

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

APRIL 26, 2018
9:00 AM



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

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

Addressing the City Council:

- ▶ **Agenda Items:** Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.
- ▶ **Public Comments (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 April 26, 2018

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

5.2 Consideration of an Engagement Agreement with Locke Lord LLP for litigation services

RECOMMENDED ACTION: Approve the Engagement Agreement.

6. **ACTION ITEMS**

6.1 Consideration of award of Agreement No. DS-18-025-B, Auto Mall Alley Safety Improvements, to FS Contractors, Inc., in an amount not-to-exceed \$52,750.00

RECOMMENDED ACTION: Award the contract to FS Contractors, in the amount of \$52,750.00.

6.2 Consideration of Amendment No. 2 to the Professional Services Agreement with CASC Engineering and Consulting Inc., for Contract No. 2017-1021P, Initial Study/Negative Declaration or Mitigated Negative Declaration for 16601 East Chestnut Street, increasing compensation under the original amount by \$11,755.00 from July 27, 2017 to July 27, 2018

RECOMMENDED ACTION: Award the Amendment.

6.3 Consideration of Amendment No. 2 to the Professional Services Agreement with CASC Engineering and Consulting Inc., for Contract No. 2017-1028, Initial Study/Negative Declaration or Mitigated Negative Declaration for 13031 Temple Avenue, increasing compensation under the original amount by \$10,400.00 from October 26, 2017 to October 26, 2019

RECOMMENDED ACTION: Award the Amendment.

6.4 Consideration of rejection of bids received for CIP-FAC-18-023-B Hatcher Yard Facility Demo

RECOMMENDED ACTION: Reject all bids.

- 6.5 Consideration of Resolution No. CC 2018-09 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE GABRIEL FOUNDATION IN THE AMOUNT OF \$105,000.00 TO SUPPORT COMMUNITY PROGRAMS AND EVENTS

RECOMMENDED ACTION: Adopt Resolution No. CC 2018-09

- 6.6 Consideration of Resolution No. CC 2018-10 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE FRIENDS OF INDUSTRY SHERIFF STATION IN THE AMOUNT OF \$5,000.00, TO PROVIDE FINANCIAL ASSISTANCE TO COMMUNITY MEMBERS IN NEED

RECOMMENDED ACTION: Adopt Resolution No. CC 2018-10

- 6.7 Consideration of Agreement for Acting City Manager services with Troy Helling in an amount to be determined by Council.

RECOMMENDED ACTION: Staff seeks Council direction

- 6.8 Discussion and direction regarding City Hall operating hours.

RECOMMENDED ACTION: Discuss and 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

- 10.2 PUBLIC EMPLOYEE APPOINTMENT
Pursuant to Government Code Section 54957(b)(1)
Title: Acting City Manager

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

- 10.4 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002719-CU-WM-GDS
- 10.5 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS171295
- 10.6 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS171398
- 10.7 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. City of Industry; Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency, et al.
Superior Court of California, County of Los Angeles
Case No. BS173224
11. Adjournment. The next regular City Council Meeting will be Thursday, May 10, 2018 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF APRIL 26, 2018**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	3,414,462.85
103	PROP A FUND	10,836.96
120	CAPITAL IMPROVEMENT FUND	307,214.63
161	IPUC - ELECTRIC	287,810.24
TOTAL ALL FUNDS		4,020,324.68

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	540,122.24
REF	REFUSE - CKING ACCOUNT	1,282,629.95
WFBK	WELLS FARGO - CKING ACCOUNT	2,197,572.49
TOTAL ALL BANKS		4,020,324.68

APPROVED PER ACTING CITY MANAGER

CITY OF INDUSTRY
BANK OF AMERICA
April 26, 2018

Check	Date		Payee Name	Check Amount
CITYELEC.CHK - City Electric				
1441	04/11/2018		CITY OF INDUSTRY	\$225,695.31
	Invoice	Date	Description	Amount
	04/11/18	04/11/2018	TRANSFER FUNDS-ELECTRIC	\$225,695.31
CITYGEN.CHK - City General				
1064	03/21/2018		MIDAMERICA ADMINISTRATIVE &	\$23,874.08
	Invoice	Date	Description	Amount
	APR-MAY2018	03/21/2018	MEDICAL PREMIUM REIMBURSEMENTS	\$23,874.08
24394	04/10/2018		U.S. BANK	\$230,000.00
	Invoice	Date	Description	Amount
	04/10/18	04/10/2018	TO CORRECT US BANK ERROR	\$230,000.00
24395	04/16/2018		VOIDED- PAPER JAM	\$0.00
24396	04/16/2018		VOIDED- PAPER JAM	\$0.00
24397	04/11/2018		INDUSTRY PROPERTY & HOUSING	\$20,000.00
	Invoice	Date	Description	Amount
	04/11/18	04/11/2018	TRANSFER FUNDS-IPHMA A/P	\$20,000.00

CITY OF INDUSTRY
BANK OF AMERICA
April 26, 2018

Check	Date	Payee Name		Check Amount
24398	04/11/2018	CIVIC RECREATIONAL INDUSTRIAL		\$35,000.00
	Invoice	Date	Description	Amount
	04/11/2018	04/11/2018	TRANSFER FUNDS-CRIA A/P	\$35,000.00

PROPA.CHK - Prop A Checking

11763	04/11/2018	CITY OF INDUSTRY		\$5,552.85
	Invoice	Date	Description	Amount
	4/11/18	04/11/2018	TRANSFER FUNDS-PROP A A/P	\$5,552.85

Checks	Status	Count	Transaction Amount
	Total	8	\$540,122.24

**CITY OF INDUSTRY
WELLS FARGO REFUSE
April 26, 2018**

Check	Date			Payee Name	Check Amount
REFUSE - Refuse Account					
WT242	04/02/2018			CITY OF INDUSTRY DISPOSAL CO.	\$587,617.65
	Invoice	Date	Description	Amount	
	3154969	04/02/2018	REFUSE SVC 3/1-3/23/18	\$587,617.65	
WT243	04/05/2018			CITY OF INDUSTRY DISPOSAL CO.	\$677,095.95
	Invoice	Date	Description	Amount	
	3202239	04/05/2018	REFUSE SVC 3/24-3/31/18	\$677,095.95	
80088	04/26/2018			CITY OF INDUSTRY	\$17,159.70
	Invoice	Date	Description	Amount	
	4/13/2018	04/13/2018	TRANSFER FUNDS DUE TO DEPOSIT ERROR	\$1,522.90	
	4/13/2018-A	04/13/2018	TRANSFER FUNDS DUE TO DEPOSIT ERROR	\$14,728.00	
	4/17/2018	04/17/2018	TRANSFER FUNDS DUE TO DEPOSIT ERROR	\$908.80	
80089	04/26/2018			MOZA, FREDY	\$756.65
	Invoice	Date	Description	Amount	
	3/29/2018	03/29/2018	REFUND-CID ACCOUNT #407949	\$756.65	

Checks	Status	Count	Transaction Amount
	Total	4	\$1,282,629.95

CITY OF INDUSTRY
CHECKS NOT APPROVED ON 3/22/18 REGISTER
April 26, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68379	03/22/2018		JMDiaz, Inc.	\$239,403.40
	Invoice	Date	Description	Amount
	015 (18-021)	02/28/2018	STAFF AUGMENTATION-FEB 2018	\$239,403.40
68397	03/22/2018		RICOH USA, INC.	\$703.51
	Invoice	Date	Description	Amount
	5052560471	02/22/2018	METER READING-FINANCE COPIER	\$161.49
	24126592	02/16/2018	COPIER LEASE-FINANCE	\$289.36
	24126593	02/16/2018	COPIER LEASE-CORDOBA	\$252.66
68404	03/22/2018		SDI PRESENCE LLC	\$1,268.75
	Invoice	Date	Description	Amount
	112	01/31/2018	NEW WORLD IMPLEMENTATION-PAYROLL/HR	\$1,268.75

Checks	Status	Count	Transaction Amount
	Total	3	\$241,375.66

CITY OF INDUSTRY
WELLS FARGO VOIDED CHECK
April 26, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68555	04/12/2018		THOMAS, STEVEN	(\$685.00)
	Invoice	Date	Description	Amount
	PPST2VF2018	03/29/2018	HISTORIC BIKE DISPLAY-VICTORIAN FAIR 4/29/18	(\$350.00)
	PPSTVF2018	03/29/2018	HISTORIC BIKE DISPLAY-VICTORIAN FAIR 4/28/18	(\$335.00)

Check	Status	Count	Transaction Amount
	Total	1	(\$685.00)

**CITY OF INDUSTRY
WELLS FARGO BANK
April 26, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68563	04/12/2018		THOMAS, SHAUN	\$335.00
	Invoice	Date	Description	Amount
	PPSTVF2018-A	03/29/2018	HISTORIC BIKE DISPLAY-VICTORIAN FAIR 4/28/18	\$335.00
68564	04/12/2018		THOMAS, STEVEN	\$350.00
	Invoice	Date	Description	Amount
	PPST2VF2018-A	03/29/2018	HISTORIC BIKE DISPLAY-VICTORIAN FAIR 4/29/18	\$350.00
68565	04/12/2018		AT & T	\$176.00
	Invoice	Date	Description	Amount
	2311050401	03/23/2018	02/19-03/18/18 SVC - 600 S BREA CYN-METROLINK	\$176.00
68566	04/12/2018		FRONTIER	\$301.14
	Invoice	Date	Description	Amount
	2018-00001235	03/25/2018	03/25-04/24/18 SVC - EM-21535 BAKER PKWY BLDG 20	\$51.50
	2018-00001236	03/25/2018	03/25-04/24/18 SVC - EM-21760 GARCIA LN	\$66.57
	2018-00001237	03/28/2018	03/28-04/27/18 SVC - EM-179 S. GRAND AVE	\$46.94
	2018-00001238	03/28/2018	03/28-04/27/18 SVC - EM-21700 BAKER PKWY BLDG 23	\$60.53
	2018-00001239	03/28/2018	03/28-04/27/18 SVC - EM-21912 GARCIA LN-ALARM	\$75.60
68567	04/12/2018		ROWLAND WATER DISTRICT	\$2,713.70
	Invoice	Date	Description	Amount
	2018-00001240	03/28/2018	02/13-03/19/18 SVC - AZUSA AVE (RC)	\$49.55
	2018-00001241	03/28/2018	02/13-03/19/18 SVC - 1123D HATCHER STREET	\$65.44
	2018-00001242	03/28/2018	02/13-03/19/18 SVC - 755 NOGALES (RC)	\$207.40
	2018-00001243	03/28/2018	02/13-03/19/18 SVC - 17217 & 17229 CHESTNUT - IRR	\$78.24

**CITY OF INDUSTRY
WELLS FARGO BANK
April 26, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
2018-00001244	03/28/2018		02/13-03/19/18 SVC - 1135 HATCHER STREET	\$33.44
2018-00001245	03/28/2018		02/13-03/19/18 SVC - 1123C HATCHER STREET	\$129.44
2018-00001246	03/28/2018		02/14-03/20/18 SVC - 1100 AZUSA AVE	\$154.30
2018-00001247	03/28/2018		03/07-03/20/18 SVC - 909 U NOGALES ST	\$226.32
2018-00001248	03/28/2018		03/07-03/20/18 SVC - 1023U NOGALES ST	\$283.92
2018-00001249	03/28/2018		03/07-03/20/18 SVC - 1015 NOGALES ST - PUMP	\$228.45
2018-00001254	03/28/2018		02/13-03/19/18 SVC - HURLEY ST & VALLEY	\$256.56
2018-00001255	03/28/2018		02/13-03/19/18 SVC - 18044 ROWLAND-LAWSON	\$65.44
2018-00001256	03/28/2018		02/13-03/19/18 SVC - 17401 VALLEY BLVD	\$394.16
2018-00001257	03/28/2018		02/14-03/20/18 SVC - AZUSA AVE - CENTER	\$59.04
2018-00001258	03/28/2018		02/14-03/20/18 SVC - AZUSA AVE 205597	\$52.64
2018-00001259	03/28/2018		02/13-03/19/18 SVC - 930 AZUSA AVE	\$429.36
68568	04/12/2018		SAN GABRIEL VALLEY WATER CO.	\$4,751.73
Invoice	Date		Description	Amount
2018-00001250	03/28/2018		02/27-03/27/18 SVC - IRRIG SALT LAKE/SEVENTH	\$193.73
2018-00001265	03/28/2018		02/27-03/27/18 SVC - CROSSROADS PKY SOUTH	\$451.43
2018-00001266	03/28/2018		02/27-03/27/18 SVC - STA 103-80 CROSSROADS PKY	\$117.64
2018-00001267	03/28/2018		02/27-03/27/18 SVC - CROSSROADS PKY SOUTH	\$1,134.74
2018-00001268	03/28/2018		02/27-03/27/18 SVC - CROSSROADS PKY NORTH	\$787.23
2018-00001269	03/28/2018		02/27-03/27/18 SVC - STA 129-00 CROSSROADS PKY	\$340.21
2018-00001270	03/28/2018		02/27-03/27/18 SVC - STA 111-50 CROSSROADS PKY	\$160.60
2018-00001271	03/28/2018		02/27-03/27/18 SVC - PELLISSIER	\$217.15
2018-00001272	03/28/2018		02/27-03/27/18 SVC - PELLISSIER	\$336.30
2018-00001273	03/28/2018		02/27-03/27/18 SVC - PECK/UNION PACIFIC BRIDGE	\$295.25
2018-00001274	03/28/2018		02/27-03/27/18 SVC - S/E COR OF PELLISSIER	\$428.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 26, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2018-00001275	03/28/2018	02/27-03/27/18 SVC - PELLISSIER	\$289.45
68569	04/12/2018		SO CALIFORNIA EDISON COMPANY	\$2,400.20
	Invoice	Date	Description	Amount
	2018-00001251	03/28/2018	02/23-03/26/18 SVC - BREA CYN RD-VARIOUS SITES	\$856.48
	2018-00001252	03/29/2018	02/27-03/28/18 SVC - 137 N HUDSON AVE	\$350.76
	2018-00001253	03/30/2018	02/27-03/28/18 SVC - VARIOUS SITES	\$433.49
	2018-00001260	04/03/2018	03/01-04/01/18 SVC - 600 BREA CYN RD	\$475.78
	2018-00001261	04/03/2018	03/01-04/01/18 SVC - 1 VALLEY/AZUSA OL1	\$16.12
	2018-00001262	04/03/2018	01/01-04/01/18 SVC - VARIOUS SITES	\$267.57
68570	04/12/2018		SO CALIFORNIA EDISON COMPANY	\$298.58
	Invoice	Date	Description	Amount
	7500887138	03/28/2018	12/01-12/31/17 SVC - RELIABILITY SVC	\$298.58
68571	04/12/2018		SOCALGAS	\$32.05
	Invoice	Date	Description	Amount
	2018-00001263	04/02/2018	02/28-03/29/18 SVC - 710 NOGALES ST	\$14.30
	2018-00001264	04/02/2018	02/28-03/29/18 SVC - 1015 NOGALES ST STE 101	\$17.75
68572	04/12/2018		VERIZON WIRELESS - LA	\$1,513.67
	Invoice	Date	Description	Amount
	9804289100	03/26/2018	02/27-03/26/18 SVC - VARIOUS WIRELESS	\$1,513.67
68573	04/13/2018		EXTTI, INC.	\$5,000.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
April 26, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	04/13/18	04/13/2018	HR LEGAL SERVICE	\$5,000.00
68574	04/16/2018		AVANT-GARDE, INC	\$6,647.50
	Invoice	Date	Description	Amount
	4742	02/20/2018	PROJECT MGMT SUPPORT FOR CIP	\$6,647.50
68575	04/17/2018		AT & T	\$9.03
	Invoice	Date	Description	Amount
	2018-00001299	04/01/2018	04/01-04/30/18 SVC - CITY WHITE PAGES	\$9.03
68576	04/17/2018		AT & T	\$225.00
	Invoice	Date	Description	Amount
	8964347465	04/01/2018	04/01-04/30/18 SVC - 600 S BREA CYN-METROLINK	\$225.00
68577	04/17/2018		FRONTIER	\$2,702.64
	Invoice	Date	Description	Amount
	2018-00001282	04/01/2018	04/01-04/30/18 SVC - VARIOUS SITES	\$979.31
	2018-00001283	04/01/2018	04/01-04/30/18 SVC - GS-21650 VALLEY BLVD	\$60.40
	2018-00001284	04/01/2018	04/01-04/30/18 SVC - VARIOUS GENERATOR SITES	\$1,071.13
	2018-00001285	04/01/2018	04/01-04/30/18 SVC - GS-21700 VALLEY BLVD	\$63.09
	2018-00001286	04/02/2018	04/02-05/01/18 SVC - IH GOLF COURSE FUEL PUMP	\$157.49
	2018-00001287	04/02/2018	01/01-05/01/18 SVC - 1015 NOGALES ST PUMP STN	\$232.80
	2018-00001288	04/04/2018	04/04-05/03/18 SVC - EM-21858 GARCIA LN-ALARM	\$75.33
	2018-00001289	04/04/2018	04/04-05/03/18 SVC - GS-21620 VALLEY BLVD	\$63.09
68578	04/17/2018		SO CALIFORNIA EDISON COMPANY	\$31,319.37

