

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

MAY 10, 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 May 10, 2018

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

5.2 Consideration of the minutes of the January 12, 2017 regular meeting, January 13, 2017 joint special meeting, January 26, 2017 regular meeting, January 26, 2017 special meeting, February 9, 2017 regular meeting, and February 23, 2017 regular meeting

RECOMMENDED ACTION: Approve as submitted.

6. **ACTION ITEMS**

6.1 Consideration of Resolution No. CC 2018-11 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AFFIRMING ITS ELECTION TO RECEIVE PAYMENTS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33607.5(b) FOR THE CIVIC-RECREATIONAL-INDUSTRIAL REDEVELOPMENT PROJECT AREA NO. 1, THE TRANSPORTATION-DISTRIBUTION-INDUSTRIAL REDEVELOPMENT PROJECT AREA NO. 2, THE TRANSPORTATION-DISTRIBUTION-INDUSTRIAL REDEVELOPMENT PROJECT AREA NO. 3, AND THE CIVIC-RECREATIONAL-INDUSTRIAL REDEVELOPMENT PROJECT AREA NO. 4

RECOMMENDED ACTION: Adopt Resolution No. CC 2018-11.

6.2 Consideration of Resolution No. CC 2018-12 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE CITY OF LA PUENTE, IN THE AMOUNT OF FORTY THOUSAND DOLLARS (\$40,000.00) FOR THE ANNUAL FORTUNATO JIMENEZ INDEPENDENCE DAY CELEBRATION

RECOMMENDED ACTION: Adopt Resolution No. CC 2018-12.

6.3 Consideration of Resolution No. CC 2018-13 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA RESCINDING RESOLUTION NO. CC 2017-21, AND ADOPTING A SALARY RANGE SCHEDULE FOR CITY EMPLOYEES AND ELECTED OFFICIALS FOR FISCAL YEAR 2017-2018

RECOMMENDED ACTION: Adopt Resolution No. CC 2018-13.

- 6.4 Consideration of a Professional Services Agreement with PlaceWorks, Inc., to provide an Initial Study/Negative Declaration or Mitigated Negative Declaration for a development project at 13530 Nelson Avenue, in an amount not-to-exceed \$29,275.00, from May 10, 2018 to May 9, 2019 (Contract No. PL-JN-18-001-DD)

RECOMMENDED ACTION: Approve the Agreement.

- 6.5 Consideration of a Professional Services Agreement with PlaceWorks, Inc., to provide an Initial Study/Negative Declaration or Mitigated Negative Declaration for a development project at 333 Hacienda Boulevard, in an amount not-to-exceed \$29,887.00, from May 10, 2018 to May 9, 2019 (Contract No. PL-JN-18-002-DD)

RECOMMENDED ACTION: Approve the Agreement.

- 6.6 Consideration of a Design Build Services Agreement with ABM Electrical Power Services, LLC, for Electric Vehicle Pay for Use Charging Stations, in an amount not-to-exceed \$280,048.00 (Contract No. EU-18-004-E, Project No. CIP-EU-18-002-B)

RECOMMENDED ACTION: Approve the Agreement.

- 6.7 Consideration of the Notice of Completion for the El Encanto Convalescent Hospital Roof Repair project with Fisher Contractors, Inc. (Project No. CITY-1447)

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

- 6.8 Consideration of the Notice of Completion for the Grand Crossing Substation – Phase 1, 2, and 3 Substructure and Cabling project with Pacific Utilities Installation, Inc. (Project No. CITY-1431)

RECOMMENDED ACTION: Approve the Notice of Completion and authorize the City Engineer to execute and the City Clerk to file same.

- 6.9 Consideration of an Agreement with Birdi & Associates, Inc., to provide Metrolink Station Video Security System Installation, and Commissioning Services, in an amount not-to-exceed \$70,344.54 (Contract No. DS-18-018-B, Project No. CIP-FAC-18-013-B)

RECOMMENDED ACTION: Approve the Agreement.

- 6.10 Consideration of an Agreement with Quality Light and Electrical for the El Encanto Parking Electrical Repairs project, in an amount not-to-exceed \$59,778.95 (Contract No. DS-18-049-A, Project No. CIP-FAC-18-010-B)

RECOMMENDED ACTION: Approve the Agreement.

- 6.11 Consideration of Change Order No. 1, and Notice of Completion for the 2016 Clean Out of Storm Water Treatment Devices project with United Storm Water, Inc. (Project No. CITY-1425)

RECOMMENDED ACTION: Approve Change Order No. 1, authorize the City Manager to execute the Change Order, approve the Notice of Completion and authorize the Engineer to execute, and the City Clerk to file same.

- 6.12 Consideration of Change Order Nos. 2 and 3, for Phase 1 Hudson (YAL) Building Tenant Improvements, with Golden Gate Construction (Contract No. CITY-1441)

RECOMMENDED ACTION: Approve the Change Orders and authorize the Mayor to execute same.

- 6.13 Presentation and discussion regarding the Temple Avenue and Azusa Avenue Trail Project and payments to San Gabriel Valley Conservation Corps for the Industry Trail Maintenance.

RECOMMENDED ACTION: Provide direction to staff and authorize the payment in the amount of \$67,324.16 to San Gabriel Valley Conservation Corps.

- 6.14 Consideration of an Agreement with DELT Builders, Inc., for the Industry Hills Trail Grading Restoration Phase B project, in an amount not-to-exceed \$354,109.00 (Contract No. DS-18-039-B, Project No.CIP-IH-18-006-B)

RECOMMENDED ACTION: Approve the Agreement.

- 6.15 Consideration of an Agreement with Sidra Group, Inc., dba Trinity Fence, for the Expo Main Gate Improvements project, in an amount not-to-exceed \$199,876.00 (Contract No. DS-18-039-B, CIP-EXPO-18-008-B)

RECOMMENDED ACTION: Approve the Agreement.

7. **CITY COUNCIL COMMITTEE REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

10.1 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; 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

- 10.2 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
- 10.3 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
- 10.4 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
- 10.5 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Skyscraper Brewing Company, Inc., v. Successor Agency to the Industry-Urban Development Agency, City of Industry, et al.
Los Angeles Superior Court East District
Case No. KC0268505
- 10.6 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (Two Potential Cases)
- 10.7 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4) (One Potential Case)

11. Adjournment. The next regular City Council Meeting will be Thursday, May 24, 2018 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF MAY 10, 2018**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,305,986.32
103	PROP A FUND	1,109,088.50
120	CAPITAL IMPROVEMENT FUND	2,437,011.95
161	IPUC - ELECTRIC	349,752.50
TOTAL ALL FUNDS		6,201,839.27

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	142,520.24
REF	REFUSE - CKING ACCOUNT	678.61
WFBK	WELLS FARGO - CKING ACCOUNT	6,058,640.42
TOTAL ALL BANKS		6,201,839.27

APPROVED PER ACTING CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
May 10, 2018**

Check	Date	Payee Name	Check Amount
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CITYELEC.CHK - City Electric

1442	04/25/2018		\$62,114.93
	Invoice	Date	Amount
	04/25/2018	04/25/2018	\$62,114.93
		TRANSFER FUNDS-ELECTRIC	

CITYGEN.CHK - City General

WT1065	04/13/2018		\$8,456.74
	Invoice	Date	Amount
	MARCH 2018	04/13/2018	\$8,456.74
		PARS CONTRIBUTIONS FOR MARCH 2018	

WT1066	04/19/2018		\$23,153.36
	Invoice	Date	Amount
	MAY-JUN2018	04/19/2018	\$23,153.36
		MEDICAL PREMIUM REIMBURSEMENTS	

WT1067	04/23/2018		\$43,511.10
	Invoice	Date	Amount
	MAY 2018	04/23/2018	\$43,511.10
		CALPERS MEDICAL PREMIUM FOR MAY 2018	

PROPA.CHK - Prop A Checking

CITY OF INDUSTRY
BANK OF AMERICA
May 10, 2018

Check	Date	Payee Name		Check Amount
11764	04/25/2018	CITY OF INDUSTRY		\$5,284.11
	Invoice	Date	Description	Amount
	04/25/18	04/25/2018	TRANSFER FUNDS-PROP A A/P	\$5,284.11

Checks	Status	Count	Transaction Amount
	Total	5	\$142,520.24

**CITY OF INDUSTRY
WELLS FARGO REFUSE
May 10, 2018**

Check	Date	Payee Name		Check Amount
REFUSE - Refuse Account				
80090	05/10/2018	CALIF MUSTANG SALES & PARTS		\$678.61
	Invoice	Date	Description	Amount
	4/23/2018	04/23/2018	REFUND-CID ACCOUNT #000937	\$678.61

Check	Status	Count	Transaction Amount
	Total	1	\$678.61

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
68658	04/24/2018			ANNEALTA GROUP	\$106,750.00
	Invoice	Date	Description	Amount	
	1164	03/06/2018	STORMWATER COMPLIANCE	\$23,217.50	
	1165	03/06/2018	GENERAL DEVELOPMENT SVC-FEB 2018	\$53,862.50	
	1166	03/06/2018	GENERAL PLANNING SVC-FEB 2018	\$26,355.00	
	1169	03/06/2018	17801 GALE AVE., DP 18-1	\$2,210.00	
	1170	03/06/2018	338 TURNBULL CYN, DP 18-2	\$680.00	
	1167	03/06/2018	13031 TEMPLE AVE., DP17-6	\$255.00	
	1168	03/06/2018	17585 COLIMA RD #C, CUP 17-7	\$170.00	
68659	04/26/2018			BANK OF AMERICA - VISA	\$3,957.61
	Invoice	Date	Description	Amount	
	2018-00001323	04/06/2018	03/07-04/06/18 CREDIT CARD EXPENSES-AGUIRRE	\$3,957.61	
68660	04/26/2018			BANK OF AMERICA - VISA	\$560.26
	Invoice	Date	Description	Amount	
	2018-00001322	04/06/2018	03/07-04/06/18 CREDIT CARD EXPENSES	\$560.26	
68661	04/26/2018			CALPINE ENERGY SOLUTIONS, LLC	\$61,011.46
	Invoice	Date	Description	Amount	
	181030008783619	04/13/2018	WHOLESALE USE-MAR 2018	\$61,011.46	
68662	04/26/2018			CARLSON, CALLADINE & PETERSON,	\$92,070.00
	Invoice	Date	Description	Amount	
	20125	03/16/2018	LEGAL SVC-FEB 2018	\$92,070.00	

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
68663	04/26/2018	CORDOBA CORPORATION		\$1,302,185.19
	Invoice	Date	Description	Amount
	218204	03/30/2018	UTILITY ADMINISTRATION 3/1-3/23/18	\$89,559.70
	218173	03/10/2018	ENGINEERING STAFF-FEB 2018	\$416,330.75
	218205	03/10/2018	ENGINEERING STAFF 3/1-3/23/18	\$399,380.11
	218144	02/14/2018	ENGINEERING STAFF-JAN 2018	\$396,914.63
68664	04/26/2018	FRONTIER		\$732.04
	Invoice	Date	Description	Amount
	2018-00001310	04/07/2018	04/07-05/06/18 SVC - GS-408 BREA CYN RD	\$36.47
	2018-00001311	04/10/2018	04/10-05/09/18 SVC-747 S. ANAHEIM PUENTE RD	\$158.07
	841 7TH-APR18	04/10/2018	04/10-05/09/18 SVC - 841 S. 7TH	\$110.85
	2018-00001312	04/10/2018	04/10-05/09/18 SVC - 600 BREA CYN RD	\$230.52
	2018-00001313	04/10/2018	04/10-05/09/18 SVC - EM-21858 GARCIA LN-ALARM	\$75.33
	2018-00001314	04/10/2018	04/10-05/09/18 SVC - GS-21640 VALLEY BLVD	\$60.40
	2018-00001315	04/10/2018	04/10-05/09/18 SVC - EM-21508 BAKER PKWY BLDG 22	\$60.40
68665	04/26/2018	HUMANA INSURANCE COMPANY		\$5,311.65
	Invoice	Date	Description	Amount
	389690353	04/13/2018	DENTAL PREMIUM FOR MAY 2018	\$5,311.65
68666	04/26/2018	INDUSTRY PUBLIC UTILITY		\$3,608.38
	Invoice	Date	Description	Amount
	2018-00001316	04/16/2018	03/10-04/10/18 SVC - 370 GRAND AVE SOUTH	\$62.45
	2018-00001317	04/16/2018	03/10-04/10/18 SVC - 600 BREA CYN RD	\$3,545.93

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
68667	04/26/2018			MUTUAL OF OMAHA	\$6,610.60
	Invoice	Date	Description	Amount	
	725908461	05/01/2018	LIFE INSURANCE PREMIUM FOR MAY 2018	\$6,610.60	
68668	04/26/2018			SHELL ENERGY NORTH AMERICA-US	\$105,332.00
	Invoice	Date	Description	Amount	
	1983754	04/04/2018	WHOLESALE USE-MAR 2018	\$86,832.00	
	1983755	04/04/2018	CAPACITY FOR MARCH 2018	\$18,500.00	
68669	04/26/2018			SO CALIFORNIA EDISON COMPANY	\$1,007.48
	Invoice	Date	Description	Amount	
	2018-00001318	04/11/2018	03/01-04/01/18 SVC - GALE AVE / L STREET	\$35.77	
	2018-00001319	04/12/2018	02/12-04/09/18 SVC - VALLEY BLVD U-VARIOUS SITES	\$849.45	
	2018-00001320	04/12/2018	03/12-04/11/18 SVC - 575 BALDWIN PARK BLVD U	\$66.18	
	2018-00001321	04/13/2018	03/13-04/12/18 SVC - 490 7TH U	\$56.08	
68670	04/26/2018			UNUM LIFE INSURANCE COMPANY	\$5,447.20
	Invoice	Date	Description	Amount	
	5/1-5/31/18	04/18/2018	LONG TERM CARE PREMIUM FOR MAY 2018	\$5,447.20	
68671	04/26/2018			VERIZON BUSINESS	\$317.33
	Invoice	Date	Description	Amount	
	63417613	04/10/2018	03/01-03/31/18 SVC - VARIOUS SITES	\$46.64	
	63417614	04/10/2018	02/01-03/31/18 SVC - VARIOUS SITES	\$270.69	
68672	04/26/2018			WALNUT VALLEY WATER DISTRICT	\$5,314.72

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
Invoice	Date	Description	Amount
2966325	04/10/2018	03/01-03/31/18 SVC - IRR 820 FAIRWAY DR	\$86.38
2966377	04/10/2018	03/01-03/31/18 SVC - LEMON AVE N OF CURRIER RD	\$105.75
2966411	04/10/2018	03/01-03/31/18 SVC - BREA CYN RD & OLD RANCH RD	\$37.73
2966427	04/10/2018	03/01-03/31/18 SVC - FERRERO & GRAND EAST RAMP	\$632.33
2966446	04/10/2018	03/01-03/31/18 SVC - BAKER PKWY METER #1	\$99.88
2966447	04/10/2018	03/01-03/31/18 SVC - BAKER PKWY METER #2	\$101.31
2966453	04/10/2018	03/01-03/31/18 SVC - GRAND AVE CROSSING	\$111.31
2966454	04/10/2018	03/01-03/31/18 SVC - GRAND AVE CROSSING	\$77.73
2966456	04/10/2018	03/01-03/31/18 SVC - 22002 VALLEY BLVD	\$25.20
2966473	04/10/2018	03/01-03/31/18 SVC - 21350 VALLEY-MEDIAN	\$25.20
2966474	04/10/2018	03/01-03/31/18 SVC - GRAND CROSSING EAST	\$46.68
2966475	04/10/2018	03/01-03/31/18 SVC - GRAND CROSSING WEST	\$62.79
2966476	04/10/2018	03/01-03/31/18 SVC - BAKER PKWY & GRAND N/W CNR	\$1,869.22
2966483	04/10/2018	03/01-03/31/18 SVC - E/S GRAND S/O BAKER PKWY	\$159.77
2966489	04/10/2018	03/01-03/31/18 SVC - BREA CYN N OF RR TRKS	\$138.14
2966490	04/10/2018	03/01-03/31/18 SVC - BREA CYN N OF CURRIER	\$25.37
2966492	04/10/2018	03/01-03/31/18 SVC - 60 FWY INTERCHANGE FAIRWAY	\$20.00
2966510	04/10/2018	03/01-03/31/18 SVC - END OF BAKER PKWY-TEMP	\$1,326.99
2966517	04/10/2018	03/01-03/31/18 SVC - 21627 GRAND CROSSING PKWY	\$127.03
2966518	04/10/2018	03/01-03/31/18 SVC - 21627 GRAND CROSSING PKWY	\$127.74
2967170	04/11/2018	03/01-03/29/18 SVC - PUMP STN N/W CHERYL	\$25.20
2967190	04/11/2018	03/01-03/29/18 SVC - PUMP STN BREA CYN	\$23.44
2967414	04/11/2018	03/01-03/29/18 SVC - NOGALES PUMP STN	\$59.53
68673	04/26/2018	WALNUT VALLEY WATER DISTRICT	\$155.01

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2966296	04/10/2018	03/01-03/31/18 SVC - IRR METROLINK STA-SPANISH	\$135.01
	2967189	04/11/2018	03/01-03/29/18 SVC - PLATFORM METROLINK-BREA	\$20.00
68674	04/26/2018		FRIENDS OF INDUSTRY SHERIFF'S	\$5,000.00
	Invoice	Date	Description	Amount
	04/26/18	04/26/2018	DONATION TO ASSIST COMMUNITY MEMBERS IN	\$5,000.00
68675	05/01/2018		CALIFORNIA DEPT OF TAX AND FEE	\$1,343.43
	Invoice	Date	Description	Amount
	44-042837	05/01/2018	IH FUEL STORAGE TANK TAXES, JAN-DEC 2017,	\$1,343.43
68676	05/01/2018		FIDELITY SECURITY LIFE	\$1,278.00
	Invoice	Date	Description	Amount
	163493159	05/01/2018	VISION PREMIUM FOR MAY 2018	\$1,278.00
68677	05/01/2018		STATE BOARD OF EQUALIZATION	\$2,204.10
	Invoice	Date	Description	Amount
	58-629169	05/01/2018	IH DIESEL FUEL TAX FOR 11/1/17-ACCT #58-629169	\$2,204.10
68678	05/01/2018		STATE CONTROLLER'S OFFICE	\$1,283.45
	Invoice	Date	Description	Amount
	58-606192	05/01/2018	IH FUEL TAX FOR 11/1/17-ACCT #58-606192	\$1,283.45
68679	05/02/2018		AT & T	\$354.52
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2018-00001340	04/17/2018	04/17-05/16/18 SVC - 17001 CARBON CYN RD-RADIO	\$182.52
	2018-00001341	04/17/2018	04/17-05/16/18 SVC - 15000 TONNER CYN-GUARD	\$172.00
68680	05/02/2018		CITY OF CHINO HILL UTILITY	\$268.50
	Invoice	Date	Description	Amount
	2018-00001342	04/18/2018	03/15-04/16/18 SVC - 1550 RANCHO HILLS DR	\$268.50
68681	05/02/2018		FRONTIER	\$500.66
	Invoice	Date	Description	Amount
	2018-00001343	04/16/2018	04/16-05/15/18 SVC - GS-208 OLD RANCH RD	\$49.02
	2018-00001344	04/16/2018	04/16-05/15/18 SVC - BREA CYN PUMP STN	\$68.99
	2018-00001345	04/16/2018	04/16-05/15/18 SVC - PH AUTO PLAZA	\$169.77
	2018-00001346	04/19/2018	04/19-05/18/18 SVC - GS-21660 VALLEY BLVD	\$44.05
	2018-00001347	04/19/2018	04/19-05/18/18 SVC - EM-21438 BAKER PKWY BLDG 25	\$51.37
	2018-00001348	04/19/2018	04/19-05/18/18 SVC - EM-21415 BAKER PKWY	\$51.37
	2018-00001349	04/19/2018	04/19-05/18/18 SVC - FOLLOW'S CAMP GUARD	\$66.09
68682	05/02/2018		SAN GABRIEL VALLEY WATER CO.	\$401.17
	Invoice	Date	Description	Amount
	2018-00001350	04/17/2018	03/15-04/16/18 SVC - 14329 VALLEY	\$232.77
	841 7TH-APR18	04/19/2018	03/19-04/18/18 SVC - 841 S SEVENTH	\$168.40
68683	05/02/2018		SO CALIFORNIA EDISON COMPANY	\$187.93
	Invoice	Date	Description	Amount
	2018-00001337	04/21/2018	02/14-03/16/18 SVC - 19001 TONNER CYN RD	\$187.93

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
68684	05/02/2018	SO CALIFORNIA EDISON COMPANY		\$58,054.17
	Invoice	Date	Description	Amount
	2018-00001325	04/18/2018	03/16-04/17/18 SVC - 17635 GALE	\$1,136.01
	2018-00001326	04/18/2018	03/16-04/17/18 SVC - 1341 FULLERTON RD	\$25.79
	2018-00001327	04/19/2018	12/06/17-04/01/18 SVC - VARIOUS SITES	\$38,542.48
	2018-00001328	04/19/2018	02/27-04/17/18 SVC - VARIOUS SITES	\$2,702.02
	2018-00001329	04/19/2018	08/14/17-04/01/18 SVC - VARIOUS SITES	\$4,334.59
	2018-00001330	04/19/2018	03/16-04/17/18 SVC - VARIOUS SITES	\$3,441.71
	2018-00001331	04/19/2018	03/16-04/17/18 SVC - PECK RD S/O PELLISSIER	\$37.63
	841 7TH-APR18	04/19/2018	03/16-04/17/18 SVC - 841 7TH AVE	\$612.03
	2018-00001332	04/19/2018	03/16-04/17/18 SVC - VARIOUS SITES	\$47.36
	2018-00001333	04/19/2018	03/16-04/17/18 SVC - VARIOUS SITES	\$4,760.00
	2018-00001334	04/19/2018	03/16-04/17/18 SVC - VARIOUS SITES	\$1,714.47
	2018-00001336	04/19/2018	03/19-04/18/18 SVC - 900 NOGALES U	\$46.61
	2018-00001338	04/21/2018	03/21-04/20/18 SVC - 1015 NOGALES ST	\$545.05
	2018-00001339	04/21/2018	03/21-04/20/18 SVC - 14661 & 14911 CLARK AVE U	\$108.42
68685	05/02/2018	SO CALIFORNIA EDISON COMPANY		\$189.92
	Invoice	Date	Description	Amount
	2018-00001335	04/19/2018	02/21-03/22/18 SVC - 600 S BREA CYN B	\$189.92
68686	05/02/2018	SOCALGAS		\$81.90
	Invoice	Date	Description	Amount
	2018-00001351	04/23/2018	02/20-04/19/18 SVC - 13756 VALLEY BLVD	\$81.90
68687	05/02/2018	SUBURBAN WATER SYSTEMS		\$45.58

