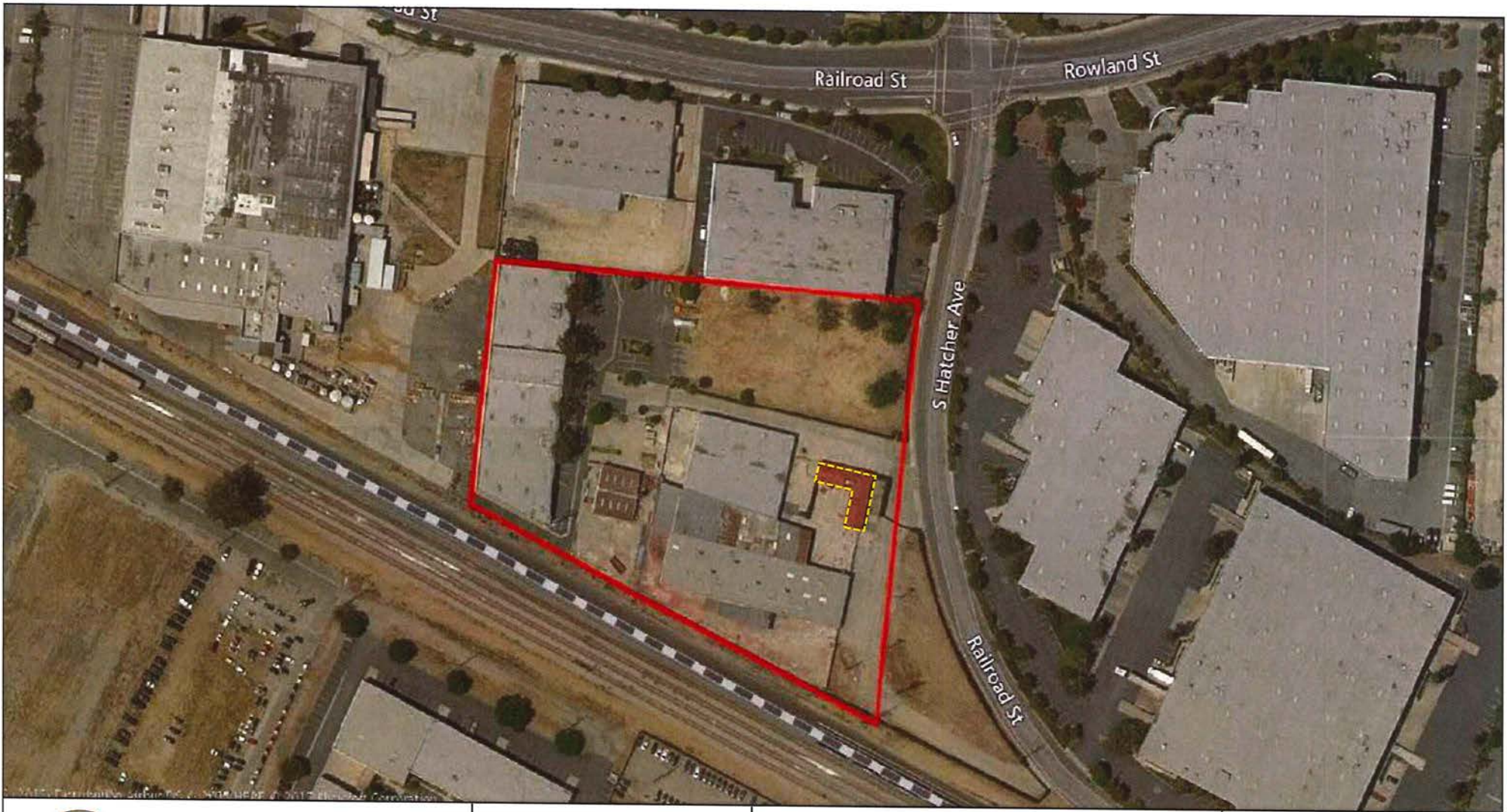
The **CITY OF INDUSTRY** hereby releases the bid **for advertisement**.

Diane M. Schlichting - Chief Deputy City Clerk

EXHIBIT D



Reduced Set of Project Plans

[Attached]



CITY OF INDUSTRY

Legend:

-  To Be Demolished
-  Hatcher Yard



**Hatcher Yard Facility
Demolition**
Project No. CIP-FAC-18-023-B

ATTACHMENT 1

January 29, 2018

NOT TO SCALE

CITY COUNCIL

ITEM NO. 6.12



CITY OF INDUSTRY

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
Henry Martinez, Senior Vice President, Cordoba Corporation

Date: February 8, 2018

SUBJECT: Presentation, Discussion and Direction Regarding Application for Grant Funding from the State of California, Water Pollution Cleanup and Abatement Program to Commence the Planning Process for the Restoration of Follows Camp

The City owns a property located at 23400 East Fork Road known as Follows Camp ("Follows Camp"), and is interested in improving habitat at the site and removing historic barriers in the waterways. City staff have been working closely with the Regional Water Quality Control Board ("RWQCB") and the California Department of Fish & Wildlife ("CDFW") to develop a plan to restore the Follows Camp property.

During the course of conversations with the RWQCB, the City was made aware that the State of California, Water Pollution Cleanup and Abatement Program ("State") has grant funding available for restoration projects. The City would like to request grant funding from the State in the amount of \$500,000.00 to assist with the initial analysis and engineering reviews necessary for the restoration of Follows Camp.

It is anticipated that the grant funding could be used for the planning of the following activities:

1. Removing the box car bridge located on the western portion of the property;
2. Restoration of the stream banks near the area of the box car bridge;
3. Construction of a new pedestrian/vehicle bridge upstream of the box car bridge and modify entrance to the property;
4. Removal of vegetation at various locations of the streambed; and
5. Further evaluation of the impacts of removing or retaining the Arizona stream crossing located toward the eastern portion of the property.

Prior to the approval of a plan for the restoration, award of any contracts, and the performance of any work at Follows Camp, the City will comply with all applicable environmental review requirements.

Fiscal Impact:

No fiscal impact at this time.

Recommendation:

Authorize the City Manager to request a grant from the State in the amount of \$500,000 for preliminary planning and engineering for the restoration of Follows Camp

PJP/AG/HM