**CITY OF INDUSTRY
WELLS FARGO BANK
April 26, 2018**

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

Invoice	Date	Description	Amount
2018-00001290	04/05/2018	03/05-04/04/18 SVC - 208 S WADDINGHAM WAY CP	\$132.54
2018-00001291	04/05/2018	03/01-04/01/18 SVC - VARIOUS SITES-INTERCONNECT	\$322.47
2018-00001292	04/06/2018	01/03-04/04/18 SVC - 15625 STAFFORD ST	\$7,402.69
15660STAFF-APR18	04/06/2018	02/27-03/28/18 SVC - 15660 STAFFORD ST	\$1,627.34
2018-00001293	04/07/2018	03/01-04/01/18 SVC - NOGLAES ST/SAN JOSE AVE	\$467.69
2018-00001294	04/07/2018	03/07-04/06/18 SVC - 1123 HATCHER AVE STE A	\$131.68
2018-00001295	04/07/2018	03/07-04/06/18 SVC - 1135 HATCHER AVE	\$228.86
2018-00001297	04/10/2018	03/01-04/01/18 SVC - 208 S WADDINGHAM WAY	\$20,908.22
2018-00001298	04/10/2018	03/07-04/06/18 SVC - VARIOUS SITES	\$97.88

68579	04/17/2018		SOCALGAS	\$1,180.93
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Invoice	Date	Description	Amount
2018-00001300	04/04/2018	03/02-04/02/18 SVC - 1 INDUSTRY HILLS PKWY	\$16.18
2018-00001301	04/04/2018	03/02-04/02/18 SVC - 2700 CHINO HILLS PKWY	\$89.15
2018-00001302	04/06/2018	03/06-04/04/18 SVC - 15651 STAFFORD ST	\$182.64
2018-00001303	04/06/2018	03/06-04/04/18 SVC - 15633 RAUSCH RD	\$316.44
2018-00001304	04/06/2018	03/06-04/04/18 SVC - 15625 STAFFORD ST APT A	\$194.22
2018-00001305	04/06/2018	03/06-04/04/18 SVC - 15625 STAFFORD ST APT B	\$331.95
2018-00001306	04/06/2018	03/01-04/01/18 SVC - 1 INDUSTRY HILLS PKWY UNIT B	\$50.35

68580	04/17/2018		SUBURBAN WATER SYSTEMS	\$276.26
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Invoice	Date	Description	Amount
180021387809	04/03/2018	03/03-04/03/18 SVC - NE CNR VALLEY/STIMS	\$276.26

68581	04/26/2018		ADVANCED DISCOVERY, INC.	\$1,779.60
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**CITY OF INDUSTRY
WELLS FARGO BANK
April 26, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	B222540	03/31/2018	DOCUMENT MGMT SVC-MAR 2018	\$1,779.60
68582	04/26/2018		AIR-BREE, INC	\$189.58
	Invoice	Date	Description	Amount
	1170803453	08/03/2017	A/C REPAIR-HOMESTEAD	\$189.58
68583	04/26/2018		ARAMARK REFRESHMENT SERVICE,	\$320.47
	Invoice	Date	Description	Amount
	7688368	04/09/2018	COFFEE/OFFICE SUPPLIES	\$134.65
	7695368	03/29/2018	SILVER WATER FILTER	\$73.48
	1497522	01/18/2018	COFFEE/OFFICE SUPPLIES	\$112.34
68584	04/26/2018		B AND T CATTLE	\$14,580.00
	Invoice	Date	Description	Amount
	82	04/02/2018	MAINT SVC-APR 2018	\$14,580.00
68585	04/26/2018		BLUE OCEAN MEDIA	\$200.00
	Invoice	Date	Description	Amount
	PPBOMVD18	04/11/2018	PHOTO DOCUMENTATION-HOMESTEAD	\$200.00
68586	04/26/2018		CATALYST ENVIRONMENTAL	\$2,270.00
	Invoice	Date	Description	Amount
	C&S-1	03/07/2018	LEGAL FEES-STORMWATER PROJECT	\$2,270.00
68587	04/26/2018		CINTAS CORPORATION LOC 693	\$111.20

**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
693847589	04/02/2018	DOOR MATS	\$55.60
693849606	04/09/2018	DOOR MATS	\$55.60

68588	04/26/2018		CITY OF INDUSTRY DISPOSAL CO.	\$2,239.52
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Invoice	Date	Description	Amount
3202240	03/31/2018	DISP SVC-3226 GILMAN RD	\$84.51
3202241	03/31/2018	DISP SVC-16000 TEMPLE AVE	\$140.85
3202242	03/31/2018	DISP SVC-14362 PROCTOR AVE	\$84.51
3202243	03/31/2018	DISP SVC-15710 NELSON AVE	\$28.17
3202244	03/31/2018	DISP SVC-15702 NELSON AVE	\$28.17
3202245	03/31/2018	DISP SVC-507 TURNBULL CYN RD	\$56.34
3202246	03/31/2018	DISP SVC-15730 NELSON AVE	\$28.17
3202247	03/31/2018	DISP SVC-15644 NELSON AVE	\$28.17
3202248	03/31/2018	DISP SVC-15626 NELSON AVE	\$28.17
3202249	03/31/2018	DISP SVC-629 GIANO AVE	\$56.34
3202250	03/31/2018	DISP SVC-754 5TH AVE	\$56.34
3202251	03/31/2018	DISP SVC-210 S 9TH AVE	\$56.34
3202252	03/31/2018	DISP SVC-1602 HILL ST	\$28.17
3202253	03/31/2018	DISP SVC-15736 ENLSON AVE	\$28.17
3202254	03/31/2018	DISP SVC-15634 NELSON AVE	\$28.17
3202255	03/31/2018	DISP SVC-257 TURNBULL CYN RD	\$42.26
3202256	03/31/2018	DISP SVC-643 GIANO AVE	\$56.34
3202257	03/31/2018	DISP SVC-15151 GIANO AVE	\$84.51
3202258	03/31/2018	DISP SVC-15157 WALBROOK DR	\$28.17
3202259	03/31/2018	DISP SVC-16000 HILL ST	\$28.17

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3202260	03/31/2018	DISP SVC-16010 HILL ST	\$56.34
3202261	03/31/2018	DISP SVC-16014 HILL ST	\$28.17
3202262	03/31/2018	DISP SVC-16229 HANDORF RD	\$28.17
3202263	03/31/2018	DISP SVC-16242 HANDORF RD	\$56.34
3202264	03/31/2018	DISP SVC-16220 HANDORF RD	\$84.51
3202265	03/31/2018	DISP SVC-16218 HANDORF RD	\$28.17
3202266	03/31/2018	DISP SVC-16217 HANDORF RD	\$56.34
3202267	03/31/2018	DISP SVC-16227 HANDORF RD	\$28.17
3202268	03/31/2018	DISP SVC-162387 HANDORF RD	\$28.17
3202269	03/31/2018	DISP SVC-16224 HANDORF RD	\$28.17
3202270	03/31/2018	DISP SVC-15714 NELSON AVE	\$28.17
3202271	03/31/2018	DISP SVC-15652 NELSON AVE	\$28.17
3202272	03/31/2018	DISP SVC-134 TURNBULL CYN RD	\$28.17
3202273	03/31/2018	DISP SVC-14063 PROCTOR AVE	\$84.51
3202274	03/31/2018	DISP SVC-20137 E WALNUT DR	\$28.17
3202275	03/31/2018	DISP SVC-15722 NELSON AVE	\$28.17
3202276	03/31/2018	DISP SVC-17229 CHESTNUT ST	\$84.51
3202277	03/31/2018	DISP SVC-130 TURNBULL CYN RD	\$28.17
3202278	03/31/2018	DISP SVC-132 TURNBULL CYN RD	\$28.17
3202279	03/31/2018	DISP SVC-138 TURNBULL CYN RD	\$28.17
3202280	03/31/2018	DISP SVC-15236 VALLEY BLVD	\$169.02
3202281	03/31/2018	DISP SVC-16200 TEMPLE AVE	\$84.51
3202282	03/31/2018	DISP SVC-14310 PROCTOR AVE	\$84.51
3202283	03/31/2018	DISP SVC-16212 TEMPLE AVE	\$84.51
68589	04/26/2018	CITY OF INDUSTRY-PAYROLL ACCT	\$100,000.00

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WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	P/R PE 4/6/18	04/11/2018	REIMBURSE FOR PAYROLL PE 4/6/18	\$100,000.00
68590	04/26/2018		CITY OF INDUSTRY-REFUSE	\$10,843.56
	Invoice	Date	Description	Amount
	3200435	04/01/2018	DISP SVC-CITY HALL	\$313.42
	3200436	04/01/2018	STORAGE BOX RENTAL-CAMP COURAGE	\$300.00
	3200437	04/01/2018	DISP SVC-TRES HERMANOS	\$144.83
	3199914	03/31/2018	DISP SVC-1123 HATCHER AVE	\$3,445.09
	3200434	04/01/2018	DISP SVC/BOX RENTAL-TONNER CYN	\$1,123.29
	3200667	04/01/2018	DISP SVC-841 7TH AVE	\$192.82
	3200666	04/01/2018	DISP SVC-205 N HUDSON	\$192.82
	3200961	04/01/2018	DISP SVC-CITY BUS STOPS	\$4,376.33
	3199960	03/31/2018	DISP SVC-HADDICKS IMPOUND YD	\$754.96
68591	04/26/2018		CNC ENGINEERING	\$187,831.15
	Invoice	Date	Description	Amount
	456595	03/29/2018	205 HUDSON AVE BLDG IMPROVEMENTS	\$517.41
	456596	03/29/2018	GENERAL ENGINEERING SVC 3/5-3/21/18	\$846.91
	456598	03/29/2018	CITY ELECTRICAL FACILITIES	\$2,066.59
	456599	03/29/2018	FISCAL YEAR BUDGET	\$172.47
	456601	03/29/2018	VALLEY BLVD RECONSTRUCTION	\$86.24
	456603	03/29/2018	NOGALES GRADE SEPARATION	\$258.71
	456609	03/29/2018	TRES HERMANOS GENERAL ENGINEERING	\$6,219.64
	456610	03/29/2018	VARIOUS ASSIGNMENTS RELATED TO SA	\$31,394.43
	456616	03/29/2018	INDUSTRY HILLS GRAND ARENA PAINTING	\$745.00

CITY OF INDUSTRY

WELLS FARGO BANK

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CITY.WF.CHK - City General Wells Fargo			
456618	03/29/2018	205 HUDSON AVE BLDG IMPROVEMENTS	\$2,785.00
456619	03/29/2018	GENERAL ENGINEERING SVC 2/5-2/18/18	\$6,537.50
456620	03/29/2018	NPDES STORM WATER	\$507.50
456621	03/29/2018	FISCAL YEAR BUDGET	\$1,480.00
456622	03/29/2018	VALEY BLVD RECONSTRUCTION	\$370.00
456623	03/29/2018	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$600.00
456627	03/29/2018	TRES HERMANOS GENERAL ENGINEERING	\$765.00
456628	03/29/2018	VARIOUS ASSIGNMENTS RELATED TO SA	\$2,702.50
456645	04/12/2018	EMERGENCY STANDBY POWER GENERATOR	\$1,651.25
456646	04/12/2018	DESIGN-BUILD FOR SOLAR CARPORT	\$1,160.00
456647	04/12/2018	ELECTRIC VEHICLE CHARGING STATION	\$1,650.00
456648	04/12/2018	RESURFACING DESIGN EXPO CENTER PARKING LOT	\$9,313.75
456649	04/12/2018	EXPO CENTER MAIN GATE IMPROVEMENTS	\$118.75
456650	04/12/2018	VIDEO SECURITY SYSTEM INSTALLATION-	\$495.00
456651	04/12/2018	INDUSTRY HILLS TRAILS GRADING IMPROVEMENTS	\$213.75
456652	04/12/2018	INDUSTRY HILLS GRAND ARENA PAINTING	\$1,965.00
456653	04/12/2018	ADA SELF EVALUATION AND TRANSITION PLAN	\$370.00
456654	04/12/2018	AUTO MALL CAR DEALERSHIP ALLEY	\$1,891.25
456655	04/12/2018	ADA BUS STOP IMPROVEMENTS	\$1,690.00
456656	04/12/2018	GENERAL ENGINEERING SVC 3/26-4/8/18	\$2,451.25
456657	04/12/2018	WALNUT DR SOUTH WIDENING	\$15,627.50
456658	04/12/2018	2016-2017 SLURRY SEAL	\$190.00
456659	04/12/2018	IBC EAST SIDE STREET LIGHT AND CABLING	\$190.00
456660	04/12/2018	GRAND CROSSING SUBSTATION	\$95.00
456661	04/12/2018	ARENTH AVE RECONSTRUCTION	\$2,612.50
456662	04/12/2018	CITYWIDE CATCH BASIN RETROFIT	\$95.00

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
456663	04/12/2018	CURB AND PAVEMENT MARKINGS	\$190.00
456664	04/12/2018	205 HUDSON AVE BLDG IMPROVEMENTS	\$4,025.00
456665	04/12/2018	BALDWIN PARKING BLVD & AMAR RD	\$261.25
456666	04/12/2018	EL ENCANTO ROOF REPAIR	\$261.25
456667	04/12/2018	GENERAL ENGINEERING SVC 3/26-4/8/18	\$22,740.00
456668	04/12/2018	NPDES STORM WATER	\$11,286.25
456669	04/12/2018	TONNER CYN PROPERTY	\$790.00
456670	04/12/2018	PUENTE VALLEY OPERABLE UNIT	\$555.00
456672	04/12/2018	CITY ELECTRICAL FACILITIES	\$9,750.00
456673	04/12/2018	HOMESTEAD MUSEUM IMPROVEMENTS	\$895.00
456674	04/12/2018	METROLINK OPERATION AND MAINT OF PARKING	\$1,225.00
456675	04/12/2018	FISCAL YEAR BUDGET	\$6,575.00
456676	04/12/2018	AJAX AVE STORM DRAIN	\$165.00
456677	04/12/2018	VALLEY BLVD RECONSTRUCTION	\$2,825.00
456678	04/12/2018	CARTEGRAPH IMPLEMENTATION & MGMT	\$330.00
456679	04/12/2018	COI PAVEMENT MGMT SYSTEM	\$1,480.00
456680	04/12/2018	NOGALES GRADE SEPARATION	\$1,730.00
456681	04/12/2018	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$1,280.00
456686	04/12/2018	TRES HERMANOS GENERAL ENGINEERING	\$6,767.50
456688	04/12/2018	VARIOUS ASSIGNMENTS RELATED TO SA	\$9,865.00
052018	04/01/2018	MEALS/WHEELS RENT-MAY 2018	\$5,000.00
68592	04/26/2018	CORELOGIC INFORMATION	\$192.50
Invoice	Date	Description	Amount
81879668	03/31/2018	GEOGRAPHIC PKG-MAR 2018	\$192.50