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	180080654005	04/20/2018	03/22-04/20/18 SVC - 205 HUDSON AV	\$45.58
68688	05/10/2018		ACE CONSTRUCTION AUTHORITY	\$1,100,000.00
	Invoice	Date	Description	Amount
	ACE-207-24	04/04/2018	BETTERMENT AGRMT-FULLERTON RD GRADE	\$606,950.32
	ACE-204-24	04/04/2018	BETTERMENT AGRMT-FAIRWAY DR GRADE	\$493,049.68
68689	05/10/2018		ALL AMERICAN ASPHALT	\$146,147.75
	Invoice	Date	Description	Amount
	#1CITY-1444	05/01/2018	BALDWIN PARK BLVD AND AMAR RD GUARDRAIL	\$153,839.74
68690	05/10/2018		AMANDA LEE	\$150.00
	Invoice	Date	Description	Amount
	PPAL1	04/25/2018	PERFORMANCE ON 5/27/18-HOMESTEAD	\$150.00
68691	05/10/2018		AMERICAN PLANNING ASSOCIATION	\$483.00
	Invoice	Date	Description	Amount
	099892-1841	04/06/2018	MEMBERSHIP-TROY HELLING	\$483.00
68692	05/10/2018		ANNEALTA GROUP	\$101,447.50
	Invoice	Date	Description	Amount
	1176	04/11/2018	GENERAL DEVELOPMENT SVC-MAR 2018	\$58,655.00
	1177	04/11/2018	GENERAL PLANNING SVC-MAR 2018	\$21,985.00
	1178	04/11/2018	STORMWATER COMPLIANCE	\$15,407.50
	1179	04/11/2018	13031 TEMPLE AVE., JN9297, DP176-	\$297.50

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1180	04/11/2018	17801 GALE AVE, JN9314, DP18-1	\$1,827.50
	1181	04/11/2018	17980 CASTLETON ST., JN9319, CUP18-01	\$810.00
	1182	04/11/2018	241 CALIFORNIA, JN9317, DP18-03	\$1,147.50
	1184	04/11/2018	338 TURNBULL CYN, JN9315, DP18-02	\$1,317.50
68693	05/10/2018		APPLIED METERING TECHNOLOGIES	\$3,190.28
	Invoice	Date	Description	Amount
	5900	04/06/2018	UTILITY OPERATIONS & MAINT-MAR 2018	\$3,190.28
68694	05/10/2018		ASTRA INDUSTRIAL SERVICES, INC	\$307.63
	Invoice	Date	Description	Amount
	00161386	04/05/2018	SUPPLIES-AZUSA AVE/RAILROAD	\$42.30
	00161540	04/13/2018	SUPPLIES-AZUSA AVE/RAILROAD	\$265.33
68695	05/10/2018		BERAL, PRECILLA	\$305.00
	Invoice	Date	Description	Amount
	4/23/2018	04/23/2018	REFUND-CITATION #ID141183	\$305.00
68696	05/10/2018		BRYAN PRESS	\$44.33
	Invoice	Date	Description	Amount
	0079265	04/20/2018	BUSINESS CARDS-TROY HELLING	\$44.33
68697	05/10/2018		CARLSON, CALLADINE & PETERSON,	\$45,983.58
	Invoice	Date	Description	Amount
	20176	04/23/2018	LEGAL SVC-MAR 2018	\$45,983.58

CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68698	05/10/2018		CHEM PRO LABORATORY, INC	\$283.00
	Invoice	Date	Description	Amount
	632732	03/23/2018	WATER TREATMENT-MAR 2018	\$283.00
68699	05/10/2018		CINTAS CORPORATION LOC 693	\$381.56
	Invoice	Date	Description	Amount
	693103628	04/23/2018	DOOR MATS	\$55.60
	053234933	04/23/2018	DOOR MATS	\$270.36
	693101606	04/16/2018	DOOR MATS	\$55.60
68700	05/10/2018		CITY OF INDUSTRY	\$2,179.11
	Invoice	Date	Description	Amount
	2018-00000058	03/31/2018	IH FUEL PUMP-SECURITY VEHICLES	\$1,072.15
	2018-00000060	03/31/2018	IH FUEL PUMP-CITY HALL VEHICLES	\$1,106.96
68701	05/10/2018		CITY OF INDUSTRY-PAYROLL ACCT	\$50,000.00
	Invoice	Date	Description	Amount
	P/R PE 4/20/18	05/02/2018	REIMBURSE FOR PAYROLL P/E 4/20/18	\$50,000.00
68702	05/10/2018		CLAVIJO, KATHERINE	\$7,500.00
	Invoice	Date	Description	Amount
	03/16/18	03/16/2018	PROF SVC-HOMESTEAD	\$7,500.00
68703	05/10/2018		CNC ENGINEERING	\$153,561.25
	Invoice	Date	Description	Amount
	456696	04/26/2018	DESIGN-BUILD FOR SOLAR CARPORT	\$185.00

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
456698	04/26/2018	RESURFACING DESIGN EXPO CENTER PARKING LOT	\$11,255.00
456699	04/26/2018	EXPO CENTER MAIN GATE IMPROVEMENTS	\$975.00
456702	04/26/2018	INDUSTRY HILLS TRAILS GRADING IMPROVEMENTS	\$1,325.00
456703	04/26/2018	INDUSTRY HILLS GRAND ARENA PAINTING	\$1,160.00
456704	04/26/2018	CITYWIDE ADA SELF-EVALUATION & TRANSITION	\$185.00
456706	04/26/2018	EXPO CENTER SEWER DESIGN	\$1,095.00
456707	04/26/2018	GENERAL ENGINEERING-TRAFFIC ENGINEERING	\$3,457.50
456708	04/26/2018	GENERAL ENGINEERING-TURNBULL CYN	\$1,297.50
456709	04/26/2018	GENERAL ENGINEERING-COUNTER SERVICE	\$660.00
456710	04/26/2018	WALNUT DR SOUTH WIDENING	\$3,570.00
456711	04/26/2018	2016-2017 CLEANOUT OF STORMWATER DEVICES	\$1,167.50
456712	04/26/2018	2016-2017 SLURRY SEAL	\$142.50
456713	04/26/2018	IBC EAST SIDE STREET LIGHT AND CABLING	\$185.00
456714	04/26/2018	GRAND CROSSING SUBSTATION	\$650.00
456715	04/26/2018	CITYWIDE CATCH BASIN RETROFIT	\$660.00
456716	04/26/2018	CURB AND PAVEMENT MARKINGS	\$185.00
456717	04/26/2018	205 HUDSON AVE BLDG IMPROVEMENTS	\$2,476.25
456718	04/26/2018	BALDWIN PARKING BLVD & AMAR RD	\$1,048.75
456719	04/26/2018	EL ENCANTO ROOF REPAIR	\$1,836.25
456720	04/26/2018	GENERAL ENGINEERING SVC 4/4-4/22/18	\$26,760.00
456721	04/26/2018	NPDES STORM WATER	\$11,407.50
456722	04/26/2018	TONNER CYN PROPERTY	\$3,010.00
456723	04/26/2018	PUENTE VALLEY OPERABLE UNIT	\$1,370.00
456724	04/26/2018	EXPO CENTER STANDARDS OF FACILITIES MAINT	\$1,320.00
456725	04/26/2018	CITY ELECTRICAL FACILITIES	\$16,973.75
456726	04/26/2018	TRES HERMANOS GENERAL ENGINEERING	\$1,630.00

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
456727	04/26/2018	HOMESTEAD MUSEUM IMPROVEMENTS	\$5,115.00
456728	04/26/2018	METROLINK OPERATION AND MAINT OF PARKING	\$1,540.00
456729	04/26/2018	HIGHWAY BRIDGE PROGRAM-AZUSA AVE	\$277.50
456730	04/26/2018	FISCAL YEAR BUDGET	\$12,150.00
456731	04/26/2018	VAROUS ASSIGNMENTS RELATED TO SA	\$11,830.00
456732	04/26/2018	TARGET SPEED SURVEY	\$740.00
456733	04/26/2018	VALLEY BLVD RECONSTRUCTION	\$12,627.50
456734	04/26/2018	CARTEGRAPH IMPLEMENTATION & MGMT	\$2,742.50
456735	04/26/2018	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$1,437.50
456736	04/26/2018	TURNBULL CYN RD GRADE SEPARATION	\$1,480.00
456737	04/26/2018	ON-CALL SURVEY AND RIGHT-OF-WAY ENG SVC	\$120.00
456697	04/26/2018	ELECTRIC VEHICLE CHARGING STATION	\$1,526.25
456695	04/26/2018	EMERGENCY STANDBY POWER GENERATOR	\$1,760.00
456700	04/26/2018	HATCHER YARD FACILITY DEMO	\$1,155.00
456701	04/26/2018	SOLAR PROJECT-METROLINK CARPORT	\$1,305.00
456705	04/26/2018	CATCH BASIN RETROFITS, PHASE 2	\$1,767.50
68704	05/10/2018	CORDOBA CORPORATION	\$52,925.55
Invoice	Date	Description	Amount
217592-A	12/13/2017	UTILITY ADMINISTRATION-BALANCE DUE FOR NOV	\$2,715.00
218203	03/30/2018	COI-STORMWATER CAPTURE PROJ 3/1-3/23/18	\$50,210.55
68705	05/10/2018	D M V RENEWAL	\$219.00
Invoice	Date	Description	Amount
7W20338-18	05/01/2018	REGISTRATION RENEWAL-LIC 7W20338	\$219.00

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68706	05/10/2018		D M V RENEWAL	\$364.00
	Invoice	Date	Description	Amount
	98407C1-18	05/01/2018	REGISTRATION RENEWAL-LIC 98407C1	\$364.00
68707	05/10/2018		DEPARTMENT OF WATER	\$5,071.00
	Invoice	Date	Description	Amount
	1800118796	05/01/2018	FEE FOR CHINO RANCH DAM #2025	\$5,071.00
68708	05/10/2018		DEPT OF ANIMAL CARE & CONTROL	\$3,539.06
	Invoice	Date	Description	Amount
	04/15/18	04/15/2018	SHELTER COSTS-MAR 2018	\$3,539.06
68709	05/10/2018		DEPT OF TRANSPORTATION	\$1,865,542.52
	Invoice	Date	Description	Amount
	18006953	03/26/2018	COOP 5033 GRAND AVE, 57/60 CONFLUENCE PROJ	\$689,761.73
	18007279	04/09/2018	COOP 5033, GRAND AVE OFF-RAMP 57/60	\$709,266.44
	18007281	04/09/2018	COOP 4959-WB SR60, GRAND AVE	\$466,514.35
68710	05/10/2018		DIGITAL DPD, INC.	\$2,314.10
	Invoice	Date	Description	Amount
	13335	03/21/2018	MAILER FOR VICTORIAN FAIR-HOMESTEAD	\$2,314.10
68711	05/10/2018		DRAGON FIRE PROTECTION	\$198.78
	Invoice	Date	Description	Amount
	40771	04/16/2018	FIRE EXTINGUISHER FOR SECURITY VEHICLE	\$49.28
	40764	04/11/2018	SERVICE FOR HOMESTEAD	\$149.50

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
68712	05/10/2018			ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount	
	7280	04/15/2018	PUENTE HILLS AUTO DISPLAY	\$1,763.00	
68713	05/10/2018			ELEVATE PUBLIC AFFAIRS, LLC	\$21,242.90
	Invoice	Date	Description	Amount	
	1234	04/18/2018	IMC STRATEGIC CONSULTING-MAR 2018	\$6,000.00	
	1233	04/18/2018	MEDIA CONSULTING-MAR 2018	\$15,242.90	
68714	05/10/2018			FEDERAL EXPRESS CORP.	\$745.86
	Invoice	Date	Description	Amount	
	6-150-37398	04/13/2018	MESSENGER SVC	\$745.86	
68715	05/10/2018			GABRIELLA CHARTER SCHOOLS	\$100.00
	Invoice	Date	Description	Amount	
	1718GCS	04/19/2018	BUS FUNDING STIPEND-HOMESTEAD	\$100.00	
68716	05/10/2018			GEO-ADVANTEC, INC.	\$23,700.00
	Invoice	Date	Description	Amount	
	1243	03/30/2018	GEOTECHNICAL SVC-VALLEY/OLD VALLEY BLVD	\$23,700.00	
68717	05/10/2018			GOLDEN GATE CONSTRUCTION	\$77,534.25
	Invoice	Date	Description	Amount	
	#1CITY-1441	05/01/2018	PHASE 1 HUDSON (YAL) BLDG TENANT	\$81,615.00	

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
68718	05/10/2018	HISTORICAL RESOURCES, INC.		\$66,449.08
	Invoice	Date	Description	Amount
		04/26/18	REIMBURSEMENT FOR F & M CREDIT CARD	\$3,124.15
	04/26/18-A	04/26/2018	REIMBURSEMENT FOR OFFICE SUPPLIES	\$422.20
	04/26/18-B	04/26/2018	REIMBURSEMENT FOR COMPUTER EQUIPMENT	\$387.92
	04/26/18-C	04/26/2018	AGRMT REIMBURSEMENT FOR APR 2018	\$62,514.81
68719	05/10/2018	INDUSTRY MANUFACTURERS		\$360.00
	Invoice	Date	Description	Amount
		04/20/18	ACTIVE SHOOTER WORKSHOP ON 4/19/18	\$360.00
68720	05/10/2018	INDUSTRY SECURITY SERVICES		\$34,062.04
	Invoice	Date	Description	Amount
	14-22448	04/20/2018	SECURITY SVC 4/13-4/19/18	\$14,528.83
	14-22472	04/27/2018	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-22464	04/27/2018	SECURITY SVC 4/20-4/26/18	\$14,260.70
	14-22456	04/20/2018	SECURITY SVC-TRES HERMANOS	\$2,176.61
	14-22459	04/20/2018	VEHICLE FUEL-TRES HERMANOS	\$908.78
68721	05/10/2018	INDUSTRY SECURITY SERVICES		\$3,459.46
	Invoice	Date	Description	Amount
	14-22473	04/27/2018	SECURITY SVC-METROLINK	\$1,729.73
	14-22457	04/20/2018	SECURITY SVC-METROLINK	\$1,729.73
68722	05/10/2018	IRRI-CARE PLUMBING & BACKFLOW		\$160.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	8709	04/19/2018	BACKFLOW TEST-VARIOUS SITES	\$160.00
68723	05/10/2018		JANUS PEST MANAGEMENT	\$1,302.00
	Invoice	Date	Description	Amount
	197132	03/14/2018	PEST SVC-TONNER CYN	\$102.00
	197133	03/14/2018	PEST SVC-TONNER CYN	\$122.00
	197137	03/14/2018	PEST SVC-TONNER CYN	\$75.00
	197155	03/14/2018	PEST SVC-TONNER CYN	\$142.00
	198096	03/29/2018	PEST SVC-TRES HERMANOS	\$65.00
	197153	03/09/2018	PEST SVC-15559 RAUSCH RD	\$85.00
	197152	03/09/2018	PEST SVC-15660 STAFFORD	\$85.00
	197151	03/09/2018	PEST SVC-IMC	\$145.00
	197150	03/09/2018	PEST SVC-CITY HALL	\$145.00
	197180	03/07/2018	PEST SVC-OLD BREA CYN RD	\$168.00
	197181	03/22/2018	PEST SVC-OLD BREA CYN RD	\$168.00
68724	05/10/2018		JEFF PARRIOTT PHOTOGRAPHIC	\$1,980.00
	Invoice	Date	Description	Amount
	00540	04/18/2018	PROF SVC-HOMESTEAD	\$1,980.00
68725	05/10/2018		JMDiaz, Inc.	\$283,727.06
	Invoice	Date	Description	Amount
	016(18-038)	03/31/2018	STAFF AUGMENTATION-MAR 2018	\$283,727.06
68726	05/10/2018		KLINE'S PLUMBING, INC.	\$5,500.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	10707	04/18/2018	REPAIR VALVES-VALLEY BLVD/HURLEY ST	\$4,775.00
	10701	04/12/2018	EMERGENCY REPAIR-15660 STAFFORD ST	\$275.00
	10702	04/13/2018	EMERGENCY REPAIR-15559 RAUSCH RD	\$450.00
68727	05/10/2018		LA PUENTE VALLEY COUNTY	\$285.58
	Invoice	Date	Description	Amount
	BS;04/18	04/18/2018	WATER MONITORING-BOY SCOUTS RESERVOIR	\$285.58
68728	05/10/2018		LOCKS PLUS	\$1,123.30
	Invoice	Date	Description	Amount
	33655	04/16/2018	RE-KEY FRONT DOOR-15660 STAFFORD	\$419.17
	33661	04/20/2018	REPAIR LATCH-HOMESTEAD	\$270.00
	33656	04/16/2018	REPLACE LOCK CYLINDER-CITY HALL	\$434.13
68729	05/10/2018		LUBE PITSTOP	\$42.26
	Invoice	Date	Description	Amount
	212784	04/18/2018	AUTO MAINT-LIC 1465797	\$42.26
68730	05/10/2018		MIDAMERICA ADMINISTRATIVE &	\$1,680.00
	Invoice	Date	Description	Amount
	MAR0000006901	04/11/2018	ADMIN FEES FOR OCT-DEC 2017	\$1,680.00
68731	05/10/2018		MUNI-ENVIRONMENTAL, LLC	\$60,282.74
	Invoice	Date	Description	Amount
	18-013	04/16/2018	COMMERCIAL WASTE PROGRAM 3/16-4/15/18	\$39,002.57
	18-009	03/16/2018	COMMERCIAL WASTE PROGRAM 2/16-3/15/18	\$21,280.17

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
68732	05/10/2018	NATALIE MEYER		\$62.50
	Invoice	Date	Description	Amount
	814	04/21/2018	SUPPLIES FOR RIBBON FLOWER WORKSHOP ON	\$62.50
68733	05/10/2018	OLIVEROS, FRANCISCO , C		\$55.00
	Invoice	Date	Description	Amount
	4/23/18	04/23/2018	REFUND-CITATION #ID141721	\$55.00
68734	05/10/2018	OLMOS PROFESSIONAL SERVICES		\$8,782.00
	Invoice	Date	Description	Amount
	311	04/30/2018	JANITORIAL SVC-CITY HALL	\$5,500.00
	312	04/30/2018	JANITORIAL SVC-IMC	\$1,467.00
	313	04/30/2018	JANITORIAL SVC-15660 STAFFORD	\$1,815.00
68735	05/10/2018	PARS		\$300.00
	Invoice	Date	Description	Amount
	40012	04/11/2018	REP FEES-FEB 2018	\$300.00
68736	05/10/2018	POST ALARM SYSTEMS		\$286.90
	Invoice	Date	Description	Amount
	1060562	04/07/2018	MONITORING SVC-HOMESTEAD	\$286.90
68737	05/10/2018	PRICE, POSTEL & PARMA, LLP		\$2,613.00
	Invoice	Date	Description	Amount
	149838	04/10/2018	LEGAL SVC-REAL ESTATE MATTERS	\$2,613.00

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68738	05/10/2018		PT EVENTS, INC.	\$1,777.40
	Invoice	Date	Description	Amount
	6330	04/05/2018	RENTALS FOR VICTORIAN FAIR	\$1,777.40
68739	05/10/2018		RESERVE ACCOUNT	\$800.00
	Invoice	Date	Description	Amount
	04/18/18	04/18/2018	POSTAGE FOR ACCOUNT #15775679	\$800.00
68740	05/10/2018		RICOH USA, INC.	\$913.14
	Invoice	Date	Description	Amount
	5053087070	04/08/2018	METER READING-VARIOUS COPIERS	\$779.33
	5053112586	04/11/2018	METER READING-FIELD SVC COPIER	\$88.57
	5053128349	04/15/2018	METER READING-HR COPIER	\$45.24
68741	05/10/2018		RICOH USA, INC.	\$3,238.33
	Invoice	Date	Description	Amount
	58808363	04/07/2018	COPIER LEASE-VARIOUS COPIERS	\$2,650.76
	58890012	04/17/2018	COPIER LEASE-HR	\$283.94
	59002670	04/21/2018	COPIER LEASE-DEVELOPMENT SVC	\$303.63
68742	05/10/2018		SAN GABRIEL VALLEY	\$15,855.00
	Invoice	Date	Description	Amount
	CI01092018-C	01/09/2018	LANDSCAPE AND MAINT-FOLLOW'S CAMP	\$3,360.00
	CI01092018-D	01/09/2018	LANDSCAPE & MAINT SVC-TRES HEMANOS	\$5,910.00
	CI01092018-B	01/09/2018	LANDSCAPE & MAINT SVC-EXPO CENTER BACK SIDE	\$6,585.00