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68593	04/26/2018		D M V RENEWAL	\$134.00
	Invoice	Date	Description	Amount
	7EAL475-18	04/02/2018	REGISTRATION RENEWAL-LIC 7EAL475	\$134.00
68594	04/26/2018		DEPT OF TRANSPORTATION	\$66,022.34
	Invoice	Date	Description	Amount
	18006952	03/26/2018	COOP 4959, WB SR60 GRAND AVE ON-RAMP	\$66,022.34
68595	04/26/2018		DIETLER, SARA	\$350.00
	Invoice	Date	Description	Amount
	PPSDVF2018	04/11/2018	ARCHEOLOGY LECTURE-VICTORIAN FAIR	\$350.00
68596	04/26/2018		DIRECTV - FOR BUSINESS	\$40.23
	Invoice	Date	Description	Amount
	33885095562	04/10/2018	RSN FEES	\$40.23
68597	04/26/2018		DRAGON FIRE PROTECTION	\$279.50
	Invoice	Date	Description	Amount
	40763	04/10/2018	SERVICE FOR CITY HALL/IMC/IPUC	\$279.50
68598	04/26/2018		EASYLINK SERVICES CORPORATION	\$68.50
	Invoice	Date	Description	Amount
	07634191804	04/02/2018	FAX SVC-MAR 2018	\$68.50
68599	04/26/2018		EGOSCUE LAW GROUP, INC.	\$3,987.50
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	11912	04/03/2018	LEGAL SVC-FOLLOW'S CAMP	\$3,987.50
68600	04/26/2018		ELEVATE PUBLIC AFFAIRS, LLC	\$42,000.00
	Invoice	Date	Description	Amount
	1172	02/08/2018	IMC STRATEGIC CONSULTING-JAN 2018	\$6,000.00
	1171	02/08/2018	MEDIA CONSULTING-JAN 2018	\$15,000.00
	1206	03/23/2018	IMC STRATEGIC CONSULTING-FEB 2018	\$6,000.00
	1205	03/23/2018	MEDIA CONSULTING-FEB 2018	\$15,000.00
68601	04/26/2018		FISHER CONTRACTOR, INC.	\$27,265.00
	Invoice	Date	Description	Amount
	#1CITY-1447	04/01/2018	EL ENCANTO ROOF REPAIR	\$28,700.00
68602	04/26/2018		GIDDY UP RANCH	\$850.00
	Invoice	Date	Description	Amount
	PPGURVF2018	04/11/2018	PETTING ZOO-VICTORIAN FAIR	\$850.00
68603	04/26/2018		GIVEN DESIGN GROUP, INC.	\$632.80
	Invoice	Date	Description	Amount
	18-049	03/29/2018	DESIGN FOR ROOF REPAIR-EL ENCANTO	\$632.80
68604	04/26/2018		GMS ELEVATOR SERVICES, INC	\$138.00
	Invoice	Date	Description	Amount
	91857	04/01/2018	MONTHLY ELEVATOR SVC-CITY HALL	\$138.00
68605	04/26/2018		GREG'S REFRIGERATION	\$2,294.83

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	20121	08/31/2017	A/C REPAIR-SHERIFF'S STATION	\$458.85
	20122	08/31/2017	NEW COMPRESSOR-SHERIFF'S STATION	\$1,835.98
68606	04/26/2018		GT1 COLLISION REPAIR, INC.	\$400.00
	Invoice	Date	Description	Amount
	2436	04/10/2018	REPAIR OF 2006 FORD CROWN VICTORIA	\$400.00
68607	04/26/2018		HADDICK'S AUTO BODY	\$3,025.66
	Invoice	Date	Description	Amount
	047940	04/05/2018	AUTO MAINT-LIC 6PKM569	\$70.12
	047939	04/05/2018	AUTO MAINT-LIC 1320295	\$43.60
	047938	04/05/2018	AUTO MAINT-LIC 1094930	\$62.61
	047937	04/05/2018	AUTO MAINT-LIC 1370863	\$152.87
	047936	04/05/2018	AUTO MAINT-LIC 1347776	\$883.25
	047934	03/27/2018	AUTO MAINT-LIC 1198606	\$1,106.11
	047933	03/27/2018	SMOG CHECK-LIC 7W20338	\$69.00
	047932	03/27/2018	AUTO MAINT-LIC 1094930	\$266.22
	047931	03/27/2018	AUTO MAINT-LIC 6PKM569	\$358.74
	047930	03/27/2018	AUTO MAINT-LIC 1320295	\$13.14
68608	04/26/2018		INDUSTRY SECURITY SERVICES	\$50,921.22
	Invoice	Date	Description	Amount
	14-22405	04/06/2018	SECURITY SVC-TRES HERMANOS	\$2,271.28
	14-22349	03/30/2018	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-22397	04/06/2018	SECURITY SVC 3/30-4/5/18	\$15,428.34

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	14-22341	03/30/2018	SECURITY SVC 3/23-3/29/18	\$14,423.68
	14-22411	04/13/2018	SECURITY SVC 4/6-4/12/18	\$14,423.68
	14-22419	04/13/2018	SECURITY SVC-TRES HERMANOS	\$2,187.12
68609	04/26/2018		INDUSTRY SECURITY SERVICES	\$5,189.19
	Invoice	Date	Description	Amount
	14-22350	03/30/2018	SECURITY SVC-METROLINK	\$1,729.73
	14-22406	04/06/2018	SECURITY SVC-METROLINK	\$1,729.73
	14-22420	04/13/2018	SECURITY SVC-METROLINK	\$1,729.73
68610	04/26/2018		INTERNATIONAL BUDDHIST	\$200.00
	Invoice	Date	Description	Amount
	HLTVVF2018	04/02/2018	MUSICAL PERFORMANCE-VICTORIAN FAIR	\$200.00
68611	04/26/2018		JANUS PEST MANAGEMENT	\$580.00
	Invoice	Date	Description	Amount
	197363	04/01/2018	PEST SVC-HOMESTEAD APR 2018	\$580.00
68612	04/26/2018		L A COUNTY DEPT OF PUBLIC	\$4,498.77
	Invoice	Date	Description	Amount
	IN180000756	04/09/2018	ACCIDENT-NELSON @ PUENTE AVE	\$376.99
	IN180000762	04/09/2018	ACCIDENT-ATHENS @ VALLEY BLVD	\$933.48
	IN180000754	04/09/2018	ACCIDENT-NELSON @ PUENTE AVE	\$1,689.43
	IN180000761	04/09/2018	ACCIDENT-FULLERTON RD @ VALLEY BLVD	\$1,081.09
	IN180000740	03/29/2018	ACCIDENT-GALE AVE @ STIMSON AVE	\$417.78

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68613	04/26/2018		L A COUNTY DEPT OF PUBLIC	\$48,378.36
	Invoice	Date	Description	Amount
	IN180000727	03/22/2018	BLDG & SAFETY SVC-ONE STOP SHOP	\$48,378.36
68614	04/26/2018		L A COUNTY SHERIFF'S	\$795,143.39
	Invoice	Date	Description	Amount
	183240CY	04/04/2018	SHERIFF CONTRACT-MAR 2018	\$795,143.39
68615	04/26/2018		LOCKS PLUS	\$1,379.70
	Invoice	Date	Description	Amount
	24145	03/06/2018	PADLOCKS	\$1,379.70
68616	04/26/2018		LOZA, SILVIA	\$55.00
	Invoice	Date	Description	Amount
	3/29/18	03/29/2018	REFUND-CITATION ID139522	\$55.00
68617	04/26/2018		MASTEK INC.	\$99,905.12
	Invoice	Date	Description	Amount
	#1CIP-CC-18-003B	04/01/2018	EMERGENCY STANDBY POWER GENERATOR	\$105,163.29
68618	04/26/2018		MGT OF AMERICA CONSULTING, LLC	\$14,917.50
	Invoice	Date	Description	Amount
	33321	03/30/2018	USER FEE DRAFT AND TRAINING	\$14,917.50
68619	04/26/2018		MICHAEL BAKER INTERNATIONAL,	\$3,332.50
	Invoice	Date	Description	Amount

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CITY.WF.CHK - City General Wells Fargo				
	1009458	04/03/2018	PLANNING SUPPORT-FEB/MAR 2018	\$2,145.00
	1009206	03/29/2018	INITIAL STUDY-14750 NELSON AVE	\$1,187.50
68620	04/26/2018		PACIFIC UTILITY INSTALLATION	\$20,374.92
	Invoice	Date	Description	Amount
	16719	03/30/2018	OPERATIONS/MAINT SVC 3/15/18	\$12,972.50
	16720	03/30/2018	OPERATIONS/MAINT SVC 3/29/18	\$7,402.42
68621	04/26/2018		PADILLA, YVETTE	\$147.40
	Invoice	Date	Description	Amount
	SPRING 2018	12/13/2017	REIMBURSE FOR BOOKS-SPRING 2018	\$147.40
68622	04/26/2018		PARS	\$300.00
	Invoice	Date	Description	Amount
	39944	04/09/2018	ARS FEES-FEB 2018	\$300.00
68623	04/26/2018		PAVEMENT COATINGS CO.	\$8,595.30
	Invoice	Date	Description	Amount
	#2CITY-1429-RET	04/01/2018	RETENTION-2016/2017 SLURRY SEAL	\$8,595.30
68624	04/26/2018		PHYSICIANS' MEMORIAL AND	\$200.00
	Invoice	Date	Description	Amount
	SCMMVF2018	04/09/2018	PRESENTATION-VICTORIAN FAIR	\$200.00
68625	04/26/2018		PITNEY BOWES, INC.	\$111.85
	Invoice	Date	Description	Amount

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CITY.WF.CHK - City General Wells Fargo				
	3102072636	04/01/2018	POSTAGE MACHINE-FIRST FLOOR	\$111.85
68626	04/26/2018		PRICE, POSTEL & PARMA, LLP	\$1,038.50
	Invoice	Date	Description	Amount
	148926	03/21/2018	LEGAL SVC-REAL ESTATE MATTERS	\$1,038.50
68627	04/26/2018		ProcureIT USA, LLC	\$4,519.02
	Invoice	Date	Description	Amount
	PITI14659	04/02/2018	VMW PRODUCTION SUPPORT AND SUBSCRIPTION-	\$4,519.02
68628	04/26/2018		QUINN COMPANY	\$14,853.60
	Invoice	Date	Description	Amount
	WO810194960	03/29/2018	REPAIR OF CATERPILLAR	\$14,853.60
68629	04/26/2018		R.F. DICKSON CO., INC.	\$17,594.06
	Invoice	Date	Description	Amount
	2509076	03/31/2018	STREET AND PARKING LOT SWEEPING	\$17,594.06
68630	04/26/2018		RICOH USA, INC.	\$617.57
	Invoice	Date	Description	Amount
	5053058290	04/03/2018	METER READING-DEVELOPMENT COPIER	\$75.55
	24401519	04/06/2018	COPIER LEASE-FINANCE	\$289.36
	24401520	04/06/2018	COPIER LEASE-FIELD SVC	\$252.66
68631	04/26/2018		RICOH USA, INC.	\$303.63
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	58577619	03/24/2018	COPIER LEASE-DEVELOPMENT SVC	\$303.63
68632	04/26/2018		ROBINSON'S FLOWERS	\$142.30
	Invoice	Date	Description	Amount
	2927	04/02/2018	FLOWERS AND DELIVERY	\$142.30
68633	04/26/2018		SAGE ENVIRONMENTAL GROUP	\$13,744.00
	Invoice	Date	Description	Amount
	673	04/05/2018	REIMBURSEMENT FOR PROCESSING FEES-	\$2,904.00
	672	04/05/2018	BIOLOGICAL SVC-FOLLOW'S CAMP	\$10,840.00
68634	04/26/2018		SAN GABRIEL VALLEY	\$42,165.00
	Invoice	Date	Description	Amount
	CI03222018-A	03/22/2018	LANDSCAPE & MAINT SVC-TONNER CYN	\$2,160.00
	CI03222018-B	03/22/2018	LANDSCAPE & MAINT SVC-EXPO CENTER	\$21,135.00
	CI04042018-A	04/04/2018	LANDSCAPE & MAINT SVC-EXPO CENTER	\$18,870.00
68635	04/26/2018		SAN GABRIEL VALLEY NEWSPAPER	\$4,338.00
	Invoice	Date	Description	Amount
	0011094534	03/27/2018	NOTICE INVITING BIDS-EXPO CENTER PARKING LOT	\$2,038.00
	0011099846	03/30/2018	NOTICE OF PUBLIC HEARING	\$550.00
	0011091465	03/20/2018	NOTICE INVITING BIDS-IND HILLS ARENA PAINTING	\$1,750.00
68636	04/26/2018		SATSUMA LANDSCAPE & MAINT.	\$109,828.14
	Invoice	Date	Description	Amount
	0318TA	03/29/2018	LANDSCAPE SVC-TEMPLE AND AZUSA AVE	\$36,231.04

**CITY OF INDUSTRY
WELLS FARGO BANK
April 26, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	0318CH	03/29/2018	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$22,793.64
	0318XROADS	03/29/2018	LANDSCAPE SVC-CROSSROADS PKY NORTH &	\$28,775.06
	0318CH-1	03/29/2018	LANDSCAPE SVC-VARIOUS AGENCY SITES	\$22,028.40
68637	04/26/2018		SC FUELS	\$26,463.13
	Invoice	Date	Description	Amount
	3556562	04/13/2018	DIESEL FUEL-INDUSTRY HILLS PUMPS	\$26,463.13
68638	04/26/2018		SDI PRESENCE LLC	\$8,487.50
	Invoice	Date	Description	Amount
	186	02/28/2018	NEW WORLD IMPLEMENTATION-PAYROLL/HR	\$8,487.50
68639	04/26/2018		SHAMROCK SUPPLY COMPANY, INC.	\$630.00
	Invoice	Date	Description	Amount
	2191143	03/29/2018	PERAGRAVE SLIDE MARKERS	\$729.57
	2177264	02/05/2018	CLEAR CONSTRUCTION ADHESIVE	\$52.56
	2161790	12/05/2017	CREDIT-RETURNED MATERIAL	(\$58.99)
	2161714	02/05/2018	CREDIT-RETURNED MATERIAL	(\$93.14)
68640	04/26/2018		SO CAL INDUSTRIES	\$465.42
	Invoice	Date	Description	Amount
	320058	03/28/2018	RR RENTAL-TONNER CYN/GRAND AVE	\$94.92
	319414	03/23/2018	FENCE RENTAL-INDUSTRY HILLS	\$90.34
	321238	04/05/2018	RR RENTAL-TONNER CYN/57FWY	\$280.16
68641	04/26/2018		SO CAL INDUSTRIES	\$94.92