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
68743	05/10/2018	SCS FIELD SERVICES		\$15,400.08
	Invoice	Date	Description	Amount
	0323562	03/31/2018	IH MAINT-LANDFILL GAS SYSTEM	\$15,400.08
68744	05/10/2018	SDI PRESENCE LLC		\$8,618.75
	Invoice	Date	Description	Amount
	310	01/31/2018	NEW WORLD IMPLEMENTATION-PAYROLL/HR	\$8,618.75
68745	05/10/2018	SMITH , GARRETT		\$150.00
	Invoice	Date	Description	Amount
	PPGS1	04/25/2018	PERFORMANCE ON 5/27/18-HOMESTEAD	\$150.00
68746	05/10/2018	SO CALIFORNIA EDISON COMPANY		\$73,982.38
	Invoice	Date	Description	Amount
	307077	02/13/2018	REMOVE UG FACILITES-WDAT093	\$53,886.96
	307076	02/13/2018	REMOVE UG FACILITES-WDAT093	\$20,095.42
68747	05/10/2018	SOUTH COAST A.Q.M.D.		\$128.61
	Invoice	Date	Description	Amount
	3270439	04/17/2018	AQMD FEES-JUL 2017-JUN 2018	\$128.61
68748	05/10/2018	SPARKLETTS		\$212.73
	Invoice	Date	Description	Amount
	16916898 041318	04/13/2018	WATER DELIVERY-FIRST FLOOR	\$149.77
	17165913 041318	04/13/2018	WATER DELIVERY-SECOND FLOOR	\$62.96

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68749	05/10/2018		STAPLES BUSINESS ADVANTAGE	\$912.51
	Invoice	Date	Description	Amount
	8049436962	04/07/2018	OFFICE SUPPLIES	\$912.51
68750	05/10/2018		SYNCHRONY BANK/AMAZON	\$1,862.54
	Invoice	Date	Description	Amount
	S4SQC730	04/10/2018	COMPUTER SUPPLIES	\$1,862.54
68751	05/10/2018		TEMPLE CITY UNIFIED SCHOOL	\$350.00
	Invoice	Date	Description	Amount
	1718STLR	04/16/2018	BUS FUNDING STIPEND-HOMESTEAD	\$350.00
68752	05/10/2018		TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount
	100000177	04/02/2018	MAINT SVC-METRO SOLAR	\$1,726.67
68753	05/10/2018		TRUELOCK, MIKE	\$300.00
	Invoice	Date	Description	Amount
	PPMTPROP1	04/25/2018	PERFORMANCE ON 5/27/18-HOMESTEAD	\$300.00
68754	05/10/2018		TYLER TECHNOLOGIES, INC.	\$10,756.00
	Invoice	Date	Description	Amount
	045-221144	04/11/2018	IMPLEMENTATION AND TRAINING-HR MODULE	\$5,412.40
	045-221535	04/18/2018	IMPLEMENTATION & TRAINING-MY COMMUNITY	\$5,343.60

**CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68755	05/10/2018		U.S. POSTAL SERVICE	\$5,000.00
	Invoice	Date	Description	Amount
	04/23/18	04/23/2018	POSTAGE FOR BULK MAILING-HOMESTEAD	\$5,000.00
68756	05/10/2018		VANGUARD CLEANING SYSTEMS,	\$995.00
	Invoice	Date	Description	Amount
	54324	04/01/2018	JANITORIAL SVC-HOMESTEAD	\$995.00
68757	05/10/2018		VORTEX INDUSTRIES, INC.	\$434.00
	Invoice	Date	Description	Amount
	08-1236057-1	04/18/2018	PREVENTIVE MAINT-TONNER CYN	\$434.00
68758	05/10/2018		WILLDAN ENGINEERING	\$3,077.00
	Invoice	Date	Description	Amount
	00616180	04/17/2018	ENGINEERING SVC-VARIOUS SITES	\$3,077.00
68759	05/10/2018		WINDSTREAM	\$849.09
	Invoice	Date	Description	Amount
	69994702	04/10/2018	CITY HALL HONE SVC-APR 2018	\$849.09

Checks	Status	Count	Transaction Amount
	Total	102	\$6,058,640.42

CITY COUNCIL

ITEM NO. 5.2

HANDOUT ITEM
(To be Distributed Prior to Meeting)

CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Council Members

FROM: Troy Helling, Acting City Manager *TH*

STAFF: Susan Paragas, Director of Finance *SP*

DATE: May 10, 2018

SUBJECT: Consideration of Resolution No. CC 2018-11 of the City of Industry, California Affirming its Election to Receive Payments Pursuant to Health and Safety Code Section 33607.5(b) for the Civic-Recreational-Industrial Redevelopment Project Area No. 1, the Transportation-Distribution-Industrial Redevelopment Project Area No. 2, the Transportation-Distribution-Industrial Redevelopment Project Area No. 3 and the Civic-Recreational-Industrial Redevelopment Project Area No. 4

BACKGROUND

Sections 33607.5 and 33607.7 of the Health & Safety Code set forth the manner in which payments will be distributed to affected taxing entities from community redevelopment project areas adopted or amended on or after January 1, 1994. The community may elect to receive its share of the first 25 percent (25%) of tax increment as described in Health & Safety Code Section 33607.5(b).

On September 27, 2007, the City Council approved Resolution No. 2199, making an election pursuant to Health and Safety Code Sections 3607.5 and 33607.7 in connection with the Civic-Recreational-Industrial Redevelopment Project Area No. 1, the Transportation-Distribution-Industrial Redevelopment Project Area No. 2 and the Transportation-Distribution-Industrial Redevelopment Project Area No. 3. On April 10, 2008, the City Council approved to establish Project Area No. 4.

DISCUSSION

The office of the County of Los Angeles Department of Auditor-Controller ("Auditor-Controller") is updating its records of community election as described in Health & Safety Code Section 33607.5(b). The Auditor-Controller is requesting cities to update their resolutions in order to continue receiving their 25 percent (25%) tax increment. Therefore, the City needs to adopt an updated resolution electing to receive its share of the 25 percent

(25%) tax increment that includes Project Area No. 4 to allow for the correct pass-through calculation.

Code Section 33607.5(b). The Auditor-Controller is requesting cities to update their resolutions in order to continue receiving their 25 percent (25%) tax increment. Therefore, the City needs to adopt an updated resolution electing to receive its share of the 25 percent (25%) tax increment that includes Project Area No. 4 to allow for the correct pass-through calculation.

Resolution No. CC 2018-11 identifies all four project areas in order to receive the 25% tax increment. The Auditor-Controller must receive the approved resolution by May 15, 2018 in order for the City to receive its share of the 25 percent tax increment immediately.

FISCAL IMPACT:

There is no fiscal impact associated with the approval of Resolution No. CC 2018-11. However, if the City Council does not approve this resolution, the City will lose its 25 percent (25%) share of the tax increment which averaged \$477,880 annually in the past three (3) fiscal years.

RECOMMENDED ACTION:

Staff recommends that Council approve Resolution No. CC 2018-11, electing to receive the 25% tax increment payments from Project Areas Nos. 1, 2, 3 and 4.

ATTACHMENT: Resolution No. CC 2018-11: Election to Receive Payments

RESOLUTION NO. CC 2018-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AFFIRMING ITS ELECTION TO RECEIVE PAYMENTS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33607.5(b) FOR THE CIVIC-RECREATIONAL-INDUSTRIAL REDEVELOPMENT PROJECT AREA NO. 1, THE TRANSPORTATION-DISTRIBUTION-INDUSTRIAL REDEVELOPMENT PROJECT AREA NO. 2, THE TRANSPORTATION-DISTRIBUTION-INDUSTRIAL REDEVELOPMENT PROJECT AREA NO. 3 AND THE CIVIC-RECREATIONAL-INDUSTRIAL REDEVELOPMENT PROJECT AREA NO. 4

RECITALS

WHEREAS, the Industry Urban-Development Agency ("Agency") prepared an amendment to the redevelopment plan (the "Redevelopment Plan") for the Civic-Recreational-Industrial Redevelopment Project Area No. 1 ("Project No. 1") by the City's Ordinance No. 316, adopted on July 29, 1971. Pursuant to the City's Ordinance No. 704, adopted on February 24, 2005, the City Council amended the Project No. 1 Redevelopment Plan to eliminate the time limit contained in the Project No. 1 Redevelopment Plan on the establishment of loans, advances and indebtedness; and

WHEREAS, the Agency prepared an amendment to the redevelopment plan (the "Redevelopment Plan") for the Transportation Distribution-Industrial Redevelopment Project Area No. 2 ("Project No. 2") by the City's Ordinance No. 346, adopted on June 13, 1974. Pursuant to the City's Ordinance No. 705, adopted on February 24, 2005, the City Council amended the Project No. 2 Redevelopment Plan to eliminate the time limit contained in the Project No. 2 Redevelopment Plan on the establishment of loans, advances and indebtedness; and

WHEREAS, the Agency prepared an amendment to the redevelopment plan (the "Redevelopment Plan") for the Transportation-Distribution-Industrial Redevelopment Project Area No. 3 ("Project No. 3") by the City's Ordinance No. 347, adopted on June 13, 1974. Pursuant to the City's Ordinance No. 706, adopted on February 24, 2005, the City Council amended the Project No. 3 Redevelopment Plan to eliminate the time limit in the Project No. 3 Redevelopment Plan on the establishment of loans, advances and indebtedness; and

WHEREAS, the Agency prepared an amendment to the redevelopment plan (the "Redevelopment Plan") for the Civic-Recreational-Industrial Redevelopment Project Area No. 4 ("Project No. 4") by the City's Ordinance No. 742, adopted on April 10, 2008. The purposes and intent are to eliminate conditions of blight and to prevent their reoccurrence by implementing all appropriate redevelopment projects; and

WHEREAS, Section 33333.6 (e)(2) of the Health & Safety Code provides that if an Agency amends the redevelopment plan to eliminate the time limit in the Project

No. 1, Project No. 2 and Project No. 3 Redevelopment Plans on the establishment of loans, advances, and indebtedness and the establishment of Project No. 4, then the Agency shall make the payment to affected taxing entities required by Section 33607.7; and

WHEREAS, Section 33607.7 of the Health & Safety Code provides that if the Agency amends the redevelopment plan to eliminate the time limit in the Project No. 1, Project No. 2 and Project No. 3 Redevelopment Plans on the establishment of loans, advances, and indebtedness and the establishment of Project No. 4 and no pass through agreement exists, the amounts required pursuant to subdivisions (b), (c) (d) and (e) of Section 33607.5 must be paid to each affected taxing entity, including the City, if the City elects to receive such tax increments; and

WHEREAS, the City of Industry is an affected taxing entity under Section 33607.5; and

WHEREAS, on September 27, 2007, the City Council adopted Resolution No. 2199, electing to receive payments pursuant to Health & Safety Code Section 33607.5(b); and

WHEREAS, Los Angeles County Auditor Controller is updating its records of community election and is requesting that all cities update their resolutions to continue receiving the 25 percent tax increment; and

WHEREAS, the City desires to continue receiving its 25 percent tax increment.

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

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

Section 2. Pursuant to Health and Safety Code Sections 33333.6(e)(2) and 33607.5, the City hereby elects to receive its share of the twenty-five percent (25%) tax increment pass-through payment authorized by Health and Safety Code Section 33607.5(b) commencing with the first fiscal year the Agency is required to make such payments to the affected taxing entities and continuing each year thereafter.

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

Section 4. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on May 10, 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. 6.2



CITY OF INDUSTRY

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

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

DATE: May 10, 2018

SUBJECT: Consideration of Resolution No. CC 2018-12 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A CONTRIBUTION TO THE CITY OF LA PUENTE, IN THE AMOUNT OF FORTY THOUSAND DOLLARS (\$40,000.00) FOR THE ANNUAL FORTUNA TO JIMENEZ INDEPENDENCE DAY CELEBRATION

Background:

The City of Industry has historically offered a contribution to this event since 2012. In return, the City of Industry will receive recognition at the event and in all promotional materials leading up to the event. Attached please find the April 3, 2018 correspondence from the City of La Puente.

Recommendation:

Adopt Resolution No. CC 2018-12 and direct staff to coordinate payment with the City of La Puente staff in the amount of \$40,000.00.

Exhibit:

- A. Resolution No. CC 2018-12



City of La Puente

15900 E. Main Street La Puente, CA 91744-4719 Telephone (626) 855-1500 Fax (626) 961-4626 www.lapuente.org

April 3, 2018

The Honorable Mark D. Radecki
Mayor
City of Industry
15625 East Stafford Street, Suite 100
City of Industry, CA 91744

RE: Contribution to the 2018 Independence Day Celebration

Dear Mayor Radecki:

The City of La Puente is hosting its Annual Fortunato Jimenez Independence Day Celebration on Tuesday, July 3, 2018, at La Puente Park. This is a free community event that brings approximately twenty thousand (20,000) spectators to La Puente Park to enjoy free entertainment, activities, food and a fifteen (15) minute firework show. This beloved community event is not only enjoyed by the residents of La Puente, but by residents of surrounding cities.

The City of La Puente has appreciated the assistance that the City of Industry has historically offered; the City of Industry has generously contributed to this event since 2012. We are seeking to continue our partnership with the City of Industry by requesting your support in the amount of **\$40,000**. In return, the City of Industry will receive recognition at the event and in all promotional materials leading up to the event.

We are very appreciative of your commitment to our community and our events. Should you need any additional information, please contact the Director of Community Services, Roxanne Lerma at (626) 855-1534. Thank you for your continued support.

Sincerely,

David Carmany
City Manager

RL:DC:cd

Exhibit A

Resolution CC 2018-12

[Attached]

RESOLUTION NO. CC 2018-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A CONTRIBUTION TO THE CITY OF LA PUENTE, IN THE AMOUNT OF FORTY THOUSAND DOLLARS (\$40,000.00) FOR THE ANNUAL FORTUNA TO JIMENEZ INDEPENDENCE DAY CELEBRATION

RECITALS

WHEREAS, annually, the City of La Puente hosts its Annual Fortunato Jimenez Independence Day Celebration; and

WHEREAS, the City of La Puente requested a contribution from the City to help with the costs involved with this event; and

WHEREAS, the City's contribution serves a public purpose in that this is a free community event that brings approximately 20,000 spectators to La Puente Park to enjoy free activities, food, and a fire work show. This is an event that the residents of La Puente and surrounding cities enjoy every year; 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 contribution serves a public purpose and will allow and help the City of La Puente to have this free community event that brings approximately 20,000 spectators to La Puente Park to enjoy free activities, food, and a fire work show. This is an event that the residents of La Puente and surrounding cities enjoy every year.

SECTION 3: The City Council hereby approves a donation of Forty Thousand Dollars (\$40,000.00) to the City of La Puente for its Annual Fortunato Jimenez Independence Day Celebration.

SECTION 4: The City's Director of Finance 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 May 10, 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. 6.3



CITY OF INDUSTRY

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

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

DATE: May 10, 2018

SUBJECT: Consideration of Resolution No. 2018-13 - RESCINDING RESOLUTION NO. CC 2017-21 AND ADOPTING A SALARY RANGE SCHEDULE FOR CITY EMPLOYEES AND CITY ELECTED OFFICIALS FOR FISCAL YEAR 2017-18

Background:

On June 8, 2017, the City of Industry City Council adopted a Salary Range Schedule for all City employees and elected officials. On February 8, 2018, the City Council appointed a City Clerk and on April 12, 2018 appointed a new City Manager. The proposed new salary range schedule includes the following changes.

- Adding the designation and Salary Range for the City Clerk, effective February 8, 2018
- Removing the designation and Salary Range of Chief Deputy City Clerk
- Adding the designation of Deputy City Clerk and Salary Range
- Removing the designation and Salary Range of Director of Development Services and Administration position and Salary Range
- Adding the designation and Salary Range for Assistant City Manager

The salary ranges for the Deputy City Clerk and Assistant City Manager were derived after reviewing salary schedules in nearby cities including: West Covina, Covina, Walnut, Baldwin Park, Azusa, La Habra, and La Mirada.

If the above changes are approved, staff will begin the recruiting process to fill the positions of Assistant City Manager and Deputy City Clerk.

Recommendation:

Staff recommends that the City Council rescind Resolution No. CC 2017-21 and adopt Resolution No. CC 2018-13 adopting salary range schedule for City Employees and elected officials for Fiscal Year 2017-2018.

Exhibit:

- A. 2017-2018 Salary Range Schedule adopted June 8, 2017

RESOLUTION NO. CC 2018-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2017-21 AND ADOPTING A SALARY RANGE SCHEDULE FOR CITY EMPLOYEES AND CITY ELECTED OFFICIALS FOR FISCAL YEAR 2017-2018

WHEREAS, the FY 2017-18 ("FY 18") Proposed Operating Budget ("Budget") was presented to the City Council for adoption on June 8, 2017; and

WHEREAS, on June 8, 2017, the City Council adopted a Salary Range Schedule for all City Employees and elected officials for FY 18; and

WHEREAS, given the appointment of a City Clerk, and the addition of an Assistant City Manager and Deputy City Clerk, it is necessary to update the City's Salary Range Schedule to include those positions.

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

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

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

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

Section 3. The City Council hereby rescinds Resolution No. CC 2017-21 in its entirety, and all prior salary range resolutions.

Section 4. The City Council hereby approves the City of Industry Salary Range Schedule for Fiscal Year 2017-2018, attached hereto as Exhibit A, and incorporated herein by reference.

Section 5. The line item set forth in the Salary Range Schedule concerning the City Clerk shall be effective February 8, 2018, the balance of the Salary Range Schedule shall be effective upon the effective date of this Resolution.

Section 6. The City's Salary Range Schedule will be promptly made available for public review during normal business hours upon request. A copy of this Salary Range

Schedule will be retained for at least five years following the effective date of this Resolution.

Section 7. 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 8. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on May 10, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Diane M. Schlicting, City Clerk

CITY OF INDUSTRY

SALARY RANGE SCHEDULE

FY 2017-2018

Dates Effective: May 1, 2018 through June 30, 2018**

<u>POSITION</u>	<u>NON-MANAGEMENT CLASSIFICATIONS</u>		<u>SALARY RANGE</u>		<u>Exempt Status</u>
			<u>Bottom Step</u>	<u>Top Step</u>	
Receptionist I	Annually		\$37,500.00	\$50,000.00	NE
	Monthly		\$3,125.00	\$4,166.67	
Administrative Technician I	Annually		\$46,500.00	\$62,000.00	NE
	Monthly		\$3,875.00	\$5,166.67	NE
Receptionist II	Annually		\$48,750.00	\$65,000.00	NE
	Monthly		\$4,062.50	\$5,416.67	NE
Accounting Technician I	Annually		\$51,000.00	\$68,000.00	NE
	Monthly		\$4,250.00	\$5,666.67	
Administrative Technician II	Annually		\$53,700.00	\$71,600.00	NE
	Monthly		\$4,475.00	\$5,966.67	NE
Planning Technician I	Annually		\$56,250.00	\$75,000.00	NE
	Monthly		\$4,687.50	\$6,250.00	NE
Human Resources Technician I	Annually		\$59,025.00	\$78,700.00	NE
	Monthly		\$4,918.75	\$6,558.33	NE
Accounting Technician II	Annually		\$61,875.00	\$82,500.00	NE
	Monthly		\$5,156.25	\$6,875.00	
Code Enforcement Officer I	Annually		\$61,000.00	\$76,000.00	NE
	Monthly		\$5,083.33	\$6,333.33	
Information Technology Technician	Annually		\$61,000.00	\$76,000.00	NE
	Monthly		\$5,083.33	\$6,333.33	
Planning Technician II	Annually		\$61,000.00	\$76,000.00	NE
	Monthly		\$5,083.33	\$6,333.33	
Code Enforcement Officer II	Annually		\$61,000.00	\$76,000.00	NE
	Monthly		\$5,083.33	\$6,333.33	
Human Resources Technician II	Annually		\$61,000.00	\$76,000.00	NE
	Monthly		\$5,083.33	\$6,333.33	
Accountant I	Annually		\$61,000.00	\$76,000.00	NE
	Monthly		\$5,083.33	\$6,333.33	
Financial Analyst I	Annually		\$61,000.00	\$76,000.00	NE
	Monthly		\$5,083.33	\$6,333.33	
Human Resources Analyst I	Annually		\$61,000.00	\$76,000.00	NE
	Monthly		\$5,083.33	\$6,333.33	
Management Analyst I	Annually		\$61,000.00	\$76,000.00	NE
	Monthly		\$5,083.33	\$6,333.33	
Information Technology Analyst	Annually		\$61,000.00	\$76,000.00	NE
	Monthly		\$5,083.33	\$6,333.33	
Deputy City Clerk	Annually		\$61,000.00	\$76,000.00	NE
	Monthly		\$5,083.33	\$6,333.33	

CITY OF INDUSTRY

SALARY RANGE SCHEDULE

FY 2017-2018

Dates Effective: May 10, 2018 through June 30, 2018**

<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt Status</u>
		<u>Bottom Step</u>	<u>Top Step</u>	
Accountant II	Annually	\$68,250.00	\$91,000.00	E
Financial Analyst II	Monthly	\$5,687.50	\$7,583.33	E
Human Resources Analyst II				E
Management Analyst II				E
Project Coordinator				E
Accountant III	Annually	\$82,575.00	\$110,100.00	E
Financial Analyst III	Monthly	\$6,881.25	\$9,175.00	E
Human Resources Analyst III				E
Management Analyst III				E
Deputy City Treasurer	Annually	\$90,825.00	\$121,100.00	E
Executive Assistant to the City Manager	Monthly	\$7,568.75	\$10,091.67	E
Senior Information Technology Analyst				E
Building and Operations Manager	Annually	\$109,875.00	\$146,500.00	E
Finance Manager	Monthly	\$9,156.25	\$12,208.33	E
Planning and Safety Manager				E
City Treasurer	Annually	160,800.00	\$214,400.00	E
	Monthly	13,400.00	\$17,866.67	
City Clerk**	Annually	\$120,000.00	\$145,000.00	E
	Monthly	\$10,000.00	\$12,083.33	
Director of Finance	Annually	\$176,850.00	\$235,800.00	E
	Monthly	\$14,737.50	\$19,650.00	
Assistant City Manager	Annually	\$175,000.00	\$195,000.00	E
	Monthly	\$14,583.33	\$16,250.00	
City Manager - Contract Position	Annually		\$286,000.00	E
	Monthly		\$23,833.33	