**CITY OF INDUSTRY
WELLS FARGO BANK
April 26, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	319855	03/27/2018	RR RENTAL-METROLINK	\$94.92
68642	04/26/2018		SQUARE ROOT GOLF & LANDSCAPE,	\$180,332.20
	Invoice	Date	Description	Amount
	1341H	03/29/2018	LANDSCAPE SVC-VARIOUS CITY SITES	\$150,296.54
	1340ELHM	03/29/2018	LANDSCAPE SVC-HOMESTEAD	\$15,703.66
	1339ELHM	03/29/2018	LANDSCAPE SVC-EL ENCANTO	\$8,040.00
	1338ELHM	03/29/2018	LANDSCAPE SVC-VARIOUS CITY SITES	\$6,292.00
68643	04/26/2018		SQUARE ROOT GOLF & LANDSCAPE,	\$174.75
	Invoice	Date	Description	Amount
	3/30/2018	03/30/2018	REIMBURSEMENT-PAID CITY'S SAN GABRIEL VALLEY	\$174.75
68644	04/26/2018		STAPLES BUSINESS ADVANTAGE	\$734.73
	Invoice	Date	Description	Amount
	8049249020	03/24/2018	OFFICE SUPPLIES	\$734.73
68645	04/26/2018		STATE COMPENSATION INS. FUND	\$5,700.42
	Invoice	Date	Description	Amount
	APRIL 2018	04/03/2018	PREMIUM FOR 4/1-5/1/18	\$5,700.42
68646	04/26/2018		SUPERIOR COURT OF CALIFORNIA,	\$21,169.00
	Invoice	Date	Description	Amount
	JAN-MAR 2018	04/11/2018	PARKING CITATIONS REPORT-JAN THRU MAR 2018	\$21,169.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 26, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68647	04/26/2018		TEC-REFRESH, INC.	\$96,464.94
	Invoice	Date	Description	Amount
	1093	04/05/2018	ADD'L STORAGE SPACE	\$2,211.90
	1076	02/26/2018	NETWORK STORAGE AND SERVERS	\$94,253.04
68648	04/26/2018		TETRA TECH, INC.	\$30,618.00
	Invoice	Date	Description	Amount
	51296782	03/29/2018	PRELIM DESIGN FOR STORMWATER CAPTURE PROJ 4/27 2/2018	\$30,618.00
68649	04/26/2018		TPX COMMUNICATIONS	\$6,723.44
	Invoice	Date	Description	Amount
	101886896-0	03/31/2018	INTERNET SVC-CITY/METROLINK	\$6,723.44
68650	04/26/2018		TPX COMMUNICATIONS	\$1,023.71
	Invoice	Date	Description	Amount
	101826302-0	03/31/2018	INTERNET SVC-HOMESTEAD	\$1,023.71
68651	04/26/2018		TROOP , SARAH	\$400.00
	Invoice	Date	Description	Amount
	PPSTVF2018	04/11/2018	MOURNING LECTURE-VICTORIAN FAIR	\$400.00
68652	04/26/2018		TURBO DATA SYSTEMS, INC	\$699.60
	Invoice	Date	Description	Amount
	27626	02/28/2018	CITATION PROCESSING-JAN/FEB 2018	\$699.60
68653	04/26/2018		TYLER TECHNOLOGIES, INC.	\$12,714.80

**CITY OF INDUSTRY
WELLS FARGO BANK
April 26, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	045-218526	03/14/2018	IMPLEMENTATION AND TRAINING-HR MODULE	\$6,797.28
	045-219319	03/28/2018	IMPLEMENTATION AND TRAINING-HR MODULE	\$5,917.52
68654	04/26/2018		UNDERGROUND SERVICE ALERT OF	\$57.85
	Invoice	Date	Description	Amount
	320180160	04/01/2018	DIG ALERTS	\$57.85
68655	04/26/2018		UNITED SITE SERVICES OF	\$3,086.30
	Invoice	Date	Description	Amount
	0-1315792	03/26/2018	RR RENTAL-HOMESTEAD VICTORIAN FAIR	\$3,086.30
68656	04/26/2018		VISION TECHNOLOGY SOLUTIONS,	\$10,400.00
	Invoice	Date	Description	Amount
	36476	04/02/2018	IT PROF SVC-ANNUAL FEE 4/30/18-4/29/19	\$10,400.00
68657	04/26/2018		WEATHERITE SERVICE	\$164.00
	Invoice	Date	Description	Amount
	L176373	04/01/2018	A/C MAINT-IMC APR 2018	\$164.00

Checks	Status	Count	Transaction Amount
	Total	95	\$2,198,257.49

CITY COUNCIL

ITEM NO. 5.2



CITY OF INDUSTRY

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

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

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

DATE: April 19, 2018

SUBJECT: Consideration of Professional Services Agreement with the law firm Locke Lord, LLP

DISCUSSION: Before Council is an agreement with the law firm, Locke Lord, LLP, designating one of its principals, John Harris, to assist, if necessary, the City with litigation matters as assigned by the Acting City Manager.

BUDGET IMPACT: Locke Lord will charge the City between \$525.00 and \$625.00 per hour to work on this matter. Mr. Harris's standard billing rate is \$820.00 per hour, however, he has discounted his rate to \$625.00. Attached is Locke Lord's engagement agreement.

RECOMMENDATION: Staff recommends that the City Council approve the agreement with the Locke Lord, LLP.

Attachment



Attorneys & Counselors

300 South Grand Avenue, Suite 2600
Los Angeles, CA 90071
Telephone: 213-485-1500
Fax: 213-485-1200
www.lockelord.com

John J. Harris
Direct Telephone: 213-687-6748
Direct Fax: 213-341-6748
jharris@lockelord.com

April 5, 2018

BY EMAIL AND U.S. MAIL

Troy Helling
Acting City Manager
City of Industry
15625 East Stafford Street
City of Industry, CA 91794

Re: **Engagement Agreement – Litigation Matters**

Dear Mr. Helling:

We are pleased that you have asked Locke Lord LLP ("Firm") to serve as counsel to City of Industry (the "City" or "Client") on such litigation matters as directed and assigned by the Acting City Manager. This letter will confirm our agreement with the City and instructions regarding the City's engagement of this Firm and will describe the terms and basis on which our Firm will provide legal services to the City.

Our experience has been that it is mutually beneficial to set forth at the outset of our representation the role and responsibilities of both our law firm and our client. Accordingly, we submit for your approval the following engagement agreement. If the City agrees, please have the enclosed copy of this letter signed on behalf of the City in the space provided below and return a signed copy to me. If you have any questions about these provisions or our engagement, or if you would like to discuss possible modifications, please do not hesitate to call me. Again, we are pleased to have the opportunity to represent the City.

1. *Client; Instructions and Scope of Representation.* We will be engaged to represent the City and its elected and appointed officials and employees on litigation matters as assigned by the Acting City Manager. As such matters arise, the City agrees to notify us by e-mail with details on the matter, and we will respond back as to whether we can represent the City in that matter. The City may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us.

Troy Helling
Acting City Manager
April 5, 2018
Page 2

Coverage for legal expenses or potential liability exposure is often included as a feature of various insurance policies. The City should review and analyze its policies to determine if notice should be promptly given to any of your insurers with respect to any litigation matter. We have not been retained to analyze the City's insurance policies, give notice of any potential claim or occurrence, or advise the City regarding insurance matters.

2. *Client Responsibilities.* The City agrees to cooperate fully with us and to provide promptly all information known or available to it relevant to our representation. Without such information, we may not be able to represent the City adequately. The City also agrees to pay our statements for services and expenses as provided below.

3. *Communication and Fees and Expenses.* I will be the attorney primarily responsible for this representation. When questions or comments arise about our services, staffing, billing, or other aspects of our representation, please contact me. It is important that the City is satisfied with our services and responsiveness at all times. Our fees will be based primarily on the amount of time we spend in dealing with a matter and the billing rate for each attorney and legal assistant devoting time to the matter. Our billing rates for attorneys currently range from \$265 per hour for new associates to \$865 per hour for senior partners, measured in one-tenth of an hour increments. As a courtesy to the City, we propose to reduce my billing rate for this matter to \$625 an hour and Phil Hosp's rate to \$525 an hour. (In that respect, my standard billing rate is \$820 an hour and Phil Hosp's standard rate is \$585 an hour.) These rates do not include any taxes or similar charges which will be added to the statement. Our billing rates are subject to change from time to time, usually annually. Please feel free at any time to ask for our current rates.

As indicated above, the principal basis for computing our fees will be the time spent on the matter by various lawyers multiplied by their individual hourly rates. However, as we have discussed, the City understands that in a matter of this kind it may be appropriate to take into account in establishing our fees additional factors, such as the complexity of the work, the efficiency with which it is accomplished, the extent to which we may be foregoing other client opportunities in order to satisfy the City's requirements, and the nature of the results that we ultimately achieve on the City's behalf. We will discuss any such special factors with you whenever we believe it is appropriate to do so.

In addition to our fees, the City will also be billed for disbursements and other charges incurred in performing services, such as photocopying, messenger and overnight delivery, computerized research, videotape recording, travel (including parking, airfare, lodging, meals, and ground transportation), long distance telephone, facsimile transmissions, court costs, and filing fees. To the extent we directly provide any of these services, such as photocopying, we reserve the right to adjust the amount we charge.

In the course of our engagement, it may be necessary for us to arrange for third parties to provide goods or services for the City's account (such as for local counsel, expert witnesses, and consultants, deposition costs and investigation costs). The City agrees that in each such case the City will pay directly their fees and expenses and authorize us to make arrangements to have those parties bill the City directly. The City also agrees that it will reimburse us promptly

Troy Helling
Acting City Manager
April 5, 2018
Page 3

(and separately from our normal invoice procedure, if we determine, in our discretion, separate billing is appropriate) for any such fees and expenses we pay on the City's behalf.

Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 90 days, we may suspend performing services for the City until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses.

It is not possible to give a realistic estimate of the total charges, as the fees and costs relating to this matter are not easily predictable. Any good faith estimate we have provided is based upon the limited information we presently have. We have made no commitment to the City concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

4. *Conflicts.* As we have discussed, the City is aware that the Firm represents many other companies and individuals and other cities. It is possible that during the time that we are representing the City, some of our present or future clients will have transactions or disputes with the City. The City agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for the City even if the interests or legal positions of such clients in those other matters are directly adverse. We agree, however, that the City's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the City's material disadvantage. Under applicable ethical rules governing attorneys, we can only represent elected and appointed officials and employees of the City on litigation matters if we determine that we can adequately represent each, and if each consents to such multiple representation after appropriate disclosure and consideration of the possible advantages and adverse effects of such representation.

5. *Insurance Coverage.* Coverage for legal expenses or potential liability exposure is sometimes included as a feature of various insurance policies. You should review and analyze your policies to determine if notice should be promptly given to any of your insurers. We have not been retained to analyze your insurance, give notice of any potential claim or occurrence, or advise you regarding insurance matters.

6. *Termination of Engagement.* Our relationship is based upon mutual consent and the City may terminate our representation at any time, with or without cause, by notifying us. The City's termination of our services will not affect its responsibility for payment of fees for legal services rendered and for other charges incurred before termination and in connection with an orderly transition of the matter.

Similarly, we may withdraw from the representation, with or without cause, subject to the rules of professional conduct for the jurisdictions in which we practice. There are several types

Troy Helling
Acting City Manager
April 5, 2018
Page 4

of conduct or circumstances that may require us to withdraw from representing a client, including for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, fundamental disagreements, and a conflict of interest with another client. We try to identify in advance and discuss with the City any situation that may lead to our withdrawal and, if withdrawal ever becomes necessary, we will give the City written notice of our withdrawal. If we elect to withdraw for any reason, we will be entitled to be paid for all services rendered and charges accrued on the City's behalf prior to the date of withdrawal.

7. *Conclusion of Representation; Retention and Disposition of Documents and Materials.* Unless previously terminated, our representation of the City will terminate upon our sending our final statement for services rendered in this matter. Following termination, any otherwise non-public information the City supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At the City's request, its papers and property will be returned to it promptly. We may retain Firm files including, for example, electronic records, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports prepared by or for the internal use of lawyers. All documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

8. *Post-Engagement Matters.* The City has provided instructions and is engaging the Firm to provide legal services in connection with specific matters assigned by the Acting City Manager. After completion of any such matter, changes may occur in the applicable laws or regulations that could have an impact upon the City's future rights and liabilities. Unless the City engages us after completion of such matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise the City with respect to future legal developments.

9. *Conclusion.* I hope this letter covers all relevant points regarding our engagement, but please let me know as soon as possible if you require clarification.

If the terms of our engagement meet with the City's approval, please sign, date and return the enclosed copy of this letter to me.

We very much look forward to working with you and the City on this matter.

Very truly yours,



John J. Harris

Troy Helling
Acting City Manager
April 5, 2018
Page 5

Acknowledgment and Acceptance

The City of Industry ("City") hereby acknowledges and accept the foregoing terms of the engagement of Locke Lord LLP. The City further acknowledges that it has been provided with the opportunity to retain independent counsel to advise it concerning the issues addressed in this letter.

City of Industry

By: _____

Title: _____

Date: _____

Approved as to form:

By _____

CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering
Juan Diaz, Project Manager, JMDiaz, Inc.

DATE: April 26, 2018

SUBJECT: Consideration of Award of Agreement No. DS-18-025-B, Auto Mall Alley Safety Improvements, to FS Contractors, Inc. in an amount not to exceed \$52,750.00

Background:

On February 8, 2018, the City Council authorized solicitation of public bids for the Auto Mall Alley Safety Improvements project, for an estimated cost of \$51,000.00. This project was bid to procure a contractor to construct cross gutter, raised markers, and signage to reduce vehicle speed along the Auto Mall Car Dealership alley.

The bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 241 vendors. The bid was viewed by 17 prospective bidders. The appropriate trade journals were notified on February 8, 2018. The bid was advertised on February 13, 2018 and February 20th in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until March 8, 2018 at 1:00 p.m. in the City's Planetbids™ vendor portal.

Discussion:

The bid process closed on March 15, 2018. Four (4) bids were received from the following entities: FS Contractors, Inc., PALP, EC Construction, and Hardy & Harper, Inc. The review of bids determined that FS Contractors, Inc. submitted the lowest responsive bid and has the relevant experience, qualifications, and licensing necessary to complete this project. Below is a table of all bidders and their prices, showing that FS Contractors, Inc. is the lowest bidder.

The following table represents a summary of the bids received:

Bidder	Bid Price
FS Contractors, Inc.	\$52,750.00
PALP	\$58,324.00
EC Construction	\$65,445.50
Hardy & Harper, Inc.	\$69,000.00

The Engineer's Estimate for this project was \$51,000.00. The bid price from FS Contractors, Inc. was \$52,750.00. A 10% contingency has been included with the bid price to account for potential and unforeseen project changes, and a 10% appropriation for contract administration and inspection; total cost of the appropriation is \$63,300.00.

The following table represents a project summary:

FS Contractors, Inc. Base Bid	\$52,750.00
Contingency Allowance (10%)	\$5,275.00
Contract Administration/Inspection (10%)	\$5,275.00
Total Cost:	\$63,300.00

Fiscal Impact:

Appropriate \$63,300.00 from the 2015 Bond Proceeds to City Capital Improvements – Streets – Construction Costs (Account No. 120-702-5205).

Recommendation:

- 1) City staff recommends that the City Council consider the results of the Auto Mall Alley Safety Improvements bid and award the bid to FS Contractors, Inc.; and
- 2) Appropriate \$63,300.00 from the 2015 Bond Proceeds to City Capital Improvements – Streets – Construction Costs (Account No. 120-702-5205).

Exhibits:

- 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

TH/JN/JD:jv

EXHIBIT A

Bid Results

[Attached]

Bid Results for Project Auto Mall Alley Safety Improvements (CIP-ST-18-022-B)

Issued on 02/08/2018

Bid Due on March 15, 2018 1:00 PM (Pacific)

Line Totals (Unit Price * Quantity)

Item Num	Description	Unit of Measure	Quantity	FS Contractors, Inc. -		PALP -		E C Construction -		Hardy & Harper, Inc -	
				Unit Price	Total	Unit Price	Total	Unit Price	Line Total	Unit Price	Line Total
1	Mobilization and Demobilization	LS	1	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
2	Unclassified Excavation and Back fill (Allowance Item Only)	CY	20	\$200.00	\$4,000.00	\$150.00	\$3,000.00	\$417.50	\$8,350.00	\$150.00	\$3,000.00
3	Prepare Traffic Control Plans (TCP) and Traffic Control	LS	1	\$3,500.00	\$3,500.00	\$14,000.00	\$14,000.00	\$2,570.00	\$2,570.00	\$6,000.00	\$6,000.00
4	Clearing and Grubbing	LS	1	\$500.00	\$500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$8,100.00	\$8,100.00
5	Cold Mill AC Pavement (Variable Depth)	SF	800	\$5.00	\$4,000.00	\$4.00	\$3,200.00	\$6.18	\$4,944.00	\$3.00	\$2,400.00
6	Construct 1" thick AC Pavement (PG 64-10-C) Construct PCC Curb and Gutter including	TN	5	\$600.00	\$3,000.00	\$700.00	\$3,500.00	\$1,280.00	\$6,400.00	\$1,000.00	\$5,000.00
7	Excavation and Crushed Aggregate Base	LF	100	\$80.00	\$8,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$130.00	\$13,000.00
8	Construct Cross Gutter including Excavation and	SF	450	\$35.00	\$15,750.00	\$36.00	\$16,200.00	\$58.15	\$26,167.50	\$50.00	\$22,500.00
9	Install Type "A" Ceramic Markers	LS	1	\$4,000.00	\$4,000.00	\$1,624.00	\$1,624.00	\$1,675.00	\$1,675.00	\$4,000.00	\$4,000.00
10	Traffic Signing and Striping	LS	1	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00	\$1,340.00	\$1,340.00	\$2,000.00	\$2,000.00
				Subtotal	\$52,750.00		\$58,324.00		\$65,446.50		\$69,000.00
				Total	\$52,750.00		\$58,324.00		\$65,446.50		\$69,000.00

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-ST-18-022-B

AUTO MALL ALLEY SAFETY IMPROVEMENTS

AGREEMENT NO. DS-18-025-B

BIDDER: FS Contractors, Inc.

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

SCHEDULE OF WORK ITEMS

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
1.	Mobilization and Demobilization	1	LS		
2.	Unclassified Excavation and Back fill (Allowance Item Only)	20	CY		
3.	Prepare Traffic Control Plans (TCP) and Traffic Control	1	LS		
4.	Clearing and Grubbing	1	LS		
5.	Cold Mill AC Pavement (Variable Depth)	800	SF		
6.	Construct 1" thick AC Pavement (PG 64-10-C)	5	TN		
7.	Construct PCC Curb and Gutter including Excavation and Crushed Aggregate Base	100	LF		
8.	Construct Cross Gutter including Excavation and Crushed Aggregate Base	450	SF		
9.	Install Type "A" Ceramic Markers	1	LS		
10.	Traffic Signing and Striping	1	LS		
				GRAND TOTAL	

I hereby certify that on March 15, 2018, Jose Angel Fierros
(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:

FS Contractors, Inc.
CONTRACTOR NAME

Martha@fscontractorsinc.com
EMAIL ADDRESS

1000033438
DIR #

Jose Angel Fierros
PRINT NAME

J. Angel Fierros
SIGNATURE

Bid Results for Project Auto Mall Alley Safety Improvements (CIP-ST-18-022-B)

Issued on 02/08/2018

Bid Due on March 15, 2018 1:00 PM (Pacific)

Line Totals (Unit Price * Quantity)

Item Num	Description	Unit of Measure	Quantity	FS Contractors, Inc. - Unit Price	FS Contractors, Inc. - Line Total
1	Mobilization and Demobilization	LS	1	\$8,000.00	\$8,000.00
2	Unclassified Excavation and Back fill (Allowance Item Only)	CY	20	\$200.00	\$4,000.00
3	Prepare Traffic Control Plans (TCP) and Traffic Control	LS	1	\$3,500.00	\$3,500.00
4	Clearing and Grubbing	LS	1	\$500.00	\$500.00
5	Cold Mill AC Pavement (Variable Depth)	SF	800	\$5.00	\$4,000.00
6	Construct 1" thick AC Pavement (PG 64-10-C)	TN	5	\$600.00	\$3,000.00
7	Construct PCC Curb and Gutter including Excavation and Crushed Aggregate Base	LF	100	\$80.00	\$8,000.00
8	Construct Cross Gutter including Excavation and Crushed Aggregate Base	SF	450	\$35.00	\$15,750.00
9	Install Type "A" Ceramic Markers	LS	1	\$4,000.00	\$4,000.00
10	Traffic Signing and Striping	LS	1	\$2,000.00	\$2,000.00
				Subtotal	\$52,750.00
				Total	\$52,750.00

BID RESULTS

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

AUTO MALL ALLEY SAFETY IMPROVEMENTS

AGREEMENT NO. DS-18-025-B

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

BIDDER'S INFORMATION SHEET

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

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

 1. I will provide securities in lieu of monies to be withheld to ensure performance
(Initials) under the contract as per Section D63, General Provisions.

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

The undersigned, as bidder, declares as follows:

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

IN WITNESS WHEREOF, Bidder executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 15th day of March, 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.

FS Contractors, Inc.
Bidder

14838 Bledsoe St.
Mailing Address

Salt Lake City CA 91342
City/State/Zip

(818) 838-6040
Telephone

(818) 838-6171
Fax

J. Angel Fierros
Signature

Jose Angel Fierros
Print Name

President
Title

1005940 A-C8-C27
License No./Class

7/31/19
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

Jose Angel Fierros, President
Salomon Fierros, Vice President
Jose Ernesto Fierros, Secretary

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Los Angeles }

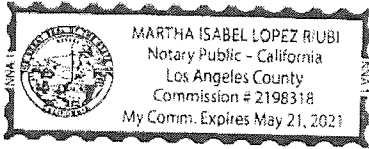
On March 14, 2018 before me, Martha Isabel Lopez Riuhi, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jose Angel Fierros
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Martha Lopez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

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

AUTO MALL ALLEY SAFETY IMPROVEMENTS

AGREEMENT NO. DS-18-025-B

Jose Angel Fierros, being first duly sworn, deposes and says that
Name

he or she is President, of FS Contractors, Inc.,
Title Name of Firm

1005940
License Number

A-C8-C27
Classification

7/31/19
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.

3-15-18
DATE

Jose Angel Fierros
SIGNATURE

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

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

AUTO MALL ALLEY SAFETY IMPROVEMENTS

AGREEMENT NO. DS-18-025-B

FS Contractors, Inc.
Bidder

certifies that:

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

- Laborer
- Cement Mason
-
-

J. Angel Fierro

Signature of Authorized
Representative of Bidder

NON-COLLUSION DECLARATION

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

AUTO MALL ALLEY SAFETY IMPROVEMENTS

AGREEMENT NO. DS-18-025-B

CONTRACTOR:

FS Contractors, Inc.

BUSINESS ADDRESS:

14838 Bledsoe St.
Sylmar CA 91342

In submitting this bid for the project:

I, Jose Angel Fierros, 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 Sylmar
California, this 15th day of March, 2018.

J. Angel Fierros
SIGNATURE

SUBCONTRACTORS LISTING

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

AUTO MALL ALLEY SAFETY IMPROVEMENTS

AGREEMENT NO. DS-18-025-B

(See Paragraph 14 - Instructions to Bidders)

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

EXHIBIT C

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

[Attached]



Contractor's License Detail for License # 1005940

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 3/19/2018 1:16:01 PM

Business Information

F S CONTRACTORS INC
14838 BLEDSOE STREET
SYLMAR, CA 91342
Business Phone Number:(818) 838-6040

Entity Corporation
Issue Date 07/29/2015
Expire Date 07/31/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
C-8 - CONCRETE
C27 - LANDSCAPING

Bonding Information

Contractor's Bond

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

Bond Number: 100280470

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

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

Effective Date: 07/29/2015

Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST

Policy Number: WSA5032771

Effective Date: 07/31/2015

Expire Date: 07/31/2018

Workers' Compensation History

Other

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



Public Works Contractor (PWC) Registration Search

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

Note: Search results will display all of the public works contractor registrations, both current and expired.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year:

PWC Registration Number:

Contractor Leg:

License Number:

County:

Do you lease employees through Professional Employer Organization (PEO)?

Please provide your current workers' compensation insurance information below:

INSURED BY CARRIER

Policyholder Name: FS CONTRACTORS INC

Insurance Carrier: INSURANCE COMPANY OF THE WEST

Policy Number: WSA503277101

Inception Date: Expiration Date:

Policy Coverage dates: 2016-07-31 2017-07-31

This is a listing of

Search Results

One registered con

Details Legal Name

View FS CONTRA

Export PDF

v2.20171120

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CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

STAFF: Kristen Weger, Management Analyst III *kw*

DATE: April 26, 2018

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with CASC Engineering and Consulting Inc., for Contract No. 2017-1021P, Initial Study /Negative Declaration or Mitigated Negative Declaration for 16601 East Chestnut Street, increasing compensation under the original amount by \$11,755 from July 27, 2017 to July 27, 2018

Discussion:

On July 27, 2017, the City Council approved a Professional Services Agreement with CASC Engineering and Consulting, Inc., ("CASC") for an Initial Study /Negative Declaration or Mitigated Negative Declaration for 16601 East Chestnut Street ("Project"), Contract No. 2017-1021P in an amount not to exceed \$35,340.

On October 26, 2017, the City Council approved Amendment No. 1 to the Agreement with CASC to perform a traffic study, as required for the Project.

Amendment No. 2 to the Agreement allows for additional California Environmental Quality Act ("CEQA") work to be performed. The additional services increase the compensation amount by \$11,755. The additional services include, but is not limited to updating and reviewing the environmental criteria, participating in Project meetings, addressing any issues as they arise to ensure timely progress of application milestones, and public meeting attendance.

Table 1 – Summary of Project Costs

CASC Engineering and Consulting, Inc. (Initial Study/Negative Declaration or Mitigated Negative Declaration)	\$35,340
Amendment No. 1 to CASC Engineering and Consulting, Inc. (Traffic Study)	\$22,900
Amendment No. 2 to CASC Engineering and Consulting, Inc. (CEQA Review)	\$11,755
Total	\$69,995

Fiscal Impact:

Appropriate of \$11,755 to the General Fund – Planning – Professional Services (account no. 100-521-5120-01) for the Professional Services Agreement with CASC Engineering and Consulting, Inc. The City will recover the costs of this contract through cost recovery agreements with developers.

Recommendation:

- 1.) Approve Amendment No. 2 to the Professional Services Agreement with CASC Engineering and Consulting, Inc., increasing compensation under the original amount by \$11,755 from July 27, 2017 to July 27, 2018; and
- 2.) Appropriate \$11,755 to the General Fund – Planning – Professional Services (account no. 100-521-5120-01) for the additional CEQA reviews.

Exhibits:

- A. Amendment No. 2 to the Professional Services Agreement with CASC Engineering and Consulting, Inc., dated April 26, 2018
- B. Amendment No. 1 to the Professional Services Agreement with CASC Engineering and Consulting, Inc., dated October 26, 2017
- C. Professional Services Agreement with CASC Engineering and Consulting, Inc., dated July 27, 2017

TH/KW:yp

EXHIBIT A

Amendment No. 2 to the Professional Services Agreement with CASÇ Engineering and Consulting, Inc., dated April 26, 2018

[Attached]

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
WITH CASC ENGINEERING AND CONSULTING, INC.**

This Amendment No. 2 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 26th day of April, 2018, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and CASC Engineering and Consulting, Inc., a California S-corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about July 13, 2017, the City Council approved a Professional Services Agreement with CASC Engineering and Consulting, Inc., to provide initial study/negative declaration or mitigated negative declaration consulting services for a project at 16601 Chestnut Street (“Project”); and

WHEREAS, during Consultant’s initial environmental review of the Project, it was determined that preparation of a traffic study was necessary to complete the assessment; and

WHEREAS, on or about October 26, 2017, given the traffic study worked required for the environmental review, the Parties amended the Agreement to increase the compensation of the Agreement by \$22,900.00, and to include the traffic study in the scope of services; and

WHEREAS, during Consultant’s initial review of the Project, it was determined that additional work related to the California Environmental Quality Act (“CEQA”) review needed to be performed in preparation of the Initial Study/Negative Declaration and Mitigation, Monitoring and Reporting Program; and

WHEREAS, given the CEQA review requires additional work, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$11,755.00, and to include the additional CEQA review work in the scope of services; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, as set forth below.

AMENDMENT

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

Section 4. Payment

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

This amount shall not exceed Sixty Nine Thousand Nine Hundred Ninety Five Dollars (\$69,995.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit A **Scope of Services**

The Scope of Services shall be amended to include the information set forth in Attachment 1, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

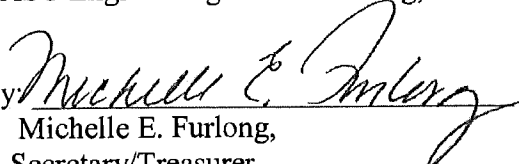
“CITY”

City of Industry

By: _____
Troy Helling, Acting City Manager

“CONSULTANT”

CASC Engineering and Consulting, Inc.

By: 
Michelle E. Furlong,
Secretary/Treasurer

Attest:

By: _____
Diane M. Schlichting, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 1

SCOPE OF SERVICES

CEQA REVIEW/PREPARATION OF THE INITIAL STUDY

Consultant will continue to coordinate updating and reviewing the environmental criteria and issues of concern, associated with the Project. Consultant shall review issues raised by the City and various other constituencies. As such, Consultant will be require an additional twenty (20) hours associated with preparation of the Initial Study and Mitigation, Monitoring, and Reporting Program.

MEETINGS AND COORDINATION WITH APPLICANT

Consultant will participate in all staff-level meetings to discuss the Project, address issues of concern and ensure timely progress of milestones of the application. Consultant will meet and coordinate with the Applicant and public agencies as necessary. Consultant will provide fifteen (15) hours of meeting and coordination time pursuant to the Scope of Services detailed herein.

MEETINGS AND COORDINATION WITH CITY

Consultant will participate in all necessary staff meetings with the City and other public agencies to discuss the Project, address issues of concern and ensure timely forward progress of the application. Consultant will provide an additional fifteen (15) hours of meeting and coordination time pursuant to the Scope of Services.

PUBLIC HEARING ATTENDANCE

Consultant will represent the City at each Planning Commission Public Hearing and the City Council Meeting. In addition, Consultant will review the City's Staff Reports associated with these meetings and provide a brief summary to the City associated with the City's Conditions of Approval, Findings and Conclusions. Consultant will attend each public meeting and speak on the City's behalf answering any questions and addressing all reasonable requests from the decision-making authority. Consultant will provide eight (8) hours of meeting and coordination time pursuant to the Scope of Services detailed herein.

EXHIBIT B

Amendment No. 1 to the Professional Services Agreement with CASC Engineering and Consulting, Inc., dated October 26, 2017

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
WITH CASC ENGINEERING AND CONSULTING, INC.**

This Amendment No. 1 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 26th day of October, 2017, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and CASC Engineering and Consulting, Inc., a California S-corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about July 13, 2017, the City, approved a Professional Services Agreement with CASC Engineering and Consulting, Inc., to provide initial study/negative declaration or mitigated negative declaration consulting services; and

WHEREAS, during the initial review of the initial study/negative declaration or mitigated negative declaration it was determined that a traffic study would be need to be prepared to complete the assessment;

WHEREAS, given the traffic study worked required for the initial study/negative declaration or mitigated negative declaration, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$22,900.00, and to include the traffic study in the scope of services; and

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

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, 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 4. Payment

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

This amount shall not exceed Fifty Eight Thousand Two Hundred Forty Dollars (\$58,240.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit A Scope of Services

The third paragraph of the Technical Studies section of the Scope of Services concerning Traffic Studies is hereby replaced with the following:

Consultant shall prepare the traffic study for the project, and shall incorporate the traffic study into the IS/ND or MND.