CITY OF INDUSTRY

SALARY RANGE SCHEDULE

FY 2017-2018

Dates Effective: May 10, 2018 through June 30, 2018**

<u>POSITION</u>		<u>SALARY RANGE</u>	
		<u>Monthly</u>	<u>Exempt</u>
Industry Public Utilities Commission	Stipend	\$256.00	E
Industry Property and Housing Management Authority	Stipend	\$625.00	E
Civic Recreational Industrial Authority	Stipend	\$709.00	E
Planning Commission		\$709.00	E
City Council/Successor Agency/Industry Public Finance Authority*	Stipend	\$2,009.00	E

* Approved by Ordinance

**City Clerk Position Effective February 8, 2018

EXHIBIT A

2017-2018 Salary Range Schedule adopted June 8, 2017

[Attached]

CITY OF INDUSTRY

SALARY RANGE SCHEDULE

FY 2017-2018

Dates Effective: July 1, 2017 through June 30, 2018

<u>POSITION</u>		<u>SALARY RANGE</u>		Exempt Status
		Bottom Step	Top Step	
Receptionist I	Annually	\$37,500.00	\$50,000.00	NE
	Monthly	\$3,125.00	\$4,166.67	
Administrative Technician I Receptionist II	Annually	\$46,500.00	\$62,000.00	NE
	Monthly	\$3,875.00	\$5,166.67	NE
Accounting Technician I Administrative Technician II Planning Technician I	Annually	\$48,750.00	\$65,000.00	NE
	Monthly	\$4,062.50	\$5,416.67	NE
Human Resources Technician I	Annually	\$51,000.00	\$68,000.00	NE
	Monthly	\$4,250.00	\$5,666.67	
Accounting Technician II Code Enforcement Officer I Information Technology Technician Planning Technician II	Annually	\$53,700.00	\$71,600.00	NE
	Monthly	\$4,475.00	\$5,966.67	NE
Code Enforcement Officer II Human Resources Technician II	Annually	\$56,250.00	\$75,000.00	NE
	Monthly	\$4,687.50	\$6,250.00	NE
Accountant I Financial Analyst I Human Resources Analyst I Management Analyst I	Annually	\$59,025.00	\$78,700.00	NE
	Monthly	\$4,918.75	\$6,558.33	NE
Information Technology Analyst	Annually	\$61,875.00	\$82,500.00	NE
	Monthly	\$5,156.25	\$6,875.00	

CITY OF INDUSTRY

SALARY RANGE SCHEDULE

FY 2017-2018

Dates Effective: July 1, 2017 through June 30, 2018

<u>POSITION</u>		<u>SALARY RANGE</u>		Exempt Status
		Bottom Step	Top Step	
Accountant II	Annually	\$68,250.00	\$91,000.00	E
Financial Analyst II	Monthly	\$5,687.50	\$7,583.33	E
Human Resources Analyst II				E
Management Analyst II				E
Project Coordinator				E
Accountant III	Annually	\$82,575.00	\$110,100.00	E
Financial Analyst III	Monthly	\$6,881.25	\$9,175.00	E
Human Resources Analyst III				E
Management Analyst III				E
Chief Deputy City Clerk	Annually	\$90,825.00	\$121,100.00	E
Deputy City Treasurer	Monthly	\$7,568.75	\$10,091.67	E
Executive Assistant to the City Manager				E
Senior Information Technology Analyst				E
Building and Operations Manager	Annually	\$109,875.00	\$146,500.00	E
Finance Manager	Monthly	\$9,156.25	\$12,208.33	E
Planning and Safety Manager				E
City Treasurer	Annually	160,800.00	\$214,400.00	E
	Monthly	13,400.00	\$17,866.67	
Director of Development Services and Administration	Annually	\$176,850.00	\$235,800.00	E
Director of Finance	Monthly	\$14,737.50	\$19,650.00	E
City Manager - Contract Position	Annually		\$286,000.00	E
	Monthly		\$23,833.33	

CITY OF INDUSTRY

SALARY RANGE SCHEDULE

FY 2017-2018

Dates Effective: July 1, 2017 through June 30, 2018

<u>POSITION</u>	BOARDS AND COMMISSIONS	<u>SALARY RANGE</u>	
		Monthly	Exempt
Industry Public Utilities Commission	Stipend	\$256.00	E
Industry Property and Housing Management Authority	Stipend	\$625.00	E
Civic Recreational Industrial Authority	Stipend	\$709.00	E
Planning Commission		\$709.00	E
City Council/Successor Agency/Industry Public Finance Authority*	Stipend	\$2,009.00	E

*Approved by Ordinance

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: Dina Lomeli, Contracted Assistant Planner II *D.L.*
Kristen Weger, Management Analyst III *KW*

DATE: May 10, 2018

SUBJECT: Consideration of a Professional Services Agreement with PlaceWorks Inc., to provide an Initial Study/Negative Declaration or Mitigated Negative Declaration for a development project at 13530 Nelson Avenue, in an amount not to exceed \$29,275.00 from May 10, 2018 to May 9, 2019 (Contract No. PL-JN-18-001-DD)

Background:

On March 15, 2018, the City released a Request for Proposals ("RFP") for an Initial Study/Negative Declaration or Mitigated Negative Declaration for a development project at 13530 Nelson Avenue, Contract No. PL-JN-18-001-DD. The RFP was posted in the City's PlanetBids™ vendor portal and an email notification was sent out to the pre-qualified environmental review bench; which included PlaceWorks Engineering and Consulting, Inc. (PlaceWorks), Michael Baker International, CASC Engineering and Consulting, Inc. (CASC), Sage Environmental Group, RK Engineering Group, DKS Associates, CSG Consultants, Inc., and Dudek.

Questions pertaining to the RFP were received up until March 21, 2018 at 5:00 pm. Proposals were received up until March 29, 2018 at 5:00 pm. The City received two (2) proposals in response to the RFP from CASC Engineering and Consulting, Inc. and PlaceWorks.

The proposals were reviewed by a three (3) member panel which consisted of Dina Lomeli, Contracted Assistant Planner II, Nathalie Vazquez, Contracted Assistant Planner, and Maria Hagerty, Planning Technician II.

The following table summarizes the results and rankings of the initial study / mitigated negative declaration proposals.

Table 1 – Initial Study / Negative Declaration or Mitigated Negative Declaration Rankings

Consultant	Ranking
PlaceWorks	1
CASC	2

As set forth in the table, PlaceWorks ranked the highest, and therefore staff is recommending that the contract be awarded to PlaceWorks.

Fiscal Impact:

Appropriate \$29,275.00 to the General Fund – Planning – Professional Services (account no. 100-521-5120-01) for the Professional Services Agreement with PlaceWorks. The City will recover the costs of this contract through cost recovery agreements with developers.

Recommendation:

- 1.) Based on the rankings, staff recommends that PlaceWorks be awarded a Professional Services Agreement to provide initial study / mitigated negative declaration planning services in an amount not to exceed \$29,275.00 from May 10, 2018 to May 9, 2019; and
- 2.) Appropriate \$29,275.00 to the General Fund – Planning – Professional Services (account no. 100-521-5120-01).

Exhibits:

- A. Professional Services Agreement with PlaceWorks Inc., dated May 10, 2018
- B. Request for Proposals (“RFP”) for Initial Study / Negative Declaration or Mitigated Negative Declaration, Contract No. PL-JN-18-001-DD.

TH/DL/KW:yp

EXHIBIT A

Professional Services Agreement with PlaceWorks Inc., dated May 10, 2018

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of May 10, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and PlaceWorks, Inc., a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 9, 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 planning consultant 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 Twenty Nine Thousand Two Hundred Seventy-Five Dollars (\$29,275.00) 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: PlaceWorks, Inc.

3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
Attention: Dwayne Mears, Principal

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"
PlaceWorks, Inc.

By: _____
Troy Helling, Acting City Manager

By:  _____
Dwayne Mears, Principal

Attest:

By: _____
Diane M. Schlichting, 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 13530 Nelson Avenue (“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.

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. During the meeting, Consultant will identify data needs, project objectives, and document review protocol to ensure that deliverables are consistent with the overall project timeline.

Deliverable:

- Kick-off Meeting
- Tentative Project Schedule

TASK 2. PROJECT DESCRIPTION

With information from the kick-off meeting and application materials, Consultant will prepare a comprehensive project description that complies with CEQA, articulates the proposed development, lists all required discretionary approvals, describes any offsite improvements necessary to support the project, and includes any other pertinent project information. Because the project description is the foundation of the environmental document, Consultant will submit the draft project description to the City and the applicant for review prior to including it in the analysis.

Deliverable:

- **Project Description**

TASK 3. PREPARE FIRST AND SECOND SCREEN CHECK IS/MND AND MMRP

Consultant will prepare the first draft of IS/MND for review by the City. The environmental analysis in the IS/MND will be supported by technical studies provided by the applicant and peer reviewed by Consultant (see Task 4), or by the analysis of our qualified staff. All technical studies used as evidence in the analysis will be included as appendices or referenced from other adopted documents. Consultant will work with City staff to include information important to the analysis and consistent with other, similar projects in the City. The first draft will include all graphics and appendices and will be in both hard copy and electronic formats (Word document).

Consultant will coordinate all mitigation with the City to ensure that it is consistent with previous actions by the City and within the ability and jurisdiction of the City to implement. With the first draft of the IS/MND, a mitigation monitoring and reporting program (MMRP) consistent with § 15097 of the CEQA Guidelines will be provided. The MMRP will include all proposed mitigation measures, timing, and responsibility. Consultant will update the MMRP to be consistent with changes to the IS/MND during staff review.

Depending on the extent of staff comments, Consultant will either coordinate a conference call to review the documents or attend a meeting at the City to review them. To assist in staff review, a second screen check draft IS/MND will be prepared with all edits in track-change mode to demonstrate where changes have been made in response to comments on the first draft. Once the edits have been reviewed and approved by staff, Consultant will prepare the public review draft IS/MND, including all technical appendices.

Consultant will prepare the Notice of Intent for the newspaper and Notice of Completion for the State Clearinghouse and will work with the City to develop a distribution list for the IS/MND. Once the forms and distribution list are approved, Consultant will send the IS/MND and requisite forms to the State Clearinghouse, distribute the IS/MND to the contacts on the City's distribution list, and ensure that the appropriate notices are published and that the requirements of CEQA regarding distribution are met.

Deliverables:

- First and Second Screen Check IS/MND
- MMRP
- Distribution List

Peer Review

As part of Task 3, Consultant will peer review the documents provided by the applicant as part of the application to ensure they are adequate for use in the IS/MND. Any concerns about adequacy or missing items will be brought to the City's attention. Consultant will work with the City and applicant's consultant to resolve any issues, and Consultant will stand ready to directly prepare any additional technical work, as directed by the City. Studies included in the application include:

- » Phase I and Phase II Environmental Assessments
- » Geotechnical Report
- » Exterior Noise Analysis
- » Hazardous Material Survey Report
- » Hydrology Studies, Water Quality Management Plan

Air Quality and Greenhouse Gas Emissions

Consultant will prepare an air quality and greenhouse gas emissions analysis to evaluate impacts of the proposed industrial project. The analysis will be prepared in accordance with the current methodology of the South Coast Air Quality Management District ("SCAQMD") for projects in

the South Coast Air Basin (SoCAB Emissions will be quantified using the latest version of SCAQMD's California Emissions Estimator Model (CalEEMod). The results of the analysis will be summarized in the IS/MND and modeling included as an appendix.

Noise and Vibration

Consultant will perform a peer review of the exterior noise analysis for its adequacy for use in the IS/MND. Any concerns will be identified. This reviewed noise analysis will serve as the basis for preparing the initial study's noise section.

SB 52/Tribal Consultation

SB 52 requires a consultation process with tribes that have previously identified themselves as having resources in the geographic area. The City has received such notifications from the Soboba Band of Luiseño Indians and Gabrieleño Band of Mission Indians – Kizh Nation. As required under SB 52, Consultant will prepare letters to these tribes identifying the site location, describing the project, and identifying the City's contact person.

Traffic and Circulation

Consultant will review and describe the surrounding roadway network, estimate number of trips, review site access, and determine if the project will result in any substantial increases in congestion or potential hazards to the circulation system. The analysis will also address potential impacts to the Los Angeles County Congestion Management Program (CMP) network. A preliminary review of the proposed project indicates that the project located at 13530 Nelson Avenue would generate few peak hour trips and therefore not require a traffic impact analysis. Traffic counts and intersection level of service are not included in this scope of work. The results of this analysis will be included in the traffic/transportation section of the Initial Study prepared for the project. The transportation/traffic section will be prepared under the supervision of a licensed traffic engineer with extensive experience with projects in the City.

Alternatively, if the City determines that a traffic study is warranted and prepared by others, Consultant will perform a peer review and identify any concerns over the methods or conclusions.

TASK 4. PREPARE PROOF CHECK DRAFT IS/MND

Upon receipt of the City's and applicant's comments on the screen check IS/MND submittal, Consultant will make revisions and resubmit the document as a proof check IS/MND. A proof check IS/MND is the final print copy of the IS/MND before printing.

Deliverable:

- Proof Check IS/MND

TASK 5. CIRCULATION OF DRAFT IS/MND AND MMRP

The proof check document with any revisions requested by City staff will serve as the Draft IS/MND and MMRP. Consultant will prepare electronic versions of this document; City will print hard copies as needed. Consultant will prepare for City distribution **ALL** required CEQA notices for this project (i.e., Notice of Intent). The City is responsible for newspaper notices.

Once the forms and distribution list are approved, Consultant will send the IS/MND and requisite forms to the State Clearinghouse, distribute the IS/MND to the contacts on the City's distribution list, and ensure that the appropriate notices are published and that the requirements of CEQA regarding distribution are met.

Deliverables:

- Draft IS/MND and MMRP
- Distribution to State Clearinghouse and the City's Distribution List
- Notice of Intent to Adopt (M)ND

TASK 6. PREPARE RESPONSES TO COMMENTS

Upon receipt of written comments on the Draft IS/MND from the State Clearinghouse and other parties, Consultant will review the comments and format them with letters and numbers so that each comment is assigned a unique letter/number combination. Consultant will evaluate the extent of the comments and will review our approach to the responses with the City. Consultant will prepare a response for all comments that raise environmental issues and work with the applicant and the City to provide responses for comments that refer to the project or process. The Responses to Comments will be prepared as a separate document in draft form for the City to review. Consultant will address any City comments and prepare a final document to be included as part of the record for the project. The scope assumes that the City will distribute responses to individual agencies; however, Consultant can assist if directed by the City.

Deliverable:

- Responses to Comments

TASK 7. MEETING ATTENDANCE AS NEEDED

In addition to the kick-off meeting, Consultant shall attend the following public meetings:

- » Planning Commission public hearings (1 or more meetings, budget provided for 2)
- » City Council public hearings (1 or more meetings, budget provided for 2)

EXHIBIT B
RATE SCHEDULE

PlaceWorks – 2018 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$195-\$335
Associate Principal	\$180-\$230
Senior Associate/Senior Scientist	\$150-\$230
Associate/Scientist	\$120-\$180
Project Planner/Project Scientist	\$95-\$135
Planner/Assistant Scientist	\$85-\$110
Graphics Specialist	\$65-\$160
Clerical/Word Processing	\$45-\$180
Intern	\$65-\$95

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

Request for Proposals ("RFP") for Initial Study / Negative Declaration or Mitigated
Negative Declaration, Contract No. PL-JN-18-001-DD

[Attached]



CITY OF INDUSTRY

REQUEST FOR PROPOSAL (RFP)

FOR

**INITIAL STUDY / NEGATIVE DECLARATION OR MITIGATED NEGATIVE
DECLARATION**

Contract NO. PL-JN-18-001-DD

Planning Department

CITY OF INDUSTRY

Released on

REQUEST FOR PROPOSAL (RFP) NO. 2018- JN 9312

PROPOSALS DUE 3-29-2018 5:00 pm

Dear Consultants:

The City of Industry (hereinafter referred to as the “City”) is requesting proposals from Planning Bench consultants, for the preparation of an Initial Study/Negative Declaration or Mitigated Negative Declaration.

1. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

- Release of RFP **3-15-2018**
- Proposals are Due **3-29-2018 5:00 pm**
- Approval of Contract **TBD**

*All dates are subject to change at the discretion of the City

2. SCOPE OF WORK

The City invites you to submit a proposal for environmental consulting assistance. The work activity includes preparation of an **Initial Study/ Negative Declaration or Mitigated Negative Declaration** (“IS/ND or MND”), and any related mitigation monitoring and reporting program (“MMRP”). Peer review of the technical studies provided by the applicant and incorporation of the mitigation measures is required. The environmental consultant will also 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:

- The consultant will 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. The consultant is also responsible for preparation of the air quality and greenhouse gas emissions analysis, and for the drafting 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 approximately 90,604.8 square foot and it is currently a vacant dirt lot that is surrounded to the south, west and east by industrial development and residential to the north. The site is an irregular shaped lot and is located at 13530 Nelson Ave and on west of North Mason Way and on the south side of East Nelson Avenue. The property is zoned (I) Industrial and has a General Plan Land use designation of Employment.

Proposed Project:

The proposed project consist of the construction of a new 38,441 square foot industrial building, and 1,394 square foot of office space.

TASK 1 – PROJECT INITIATION

Consultant will attend and conduct the 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
- ✓ Tentative timeline

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

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)

TENTATIVE PROJECT SCHEDULE

Kick-Off Meeting	WEEK 1	
Screen check Draft Due to City for Review	WEEK __	To be proposed by consultant
Completed Initial Study/ ND or MND Sections due	WEEK __	To be proposed by consultant
Public Notice and Review Period (30 Days Min.)	WEEKS __	To be proposed by consultant
Responses to Comments Received	WEEK __	To be proposed by consultant
Public Hearing(s)	TBD	

3. PROPOSAL FORMAT GUIDELINES

Consultants are to provide the City with a proposal using the following guidelines:

Each proposal will adhere to the following order and content of sections. Proposal should be straightforward and concise as the City has already reviewed and selected your firm as one of the planning service providers. The following proposal sections are to be included in the Proposer’s response:

A. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the work to be done and the objectives to be accomplished.

B. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize time and cost effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for services desired.

C. Staffing

Provide a list and resumes of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.

D. Similar Projects

Provide a list of at least three projects with references for similar services provided by your firm. The City reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

E. Fee Proposal

All proposers shall submit an hourly not to exceed fee proposal which delineates tasks, hours and cost for all staff working on the project. Pricing must be consistent with the terms and rates as set forth in

the consultant's on call contract with City. Proposals shall be valid for a minimum of 180 days following submission.

4. PROCESS FOR SUBMITTING PROPOSALS

The City will receive proposals for "Request for Proposals for Initial Study / Mitigated Negative Declaration" for Contract No. PL-JN-18-001-DD -JN 9312 until 5:00 P.M. on March 29, 2018 online via the City of Industry PlanetBids Vendor Portal. No paper, mailed or emailed proposals will be accepted. All proposals must be submitted through the City of Industry's PlanetBids Vendor Portal at <http://www.cityofindustry.org/?p=proposal-and-bid>.

It is the responsibility of the proposers to make sure the proposal is submitted through the City of Industry PlanetBids Vendor Portal, prior to the date and time indicated. Otherwise, the proposal will be rejected and not considered. The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all proposals and/or terminate this RFP process at any time, for any reason, without notice and with no obligations.

5. EVALUATION OF PROPOSALS AND SELECTION PROCESS

The City will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

The criteria are as follows:

Criteria Categories	Points Possible	Points Awarded
Qualifications of Key Personnel: Include ability to provide the requested scope of services, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.	25	
Approach to Providing the Requested Scope of Services: Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.	10	
Price Proposal	25	
Innovation/Creative Approach: Innovative and/or creative approaches to providing the services that provide additional efficiencies, expedited timing or increased performance capabilities.	25	
References	15	
Total Points	100	

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

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

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Proposal Review

The Committee will review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of the evaluation process, the Committee will rank all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

6. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

7. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

8. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Professional Services Agreement

The City will require a professional services agreement from the consultant found most qualified. A copy of the City's standard PSA is attached hereto. Please be advised the following provisions of the City's PSA are non-negotiable:

- Indemnification
- All insurance terms
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law

If an agreement cannot be reached, negotiations with an alternate consultant may commence.

CITY OF INDUSTRY
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of **INSERT DATE** ("Effective Date"), between the City of Industry, a municipal corporation ("City") and **INSERT NAME OF CONSULTANT AND TYPE OF LEGAL ENTITY [i.e.-limited liability company, corporation, partnership, etc.]**("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

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

2. SERVICES

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

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

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

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial

interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

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

4. PAYMENT

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

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

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

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least

ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

7. OWNERSHIP OF DOCUMENTS

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) **Indemnity for other than professional liability**

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to

represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

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

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

Attention: City Manager

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

To Consultant: _____

16. ASSIGNMENT

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

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

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant

employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”

“CONSULTANT”

City of Industry

INSERT NAME OF COMPANY

By: _____ By: _____

Paul J. Philips, City Manager

Name, Title

Attest:

By: _____

Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By: _____

James M. Casso, City Attorney

Attachments: Exhibit A Scope of Services

Exhibit B Rate Schedule

Exhibit C Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

RATE SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to

contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

STAFF: Dina Lomeli, Contracted Assistant Planner II *D.L.*
Kristen Weger, Management Analyst III *KW*

DATE: May 10, 2018

SUBJECT: Consideration of a Professional Services Agreement with PlaceWorks, Inc., to provide an Initial Study/Negative Declaration or Mitigated Negative Declaration for a development project at 333 Hacienda Boulevard, in an amount not to exceed \$29,887.00 from May 10, 2018 to May 9, 2019 (Contract No. PL-JN-18-002-DD)

Background:

On March 15, 2018, the City released a Request for Proposals ("RFP") for an Initial Study/Negative Declaration or Mitigated Negative Declaration for a development project at 333 Hacienda Boulevard, Contract No. PL-JN-18-002-DD. The RFP was posted in the City's PlanetBids™ vendor portal and an email notification was sent out to the pre-qualified environmental and transportation planning service benches which included PlaceWorks, Inc. (PlaceWorks), Michael Baker International, Alta Planning and Design, Inc., KOA Corporation, DKS Associates, RK Engineering Group, Inc., Annealta Group, CASC Engineering and Consulting, Inc. (CASC), Sage Environmental Group, CSG Consultants, Inc., and Dudek.