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

"CITY"
City of Industry

By: Paul J. Philips
Paul J. Philips, City Manager

"CONSULTANT"
CASC Engineering and Consulting, Inc.

By: Michelle E. Furlong
Michelle E. Furlong,
Secretary/Treasurer

Attest:

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

APPROVED AS TO FORM

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

EXHIBIT C

Professional Services Agreement with CASC Engineering and Consulting, Inc.,
dated July 27, 2017

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of July 27, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and CASC Engineering and Consulting, Inc., a California S-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 July 27, 2018, 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 environmental planning and consulting 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 Thirty-Five Thousand Three Hundred Forty Dollars (\$35,340.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

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

Attention: City Manager

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

To Consultant:

Michelle E. Furlong
Secretary/Treasurer
CASC Engineering & Consulting, Inc.
1470 E. Cooley Drive
Colton, CA 92324

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"
City of Industry

By: Paul J. Philips
Paul J. Philips, City Manager

"CONSULTANT"
CASC Engineering and Consulting, Inc.

By: Michelle E. Furlong
Michelle E. Furlong,
Secretary/Treasurer

Attest:

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

Approved as to form:

By: Matthew Gorman
~~James M. Gorman, City Attorney~~
Matthew Gorman, Deputy City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall prepare an **Initial Study/ Negative Declaration or Mitigated Negative Declaration** (“IS/ND or MND”), and any related mitigation monitoring and reporting program (“MMRP”) for the project located at 16601 Chestnut Street (“Project”) (as detailed below). Consultant shall peer review the technical studies provided by the Project applicant and incorporate all mitigation measures identified for the Project into the IS/ND or MND. Consultant shall prepare responses to comments on the environmental document and attend all public hearings.

TECHNICAL STUDIES

Provided by the Applicant:

- Phase I and Phase II Environmental Assessments
- Geotechnical Report
- Exterior Noise Analysis
- Hazardous Material Survey Report
- Hydrology Studies: Water Quality Management Plan (WQMP)

Provided by the Consultant:

- Consultant shall be responsible for the peer review of, and the incorporation of, the technical studies provided by the applicant, the drafting of any additional studies required to complete the environmental review, and for drafting the IS/ND or MND and MMRP. Consultant shall prepare the air quality, greenhouse gas emissions analysis and draft all related mitigation measures addressing significant impacts. The Exterior Noise Analysis shall be prepared by the applicant, if needed.
- Traffic Studies (if determined to be required) will be prepared by one of the City’s Engineering Bench consultants under a separate professional services agreement. Consultant is responsible for reviewing and incorporating the traffic study into the IS/ND or MND.

Provided by the City:

- Background information on other aspects of the environmental review such as cultural and biological resources, land use, population/housing, and public services impacts prepared for other projects and applicable to this project will be provided by the City.

PROJECT DESCRIPTION

Development Site:

The 24.69 acre, 1,075,565 square foot property underneath existing SCE power lines contains no existing structures. The property has been used as a nursery in the past but has been vacant for several years. The site is located on the north side of Chestnut Avenue and is bounded by the San Jose Creek to the north, Anaheim Puente Road to the east, Chestnut Street to the south and approximately 2,800 feet west of Bixby Road to the west. The irregular shaped property is long and narrow and is approximately 6,500 feet in length and ranges in width from 140 feet to 315 feet. The adjacent property to the north across San Jose Creek is the UPRR yard, Properties to the south across Chestnut Avenue consist of Industrial and warehouse uses, To the East across Anaheim Puente Road

are two existing single family residential units and to the west are railroad tracks and industrial buildings and to the southwest are a power plant and a Edison substation. The property is zoned Industrial (I) and has a General Plan land use designation of Employment.

Proposed Project:

This project consists of utilizing the 24.69 acre, 1,075,565 square foot property for a storage facility for semi-trailers and tractors, containers, and automobiles. Site improvements include paving, portable guard trailers, portable offices, restrooms and a decorative screen wall and landscaping along Chestnut Street.

The developer previously submitted and obtained approval for a Development Plan and Zone Exception in 2008 (Job Number 8863). An Initial Study was also prepared in June 2008. Pursuant to Section 17.36.080 of the City of Industry's Municipal Code, the Development Plan approval expires after twelve months. The Development Plan expired because the developer did not obtain permits within the twelve month period. The new developer is now moving forward with the project and will need a new Development Plan approval and has resubmitted a complete Development Plan Application.

Additional information regarding the project is contained in Attachments 1, 2 & 3 of this Agreement, attached hereto, and incorporated herein by reference. The enclosed attachments include: City of Industry Development Plan Application dated March 3, 2017 and the Site Plan, and Elevations, and the Initial Study submitted with Development Plan No 08-16.

TASK 1 – PROJECT INITIATION

Consultant will attend a kick-off meeting with the applicant's project team and City staff to discuss the Project and the proposed scope of work. Consultant will identify data needs, project objectives, and ensure that deliverables are consistent with the overall project timeline.

Deliverable

- ✓ Kick-off meeting

TASK 2—PROJECT DESCRIPTION

Consultant will work with City staff and the applicant to prepare a project description that will comply with the California Environmental Quality Act ("CEQA"), articulate the proposed development activity, required discretionary approvals, and any other pertinent information. Information provided by the applicant will be the basis for the project description.

Deliverable

- ✓ Project Description

TASK 3—PREPARE 1st AND 2nd SCREEN CHECK IS/MND and MMRP

Consultant will prepare the environmental impact evaluation for the Screen check IS/ND or MND. City staff will not prepare any IS/ND or MND sections but will provide to the Consultant any required information to complete the analysis. Consultant shall submit the screen checks to staff. If staff comments are extensive, a second screen check IS/ND or MND must be provided by Consultant. No additional funding will be allocated to Consultant for a second screen check document and review cycle. Consultant will prepare all required CEQA forms including Notice of Intent, Initial Study (IS), and distribution list for City review and approval. City will distribute. All

conclusions and substantiating information will be documented in the IS/ND or MND Consultant will finalize and City will distribute the IS/ND or MND.

Deliverables

- ✓ Screen check IS/ND or MND and MMRP
- ✓ Notice of Intent
- ✓ Distribution List

TASK 4—PREPARE PROOF CHECK DRAFT IS/MND

Upon receipt of the City's and applicant's comments on the screen check IS/ND or MND submittal, Consultant will make revisions and resubmit the document as a PROOF CHECK IS/ND or MND. A proof check IS/ND or MND is the final print copy of the IS/ND or MND before printing. No major comments on the document are anticipated from City staff at this level of the review.

Deliverable

- ✓ Proof check IS/ND or MND

TASK 5—CIRCULATION OF DRAFT IS/ND or MND AND MMRP

The proof check document with any revisions requested by City staff will serve as the Draft IS/ND or MND and MMRP. Consultant will prepare and City will distribute copies of the draft IS/ND or MND. Consultant will prepare for City distribution ALL required CEQA notices for this project (i.e. the Notice of Completion, Notice of Availability, etc.). The City of Industry will be responsible for newspaper notices.

Deliverable

- ✓ Draft IS/ND or MND and MMRP
- ✓ CEQA Notices

TASK 6 —PREPARE RESPONSES TO COMMENTS

Although not required by CEQA, the City's policy is to provide a thorough Responses to Comments document for the IS/ND or MND. The Responses to Comments document is expected to be very detailed and comprehensive. Upon receipt of written comments on the Draft IS/ND or MND from the State Clearinghouse and other parties, Consultant will review all comments. Consultant will prepare written responses to comments that raise environmental issues, and provide the document to the City. These responses will be provided as separate Responses to Comments document. Upon receipt of the City's comments, Consultant will finalize the responses to comments. Responses to public agency comments will be mailed by City.

Deliverable

- ✓ Responses to Comments

TASK 7 -- MEETING ATTENDANCE AS NEEDED

In addition to the kick-off meeting, the proposal should budget for the following public meetings:

- Planning Commission public hearings (one or more meetings)
- City Council public hearing (one or more meetings)

EXHIBIT B

RATE SCHEDULE

<u>Civil Engineering</u>			<u>Planning</u>	
President/Principal Engineer	\$185	Planning Director	\$175	
Director	\$175	Senior Program Manager/Technical Specialist	\$165	
Senior Program Manager/Technical Specialist	\$165	Senior Project Manager - Planning	\$155	
Program Manager	\$155	Project Manager - Planning	\$125	
Project Manager/Senior Engineer III	\$150	Senior Planner II	\$125	
Project Manager/Senior Engineer II	\$145	Senior Planner I	\$115	
Project Manager/Senior Engineer I	\$140	Planner II	\$105	
Assistant Project Manager	\$135	Planner I	\$95	
Project Engineer	\$130	Graphic Artist	\$85	
Senior Designer II	\$125	Associate Planner	\$75	
Senior Designer I	\$120	Planning Aide	\$65	
Design Engineer II	\$115			
Design Engineer I	\$110	<u>Landscape Architectures</u>		
Designer II	\$105	Licensed Landscape Architect	\$155	
Designer I	\$100	Senior Landscape Designer	\$130	
CADD Drafter II	\$90	Associate Landscape Designer	\$110	
CADD Drafter I	\$85	Assistant Landscape Designer	\$95	
Technical Aide	\$75	Landscape CADD Drafter	\$80	
<u>Environmental/Water Quality Services</u>		<u>Construction Management</u>		
Director	\$175	Resident Engineer	\$150	
Senior Program Manager/Technical Specialist	\$165	Assistant Resident Engineer	\$135	
Program Manager	\$155	Field Inspector III	\$115	
Project Manager/Technical Specialist	\$150	Field Inspector II	\$100	
Senior Environmental Analyst/Scientist III	\$145	Field Inspector I	\$85	
Senior Environmental Analyst/Scientist II	\$140			
Senior Environmental Analyst/Scientist I	\$135	<u>Surveying and Mapping</u>		
Environmental Analyst/Scientist III	\$130	Licensed Surveyor/Director	\$175	
Environmental Analyst/Scientist II	\$125	Senior Survey Project Manager	\$150	
Environmental Analyst/Scientist I	\$115	Senior Survey Analyst	\$135	
Staff Analyst/Scientist II	\$105	Senior Calculator	\$125	
Staff Analyst/Scientist I	\$95	Calculator II	\$115	
Staff Assistant II	\$85	Calculator I	\$105	
Staff Assistant I	\$75	Survey Analyst II	\$95	
		Survey Analyst I	\$85	
		Technical Aide	\$75	
<u>Clerical</u>		<u>Field Survey Crews</u>		
Project Coordinator/Clerical III	\$80	Three Person Survey/GPS Crew	\$265	
Project Coordinator/Clerical II	\$75	Two Person Survey/GPS Crew	\$240	
Project Coordinator/Clerical I	\$70	One Person Survey/GPS Crew	\$210	
Project Assistant	\$65			

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

STAFF: Kristen Weger, Management Analyst III *KW*

DATE: April 26, 2018

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with CASC Engineering and Consulting Inc., for Contract No. 2017-1028, Initial Study/Negative Declaration or Mitigated Negative Declaration for 13031 Temple Avenue, increasing compensation under the original amount by \$10,400 from October 26, 2017 to October 26, 2019

Discussion:

On October 26, 2017, the City Council approved a Professional Services Agreement with CASC Engineering and Consulting, Inc., ("CASC") for an Initial Study/Negative Declaration or Mitigated Negative Declaration ("IS/MND") for 13031 East Temple Avenue ("Project"), Contract No. 2017-1028, in an amount not to exceed \$31,340.

On December 14, 2017, the City Council approved Amendment No. 1 to the Agreement with CASC to add a Phase I Environmental Site Assessment, which included, but is not limited to, hazard materials and asbestos surveys, and lead paint inspections. The compensation was increased by \$6,300 to perform the additional work.

Amendment No. 2 to the Professional Services Agreement allows for additional California Environmental Quality Act ("CEQA") work to be performed in preparation of the IS/MND and Mitigation, Monitoring and Reporting Program. The compensation would be increased by \$10,400 to include the additional CEQA work which includes, but it not limited to updating and reviewing the environmental criteria associated with the Project and participating in all required staff meetings to ensure timely forward progress of the application.

Table 1 – Summary of Project Costs

CASC Engineering and Consulting, Inc. (Initial Study/Negative Declaration or Mitigated Negative Declaration)	\$31,340
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Amendment No. 1 to CASC Engineering and Consulting, Inc. (Environmental Site Assessment)	\$6,300
Amendment No. 2 to CASC Engineering and Consulting, Inc. (CEQA Review)	\$10,400
Total	\$48,040

Fiscal Impact:

Appropriate \$10,400 to the General Fund – Planning – Professional Services (account no. 100-521-5120-01) for the Professional Services Agreement with CASC Engineering and Consulting, Inc.

Recommendation:

- 1.) Approve Amendment No. 2 to the Professional Services Agreement with CASC Engineering and Consulting, Inc., increasing compensation under the original amount by \$10,400 from October 26, 2017 to October 26, 2019; and
- 2.) Appropriate \$10,400 to the General Fund – Planning – Professional Services (account no. 100-521-5120-01) for the additional CEQA review.

Exhibits:

- A. Amendment No. 2 to the Professional Services Agreement with CASC Engineering and Consulting, Inc., dated April 26, 2018
- B. Amendment No. 1 to the Professional Services Agreement with CASC Engineering and Consulting, Inc., dated December 14, 2017
- C. Professional Services Agreement with CASC Engineering and Consulting, Inc., dated October 26, 2017

TH/KW

EXHIBIT A

Amendment No. 2 to the Professional Services Agreement with CASC Engineering and Consulting, Inc., dated April 26, 2018

[Attached]

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
WITH CASC ENGINEERING AND CONSULTING, INC.**

This Amendment No. 2 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 26th day of April, 2018, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and CASC Engineering and Consulting, Inc., a California S-corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about October 26, 2017, the City Council approved a Professional Services Agreement with the Consultant to provide environmental consulting services for a project at 13031 Temple Avenue in the City (“Project”); and

WHEREAS, during Consultant’s initial environmental review of the Project, it was determined that a Phase 1 Environmental Site Assessment was necessary to complete the assessment; and

WHEREAS, on or about December 14, 2017, the City Council approved Amendment No. 1 to the Professional Services Agreement to complete a Phase 1 Environmental Site Assessment increasing the compensation by \$6,300.00 and amending the scope of services to include the additional work; and

WHEREAS, during Consultant’s initial review of the Project, it was determined that additional work related to the California Environmental Quality Act (“CEQA”) review needed to be performed in preparation of the Initial Study and Mitigation, Monitoring and Reporting Program; and

WHEREAS, given the additional CEQA work, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$10,400.00, and to include the additional CEQA work in the scope of services; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, as set forth below.

AMENDMENT

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

Section 4. Payment

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

This amount shall not exceed Forty Eight Thousand Forty Dollars (\$48,040.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit A Scope of Services

The Scope of Services shall be amended to include the information set forth in Attachment 2, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

“CITY”

City of Industry

By: _____
Troy Helling, Acting City Manager
Secretary/Treasurer

“CONSULTANT”

CASC Engineering and Consulting, Inc.

By:  _____
Michelle E. Furlong

Attest:

By: _____
Diane M. Schlichting, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 1
SCOPE OF SERVICES

CEQA REVIEW/PREPARATION OF THE INITIAL STUDY

Consultant will continue to coordinate updating and reviewing the environmental criteria and issues of concern, associated with the Project. Consultant shall review issues raised by the City and various other constituencies, not to exceed fifty-five (55) hours.

MEETINGS AND COORDINATION

Consultant will participate in all necessary staff meetings with the City and other public agencies to discuss the Project, address issues of concern and ensure timely forward progress of the application. Consultant will provide an additional twenty-five (25) hours of meeting and coordination time pursuant to the Scope of Services.

EXHIBIT B

Amendment No. 1 to the Professional Services Agreement with CASC Engineering and Consulting, Inc., dated December 14, 2017

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
WITH CASC ENGINEERING AND CONSULTING, INC.**

This Amendment No. 1 to the Agreement for Consulting Services ("Agreement"), is made and entered into this 14th day of December, 2017, ("Effective Date") by and between the City of Industry, a California municipal corporation ("City") and CASC Engineering and Consulting, Inc., a California S-corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about October 26, 2017, the City Council, approved a Professional Services Agreement with the Consultant to provide environmental consulting services for a project at 13031 Temple Avenue in the City ("Project"); and

WHEREAS, during Consultant's initial environmental review of the Project, it was determined that a Phase I Environmental Site Assessment was necessary to complete the assessment; and

WHEREAS, given the Phase I Environmental Site Assessment required additional work, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$6,300.00, and to include the Phase I Environmental Site Assessment in the scope of services; and

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

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, 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 4. Payment

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

This amount shall not exceed Thirty Seven Thousand Six Hundred Forty Dollars (\$37,640.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit A Scope of Services

The Scope of Services shall be amended to include the information set forth in Attachment 1, attached hereto and incorporated herein by reference.

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

"CITY"
City of Industry

"CONSULTANT"
CASC Engineering and Consulting, Inc.

By: Paul J. Philips
Paul J. Philips, City Manager

By: Michelle E. Furlong
Michelle E. Furlong, Secretary/Treasurer

Attest:

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

APPROVED AS TO FORM

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

ATTACHMENT 1
SCOPE OF SERVICES

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

Consultant will coordinate a Phase I Environmental Site Assessment (ESA) of the Project location in accordance with industry accepted practices, including a property inspection, interviews with owners/occupants, research of standard historic and regulatory records.

• **NON-AMERICAN STANDARD TESTING AND MATERIALS ITEMS**

Consultant will coordinate the following Non-American Standard Testing and Materials "Non-ASTM Scope" services as part of the assessment, such as a visual inspection of the accessed areas of property buildings for visual evidence of systematic or significant mold, microbial or moisture intrusion problems within buildings. This is not intended to be a comprehensive survey for mold/microbial problems. Consultant will coordinate the review the Environmental Protection Agency (EPA) published "Radon Zone" classification for the county in which the Property is located. If identified, Consultant will comment on the presence of radon mitigation systems.

• **HAZARD MATERIALS (HAZMAT) SURVEY**

Consultant will coordinate a comprehensive *Industry Hazard Materials Survey*, including an **Asbestos Survey**, a *Hazard Material Inventory*, and a *Lead Paint Inspection*, which shall include, but is not limited to:

- **Asbestos Survey:** Consultant will coordinate an asbestos survey to identify and quantify any existing asbestos-containing materials found at the Project location. An Asbestos Survey Report summarizing the analytical results and survey findings will be prepared.
- **Hazardous Material Inventory:** Consultant will coordinate a visual inspection and inventory hazardous substances and petroleum products to include systems with hydraulic fluids, oils, automotive greases and solvents, suspect mercury containing equipment including fluorescent, mercury-vapor, and high intensity discharge (HID) lamps, as well as liquid mercury-containing equipment such as switches, thermostats, and other temperature control and heating, ventilation and air conditioning (HVAC) devices. Photographic documentation will be collected of the above identified items.
- **Lead Paint Inspection:** Consultant will coordinate a lead based paint sampling in accordance with Chapter 7 of the EPA Housing and Urban Development (HUD) guidelines. Upon conclusion of the field survey, an inspection report shall be issued summarizing the analytical results and survey findings.

EXHIBIT C

Professional Services Agreement with CASC Engineering and Consulting, Inc., dated
October 26, 2017

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of October 26, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and CASC Engineering and Consulting, Inc., a California S-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 October 26, 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 environmental planning and consulting, 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 Thirty-One Thousand Three Hundred and Forty Dollars (\$31,340.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

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

With a Copy To: James M. Casso, City Attorney
Casso & Sparks, LLP

13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

To Consultant:

Michal Kolbenschlag
Director of Environmental Services
CASC Engineering & Consulting, Inc.
633 W. Route 66, Suite A
Glendora, CA 91740

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

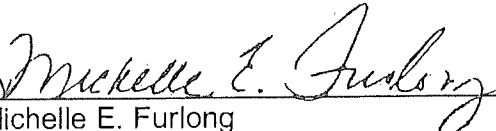
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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


"CITY"
City of Industry

"CONSULTANT"
CASC Engineering and Consulting, Inc.

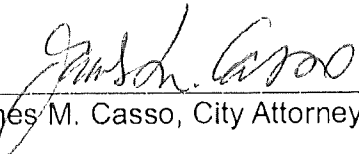
By: 
Paul J. Phillips, City Manager

By: 
Michelle E. Furlong
Secretary/Treasurer

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

Consultant shall prepare an **Initial Study/ Negative Declaration or Mitigated Negative Declaration** (“IS/ND or MND”), and any related mitigation monitoring and reporting program (“MMRP”) for the project located at 13031 Temple Street (“Project”) (as detailed below). Consultant shall peer review the technical studies provided by the Project applicant and incorporate all mitigation measures identified for the Project into the IS/ND or MND. Consultant shall prepare responses to comments on the environmental document and attend all public hearings.

Provided by the Applicant:

- Phase I and Phase II Environmental Assessments
- Geotechnical Report
- Exterior Noise Analysis
- Hazardous Material Survey Report
- Hydrology Studies: Water Quality Management Plan (WQMP)

Provided by the Consultant:

- Consultant shall peer review and incorporate the technical studies provided by the applicant, draft any additional studies required to complete the environmental review, and draft the IS/ND or MND and MMRP. The Consultant shall prepare the air quality and greenhouse gas emissions analysis, and draft of all related mitigation measures addressing significant impacts. Traffic Studies (if determined to be required) will be prepared by one of the City’s Engineering Bench consultants under a separate professional services agreement. Consultant is responsible for reviewing and incorporating the traffic study into the IS/ND or MND.

Provided by the City:

- Background information on other aspects of the environmental review such as cultural and biological resources, land use, population/housing, and public services impacts prepared for other projects and applicable to this project will be provided by the City.

DESCRIPTION

Development Site:

The property is located at 13031 Temple Avenue, City of Industry (APN 8564-011-013). The property is approximately 146,797 square feet and is currently developed with an existing 29,654 warehouse structure. The site is located on an irregular shape lot that is accessible through Temple Avenue. The subject property is surrounded by developed industrial uses to the north, south and east across Temple Avenue, and all streets and properties west of the site are in the jurisdiction of Los Angeles County. Presently, there are 23 existing parking spaces and 2,211 square feet of landscaping along Temple Avenue. Additionally, the property contains an existing railroad used for freight hauling that abuts City of Industry and Los Angeles County boarder.

Proposed Project:

Gilbert Lo, representing Wei-Chaun U.S.A, Inc., is proposing to construct two (2) separate freezer additions to the existing structure. The freezer addition to be constructed along the north elevation of the structure is a total of 4,799 square feet and the freezer addition proposed on the south elevation of the structure is 9,746 square feet resulting in a 14,545 square foot addition. The applicant is also proposing 67 additional parking spaces as a result of the increase in building foot print. Finally, if permitted, the applicant is proposing to remove the existing railroad track on the northeast corner of the property and replace with landscaping; landscaping will also be installed south of the property.

TASK 1 – PROJECT INITIATION

Consultant will attend a kick-off meeting with the applicant's project team and City staff to discuss the project and the proposed scope of work. Consultant will identify data needs, project objectives, and ensure that deliverables are consistent with the overall project timeline.

Deliverable

- ✓ Kick-off meeting

TASK 2—PROJECT DESCRIPTION

Consultant will work with City staff and the applicant to prepare a project description that will comply with the California Environmental Quality Act ("CEQA"), articulate the proposed development activity, required discretionary approvals, and any other pertinent information. Information provided by the applicant will be the basis for the project description.

Deliverable

- ✓ Project Description

TASK 3—PREPARE 1st AND 2nd SCREEN CHECK IS/MND and MMRP

Consultant will prepare the environmental impact evaluation for the Screen check IS/ND or MND. City staff will not prepare any IS/ND or MND sections but will provide to the Consultant any required information to complete the analysis. If staff comments are extensive, a second screen check IS/ND or MND must be provided by Consultant. A second screen check document and review cycle must therefore be budgeted. Consultant will prepare all required CEQA forms including Notice of Intent, Initial Study (IS), and distribution list for City review and approval. City will distribute. All conclusions and substantiating information will be documented in the IS/ND or MND Consultant will finalize and City will distribute the IS/ND or MND.

Deliverables

- ✓ Screen check IS/ND or MND and MMRP
- ✓ Notice of Intent
- ✓ Distribution List

TASK 4—PREPARE PROOF CHECK DRAFT IS/MND

Upon receipt of the City's and applicant's comments on the screen check IS/ND or MND submittal, Consultant will make revisions and resubmit the document as a PROOF CHECK IS/ND or MND. A proof check IS/ND or MND is the final print copy of the IS/ND or MND before printing. No major comments on the document are anticipated from City staff at this level of the review.

Deliverable

- ✓ Proof check IS/ND or MND

TASK 5—CIRCULATION OF DRAFT IS/ND or MND AND MMRP

The proof check document with any revisions requested by City staff will serve as the Draft IS/ND or MND and MMRP. Consultant will prepare and City will distribute copies of the draft IS/ND or MND. Consultant will prepare for City distribution **ALL** required CEQA notices for this project (i.e. the Notice of Completion, Notice of Availability, etc.). The City will be responsible for newspaper notices.

Deliverable

- ✓ Draft IS/ND or MND and MMRP
- ✓ CEQA Notices

TASK 6 —PREPARE RESPONSES TO COMMENTS

Although not required by CEQA, the City's policy is to provide a thorough Responses to Comments document for the IS/ND or MND. The Responses to Comments document is expected to be very detailed and comprehensive. Upon receipt of written comments on the Draft IS/ND or MND from the State Clearinghouse and other parties, Consultant will review all comments. Consultant will prepare written responses to comments that raise environmental issues. These responses will be provided as separate Responses to Comments document. Upon receipt of the City's comments, Consultant will finalize the responses to comments. Responses to public agency comments will be mailed by City.

Deliverable

- ✓ Responses to Comments

TASK 7 -- MEETING ATTENDANCE AS NEEDED

Consultant shall attend the following meetings:

- Planning Commission public hearings (one or more meetings)
- City Council public hearing (one or more meetings)

EXHIBIT B
RATE SCHEDULE

Civil Engineering

President/Principal Engineer	\$185
Director	\$175
Senior Program Manager/Technical Specialist	\$165
Program Manager	\$155
Project Manager/Senior Engineer III	\$150
Project Manager/Senior Engineer II	\$145
Project Manager/Senior Engineer I	\$140
Assistant Project Manager	\$135
Project Engineer	\$130
Senior Designer II	\$125
Senior Designer I	\$120
Design Engineer II	\$115
Design Engineer I	\$110
Designer II	\$105
Designer I	\$100
CADD Drafter II	\$90
CADD Drafter I	\$85
Technical Aide	\$75

Environmental/Water Quality Services

Director	\$175
Senior Program Manager/Technical Specialist	\$165
Program Manager	\$155
Project Manager/Technical Specialist	\$150
Senior Environmental Analyst/ Scientist III	\$145
Senior Environmental Analyst/ Scientist II	\$140
Senior Environmental Analyst/ Scientist I	\$135
Environmental Analyst/ Scientist III	\$130
Environmental Analyst/ Scientist II	\$125
Environmental Analyst/ Scientist I	\$115
Staff Analyst/Scientist II	\$105
Staff Analyst/Scientist I	\$95
Staff Assistant II	\$85
Staff Assistant I	\$75

Clerical

Project Coordinator/Clerical III	\$80
Project Coordinator/Clerical II	\$75
Project Coordinator/Clerical I	\$70
Project Assistant	\$65

Planning

Planning Director	\$175
Senior Program Manager/Technical Specialist	\$165
Senior Project Manager - Planning	\$155
Project Manager - Planning	\$135
Senior Planner II	\$125
Senior Planner I	\$115
Planner II	\$105
Planner I	\$95
Graphic Artist	\$85
Associate Planner	\$75
Planning Aide	\$65

Landscape Architectures

Licensed Landscape Architect	\$155
Senior Landscape Designer	\$130
Associate Landscape Designer	\$110
Assistant Landscape Designer	\$95
Landscape CADD Drafter	\$80

Construction Management

Resident Engineer	\$150
Assistant Resident Engineer	\$135
Field Inspector III	\$115
Field Inspector II	\$100
Field Inspector I	\$85

Surveying and Mapping

Licensed Surveyor/ Director	\$175
Senior Survey Project Manager	\$150
Senior Survey Analyst	\$135
Senior Calculator	\$125
Calculator II	\$115
Calculator I	\$105
Survey Analyst II	\$95
Survey Analyst I	\$85
Technical Aide	\$75

Field Survey Crews

Three Person Survey/GPS Crew	\$265
Two Person Survey/GPS Crew	\$240
One Person Survey/GPS Crew	\$210

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering
Mathew Hudson, Design Engineer, CNC Engineering

DATE: April 26, 2018

SUBJECT: Consideration to reject the bids for CIP-FAC-18-023-B, Hatcher Yard Facility Demo

Background:

On February 8, 2018, the City Council authorized solicitation of public bids for the Hatcher Yard Facility Demo project, for an estimated cost of \$18,000.00. This project was bid to procure a contractor to provide the demolition of an existing 2,400 square foot single-story wood structure building at the Hatcher Yard Facility. The contractor was to 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 foot high 112 linear foot chain link fence. All construction debris was to be removed and all adjacent structures would be protected in place.

The bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 166 vendors. The bid was viewed by 21 prospective bidders. The appropriate trade journals were notified on February 8, 2018. The bid was advertised on February 13, 2018 and February 20, 2018 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until March 1, 2018 at 11:00 a.m. in the City's Planetbids™ vendor portal.

Discussion:

The bid process closed on March 13, 2018. Three (3) bids were received from the following entities: SS+K Contractors, All American Contracting Corporation, and Minako America Corporation. The review of the bids found SS+K Contractors to be the apparent low bidder however, SS+K Contractors did not completely fill out all of the required documents specifically Bidders Information Sheet (C-8). Therefore, SS+K Contractors bid was determined to be non-responsive. The next apparent low bidder was All American Contracting Corporation, who also didn't fill out all of the required documents specifically Bidders Information Sheet (C-8). The next apparent low bidder was Minako American Corporation, however their bid amount was almost four times the engineer estimate.

Below is a table of all bidders and their prices. At this time staff is recommending that City Council reject all bids. Due to the dollar amount staff intends to follow the City's informal bid procedures.

The following table represents a summary of the bids received:

Bidder	Bid Price
SS+K Consultant	\$17,928.00
All American Contracting Corporation	\$26,025.00
Minako America Corporation	\$70,184.00

Fiscal Impact:

The City will incur some additional costs to rebid the project, however the alternative is to award the contract to Minako America Corporation at \$ 70,184. The City should be able to rebid this project where bids should be closer to the engineers estimate saving approximately \$50,000.