Questions pertaining to the RFP were received up until March 21, 2018 at 5:00 pm. Proposals were received up until March 29, 2018 at 5:00 pm. The City received two (2) proposals in response to the RFP from CASC and PlaceWorks.

The proposals were reviewed by a panel of three (3) which consisted of Dina Lomeli, Contracted Assistant Planner II and Nathalie Vazquez, Contracted Assistant Planner and Maria Hagerty, Planning Technician II.

The following tables summarizes the results and rankings of the initial study / mitigated negative declaration proposals.

Table 1 – Initial Study / Negative Declaration or Mitigated Negative Declaration, Rankings

Consultant	Ranking
CASC	2
PlaceWorks	1

As set forth in the table, PlaceWorks ranked the highest, and therefore staff is recommending that the contract be awarded to PlaceWorks.

Fiscal Impact:

Appropriate of \$29,887.00 to the General Fund – Planning – Professional Services (account no. 100-521-5120-01) for the Professional Services Agreement with PlaceWorks. The City will recover the costs of this contract through cost recovery agreements with developers.

Recommendation:

- 1.) Based on the rankings, staff recommends that PlaceWorks be awarded a Professional Services Agreement to provide initial study / mitigated negative declaration planning services in an amount not to exceed \$29,887.00 from May 10, 2018 to May 9, 2019; and
- 2.) Appropriate \$29,887.00 to the General Fund – Planning – Professional Services (account no. 100-521-5120-01).

Exhibits:

- A. Professional Services Agreement with PlaceWorks Inc., dated May 10, 2018
- B. Request for Proposals (“RFP”) for Initial Study / Negative Declaration or Mitigated Negative Declaration, Contract No. PL-JN-18-002-DD.

TH/DL/KW:yp

EXHIBIT A

Professional Services Agreement with PlaceWorks Inc., dated May 10, 2018

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of May 10, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and PlaceWorks, Inc., a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 9, 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 planning consultant 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 Twenty Nine Thousand Eight Hundred Eighty-Seven Dollars (\$29,887) 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: PlaceWorks, Inc.

3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
Dwayne Mears, Principal

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONSULTANT”
PlaceWorks, Inc.

By: _____
Troy Helling, Acting City Manager

By: 
Dwayne Mears, Principal

Attest:

By: _____
Diane M. Schlichting, 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 333 Hacienda Boulevard (“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.

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. During the meeting, Consultant will identify data needs, project objectives, and document review protocol and ensure that deliverables are consistent with the overall project timeline.

Deliverable:

- Kick-off Meeting
- Tentative project schedule

TASK 2. PROJECT DESCRIPTION

With information from the kick-off meeting and application materials, Consultant will prepare a comprehensive project description that complies with the California Environmental Quality Act (“CEQA”), articulates the proposed development, lists all required discretionary approvals, describes any off-site improvements necessary to support the project, and includes any other pertinent project information. Because the project description is the foundation of the environmental document, Consultant will submit the draft project description to the City and the applicant for review prior to including it in the analysis.

Deliverable:

- **Project Description**

TASK 3. PREPARE FIRST AND SECOND SCREEN CHECK IS/MND AND MMRP

Consultant will prepare the first draft of the IS/MND for review by the City. The environmental analysis in the IS/MND will be supported by technical studies provided by the applicant and peer reviewed by Consultant or by the analysis of our qualified staff. All technical studies used as evidence in the analysis will be included as appendices or referenced from other adopted documents. We will work with City staff to include information important to the analysis and consistent with other, similar projects in the City. The first submittal will include all graphics and appendices and will be in both hard copy and electronic formats (Word document).

Consultant will coordinate all mitigation with the City to ensure that it is consistent with previous actions by the City and within the ability and jurisdiction of the City to implement. With the first draft of the IS/MND, a mitigation monitoring and reporting program (MMRP) consistent with Section 15097 of the CEQA Guidelines will be provided. The MMRP will

include all proposed mitigation measures, timing, and responsibility. Consultant will update the MMRP consistent with changes to the IS/MND during staff review.

Depending on the extent of staff comments, Consultant will either coordinate a conference call to review the documents or attend a meeting at the City to review them. To assist in staff review, a second screen check draft IS/MND will be prepared with all edits in track-change mode to demonstrate where changes have been made in response to comments on the first draft.

Deliverables:

- First and Second Screen Check IS/MND
- MMRP
- Distribution List

Peer Review

As part of Task 3, Consultant will peer review the documents provided by the applicant as part of the application to ensure they are adequate for use in the IS/MND. Any concerns about adequacy or missing items will be brought to the City’s attention. Consultant will work with the City and applicant’s consultant to resolve any issues, and Consultant will prepare any additional technical work, as directed by the City. Such additions to this scope will require augments to the budget. Studies in the application include:

- » Phase I and Phase II Environmental Assessments
- » Geotechnical Report
- » Exterior Noise Analysis
- » Hazardous Material Survey Report
- » Hydrology Studies, Water Quality Management Plan

Air Quality and Greenhouse Gas Emissions

Consultant will prepare an air quality and greenhouse gas emissions analysis to evaluate impacts of the proposed industrial project. The analysis will be prepared in accordance with the current methodology of the South Coast Air Quality Management District (“SCAQMD”) for projects in the South Coast Air Basin (SoCAB Emissions will be quantified using the latest version of SCAQMD’s California Emissions Estimator Model (CalEEMod). The results of the analysis will be summarized in the IS/MND and modeling included as an appendix.

Noise and Vibration

Consultant will perform a peer review of the exterior noise analysis for its adequacy for use in the IS/MND. Any concerns will be identified. This reviewed noise analysis will serve as the basis for preparing the initial study’s noise section.

SB 52/Tribal Consultation

SB 52 requires a consultation process with tribes that have previously identified themselves as having resources in the geographic area. The City has received such notifications from the Soboba Band of Luiseño Indians and Gabrieleño Band of Mission Indians – Kizh Nation. As required under SB 52, Consultant will prepare letters to these tribes identifying the site location, describing the project, and identifying the City’s contact person.

Traffic and Circulation: Traffic Study

Consultant will evaluate the project’s potential traffic impacts in the vicinity of the site. A traffic impact analysis will be prepared in conformance with the City of Industry’s approved methodologies. The analysis will be prepared under the supervision of a licensed traffic engineer who has extensive experience with projects in the City.

Project Initiation and Scoping Agreement. Consultant will review the project information; conduct a site visit to review the site conditions; and review key documentation, including the City’s General Plan Circulation Element and traffic impact studies recently prepared for projects in the vicinity of the site. A scoping agreement/memorandum of understanding for the traffic impact study will be prepared for City staff approval. The scoping agreement will include a trip generation estimate for the project, trip distribution, and a list of study area intersections to be evaluated, and it will identify ambient growth rate and scenarios to be evaluated. Due to the anticipated truck traffic with the project, trip generation estimates will be provided in passenger-car equivalence.

Inventory of Roadway and Intersection Conditions. Consultant staff will conduct a field inventory of up to three intersections to verify existing roadway parameters. Roadway parameters include traffic control devices, approach lanes, existing roadway lane configurations, storage lanes, signal phasing, speed limit, roadway classification, sidewalks, and bike lanes for the roadway segments in the vicinity of the project site. In addition, weekday AM and PM peak hour turn movement volumes will be collected at up to three intersections and two roadway segments.

Determine Cumulative Traffic Volumes. Consultant staff will consult with the City to include trips from up to 15 cumulative developments that could be operational at the time of project opening. Trip generation and trip distribution for the cumulative developments will be estimated for inclusion in the background traffic conditions at project opening year.

Evaluate Existing and Future Traffic Conditions. Consultant will use project trip generation and distribution estimates in combination with ambient growth and cumulative project assumptions to develop traffic volumes and levels of service (LOS) for the AM and PM peak hours at the study area intersections.

We will evaluate the following scenarios:

- » Existing
- » Existing With Project
- » Opening Year Without Project
- » Opening Year With Project

Potential impacts with the project will be evaluated according to methodology and thresholds of significance criteria approved by City Staff in the scoping agreement. Mitigation measures will be recommended if necessary. The report will take into consideration traffic activity from nearby uses such as local shopping plazas and business centers. The percentage of fair share for the project will be calculated at each impacted location where mitigation is needed.

Review Site Plan Access. Consultant will review site access driveways for sight distance and discuss safety of the egress and ingress at access driveways based on the adequacy of sight distance. It will also identify other potential site access issues, such as queuing at access driveways, turn restrictions, and internal circulation. If necessary, recommendations will be made to ensure that adequate access is provided.

Traffic Report. Consultant will document the results of the traffic impact analysis in a draft technical report that incorporates the findings and all supporting calculations. It will include a trip generation estimate, trip distribution, intersection study areas, ambient growth rate, and evaluations of existing and future traffic conditions. The draft report will be submitted for City review and approval. A final traffic report will be prepared to address comments from City staff.

TASK 4. PREPARE PROOF CHECK DRAFT IS/MND

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

Deliverable:

- Proof Check IS/MND

TASK 5. CIRCULATION OF DRAFT IS/MND AND MMRP

The proof check document with any revisions requested by City staff will serve as the Draft IS/MND and MMRP. Consultant will prepare electronic versions of CEQA document; City will print hard copies as needed. Consultant will prepare for City distribution ALL required CEQA notices for this project (Notice of Intent). The City will be responsible for newspaper notices.

Once the forms and distribution list are approved, Consultant will send the IS/MND and requisite forms to the State Clearinghouse, distribute the IS/MND to the contacts on the City's distribution list, and ensure that the appropriate notices are published and that the requirements of CEQA regarding distribution are met.

Deliverables:

- Draft IS/MND and MMRP
- Distribution to SCH and Agency Mailing List
- Notice of Intent to Adopt (M)ND

TASK 6. PREPARE RESPONSES TO COMMENTS

Upon receipt of written comments on the Draft IS/MND from the State Clearinghouse and other parties, Consultant will review the comments and format them so that each comment is assigned a unique letter/number combination. We will evaluate the extent of the comments and will review our approach to the responses with the City. Consultant will prepare a response for all comments that raise environmental issues and work with the applicant and the City to provide responses for comments that refer to the project or process. The response to comments will be prepared as a separate document in draft form for the City to review. Consultant will address any City comments and prepare a final document to be included as part of the record for the project.

Deliverable:

- Responses to Comments

TASK 7. MEETING ATTENDANCE AS NEEDED

In addition to the kick-off meeting, the Consultant will attend the following public meetings:

- » Planning Commission public hearings (one or more meetings, budget provided for two)
- » City Council public hearings (one or more meetings, budget provided for two)

EXHIBIT B
RATE SCHEDULE

PlaceWorks – 2018 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$195-\$335
Associate Principal	\$180-\$230
Senior Associate/Senior Scientist	\$150-\$230
Associate/Scientist	\$120-\$180
Project Planner/Project Scientist	\$95-\$135
Planner/Assistant Scientist	\$85-\$110
Graphics Specialist	\$65-\$160
Clerical/Word Processing	\$45-\$180
Intern	\$65-\$95

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

Request for Proposals ("RFP") for Initial Study / Negative Declaration or Mitigated
Negative Declaration, Contract No. PL-JN-18-002-DD

[Attached]



CITY OF INDUSTRY

REQUEST FOR PROPOSAL (RFP)

FOR

**INITIAL STUDY / NEGATIVE DECLARATION OR MITIGATED NEGATIVE
DECLARATION**

Contract NO. PL-JN-18-002-DD

Planning Department

CITY OF INDUSTRY

Released on

REQUEST FOR PROPOSAL (RFP) NO. 2018- JN 9313

PROPOSALS DUE 3-29-2018 5:00 pm

Dear Consultants:

The City of Industry (hereinafter referred to as the “City”) is requesting proposals from Planning Bench consultants, for the preparation of an Initial Study/Negative Declaration or Mitigated Negative Declaration.

1. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

- Release of RFP **3-15-2018**
- Proposals are Due **3-29-2018 5:00 pm**
- Approval of Contract **TBD**

*All dates are subject to change at the discretion of the City

2. SCOPE OF WORK

The City invites you to submit a proposal for environmental consulting assistance. The work activity includes preparation of an **Initial Study/ Negative Declaration or Mitigated Negative Declaration** (“IS/ND or MND”), and any related mitigation monitoring and reporting program (“MMRP”). Peer review of the technical studies provided by the applicant and incorporation of the mitigation measures is required. The environmental consultant will also 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:

- The consultant will 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. The consultant is also responsible for preparation of the air quality and greenhouse gas emissions analysis, and for the drafting 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 approximately 414,125 square foot and it is currently a vacant dirt lot that was previously a Kmart. The property is surrounded to the south, west and east by industrial development and commercial to the north. The site is an irregular shaped lot and is located at 333 Hacienda Blvd on the southwest corner of Valley Boulevard and Hacienda Avenue. The property is zoned (I) Industrial and has a General Plan Land use designation of Employment.

Proposed Project:

The proposed project consists of the construction of a new 221,560 square foot industrial building, including 8,000 square feet of office space.

TASK 1 – PROJECT INITIATION

Consultant will attend and conduct the 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
- ✓ Tentative timeline

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
- ✓ Work with traffic consultant on the traffic study

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

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)

TENTATIVE PROJECT SCHEDULE

Kick-Off Meeting	WEEK 1	
Screen check Draft Due to City for Review	WEEK ___	To be proposed by consultant
Completed Initial Study/ ND or MND Sections due	WEEK ___	To be proposed by consultant
Public Notice and Review Period (30 Days Min.)	WEEKS ___	To be proposed by consultant
Responses to Comments Received	WEEK ___	To be proposed by consultant
Public Hearing(s)	TBD	

3. PROPOSAL FORMAT GUIDELINES

Consultants are to provide the City with a proposal using the following guidelines:

Each proposal will adhere to the following order and content of sections. Proposal should be straightforward and concise as the City has already reviewed and selected your firm as one of the planning service providers. The following proposal sections are to be included in the Proposer’s response:

A. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the work to be done and the objectives to be accomplished.

B. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize time and cost effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for services desired.

C. Staffing

Provide a list and resumes of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.

D. Similar Projects

Provide a list of at least three projects with references for similar services provided by your firm. The City reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

E. Fee Proposal

All proposers shall submit an hourly not to exceed fee proposal which delineates tasks, hours and cost for all staff working on the project. Pricing must be consistent with the terms and rates as set forth in

the consultant's on call contract with City. Proposals shall be valid for a minimum of 180 days following submission.

4. PROCESS FOR SUBMITTING PROPOSALS

The City will receive proposals for "Request for Proposals for Initial Study / Mitigated Negative Declaration" for Contract No. PL-JN-18-002-DD -JN 9313 until 5:00 P.M. on March 29, 2018 online via the City of Industry PlanetBids Vendor Portal. No paper, mailed or emailed proposals will be accepted. All proposals must be submitted through the City of Industry's PlanetBids Vendor Portal at <http://www.cityofindustry.org/?p=proposal-and-bid>.

It is the responsibility of the proposers to make sure the proposal is submitted through the City of Industry PlanetBids Vendor Portal, prior to the date and time indicated. Otherwise, the proposal will be rejected and not considered. The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all proposals and/or terminate this RFP process at any time, for any reason, without notice and with no obligations.

5. EVALUATION OF PROPOSALS AND SELECTION PROCESS

The City will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

The criteria are as follows:

Criteria Categories	Points Possible	Points Awarded
Qualifications of Key Personnel: Include ability to provide the requested scope of services, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.	25	
Approach to Providing the Requested Scope of Services: Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.	10	
Price Proposal	25	
Innovation/Creative Approach: Innovative and/or creative approaches to providing the services that provide additional efficiencies, expedited timing or increased performance capabilities.	25	
References	15	
Total Points	100	

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

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

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Proposal Review

The Committee will review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of the evaluation process, the Committee will rank all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

6. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

7. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

8. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Professional Services Agreement

The City will require a professional services agreement from the consultant found most qualified. A copy of the City's standard PSA is attached hereto. Please be advised the following provisions of the City's PSA are non-negotiable:

- Indemnification
- All insurance terms
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law

If an agreement cannot be reached, negotiations with an alternate consultant may commence.

CITY OF INDUSTRY
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of **INSERT DATE** ("Effective Date"), between the City of Industry, a municipal corporation ("City") and **INSERT NAME OF CONSULTANT AND TYPE OF LEGAL ENTITY [i.e.-limited liability company, corporation, partnership, etc.]**("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

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

2. SERVICES

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

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

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

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial

interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

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

4. PAYMENT

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

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

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

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least

ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

7. OWNERSHIP OF DOCUMENTS

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) **Indemnity for other than professional liability**

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to

represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

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

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

Attention: City Manager

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

To Consultant: _____

16. ASSIGNMENT

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

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

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant

employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"

City of Industry

"CONSULTANT"

INSERT NAME OF COMPANY

By: _____ By: _____

Paul J. Philips, City Manager

Name, Title

Attest:

By: _____

Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By: _____

James M. Casso, City Attorney

Attachments: Exhibit A Scope of Services

Exhibit B Rate Schedule

Exhibit C Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

RATE SCHEDULE

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to

contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.6



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 *JN*
Upendra Joshi, Project Manager, CNC Engineering *UJ*

DATE: May 10, 2018

SUBJECT: Consideration of a Design Build Services Agreement with ABM Electrical Power Services, LLC, for Electric Vehicle Pay for Use Charging Stations, in an amount not-to-exceed \$280,048.00 (Contract No. EU-18-004-E, Project No. CIP-EU-18-002-B)

Background:

On December 15, 2017, the City published a Request for Proposal (RFP) for Design Build Services for Electric Vehicle Pay for Use Charging Stations, via the City's PlanetBids™ portal for an estimated cost of \$225,000.00 This project was bid to procure a contractor to provide services are to provide and install pay for use electrical vehicle charging stations that will replace the existing electrical vehicle charging stations currently installed at the Metrolink facility in the City.

The RFP was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 107 vendors. The bid was viewed by 49 prospective bidders. Questions pertaining to the bid were received up until January 1, 2018 at 5:00 p.m. in the City's Planetbids™ vendor portal.

Discussion:

The RFP process closed on January 29, 2018 at 5:00 p.m. Six (6) proposals were received from ABM Electrical Power Services LLC., AMTEK Construction, Cybertech Construction Company Inc., EV Connect, Inc., Pilgrim Energy, LLC, and Verdek. All six (6) proposals have been reviewed for completeness, accuracy and qualifications. The review process was completed for each of the proposers by three different evaluators. The IPUC staff has determined that ABM Electrical Power Services is the qualified vendor and submitted a complete proposal. ABM Electrical Power Services, LLC references and qualifications have been checked by City staff resulting in excellent recommendations from previous ABM Electrical Power Services, LLC, employers.

The following table represents a summary of the proposals received and rankings:

Proposers	Bid Price	Rankings
ABM Electrical Power Services, LLC	\$280,048.00	1
AMTEK Construction	\$463,494.00	4
Cybertech Construction Company, Inc.	\$326,608.00	6
EV Connect, Inc.	\$218,976.80	2
Pilgrim Energy, LLC	\$351,771.00	5
Verdek	\$328,060.00	3
Engineer's Estimate:	\$225,000.00	

The Engineer's estimate for the Design Build Services for Electrical Vehicle Pay for Use Charging Stations was \$225,000 which was calculated based on the existing installation of the sixty-four (64) charging stations. ABM Electrical Power Services, LLC has a proposed estimate of \$280,048.00 to furnish and install the Design Build Services for Electrical Vehicle Pay for Use Charging Stations.

A 10% contingency is 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 project is \$363,053.00.

The following table represents a project summary:

ABM Electric Power Services, LLC (Base Bid)	\$280,048.00
Contingency Allowance (10%)	\$28,005.00
Project Management	\$15,000.00
Contract Administration/Inspection	\$40,000.00
Total Sources:	\$363,053.00

The Design Build Services for Electrical Vehicle Pay for Use Charging Stations project is included in the amount of \$310,000.00 in the Fiscal Year 2017-18 Adopted Capital Improvement Project Budget. An appropriation of \$53,053.00 from the Sales Tax Bond Proceeds is needed to cover the total project costs.

Fiscal Impact:

Appropriate \$53,053.00 from the 2015 Bond Proceeds to City Capital Improvements-Facilities Improvements-Construction Costs. (Account No. 120-726-5205).

Recommendation:

- 1) City staff recommends that the City Council consider the results of the Design Build Services for Electric Vehicle Pay for Use Charging Stations Agreement and award the bid to ABM Electric Power Services, LLC; and
- 2) Appropriate \$53,053.00 from the 2015 Bond Proceeds to City Capital Improvements-Facilities Improvements-Construction Costs. (Account No. 120-726-5205).

Exhibits:

- A. Agreement for Design Build Services for Electric Vehicle Pay for Use Charging Stations between the City of Industry and ABM Electrical Power Services, LLC dated May 10, 2018
 - B. Request for Proposals for Design Build Services for Electric Vehicle Pay for Use Charging Stations
 - C. ABM Electrical Power Services, LLC. Proposal for Design Build Services for Electric Vehicle Pay for Use Charging Stations
-

TH/JN/UJ:jv

EXHIBIT A

Agreement for Design Build Services for Electric Vehicle Pay for Use Charging Stations
between the City of Industry and ABM Electrical Power Services, LLC dated
May 10, 2018

[Attached]

AGREEMENT FOR DESIGN-BUILD SERVICES

This AGREEMENT FOR DESIGN BUILD SERVICES (“Agreement”), is made and effective as of May 10, 2018 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and ABM Electrical Power Services, LLC, a Delaware limited liability company (“Design Builder”). The City and Design Builder are hereinafter collectively referred to as the “Parties”.

In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

ARTICLE 1 SCOPE OF WORK

Design Builder shall provide all work required by the Contract Documents (the “Work”). Design Builder agrees to do additional Work arising from changes ordered by the City pursuant to the General Conditions. The Work will be performed in Phases identified as follows:

Phase 1 – Preliminary Engineering

Phase 2 – Construction Documents

Phase 3 – Construction

ARTICLE 2 OPTIONS

The City may exercise its option for performance of the Work under Phases 2 and 3 by providing a written Notice to Proceed to the Design Builder for performance under either or both of the Phases. The Option for Phase 2 may be exercised not later than 30 days after the expiration of Phase 1 Time or the acceptance by the City of the Design Development Documents under Phase 1, whichever is later. The Option for Phase 3 may be exercised not later than 30 days after the expiration of Phase 2 Time or the acceptance by the City of the Construction Documents under Phase 2, whichever is later. If Design Builder has complied with all other terms of the Contract and the City fails to exercise its Option for Phase 3 by such calculated date, the Design Builder agrees that a time extension will be its sole and complete remedy for any damage or loss incurred as a result of the delay in exercising said Option for Phase 3.

The City’s “OPTIONS” rights under this Article 2 are independent of the “Termination for Convenience” rights as set forth of the General Conditions. As such, if the City opts to not proceed with Phase 2 after the completion of Phase 1, Design Builder’s right of recovery is limited to the Contract Sum for Phase 1. If the City opts to not proceed with Phase 3 after the completion of Phases 1 and 2, Design Builder’s right of recovery is limited to the Contract Sum for Phases 1 and 2.

The City retains the right to terminate this Contract for convenience at any time in accordance with the General Conditions.

ARTICLE 3 COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following Contract Documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- Advertisement for Design Builder Prequalification
- Request for Proposals
- Price Proposal Form
- Proposal Evaluation Process, Project Directory
- Preliminary Schedule
- Design Builder's Proposal
- Notice of Selection as Apparent Best Value Proposal this Agreement
- General Conditions
- Supplementary Conditions
- Exhibits
- Specifications
- List of Drawings
- Drawings
- Addenda
- Notice to Proceed
- Change Orders
- Notice of Completion
- Non-Collusion Affidavit
- Site Visit Certification
- Proposed Sub-Design Builders
- Certificate Regarding Worker's Compensation
- Drug Free Workplace Certification
- Faithful Performance Bond
- Labor and Materials Payment Bond
- Project Schedule
- Design Builder's Certificate Regarding Non-Asbestos Containing Materials

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

Collectively the Contract Documents and this Agreement constitute the entire contract of the Parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both Parties.

**ARTICLE 4
CONTRACT SUM**

Subject to the provisions of the Contract Documents City shall pay to Design Builder, for the performance of the Work, \$2,500.00, the "Contract Sum"; for Phase 1. The City shall pay for the performance of the Work for Phases 2 and 3, if the options for said Phases are exercised, the following amounts:

Phase 2 - \$2,500.00

Phase 3 - \$275,048.00

Unit prices, if any, are as follows: N/A

The Contract Sum will be increased by an amount equal to the Unit Price multiplied by the actual number of units of each Unit Price item incorporated in the Work.

**ARTICLE 5
CONTRACT TIME**

Design Builder shall commence the Work for Phase 1 on the date specified in the Notice to Proceed for Phase 1 and fully complete the work within **21** days, the "Phase 1 Time." The Contract Time at contract award is the Phase 1 Time.

The time allowed for the completion of Phases 2 and 3 shall be as follows:

Phase 2 – The Design Builder shall commence the Work for Phase 2 on the date specified in the Notice to Proceed for Phase 2 and fully complete the Work for Phase 2 within **30** days, the "Phase 2 Time." If the City exercises its Option for Phase 2, the Phase 2 Time will be added to the then Contract Time plus any days between the completion of Phase 1 and the exercise of the Option for Phase 2 to establish a revised Contract Time for completion of Phases 1 and 2.

Phase 3 – The Design Builder shall commence the Work for Phase 3 on the date specified in the Construction Notice to Proceed for Phase 3 and fully complete the Work for Phase 3 within **45** days, the "Phase 3 Time." If the City exercises its Option for Phase 3, the Phase 3 Time will be added to the Contract Time for completion of Phases 1 and 2, plus any days between the completion of Phase 2 and the exercise of the Option for Phase 3 to establish a revised Contract Time for completion of all Phases. In the event that the Option for Phase 3 is exercised prior to the completion of Phase 2, the revised Contract Time will be the number of days from the start of Phase 1 to the exercise of the option for Phase 3, plus the number of days specified herein for the completion of Phase 3.

By signing this agreement, Design Builder represents to City that i) the Phase 1 Time, Phase 2 Time, and Phase 3 Time are reasonable for completion of the Work of the respective Phase; ii) the Contract Time (as defined above) is reasonable for completion of the Work of all the Phases; and iii) Design Builder will complete the Work within the Contract Time.

ARTICLE 6
LIQUIDATED DAMAGES

If Design Builder fails to complete the Work for Phase 2 within the Contract Time and City has not exercised its option for Phase 3, Design Builder shall pay to City, as liquidated damages and not as a penalty, the amount indicated below as "Liquidated damages daily rate for Phase 2" for each day after expiration of Contract Time that Work for Phase 2 remains incomplete. If City has exercised its option for Phase 3 and Design Builder fails to complete the Work for Phase 3 within the Contract Time, Design Builder shall pay to City, as liquidated damages and not as a penalty, the applicable amount(s) indicated below as "Liquidated damage daily rate for Phase 3" for each day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the liquidated damages daily rate for Phase 3 shall be reduced to the sum indicated below. City and Design Builder agree that if the Work is not completed within the Contract Time, City's damages would be extremely difficult or impracticable to determine and that said amounts indicated below are reasonable estimates of and reasonable sums for such damages. City may deduct any liquidated damages due from Design Builder from any amounts otherwise due to Design Builder under the Contract Documents. This provision shall not limit any right or remedy of City in the event of any other default of Design Builder other than failing to complete the Work within the Contract Time. This Article 6 will only apply if the City exercises its Option for Phase 2 or 3.

Liquidated damages daily rate for Phase 2 - \$ 750.00

Liquidated damages daily rate for Phase 3 - \$ 750.00 (on or before Substantial Completion)

Liquidated damages daily rate for Phase 3 - \$ 750.00 (after Substantial Completion)

ARTICLE 7
COMPENSABLE DELAY

If Design Builder is entitled to an increase in the Contract Sum as a result of a Compensable Delay, determined pursuant to Articles 7 and 8 of the General Conditions, the Contract Sum will be increased by the sum indicated below per day for each day for which such compensation is payable. This Article 7 will apply only if the City exercises its Option for the applicable Phase and only to the extent that Design Builder fulfills requisites proving entitlement to Compensable Delay.

Compensable delay daily rate for Phase 2 - \$ 750.00

Compensable delay daily rate for Phase 3 - \$ 750.00

**ARTICLE 8
WORK PRODUCT ASSIGNMENT**

If this Agreement is terminated prior to the exercise of the City's Option for Phase 3, the Design Builder shall execute an assignment to the City of all contracts with Design Professionals for work to be performed on Phases 1 and 2.

**ARTICLE 9
PREVAILING WAGES**

A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 ", for Los Angeles County. Wage rates shall conform with those posted at City Hall and the Project site.

B. The following Labor Code sections are hereby referenced and made a part of this Agreement:

- (i) Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- (ii) Section 1777.4, Apprenticeship Requirements.
- (iii) Section 1777.5, Apprenticeship Requirements.
- (iv) Section 1813, Penalty for Failure to Pay Overtime.
- (v) Section 1810 and 1811, Working Hour Restrictions.
- (vi) Section 1775, Payroll Records.
- (vii) Section 1773.8, Travel and Subsistence Pay.

**ARTICLE 10
RECORD AUDIT**

In accordance with Government Code, Section 8546.7, records of both the City and the Design Builder shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**ARTICLE 11
CERTIFICATIONS**

A. Design Builder shall maintain a C-10 Electrical License during the term of this Agreement.

**ARTICLE 12
FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the City to the Design Builder no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the Work has then been completed, and the Agreement fully performed.

**ARTICLE 13
DESIGN BUILDER'S FAILURE TO PROCURE COMPLETION OF PROJECT**

In the event Design Builder fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the Design Builder for a period of three (3) calendar days after receipt of written demand from City or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the City may exclude the Design Builder from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the City to another Design Builder or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the City, shall be a charge against the Design Builder, and may be deducted from any money due or becoming due to Design Builder from the City, or the Design Builder shall pay the City the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should Design Builder fail to pay in full any said cost incurred by the City.

**ARTICLE 14
INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT**

Design Builder shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Design Builder's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement. Should conflict of interest principles preclude a single legal counsel from representing both City and Design Builder, or should City otherwise find Design Builder's legal counsel unacceptable, then Design Builder shall reimburse the City its costs of defense, including without limitation reasonable legal counsel's fees, expert fees and all other costs and fees of litigation. Design Builder shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Design Builder's negligent, reckless or wrongful performance. It is expressly understood and agreed that

the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Design Builder obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City. However, without affecting the rights of City under any provision of this agreement, Design Builder shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Design Builder will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

ARTICLE 15 INSURANCE

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

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

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

15.01 **General liability insurance.** Design Builder 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 per occurrence, \$5,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$5,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

15.02 **Automobile liability insurance.** Design Builder 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 Design Builder arising out of or in connection with work to be performed under this Agreement, including

coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

15.04 **Professional liability (errors & omissions) insurance.** Design Builder 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 Design Builder agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

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

15.06 **Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a Design Builder's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement

shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

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

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

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

A Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving Design Builder), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. Such insurance shall be on a form acceptable to the City to ensure adequacy of terms and sublimits and shall be submitted to the City prior to commencement of construction.

Other provisions or requirements:

- 15.08 **Proof of insurance.** Design Builder shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this contract. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 15.09 **Duration of coverage.** Design Builder shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Design Builder, his agents, representatives, employees or subcontractor. Design Builder must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
- 15.10 **Primary/noncontributing.** Coverage provided by Design Builder shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 15.11 **City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Design Builder or the City will withhold amounts sufficient to pay premium from Design Builder payments. In the alternative, the City may cancel this Agreement.
- 15.12 **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's risk manager.
- 15.13 **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 Design Builder or others providing insurance evidence in compliance with

these specifications to waive their right of recovery prior to a loss. Design Builder hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

- 15.14 **Enforcement of contract provisions (non estoppel)**. Design Builder acknowledges and agrees that any actual or alleged failure on the part of the City to inform Design Builder of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.
- 15.15 **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 Design Builder maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Design Builder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 15.16 **Notice of cancellation**. Design Builder 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.
- 15.17 **Additional insured status**. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 15.18 **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.
- 15.19 **Separation of Insureds**. A severability of interests provision must apply for all additional insureds ensuring that Design Builder'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.
- 15.20 **Pass Through Clause**. Design Builder 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 Design Builder, provide the same minimum insurance coverage and endorsements required of Design Builder. Design Builder 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. Design Builder agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

- 15.21 **City's right to revise requirements.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Design Builder a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to Design Builder, City and Design Builder may renegotiate Design Builder's compensation.
- 15.22 **Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.
- 15.23 **Timely notice of claims.** Design Builder shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Design Builder's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 15.24 **Additional Insurance.** Design Builder 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.

ARTICLE 16 CONTRACTOR'S LICENSE

Design Builder must possess at the time of bid submittal, and throughout the Project duration, a Contractor's License, of the classification required to prosecute the work, issued by the State of California, which is current and in good standing. Design Builder shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

ARTICLE 17 PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

ARTICLE 18
DESIGN BUILDER'S COVENANTS AND REPRESENTATIONS

Without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in the Contract Documents, or implied by operation of law, the Design Builder makes the following covenants and representations to City:

- 18.1 Design Builder and all of its Design Professionals and subcontractor are properly certificated, licensed and qualified to perform the Work required by the Contract Documents.
- 18.2 Design Builder accepts the relationship of trust and confidence with the City established by the Contract Documents. Design Builder will cooperate with City.
- 18.3 Design Builder and its Design Professionals have carefully examined the site of the Project and the adjacent areas, have suitably investigated the nature and location of the Construction Work and have satisfied themselves as to the general and local conditions which will be applicable, including but not limited to: (1) conditions related to site access and to the transportation, disposal, handling and storage of materials; (2) the availability of labor, water, power and roads; (3) normal weather conditions; (4) observable physical conditions at the site and existing site conditions including: size, utility capacities and connection options of external utilities; (5) the surface conditions of the ground and (6) the character and availability of the equipment and facilities which will be needed prior to and during the performance of Construction Work.
- 18.4 Design Builder and its Design Professionals have suitably reviewed the site survey, record documents, seismic data, preliminary geotechnical and other test reports, environmental documents and any other documentation furnished by City in the Exhibits.
- 18.5 Design Builder and its Design Professionals have carefully reviewed the following exhibits to the Design Build Contract: (1) Scope of Work (including Applicable Codes, Rules and Regulations, Energy Requirements, etc.); (2) the Performance Specifications; (3) Project Program; and (4) Schematic Drawings. Design Builder acknowledges that these Exhibits establish the scope, level of quality, design intent and the procedures for the development of the design to a state of 100% completion.

Design Builder agrees that (1) the Exhibits depict and describe a design for the Project which is partially complete and may vary in degree of completion from 5% to 95% depending on the particular Project; (2) it will manage, coordinate and fully complete the design; (3) Design Builder will cause its Design Professionals to describe and depict the final design for the Project, as approved by the City, in Construction Documents which will include all information required by the building trades to complete the construction (other than such details customarily

developed by others during construction) and (4) it will manage and timely construct the Project in consideration for the City's payment of the Contract Sum.

- 18.6 Design Builder and its Design Professionals have reviewed the Preliminary Schedule attached to the Request for Proposals and agree that the design and construction tasks and milestones are reasonable and feasible, except as modified by Design Builder's Proposed Contract Schedule, approved by City. Design Builder also agrees that time is of the essence for the performance of the Work.
- 18.7 Design Builder agrees that all Construction Documents will be complete, coordinated, and accurate.
- 18.8 Design Builder agrees that all materials, equipment and furnishings incorporated into or used in the Construction Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents) and free of liens, claims and security interests of third parties. If required by the City, Design Builder will furnish satisfactory evidence as to the kind and quality of the materials, equipment and furnishings.
- 18.9 Design Builder agrees that the Work will be of good quality, free of defects and will conform with the requirements of the Contract Documents. Work not conforming to the requirements of the Contract Documents, including substitutions in design or construction not specifically approved or authorized by the City in advance, may be considered defective.
- 18.10 Design Builder agrees to correct any error(s), omission(s), or deficiencies in the Contract Documents or Construction Documents at no additional cost to City; however, this provision in no way limits the liability of Design Builder.

ARTICLE 19 SUBSURFACE HAZARDOUS MATERIALS

In the event trenches or other excavations extend deeper than four (4) feet below the surface, the Design Builder shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

- 19.01 Material that the Design Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
- 19.02 Subsurface or latent physical conditions at the site differing from those indicated.
- 19.03 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Agreement.

- 19.04 Upon receipt of said notification the City will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Design Builder's cost of or the time required for performance of any part of the work, the City will issue a change order under the procedures described in the General Conditions.
- 19.05 In the event that a dispute arises between the City and the Design Builder whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the work, the Design Builder shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The Design Builder shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20 INDEPENDENT CONTRACTOR

(a) Design Builder is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Design Builder shall at all times be under Design Builders exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Design Builder or any of Design Builder's officers, employees, or agents, except as set forth in this Agreement. Design Builder 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. Design Builder 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 Design Builder in connection with the performance of this Agreement. Except for the fees paid to Design Builder as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Design Builder for performing services hereunder for City. City shall not be liable for compensation or indemnification to Design Builder for injury or sickness arising out of performing services hereunder.

ARTICLE 21 LEGAL RESPONSIBILITIES

The Design Builder 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 Design Builder 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 Design Builder to comply with this Section.

**ARTICLE 22
UNDUE INFLUENCE**

Design Builder 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 Design Builder, or from any officer, employee or agent of Design Builder, 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.

**ARTICLE 23
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.

**ARTICLE 24
RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Design Builder in performance of this Agreement shall be considered confidential and shall not be released by Design Builder without City's prior written authorization. Design Builder, 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) Design Builder shall promptly notify City should Design Builder, 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 Design Builder 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 Design Builder 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 Design Builder in such proceeding, Design Builder agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Design Builder. 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.

ARTICLE 26
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 Design Builder:	Rowland Bomar, Senior Branch Manager ABM Electrical Power Services, LLC 720 S. Rochester Avenue, Suite A Ontario, CA 91761

ARTICLE 27
ASSIGNMENT

The Design Builder 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, Design Builder shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Design Builder 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 Design Builder's use of any subconsultant, Design Builder shall be responsible to the City for the performance of its subconsultant as it would be if Design Builder 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 Design Builder. Design Builder shall be solely responsible for payments to any subconsultants. Design Builder 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.

ARTICLE 28
GOVERNING LAW/ATTORNEYS' FEES

The City and Design Builder 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 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 Design Builder 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.

ARTICLE 29
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.

ARTICLE 30
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.

ARTICLE 31
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.

ARTICLE 32
WAIVER

The waiver by City or Design Builder 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 Design Builder unless in writing.

**ARTICLE 33
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.

**ARTICLE 34
CORPORATION IN GOOD STANDING**

If Design Builder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Rowland Bomar whose title is Senior Branch Manager, is authorized to act for and bind the corporation.

**ARTICLE 35
AUTHORITY TO EXECUTE THIS AGREEMENT**

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

“CITY”
City of Industry

By: _____
Mark D. Radecki,
Mayor

Attest:

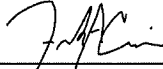
By: _____
Diane M. Schlichting,
City Clerk

Approved as to form:

By: _____
James M. Casso,
City Attorney

“DESIGN BUILDER”
ABM Electrical Power Services, LLC

Limited Liability Company
(Type of Organization)

By:  _____
(Signature)

Frank A. Ceci
(Printed Name)

Vice President of Operations
(Title)

Design Builder’s Contractor License(s):

ABM Electrical Power Services, LLC
(Name of Licensee)

C-10 Electrical No. 989000
(Classification and License Number)

December 31, 2019
(Expiration Date)

Design-Builder’s Employer Identification No.

20-3180504

EXHIBIT B

Request for Proposals for Design-Build for Design Build Services for Electric Vehicle Pay
for Use Charging Stations

[Attached]



**Request for Proposals for
Design Build Services for
Electric Vehicle Pay for Use Charging Stations
Agreement No. EU-18-004-E**



Issued by:

The City of Industry

December 15, 2017

15625 Stafford St, Suite 100
City of Industry, CA 91744-3900
Telephone 626-333-2211

Table of Contents

PUBLICATION NOTIFICATION	1
NOTICE TO VENDORS	2
1. PURPOSE	3
2. RFP SCHEDULE	3
3. CITY OF INDUSTRY CONTACT	3
4. PRE-JOB WALK	4
5. SCOPE OF WORK	4
6. SIGNAGE AND STRIPING	5
7. EXAMINATION OF SITE	5
8. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS	6
9. TRAFFIC AND ACCESS	6
10. MAINTENANCE AND COMMUNICAITON	6
11. SERVICE PROVIDER(S) / DATA CAPTURE	6
12. PRODUCT SAFETY	7
13. WARRANTY	7
14. AGREEMENT	7
15. PROGRESS SCHEDULE	7
PROPOSAL SUBMISSION REQUIREMENTS	8
1. PROPOSAL CONTENTS	8
2. COVER LETTER	8
3. QUALIFICATIOINS AND PERSONNEL	8
4. SUBCONTRACTING RESOURCES	9
5. FEE	9
6. CLAIMS HISTORY	10
SELECTION PROCESS	10
1. EVALUATION PROCEDURES AND CRITERIA	10
2. DISQUALIFICATION	11
3. MISCELLANEOUS	11

Exhibit A – Site Map

Exhibit B – Agreement for Design-Build Services

PUBLICATION NOTICE

CITY OF INDUSTRY

REQUEST FOR PROPOSALS (“RFP”) FOR DESIGN BUILD SERVICES FOR ELECTRIC VEHICLE PAY FOR USE CHARGING STATIONS

Agreement No. EU-18-004-E

The **City of Industry** hereinafter referred to as the **City**, will receive proposals for “Request for Proposals for Design Build Services for Electric Vehicle Pay for Use Charging Stations” for Agreement No. EU-18-004-E until **5:00 P.M.** on **January 28, 2018** via City of Industry PlanetBids Vendor Portal. No paper, mailed or emailed proposals will be accepted. All proposals must be submitted through the City of Industry’s PlanetBids Vendor Portal <http://www.cityofindustry.org/?p=proposal-and-bid>.