Recommendation:

- 1) Staff recommends that the City Council reject all bids received for Contract No. CIP-FAC-18-023-B, Hatcher Yard Facility Demo

Exhibit:

- A. City of Industry Notice of Intent to Reject all Bids
-

TH/JN/MH:jv


EXHIBIT A

City of Industry Notice of Intent to Reject all Bids

[Attached]

CITY OF INDUSTRY

NOTICE IS HEREBY GIVEN to all bidders that at its meeting on April 26, 2018, City Staff will recommend that the City Council formally reject all bids for **Project No. CIP-FAC-18-023-B – Hatcher Yard Facility Demo**, as more particularly described in the plans and specifications therefore.



Troy Helling
Acting City Manager

CITY COUNCIL

ITEM NO. 6.5

RESOLUTION NO. CC 2018-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO THE GABRIEL FOUNDATION IN THE AMOUNT OF ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00) TO SUPPORT COMMUNITY PROGRAMS AND EVENTS

RECITALS

WHEREAS, The Gabriel Foundation (“Foundation”) is a California non-profit organization that raises funds to provide programs and resources to disadvantaged children throughout the San Gabriel Valley. The Foundation has sponsored the Community Kids Day and has introduced Western Heritage to thousands of children in grades three through five; and

WHEREAS, the Foundation requested a donation from the City to assist in promotion and conducting its events; and

WHEREAS, the City’s donation serves a public purpose in that with the City’s donation, the Foundation is able to provide grant funds to various organizations throughout the San Gabriel Valley that work to assist children in need, including, but not limited to, the Industry Sheriff’s Youth Athletic League, the Delhaven Community Center, the East Valley Boys & Girls Club, and countless other organizations. The City’s donation will allow the Foundation to provide grant funding to assist non-profit organizations in the community and surrounding areas; and

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

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

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

SECTION 2: The City’s donation serves a public purpose in that with the City’s donation, the Foundation is able to provide grant funds to various organizations throughout the San Gabriel Valley that work to assist children in need, including, but not limited to, the Industry Sheriff’s Youth Athletic League, the Delhaven Community Center, the East Valley Boys & Girls Club, and countless other organizations. The City’s donation will allow the Foundation to provide grant funding to assist non-profit organizations in the community and surrounding areas.

SECTION 3: The City Council hereby approves a donation of One Hundred Five Thousand Dollars (\$105,000.00) to the Foundation to support community programs and events.

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

SECTION 5: The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on April 26, 2018, by the following vote:

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

Mark D. Radecki, Mayor

ATTEST:

Diane M. Schlichting, City Clerk

CITY COUNCIL

ITEM NO. 6.6

RESOLUTION NO. CC 2018-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO THE FRIENDS OF INDUSTRY SHERIFF'S STATION IN THE AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000.00) TO PROVIDE FINANCIAL ASSISTANCE TO COMMUNITY MEMBERS IN NEED

RECITALS

WHEREAS, the Friends of Industry Sheriff's Station ("FISS") is a California non-profit organization that maintains a 777 Fund which designates funds to assist community members in need; and

WHEREAS, through the 777 Fund, the FISS has provided hotel vouchers for homeless families in the community; and

WHEREAS, funding for the hotel vouchers is nearly depleted, and to continue assisting families, the FISS has requested a donation from the City; and

WHEREAS, the City's donation serves a public purpose in that with the City's donation, the FISS is able to provide funds to people and families who are in need of assistance in the community. The City's donation will allow the FISS to continue to provide hotel vouchers and other funding to homeless and other families and individuals in the community and surrounding areas; and

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

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

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

SECTION 2: The City's donation serves a public purpose in that with the City's donation, the FISS is able to provide funds to people and families who are in need of assistance in the community. The City's donation will allow the FISS to continue to provide hotel vouchers and other funding to homeless and other families and individuals in the community and surrounding areas.

SECTION 3: The City Council hereby approves a donation of Five Thousand Dollars (\$5,000.00) to the FISS to provide financial assistance to community members in need.

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

SECTION 5: The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on April 26, 2018, by the following vote:

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

Mark D. Radecki, Mayor

ATTEST:

Diane M. Schlichting, City Clerk

CITY COUNCIL

ITEM NO. 6.7



CITY OF INDUSTRY

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

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: James M. Casso, City Attorney

DATE: April 19, 2018

SUBJECT: Consideration of Acting City Manager Employment with Troy Helling

DISCUSSION: Effective April 12, 2018, the City Council appointed Troy Helling to serve as the Acting City Manager and directed the City Attorney's office to negotiate a contract with Mr. Helling.

For your consideration is the Acting City Manager Employment Agreement with Troy Helling (the "Agreement"). The Agreement provides for a six-month term. If the Agreement is terminated or not extended, Mr. Helling is entitled to return to his previous position as City Planner.

If approved, Mr. Helling, in addition to his salary, would receive benefits similar to previous city managers.

The City Council may terminate the Agreement at any time with or without cause and without notice to Mr. Helling. Mr. Helling, on the other hand, may terminate the Agreement with or without cause, but he must provide the City at least 14 days written notice. If, and/or when, the Agreement is terminated, Mr. Helling is not entitled to any severance pay.

FISCAL IMPACT: Under Agreement, staff seeks Council direction regarding Mr. Helling's salary.

RECOMMENDATION: Staff seeks direction from the Council

Attachment

ACTING CITY MANAGER EMPLOYMENT AGREEMENT

This Acting City Manager Employment Agreement (the "Agreement") is made and effective as though entered into the 12th day of April, 2018 by and between the City of Industry, a California municipal corporation and charter city (hereinafter, the "City") and Troy Helling, an individual, (hereinafter, "Helling"). City and Helling are hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITALS

The City desires to employ the services of Helling in the capacity of Acting City Manager, and further desires to assure the service of Helling by establishing herein certain salary and limited benefits, and other terms and conditions of his employment.

Helling desires to accept employment as Acting City Manager effective on April 12, 2018, under the terms and conditions set below.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations hereinafter set forth, the Parties hereto agree as follows:

SECTION I DUTIES

A. The City hereby agrees to employ Helling as Acting City Manager conferring upon and delegating to Helling the overall responsibility of the City Manager, for management and administration of the City as set forth in the City's Charter and Municipal Code (collectively, the "Code"), and to perform such other legally permissible and proper duties and functions as the Industry City Council (hereinafter, "City Council") may from time to time assign.

B. Helling accepts employment as Acting City Manager and agrees to serve as such commencing as of April 12, 2018. Helling shall serve as an officer of the City pursuant to the authority set forth in any applicable State law, the City's Charter and Chapter 2.08 of the Code. Helling shall be responsible for attending all regular, adjourned regular and special City Council and Successor Agency meetings or other meetings of City agencies and commissions, which are generally held on the second and fourth Thursdays of each month, all City Council agenda meetings, Department Head meetings, Oversight Board meetings and provide regularly scheduled office hours at City Hall.

C. Helling shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession. He shall comply with and carry out the City's rules and regulations and he shall obey all federal, state and local laws, rules and regulations, as they apply to the performance of his duties.

D. Helling shall devote his full energies, interest, abilities and productive time to the performance of this Agreement and shall not render, without the City's prior written consent, services of any kind to others for compensation or engage in any other activity which would materially interfere with the performance of his duties under this Agreement.

E. Helling shall not engage in any activity which is or may become a conflict of interest with his obligations to the City or which might create an incompatibility of office as defined under California law. He shall also complete and file financial disclosure statements immediately upon entry into his employment and annually thereafter at the appointed times.

SECTION II **TERM**

This Agreement shall become effective on April 12, 2018, and terminate not later than October 9, 2018, unless otherwise terminated as set forth herein.

The City Council agrees that it shall evaluate Helling's performance on or before August 23, 2018. The evaluation date may be extended upon written consent of both Parties but in no event shall it extend beyond September 27, 2018, or as permitted under the law.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Helling at any time, subject only to the provisions set forth in Section III of this Agreement.

The Parties recognize and affirm that: 1) Helling shall serve at the will and pleasure of the City Council and Helling understands that he is "at will," subject to summary dismissal without any right of notice or hearing, including any so-called Skelly hearing; 2) there is no express or implied promise made to Helling for any form of continued employment, except as set forth in Section III of this Agreement; and 3) this Agreement is the sole and exclusive basis for an employment relationship between Helling and the City.

Helling agrees to remain in the exclusive employ of the City during the term of this Agreement. This Agreement shall not be construed to preclude incidental and occasional teaching, writing or consulting performed by Helling. Furthermore, this Agreement shall not be construed to preclude volunteer work performed by Helling, so long as the provisions set forth in Section I, paragraph E of this Agreement is not violated.

SECTION III **TERMINATION AND/OR FUTURE EMPLOYMENT**

The City Council may terminate this Agreement for convenience in its absolute discretion at any time with or without cause and without notice to Helling. Helling may terminate this Agreement at any time with or without cause, provided he gives the City Council no less than 14 days advance written notice prior to the effective date of termination, unless a shorter period is acceptable to the City Council. Helling expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement for any reason whatsoever.

Notwithstanding any other term in this Agreement, if this Agreement is terminated by the City or Helling does not become the City's City Manager prior to the expiration the Agreement, and any subsequent extensions, the Parties agree that Helling shall be permitted to return to his position as Planner for the City at his annual salary as of March 1, 2018, plus the aggregate of any cost of living adjustment provided to City employees.

SECTION V
COMPENSATION

Effective as of April 12, 2018 the City agrees to pay Helling for his services rendered hereunder at an annual rate of XXXXXXXXX 00/100 Dollars (\$XXX,000.00), which sum shall be considered the base salary and shall be payable in installments at the same times as the City's other employees are paid, and subject to customary withholdings.

SECTION VI
AUTOMOBILE

A. During the term of this Agreement, the City shall provide Helling with a suitable City-owned automobile for his exclusive and reasonable personal use. The City shall be responsible for paying for liability, property damage and comprehensive insurance for said automobile, and shall be responsible for paying for the purchase/lease of said automobile, gasoline for and maintenance and repair of said automobile, and for replacement of said automobile in accordance with the City's vehicle replacement policy.

B In the event Helling, at his sole and absolute discretion, does not use a City-owned automobile and, instead, exclusively uses his personal vehicle for City related business, the City shall pay Helling a \$600.00 per month automobile allowance. Helling shall be eligible for the monthly automobile allowance only if he possesses a valid California driver's license and maintains all legally required insurance coverage established by the State of California and, on an annual basis, provides proof of his valid license and insurance coverage to the City Clerk.

SECTION VII
VACATION, SICK AND OTHER SUPPLEMENTAL BENEFITS

A. Except as modified herein, during the term of this Agreement, the City shall provide Helling with vacation, sick and holiday pay in the same manner as provided to all other City employees.

B. Helling shall accrue vacation at the rate of 14 hours per month of service with no limits on the number of hours accrued. Helling shall accrue sick leave at the rate of 10 hours per month, with no limits on the number of hours accrued. At Helling's option, Helling may receive a cash payment for any unused vacation and sick leave hours once per year. The cash payment shall be at the Helling's then current rate of pay.

C. During the term of this Agreement, as permitted under law, the City shall pay for Helling's and the City's contributions to membership in the California Public Employees Retirement System ("CalPERS").

D. Helling may elect to participate in a 457 Deferred Compensation Retirement Plan. The City, on an annual basis, shall make a contribution of no less than \$2,000.00 per

month on Helling's behalf to the Helling's account with the 457 Deferred Compensation Retirement Plan of Employee's choice.

E. The City shall provide Helling other benefits as mandated by law.

F. Upon the effective date of this Agreement, Helling shall be eligible for 20 hours of management leave which may be used at Helling's discretion and upon prior written notice to the City Council. Helling's unused management leave shall not carry forward to the next year, nor is it eligible for cash payment at any time during Helling's tenure.

G. In the event that Helling returns to his position as a result of the termination of this Agreement, Helling's benefits shall return to those provided to all other City employees, and Sections VII A.-F. of this Agreement shall terminate.

SECTION VIII **OUT OF POCKET EXPENSES**

The City shall reimburse Helling for reasonable out-of-pocket expenses incurred in connection with the City's business, including, but not limited to, travel, food and lodging while away from home, subject to such policies as the City may from time to time establish for its employees. The City also shall provide Helling a monthly mobile telephone allowance of \$150.00 for use of his personal mobile telephone in carrying out his duties as set forth herein and in the Code. Helling may attend, at the City's expense, the League of California Cities Annual Conference ("LOCC"), the LOCC's City Manager's Conference, the Annual California Contract Cities Association Seminar and if he is a member, the International City/County Management Association ("ICMA") Annual Conference.

SECTION IX **OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Helling provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City's Code or other applicable law.

B. The provisions of the City's Code and any Industry personnel resolution(s) shall apply to Helling except where the specific provisions conflict with this Agreement, in which event the terms and conditions of this Agreement shall prevail.

SECTION X **CONFIDENTIAL INFORMATION**

Employment with the City creates a relationship of confidence and trust between Helling and the City, with respect to all Confidential Information of City. "Confidential Information" includes but is not limited to attorney-client communications, trade secrets, confidential information, client lists, knowledge or data of the City or any of its constituent

entities or members that Helling may produce, obtain or otherwise acquire or have access to during the course of Helling's employment with the City, including but not limited to personnel information, passwords, and computer security systems. Helling agrees that during and after Helling's employment with the City, Helling (i) shall keep all Confidential Information confidential and shall not directly or indirectly use, divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information without prior written consent of the City, unless otherwise required by law or court order; and (ii) shall refrain from any action or conduct which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the Confidential Information. Upon termination of employment for any reason, Helling agrees to return promptly to the City all writings and other tangible things in Helling's possession that contain Confidential Information.

SECTION XI **WARRANTIES**

Helling warrants that, as of the commencement of this Agreement, he will be able to immediately begin performance of his duties and that, by entering into this Agreement, he will not be in violation of any other contract or agreement related to his employment, or his eligibility or availability for employment that could subject him or the City to any claims or liability.

SECTION XII **INDEMNIFICATION AND BONDS**

A. The City agrees to defend, hold harmless and indemnify Helling, subject to the provisions and limitations set forth in Government Code Section 825 *et seq.*, against any and all claims, liabilities, expenses or damages of any nature, including reasonable attorney's fees, arising out of or in connection with Helling's performance of the course and scope of this Agreement. The City may decline to defend Helling as permitted in the California Government Code. At its sole discretion, the City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.

B. The City shall bear the full cost of any fidelity or other bonds which may be required in the performance of Helling's services under this Agreement.

SECTION XIII **GENERAL PROVISIONS**

A. This Agreement is the final expression of the complete Agreement of the Parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the Parties.

B. This Agreement is not assignable by either the City or Helling.

C. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder

of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

D. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an original signed copy had been delivered.

E. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

F. Each of the Parties acknowledges that she or it has been represented by independent legal counsel of its own choosing, or if not, has been advised to obtain independent legal counsel and has freely and voluntarily waived and relinquished the right to legal counsel. Further, each Party who has not obtained independent legal counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. This Agreement shall be interpreted and construed according to the laws of the State of California, and venue shall be in the County of Los Angeles.

H. All notices shall be personally delivered or mailed to the addresses listed below:

Troy Helling
Address in personnel file

Diane Schlichting, City Clerk
City of Industry
15625 East Stafford Street, Suite 100
City of Industry, CA 91744

Courtesy copy to:
James M. Casso
Casso & Sparks, LLP
13200 Crossroads Parkway N
Suite 345
City of Industry, CA 91746

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

ACTING CITY MANAGER

CITY OF INDUSTRY

Troy Helling

Mark D. Radecki, Mayor

ATTEST:

Diane Schlichting, City Clerk

APPROVED AS TO FORM

James M. Casso, City Attorney