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

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

NOTICE TO VENDORS

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

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

RFP Reference *Request for Proposals for Design Build Services for Electric Vehicle Pay for Use Charging Stations*

Company Name _____

Mailing Address _____

_____ (City) _____ (State) _____ (Zip)

Telephone Number _____

Fax Number _____

Contact Person _____

E-mail Address _____

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

1. PURPOSE

The objectives of the City for this project are to reduce the energy costs, to reduce greenhouse gas emissions, and provide convenient electric vehicle charging station locations. Increasing the use of electric vehicles through the provision of public electric vehicle charging infrastructure throughout the City is one of the strategies the City is exploring to reduce the transportation-related emissions within our community.

The City is requesting proposals from qualified firms (“Vendor”) to design, furnish, and install up to sixty-four (64) publicly accessible Level 2 Electric Vehicle (“EV”) pay for use charging outlets on City-owned property, through a turnkey solution in accordance with the terms, conditions, and specifications as described herein. The work described requires that the Vendor’s installation subcontractor be licensed by the State of California as a C10 Electrical Contractor.

2. RFP SCHEDULE

The City intends to select, award, and contract as soon as possible and requires the selected contractor to begin execution of the photovoltaic services right away. The *tentative* schedule dates are as follows:

<u>Schedule Item</u>	<u>Date*</u>
RFP Announcement and Issuance	December 15, 2017
Non-Mandatory Pre-Job Walk	December 28, 2017 at 10:00 AM
PlanetBids Question & Answer Deadline	January 11, 2018
Proposal Submittal Date	January 28, 2018 by 5:00 PM
Design-Build Contractor – City Approval	February 1, 2018
Start of Contract	February 2, 2018
Preliminary Engineering Completion	March 1, 2018
Approval of Preliminary Engineering Design by City	March 5, 2018
Start Construction	April 20, 2018
Construction Substantially Complete	April 27, 2018
Testing and Commissioning Energization Complete	May 11, 2018
Training	April 30 - May 4, 2018
Completion of Contract	May 18, 2018

* All dates are subject to change without notice

3. CITY OF INDUSTRY CONTACT

All requests, questions, or other communications about this RFP shall be submitted through the City’s PlanetBids Portal.

Contact: Kristen Weger, Management Analyst, City of Industry
(626) 333-2211, ext. 232 or by email kweger@cityofindustry.org

4. PRE-JOB WALK

The City will conduct a **Non-Mandatory** job walk at the Metrolink Station on December 28, 2017 starting at 10:00 A.M. The job walk will be conducted at the Metrolink Station at 600 S. Brea Canyon Road, City of Industry, CA 91789.

5. SCOPE OF WORK

The City is interested in the installation of up to sixty-four (64) commercial-grade Level 2 EV pay for use charging stations on City-owned property for public use. The City intends to charge the public for use of the electricity, therefore the EV chargers must allow for point of sale transactions and revenue remittance to the City.

The proposed location for the sixty-four (64) charging stations is the MetroLink Train Station at 600 S. Brea Canyon Road, City of Industry, CA 91789. The proposed locations are shown on a map in Exhibit A.

The City is seeking a turnkey solution, including but not limited to designing, furnishing, and installing the requested EV chargers. There are currently sixty-four (64) no-cost EV charging stations located at the Metrolink Station in the parking area. The City is open to different business models (pay-as-you-go or monthly subscriptions) and will entertain proposals from companies that would require the City to own or lease the EV charging stations. If vendors provide both (lease and own) options, they may submit multiple options as part of their response to this RFP. Detailed information about the business model, including, but not limited to, the ability to set pricing for end users, billing practices, service fees, revenue distribution, and cost-recovery for electricity expenses should be outlined in the proposal. Following the installation, the Vendor shall be responsible for:

- Install, activate and test the EV charging stations
- Enable and process point of sale transactions
- Implement an open network service that would capture data
- Provide customizable detail reports
- Provide flexible payment options that allow for universal public access
- Provide maintenance services, customer support, and a minimum three-year manufacturer's warranty for all EV charger equipment, hardware, and software

All Level 2 EV charging stations shall meet, at a minimum, the following specifications and requirements:

- Compliant with National Electrical Code and FCC regulations for safety and operation requirements
- Americans with Disabilities Act (ADA) compliant
- Charge connector shall have a self-retractable cable
- Fully networked to allow for the management of charging operations including access, pricing, power distribution, and charging notifications

- Accessible to all members of the public, with no membership to a specific network required for access
- Capable of accepting and processing point of sale transaction payments of all major credit cards and ATM cards through a secure system
- Station location and real-time availability should be available to users on the web through sites such as plugshare.com
- Screen display shall be user-friendly and easy to operate. Displays shall be LCD, LED or equivalent, and shall be readable in direct sunlight and at night
- Ability to fully charge an EV such as a Nissan Leaf within 4 to 6 hours
- Security design that is both tamper-proof and vandalism-proof, such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating
- Measurement and data capture of real-time statistics and energy use
- Available 24/7 customer support for drivers.
- Compliance with all applicable laws, rules and regulations.

Installation and Electrical Equipment

The Vendor shall furnish and install all materials, equipment, and labor required for the installation of sixty-four (64) fully operational Level 2 EV Chargers. This includes, but not limited to all work related to the development of plans and documents for supplying power to the EV charger stations per City Industry requirements. The Vendor is also responsible for securing all related permits and coordinating with utility companies and permitting agencies. Following the installation, the Vendor shall activate and test the EV charger stations.

6. SIGNAGE AND STRIPING

The Vendor shall design, furnish, and install signage for the EV charger stations, as approved by the City and install EV parking stall pavement striping and markings per approved plans. The signage and pavement markings must be consistent with industry standards for EV chargers, City requirements, and State and federal guidelines. The Vendor shall furnish and install all material, equipment, and labor for the EV charger station signage and pavement markings.

7. EXAMINATION OF SITE

The Vendor shall carefully examine the site, the request for proposal, and contract forms. The submission of a bid shall be conclusive evidence that the Vendor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, and as to the requirements of the proposal. The Vendor represents that he or she is fully qualified to perform this examination and review. If the Vendor determines that any portion of the site or the proposal present any interpretation problems of any kind, the bidder shall note such a determination with their submittal. Failure to note any such determination shall be conclusive evidence of acceptance by the Vendor of the sufficiency of the proposed scope of work.

8. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Vendor shall repair or replace all existing improvements not designated for removal which are damaged or removed as a result of its operation. Improvements, such as but not limited to, curbs, gutters, sidewalks, driveways, fences, walls, signs, pavements, raised pavement markers, thermoplastic pavement markings, signs, sprinkler systems, or plantings, shall be repaired and replaced to a condition equal to or better than the original condition. All costs to the Vendor for protecting, removing, and restoring existing improvements shall be included in the various bid items and no additional compensation shall be made by City.

9. TRAFFIC AND ACCESS

The Vendor shall be responsible, during all phases of the work, to provide for public safety and convenience by use of traffic cones, signs, lighted barricades, and lights. Two weeks prior to construction, the Vendor shall submit traffic control plans for review and approval. It is the Vendor's responsibility to submit all required traffic control plans to meet the established schedule according to these specifications. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to the abutting property owners or motoring public. Convenient access to driveways and other parking spaces along the line of work shall be maintained unless otherwise approved by the City in advance. Two days prior to construction, the Vendor shall post City supplied "No Parking" signs with the effective time and date at the direction of the City.

10. MAINTENANCE AND COMMUNICAITON

The successful Vendor shall provide maintenance services to ensure all equipment is properly checked, tested, and activated for proper operation. The Vendor shall provide a network communications system with a service provider capable of monitoring the EV chargers for any error or malfunction 24 hours a day, seven days a week. Maintenance of the EV charger stations should be performed by local service providers who have the capability and capacity to notify and respond in the following manner and time frame:

- The service provider shall be notified of the malfunction and immediately notify the City and/or its staff of such malfunction or operating error within one hour
- In the event of an equipment or hardware malfunction or failure, a maintenance crew shall respond to the site within four (4) hours from the time the issue is reported

11. SERVICE PROVIDER(S) / DATA CAPTURE

The EV charger stations must have capabilities to handle, transfer, and backup data. The network communications shall, at a minimum, provide the following information for each charging transaction, at each charging location, and must comply with all state and federal regulations:

- Charging data such as date and time of usage (start and stop time) and utilization rates
- Total kWh and Total kW draw

- Total dollar amount charged to the user
- Station status and health in real time
- Malfunction or operating error

12. PRODUCT SAFETY

The EV charger stations shall have the ability to stop flow of power when not in use. The system shall have over-current protection to prevent vehicles from drawing too much power.

13. WARRANTY

Vendor shall provide a manufacturer's warranty on all purchased EV charger equipment, hardware, and software for a minimum of three (3) years from the date of acceptance by the City. The warranty must include all materials, equipment, parts, tools, labor and incidentals, as well as all vendor or manufacturer recommended upgrades. Warranty shall cover complete repairs or replacements, and site visits, as necessary. For activities covered under the warranty, where possible, the City's preference is to use a local service provider (Los Angeles County, Orange County, Riverside County, and San Bernardino County). If there is a failure of the EV charger during the warranty period, the hardware provider shall agree to replace such components or parts within 72 hours of notification. The successful Vendor shall identify any and all local contractor(s) who will be providing all warranty and services to the Level 2 EV charger stations.

14. AGREEMENT

If a proposal is accepted, the vendor is required to enter into a contractual agreement with the City. A sample of the standard City contract to be used for this project is attached as Exhibit B. The City reserves the right to amend this contract based on the information provided by the vendor in its response to the RFP, and to require additional contracts for the operation and maintenance of the project. Please be advised the following provisions of the City's agreement are non-negotiable:

- Indemnification
- All insurance terms
- Suspension or Termination of Agreement
- Ownership
- Governing Laws

If an agreement cannot be reached, negotiations with an alternate vendor may commence.

15. PROGRESS SCHEDULE

Within twenty-one (21) calendar days after being awarded the contract, the Contractor shall submit a progress schedule for City's approval. The schedule must indicate the beginning and

completion of all phases of design, procurement, and construction and must use the “critical path method” (commonly called CPM) for the value reporting, planning and scheduling, of all work required under the contract documents. The scheduling is necessary for the City’s adequate monitoring of the progress of the work and should be prepared in accordance with the time frame described in the Agreement. The City may disapprove such a schedule and require modification to it if, in the opinion of the City, adherence to the progress schedule will not cause the work to be completed in accordance with the Agreement.

PROPOSAL SUBMISSION REQUIREMENTS

1. PROPOSAL CONTENTS

Proposals shall be limited to twenty (20) pages; single sided, not including the cover letter, resumes, and any appendices. Include a table of contents with your firm’s proposal. All proposals must be submitted through the City of Industry’s PlanetBids Vendor Portal as indicated in the Publication Notice.

2. COVER LETTER

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

Briefly summarize your understanding of the requested services.

-A brief description of the proposing firm including a brief history of the firm, corporate headquarters address, number of years the organization has been in business, type of organization (corporation, partnership, sole proprietorship, etc.), type of services it provides, major customers or its client base, and the number of employees.

-Discuss the firm’s specific role and present the firm’s relevant qualifications for performing that role.

-Information regarding the firm and its ability to perform the requirements. Emphasize those aspects of your organization and experiences that distinguish your firm from other firms who may respond to this Request for Proposal and why your firm is especially qualified.

-Identify the names, affiliation, e-mail address, and telephone and fax numbers of the key contact person(s) for both prime and any sub-contractors.

3. QUALIFICATIONS AND PERSONNEL

Describe in detail the qualifications, experience, and expertise of your firm in performing the activities indicated in the scope of work. Describe the company’s experience of proposed key personnel in working with the applicable federal, state, and local agencies. Vendors must meet the minimum qualification requirements listed below at the time of the RFP submittal:

- a. The firm must have a minimum of 5 years of experience providing electric vehicle charging stations.
- b. The Project Manager who oversees the electric charging station installation must have completed projects of similar size and scope.

Provide resumes for Key Personnel; include title, education (degree and dates), registrations / licenses / certificates (issue and dates), relevant experience and other qualifications related to the type of services required in this RFP. Provide an organizational chart and define their roles and responsibilities.

Vendors shall list and describe herein three (3) projects that are either on-going or have been performed within the last five (5) years, that demonstrate the competence of the firm to perform work similar in scope to that required for these services. California projects relevant to the public entities are most preferable. List the most current projects first, information must include:

- a. Project name
- b. Brief description of project and services provided
- c. Client name and address
- d. Client contact
- e. Client contact telephone and fax number
- f. Total costs including fee rendered for the services
- g. Original budget and period of performance

Vendor's project team shall be sufficiently experienced and capable of reviewing construction documents and the status of construction to determine the extent of photovoltaic services required.

Vendor shall indicate the name of the individual who will be assigned as vendor's Lead Project Manager, primary point of contact, for photovoltaic services.

4. SUBCONTRACTING RESOURCES

Identify any outside consulting disciplines, individuals, and or companies providing equipment and or laboratory services that the firm may use in the course of performing services for the City.

5. FEE

Pricing shall include the complete costs for design and installation for the proposed EV Charging Station installation and shall be valid for 90 days. Pricing shall be based on the final contract consisting of the Design/Build Agreement, supporting General Conditions and other referenced documents in the Design/Build Agreement, and at the City's discretion additional agreements for maintenance and operation. Pricing shall include costs for a performance bond, labor and material bond, and warranty bond. Pricing shall include a minimum manufacturer's warranty of three (3) years on all charging equipment, hardware, and software. The City intends to issue a

contract for a not to exceed budget amount. Reimbursable expenses shall be included. No additional fees, other than those identified, will be considered for reimbursable expenses.

6. CLAIMS HISTORY

Provide an accurate summary of any claims initiated against your firm or your firm against a public agency or client in the past five (5) years and any currently pending claims or litigation.

SELECTION PROCESS

1. EVALUATION PROCEDURES AND CRITERIA

The City will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received will be reviewed and evaluated by a committee of qualified personnel. The proposal evaluation criteria for selecting the consultant will include, but is not limited to, the following criteria:

Criteria Categories	Points Possible	Points Awarded
Qualifications of Key Personnel: Include ability to provide the requested scope of services, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.	30	
Approach to Providing the Requested Scope of Services: Includes an understanding of the RFP and of the project’s scope of services, knowledge of applicable laws and regulations related to the scope of services.	15	
Price Proposal Cost and fees of the project.	40	
Innovation/Creative Approach: Innovative and/or creative approaches to providing the services that provide additional efficiencies, expedited timing or increased performance capabilities.	15	
Total Points	100	

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

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

2. DISQUALIFICATION

Contact between a proposing Contractor or a Sub-Contractor and any member of the City staff or the City shall result in disqualification of the subject firm from the selection process.

3. MISCELLANEOUS

The City assumes no responsibility for any costs incurred by any vendor for the preparation and/or presentation of a Proposal in response to this RFP. To be considered, vendors must submit a complete response in accordance with the requirements set forth herein. Proposals must be signed by the individual or officer of the vendor authorized to bind the vendor to its provisions.

Right of Rejection

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal, and to waive minor defects or technicalities in such; (2) Request clarification of any information contained in a proposal; (3) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (4) Disregard all non-conforming, non-responsive, or conditional proposals; (5) Reject the response of any vendor who does not pass the evaluation to the City's satisfaction; (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City (8) Negotiate service contract and terms with the successful vendor; (9) Amend or modify the scope of the project; and (10) Cancel this procurement.

Acceptance of Terms and Conditions

Submission of a proposal indicates acceptance by the vendor submitting the proposal of the terms, conditions and specifications contained in this RFP and the attached agreement, unless clearly and specifically stated otherwise in response submittal to the City.

Precedence of Terms and Conditions

All other terms and conditions of the agreement attached within this RFP are hereby incorporated into the terms and conditions of this RFP. In the event of a conflict of terms and conditions between the RFP document and the agreement, the terms and conditions expressed in the agreement shall take precedence.

Public Record

Upon submission of a proposal and other materials for consideration by the City, such proposals and materials shall become the property of the City. Proposals may be subject to public inspection and disclosure pursuant to state and federal law after the award of a contract for this project. Prior to the RFP deadline, proposals may be modified or withdrawn by an authorized representative of the vendor by written notice to the City.

Availability of Records

All relevant documents pertaining to this RFP and procurement process shall be made available by the City upon successful conclusion of the entire procurement process.

Late Proposals

Any proposal which is not received by the City prior to the deadline date and time set forth in this RFP will not be considered. The City assumes no responsibility or liability for the transmission, delay, or delivery of a proposal by either public or private carriers.

Specificity of Information

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

Non-Compliance

Vendors and/or proposals that do not meet the stated requirements for this project may be considered noncompliant and may be disqualified, unless such noncompliance is waived by the City. During the evaluation process, the City reserves the right to request additional information or clarification from those submitting proposals, and to allow corrections of errors and/or omissions.

Determination of Responsiveness and Responsibility

The City shall have sole authority in determining the responsiveness and responsibility of any and all proposals. For proposals containing exceptions to specifications and/or requirements, the City shall have sole authority in determining the extent to which exceptions affect the responsiveness and responsibility of any and all proposals.

Obligation to Award

The City is not obligated to enter into a contract or agreement on the basis of any proposal submitted in response to this RFP. City reserves the right to award multiple contracts for this project if it is deemed most advantageous to the City.

Bidder Reimbursement Prohibition

The City will not pay for any information herein requested, nor is it liable for any costs incurred by any vendor prior to award of a contract or purchase order. The City may require the finalist vendor(s) to provide on-site presentations and demonstrations of the product(s)/service(s) proposed by the vendor(s). All costs associated with the demonstrations or follow-up interviews are the sole obligation of the vendor(s).

EXHIBIT A

Site Map

600 S. Brea Canyon Rd



EXHIBIT B

AGREEMENT FOR DESIGN-BUILD SERVICES

AGREEMENT FOR DESIGN BUILD SERVICES

This AGREEMENT FOR DESIGN BUILD SERVICES (“Agreement”), is made and effective as of **INSERT DATE** (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and **INSERT NAME OF DESIGN BUILDER AND TYPE OF LEGAL ENTITY [i.e.-limited liability company, corporation, partnership, etc.]** (“Design Builder”). The City and Design Builder are hereinafter collectively referred to as the “Parties”.

In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

ARTICLE 1 SCOPE OF WORK

Design Builder shall provide all work required by the Contract Documents (the “Work”). Design Builder agrees to do additional Work arising from changes ordered by the City pursuant to the General Conditions. The Work will be performed in Phases identified as follows:

Phase 1 – Design Development Documents

Phase 2 – Construction Documents

Phase 3 – Construction

ARTICLE 2 OPTIONS

The City may exercise its option for performance of the Work under Phases 2 and 3 by providing a written Notice to Proceed to the Design Builder for performance under either or both of the Phases. The Option for Phase 2 may be exercised not later than 30 days after the expiration of Phase 1 Time or the acceptance by the City of the Design Development Documents under Phase 1, whichever is later. The Option for Phase 3 may be exercised not later than 30 days after the expiration of Phase 2 Time or the acceptance by the City of the Construction Documents under Phase 2, whichever is later. If Design Builder has complied with all other terms of the Contract and the City fails to exercise its Option for Phase 3 by such calculated date, the Design Builder agrees that a time extension will be its sole and complete remedy for any damage or loss incurred as a result of the delay in exercising said Option for Phase 3.

The City’s “OPTIONS” rights under this Article 2 are independent of the “Termination for Convenience” rights as set forth of the General Conditions. As such, if the City opts to not proceed with Phase 2 after the completion of Phase 1, Design Builder’s right of recovery is limited to the Contract Sum for Phase 1. If the City opts to not proceed with Phase 3 after the completion of Phases 1 and 2, Design Builder’s right of recovery is limited to the Contract Sum for Phases 1 and 2.

The City retains the right to terminate this Contract for convenience at any time in accordance with the General Conditions.

ARTICLE 3

COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following Contract Documents [Contract Documents in addition to this Agreement should be reviewed by City Attorney as a complete contract.], all of which are component parts of the Agreement as if herein set out in full or attached hereto:

[THE BELOW LIST IS AN EXAMPLE OF THE TYPES OF DOCUMENT TO LIST BUT IS NOT INTENDED TO BE ALL INCLUSIVE, MAKE IT CONSISTENT WITH SOLICITATION]

- Advertisement for Design Builder Prequalification
- Request for Proposals
- Price Proposal Form
- Proposal Evaluation Process, Project Directory
- Preliminary Schedule
- Design Builder's Proposal
- Notice of Selection as Apparent Best Value Proposal
- this Agreement
- General Conditions
- Supplementary Conditions
- Exhibits
- Specifications
- List of Drawings
- Drawings
- Addenda
- Notice to Proceed
- Change Orders
- Notice of Completion
- Non-Collusion Affidavit
- Site Visit Certification
- Proposed Sub Design Builders
- Certificate Regarding Worker's Compensation
- Drug Free Workplace Certification
- Faithful Performance Bond
- Labor and Materials Payment Bond
- Project Schedule
- Design Builder's Certificate Regarding Non-Asbestos Containing Materials

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

Collectively the Contract Documents and this Agreement constitute the entire contract of the Parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both Parties.

ARTICLE 4 CONTRACT SUM

Subject to the provisions of the Contract Documents City shall pay to Design Builder, for the performance of the Work, \$**{AMOUNT IN FIGURES}**, the "Contract Sum", for Phase 1. The City shall pay for the performance of the Work for Phases 2 and 3, if the options for said Phases are exercised, the following amounts:

Phase 2 - \$**{AMOUNT IN FIGURES}**

Phase 3 - \$**{AMOUNT IN FIGURES}**

Unit prices, if any, are as follows:

{LIST ITEMS AND UNIT PRICES}

The Contract Sum will be increased by an amount equal to the Unit Price multiplied by the actual number of units of each Unit Price item incorporated in the Work.

ARTICLE 5 CONTRACT TIME

Design Builder shall commence the Work for Phase 1 on the date specified in the Notice to Proceed for Phase 1 and fully complete the work within **{FIGURE}** days, the "Phase 1 Time." The Contract Time at contract award is the Phase 1 Time.

The time allowed for the completion of Phases 2 and 3 shall be as follows:

Phase 2 – The Design Builder shall commence the Work for Phase 2 on the date specified in the Notice to Proceed for Phase 2 and fully complete the Work for Phase 2 within **{FIGURE}** days, the "Phase 2 Time." If the City exercises its Option for Phase 2, the Phase 2 Time will be added to the then Contract Time plus any days between the completion of Phase 1 and the exercise of the Option for Phase 2 to establish a revised Contract Time for completion of Phases 1 and 2.

Phase 3 – The Design Builder shall commence the Work for Phase 3 on the date specified in the Construction Notice to Proceed for Phase 3 and fully complete the Work for Phase 3 within {FIGURE} days, the “Phase 3 Time.” If the City exercises its Option for Phase 3, the Phase 3 Time will be added to the Contract Time for completion of Phases 1 and 2, plus any days between the completion of Phase 2 and the exercise of the Option for Phase 3 to establish a revised Contract Time for completion of all Phases. In the event that the Option for Phase 3 is exercised prior to the completion of Phase 2, the revised Contract Time will be the number of days from the start of Phase 1 to the exercise of the option for Phase 3, plus the number of days specified herein for the completion of Phase 3.

By signing this agreement, Design Builder represents to City that i) the Phase 1 Time, Phase 2 Time, and Phase 3 Time are reasonable for completion of the Work of the respective Phase; ii) the Contract Time (as defined above) is reasonable for completion of the Work of all the Phases; and iii) Design Builder will complete the Work within the Contract Time.

ARTICLE 6 LIQUIDATED DAMAGES

If Design Builder fails to complete the Work for Phase 2 within the Contract Time and City has not exercised its option for Phase 3, Design Builder shall pay to City, as liquidated damages and not as a penalty, the amount indicated below as “Liquidated damages daily rate for Phase 2” for each day after expiration of Contract Time that Work for Phase 2 remains incomplete. If City has exercised its option for Phase 3 and Design Builder fails to complete the Work for Phase 3 within the Contract Time, Design Builder shall pay to City, as liquidated damages and not as a penalty, the applicable amount(s) indicated below as “Liquidated damage daily rate for Phase 3” for each day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the liquidated damages daily rate for Phase 3 shall be reduced to the sum indicated below. City and Design Builder agree that if the Work is not completed within the Contract Time, City's damages would be extremely difficult or impracticable to determine and that said amounts indicated below are reasonable estimates of and reasonable sums for such damages. City may deduct any liquidated damages due from Design Builder from any amounts otherwise due to Design Builder under the Contract Documents. This provision shall not limit any right or remedy of City in the event of any other default of Design Builder other than failing to complete the Work within the Contract Time. This Article 6 will only apply if the City exercises its Option for Phase 2 or 3.

Liquidated damages daily rate for Phase 2 - \$ {AMOUNT IN FIGURES}

Liquidated damages daily rate for Phase 3 - \$ {AMOUNT IN FIGURES} (on or before Substantial Completion)

Liquidated damages daily rate for Phase 3 - \$ {AMOUNT IN FIGURES} (after Substantial Completion)

ARTICLE 7 COMPENSABLE DELAY

If Design Builder is entitled to an increase in the Contract Sum as a result of a Compensable Delay, determined pursuant to Articles 7 and 8 of the General Conditions, the Contract Sum will be increased by the sum indicated below per day for each day for which such compensation is payable. This Article 7 will apply only if the City exercises its Option for the applicable Phase and only to the extent that Design Builder fulfills requisites proving entitlement to Compensable Delay.

Compensable delay daily rate for Phase 2 - \$ {AMOUNT IN FIGURES}

Compensable delay daily rate for Phase 3 - \$ {AMOUNT IN FIGURES}

ARTICLE 8 WORK PRODUCT ASSIGNMENT

If this Agreement is terminated prior to the exercise of the City's Option for Phase 3, the Design Builder shall execute an assignment to the City of all contracts with Design Professionals for work to be performed on Phases 1 and 2.

ARTICLE 9 PREVAILING WAGES

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 ", for Los Angeles County. Wage rates shall conform with those posted at City Hall and the Project site.

- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - i. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
 - ii. Section 1777.4, Apprenticeship Requirements.
 - iii. Section 1777.5, Apprenticeship Requirements.
 - iv. Section 1813, Penalty for Failure to Pay Overtime.
 - v. Section 1810 and 1811, Working Hour Restrictions.
 - vi. Section 1775, Payroll Records.

vii. Section 1773.8, Travel and Subsistence Pay.

**ARTICLE 10
RECORD AUDIT**

In accordance with Government Code, Section 8546.7, records of both the City and the Design Builder shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**ARTICLE 11
FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the City to the Design Builder no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the Work has then been completed, and the Agreement fully performed.

**ARTICLE 12
DESIGN BUILDER'S FAILURE TO PROCURE COMPLETION OF PROJECT**

In the event Design Builder fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the Design Builder for a period of three (3) calendar days after receipt of written demand from City or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the City may exclude the Design Builder from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the City to another Design Builder or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the City, shall be a charge against the Design Builder, and may be deducted from any money due or becoming due to Design Builder from the City, or the Design Builder shall pay the City the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should Design Builder fail to pay in full any said cost incurred by the City.

ARTICLE 13
INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

Design Builder shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Design Builder's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement. Should conflict of interest principles preclude a single legal counsel from representing both City and Design Builder, or should City otherwise find Design Builder's legal counsel unacceptable, then Design Builder shall reimburse the City its costs of defense, including without limitation reasonable legal counsel's fees, expert fees and all other costs and fees of litigation. Design Builder shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Design Builder's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Design Builder obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City. However, without affecting the rights of City under any provision of this agreement, Design Builder shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Design Builder will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

ARTICLE 14
INSURANCE

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

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

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

[Note: Consideration should be given to appropriateness of limits required based on size of project and risks associated with the construction related activities.]

- 15.01 **General liability insurance.** Design Builder shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$5,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- 15.02 **Automobile liability insurance.** Design Builder 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 Design Builder arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- 15.03 **Umbrella or excess liability insurance.** Design Builder shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:
- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrency of effective dates with primary policies;
 - Policies shall "follow form" to the underlying primary policies; and

- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

15.04 **Professional liability (errors & omissions) insurance.** Design Builder 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 Design Builder agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

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

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

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

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

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

A Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving Design Builder), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. Such insurance shall be on a form acceptable to the City to ensure adequacy of terms and sublimits and shall be submitted to the City prior to commencement of construction.

Other provisions or requirements:

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

- 15.09 **Duration of coverage.** Design Builder shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Design Builder, his agents, representatives, employees or subcontractor. Design Builder must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
- 15.10 **Primary/noncontributing.** Coverage provided by Design Builder shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 15.11 **City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Design Builder or the City will withhold amounts sufficient to pay premium from Design Builder payments. In the alternative, the City may cancel this Agreement.
- 15.12 **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's risk manager.
- 15.13 **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 Design Builder or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Design Builder hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

- 15.14 **Enforcement of contract provisions (non estoppel)**. Design Builder acknowledges and agrees that any actual or alleged failure on the part of the City to inform Design Builder of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.
- 15.15 **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 Design Builder maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Design Builder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 15.16 **Notice of cancellation**. Design Builder 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.
- 15.17 **Additional insured status**. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 15.18 **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.
- 15.19 **Separation of Insureds**. A severability of interest's provision must apply for all additional insureds ensuring that Design Builder'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.
- 15.20 **Pass Through Clause**. Design Builder agrees to ensure that its sub-consultants, subcontractors, and any other party involved with the project who is brought onto

or involved in the project by Design Builder, provide the same minimum insurance coverage and endorsements required of Design Builder. Design Builder 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. Design Builder agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

- 15.21 **City's right to revise requirements.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Design Builder a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to Design Builder, City and Design Builder may renegotiate Design Builder's compensation.
- 15.22 **Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.
- 15.23 **Timely notice of claims.** Design Builder shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Design Builder's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 15.24 **Additional Insurance.** Design Builder 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.

ARTICLE 15 BONDS

Prior to commencing any portion of the Work, the Contractor shall furnish separate Payment and Performance Bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of

the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

In addition, the Contractor shall furnish a separate Warranty Bond for the work which shall be covered for a period of three (3) years after completion, that warrants to the City, that the work will be free from defects and will conform to the requirements of the Contract Documents.

ARTICLE 16 CONTRACTOR'S LICENSE

Design Builder must possess at the time of bid submittal, and throughout the Project duration, a Contractor's License, of the classification required to prosecute the work, issued by the State of California, which is current and in good standing. Design Builder shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

ARTICLE 17 PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

ARTICLE 18 DESIGN BUILDER'S COVENANTS AND REPRESENTATIONS

Without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in the Contract Documents, or implied by operation of law, the Design Builder makes the following covenants and representations to City:

- 18.1 Design Builder and all of its Design Professionals and subcontractor are properly certificated, licensed and qualified to perform the Work required by the Contract Documents.
- 18.2 Design Builder accepts the relationship of trust and confidence with the City established by the Contract Documents. Design Builder will cooperate with City.

- 18.3 Design Builder and its Design Professionals have carefully examined the site of the Project and the adjacent areas, have suitably investigated the nature and location of the Construction Work and have satisfied themselves as to the general and local conditions which will be applicable, including but not limited to: (1) conditions related to site access and to the transportation, disposal, handling and storage of materials; (2) the availability of labor, water, power and roads; (3) normal weather conditions; (4) observable physical conditions at the site and existing site conditions including: size, utility capacities and connection options of external utilities; (5) the surface conditions of the ground and (6) the character and availability of the equipment and facilities which will be needed prior to and during the performance of Construction Work.
- 18.4 Design Builder and its Design Professionals have suitably reviewed the site survey, record documents, seismic data, preliminary geotechnical and other test reports, environmental documents and any other documentation furnished by City in the Exhibits.
- 18.5 Design Builder and its Design Professionals have carefully reviewed the following exhibits to the Design Build Contract: (1) Scope of Work (including Applicable Codes, Rules and Regulations, Energy Requirements, etc.); (2) the Performance Specifications; (3) Project Program; and (4) Schematic Drawings. Design Builder acknowledges that these Exhibits establish the scope, level of quality, design intent and the procedures for the development of the design to a state of 100% completion.
- Design Builder agrees that (1) the Exhibits depict and describe a design for the Project which is partially complete and may vary in degree of completion from 5% to 95% depending on the particular Project; (2) it will manage, coordinate and fully complete the design; (3) Design Builder will cause its Design Professionals to describe and depict the final design for the Project, as approved by the City, in Construction Documents which will include all information required by the building trades to complete the construction (other than such details customarily developed by others during construction) and (4) it will manage and timely construct the Project in consideration for the City's payment of the Contract Sum.
- 18.6 Design Builder and its Design Professionals have reviewed the Preliminary Schedule attached to the Request for Proposals and agree that the design and construction tasks and milestones are reasonable and feasible, except as modified by Design Builder's Proposed Contract Schedule, approved by City. Design Builder also agrees that time is of the essence for the performance of the Work.
- 18.7 Design Builder agrees that all Construction Documents will be complete, coordinated, and accurate.

- 18.8 Design Builder agrees that all materials, equipment and furnishings incorporated into or used in the Construction Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents) and free of liens, claims and security interests of third parties. If required by the City, Design Builder will furnish satisfactory evidence as to the kind and quality of the materials, equipment and furnishings.
- 18.9 Design Builder agrees that the Work will be of good quality, free of defects and will conform with the requirements of the Contract Documents. Work not conforming to the requirements of the Contract Documents, including substitutions in design or construction not specifically approved or authorized by the City in advance, may be considered defective.
- 18.10 Design Builder agrees to correct any error(s), omission(s), or deficiencies in the Contract Documents or Construction Documents at no additional cost to City; however, this provision in no way limits the liability of Design Builder.

ARTICLE 19 WARRANTY

For the period of three (3) years after completion of the Work (see Sections 9.7.1 and 12.2.5), the Contractor warrants to the City that material and equipment furnished under the Contract will be of good quality and new (at the time of installation) unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. With regard to equipment provided by third party manufacturers, Contractor shall obtain the manufacturer's warranties. The Contractor's warranty does not cover damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Owner will request that the Contractor furnish a warranty bond with a two (3) year duration, for materials, equipment, tools, and labor.

ARTICLE 20 SUBSURFACE HAZARDOUS MATERIALS

In the event trenches or other excavations extend deeper than four (4) feet below the surface, the Design Builder shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

- 19.01 Material that the Design Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
- 19.02 Subsurface or latent physical conditions at the site differing from those indicated.
- 19.03 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Agreement.
- 19.04 Upon receipt of said notification the City will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Design Builder's cost of or the time required for performance of any part of the work, the City will issue a change order under the procedures described in the General Conditions.
- 19.05 In the event that a dispute arises between the City and the Design Builder whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the work, the Design Builder shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The Design Builder shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 21 INDEPENDENT CONTRACTOR

(a) Design Builder is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Design Builder shall at all times be under Design Builders exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Design Builder or any of Design Builder's officers, employees, or agents, except as set forth in this Agreement. Design Builder 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. Design Builder 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 Design Builder in connection with the performance of this Agreement. Except for the fees paid to Design Builder as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Design Builder for performing services hereunder for City. City shall not be liable for compensation or

indemnification to Design Builder for injury or sickness arising out of performing services hereunder.

**ARTICLE 22
LEGAL RESPONSIBILITIES**

The Design Builder 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 Design Builder 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 Design Builder to comply with this Section.

**ARTICLE 23
UNDUE INFLUENCE**

Design Builder 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 Design Builder, or from any officer, employee or agent of Design Builder, 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.

**ARTICLE 24
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.

**ARTICLE 25
RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Design Builder in performance of this Agreement shall be considered confidential and shall not be released by Design Builder without City's prior written authorization. Design Builder, its officers, employees, agents, or sub-consultants, 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) Design Builder shall promptly notify City should Design Builder, its officers, employees,

agents, or sub-consultants 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 Design Builder 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 Design Builder 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 Design Builder in such proceeding, Design Builder agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Design Builder. 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.

ARTICLE 25
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 Design Builder:	_____ _____ _____

**ARTICLE 26
ASSIGNMENT**

The Design Builder 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 sub-consultant for any services under this Agreement, Design Builder shall provide City with the identity of the proposed sub-consultant, a copy of the proposed written contract between Design Builder and such sub-consultant 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 sub-consultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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

**ARTICLE 27
GOVERNING LAW/ATTORNEYS' FEES**

The City and Design Builder 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 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 Design Builder 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.

**ARTICLE 28
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.

**ARTICLE 29
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.

**ARTICLE 30
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.

**ARTICLE 31
WAIVER**

The waiver by City or Design Builder 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 Design Builder unless in writing.

**ARTICLE 32
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.

**ARTICLE 33
CORPORATION IN GOOD STANDING**

If Design Builder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that

[REDACTED] whose title is [REDACTED], is authorized to act for and bind the corporation.

ARTICLE 34
AUTHORITY TO EXECUTE THIS AGREEMENT

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

"CITY"
City of Industry

By: _____
Mark Radecki,
Mayor

Attest:

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

Approved as to form:

By: _____
James M. Casso,
City Attorney

"DESIGN BUILDER"
INSERT NAME OF COMPANY

(Type of Organization)

By: _____
(Signature)

(Printed Name)

(Title)

Design Builder's Contractor License(s):

(Name of Licensee)

(Classification and License Number)

(Expiration Date)

Design-Builder's Employer Identification No.

(xx-xxxxxxx)

EXHIBIT C

ABM Electrical Power Services, LLC. Proposal for Design Build Services for Electric
Vehicle Pay for Use Charging Stations

[Attached]



Proposal/ Qualification Summary

**City of Industry Metrolink EV
Charging Stations
Agreement EU-18-004-E**

Submitted by:

ABM Electrical Power Services, LLC

720 S. Rochester Ave.

Suite A

Ontario, CA 91761

1-800-597-1225 (Office)

909-229-0857 (Cell)

Todd McIntosh

Sr. Sales Engineer

An ABM Industries Company



Table of Contents

COVER LETTER	3
ABM COMPANY AND LICENSE INFORMATION	5
CHARGEPOINT QUALIFICATION SUMMARY	6
RESUMES.....	19
REFERENCES.....	19
PROPOSAL	22



Date: January 29, 2018

Kristen Wager
Management Analyst
City of Industry, CA

Subject: Proposal for EV Charging Stations Agreement EU-18-004-E

Good Afternoon;

ABM Electrical Power Services and our partner ChargePoint are pleased to have this opportunity to be evaluated as a supplier for the supply and installation of EV Charging Stations at the Metrolink Facility in the City of Industry.

ABM Electrical Power Services & Services (ABM EPS), formerly known as MET Electrical Testing, was established in 1959 in Baltimore, MD. ABM has been involved with the EV Charging Station industry for (10) years and in that time, has partnered with ChargePoint for many projects throughout the United States. Our local office in Ontario, CA offers ABM the opportunity to serve your needs for installation and service of the EV Charging Stations with personnel that can respond to emergency issues that might occur in the future.

The ChargePoint solution includes all levels of EV charging infrastructure, supported by a powerful and open network architecture that allows EV drivers, station owners and service providers to proactively manage stations, track usage, implement flexible billing and authentication, and integrate with backend support systems.

ChargePoint cloud-based software features allow station owners complete control over who uses their charging stations and how much drivers pay to charge. With ChargePoint, station owners gain the control and flexibility needed to optimize performance of EV charging operations, monitor and track charging station usage and costs, create viable pricing structures for charging services and inspire driver loyalty.

ChargePoint is dedicated to the continuous development and deployment of electric vehicle (EV) infrastructure and integrating our products and services with the EV infrastructure ecosystem. Alignment and partnerships with automotive manufacturers with plug-in electric vehicles is a core strategic initiative for ChargePoint. All our products and service offerings are built, maintained and supported with a plug-in EV driver in mind.

This unique partnership of experience staff of installers and testing personnel will provide a full-service package to the City of Industry for your EV Charging Station needs. Should you have any questions regarding this proposal, you may contact me at your convenience.



Our Mission

To achieve complete customer satisfaction by providing superior electrical testing services

Our Vision

To be the global leader in Integrated Facility Solutions

Our Values

- **Respect**
- **Integrity**
- **Collaboration**
- **Innovation**
- **Excellence**

Respectfully,

Todd McIntosh

Sr. Sales Engineer

ABM Electrical Power Services, LLC

720 S. Rochester Ave., Suite A, Ontario, CA 91761

Office: 909-969-2359

Cell: 909-229-0857

Fax: 909-937-6798

todd.mcintosh@abm.com



ABM Company and License Information

ABM Electrical Power Services is a Division of ABM Industries Incorporated, a publicly traded company on the New York Stock Exchange as ABM. ABM Electrical Power Services (ABM EPS) is an independent third party electrical power testing, maintenance, and engineering company. ABM EPS has always operated as an unbiased impartial electrical power service and testing company.

Contractor's License Detail for License # 989000

Business Information

ABM ELECTRICAL POWER SERVICES LLC
720 SOUTH ROCHESTER AVE STE A
ONTARIO, CA 91761
Business Phone Number:(909) 937-6488

Entity	Ltd Liability
Issue Date	12/11/2013
Expire Date	12/31/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

ChargePoint Executive Summary

ChargePoint connects EV drivers to the largest network of independently owned charging stations in the world.

The ChargePoint solution includes all levels of EV charging infrastructure, supported by a powerful and open network architecture that allows EV drivers, station owners and service providers to proactively manage stations, track usage, implement flexible billing and authentication, and integrate with backend support systems.

ChargePoint cloud-based software features allow station owners complete control over who uses their charging stations and how much drivers pay to charge. With ChargePoint, station owners gain the control and flexibility needed to optimize performance of EV charging operations, monitor and track charging station usage and costs, create viable pricing structures for charging services and inspire driver loyalty.

ChargePoint is dedicated to the continuous development and deployment of electric vehicle (EV) infrastructure and integrating our products and services with the EV infrastructure ecosystem. Alignment and partnerships with automotive manufacturers with plug-in electric vehicles is a core strategic initiative for ChargePoint. All of our products and service offerings are built, maintained and supported with a plug-in EV driver in mind.

ChargePoint Facts: December 2017

- More than 44,000 total charging spots and more than 655 Express DC fast spots
- More than 31,700,000 charges delivered
- Drivers plug into a ChargePoint® network approximately every 2.0 seconds
- Drivers have avoided more than 31,100,000 gallons of gas, 99,000,000 kgs of CO2 emissions and 104,200,000 kgs of GHG emissions
- More than 744,460,000 electric miles have been driven on the ChargePoint Network
- ChargePoint stations have dispensed more than 248,156 Megawatt hours (MWh) of electric fuel

ChargePoint and our partners offer unparalleled expertise in deploying a fully managed program that maximizes EV driver utilization through attractive pricing models, proven systems, and a seamless EV driver experience that fully leverages our “industry gold- standard” network and customer support services.

ChargePoint Experience & History

Celebrating our 10-year anniversary, ChargePoint (formerly Coulomb Technology) was founded in 2007 by a group of entrepreneurs who anticipated the EV revolution. Since our inception, we have designed, developed and deployed charging stations, user-friendly software applications and data networking intelligence aimed at creating a successful, scalable, and grid-friendly EVSE charging infrastructure. ChargePoint’s innovative and intelligent software and network platform - trademarked the ChargePoint® Network - forms the foundation of this EVSE infrastructure.

ChargePoint engineers have been issued 52 patents (8 international) covering networked electric vehicle charging stations, including patents relating to authorization of charging sessions as well as demand response. ChargePoint employs more than 400 people, of which approximately one-third are engineers. Located primarily in Campbell, California (Silicon Valley) and in Phoenix, Arizona, ChargePoint also has offices throughout North America, Europe, India, and Australia.

As the largest network operator of EVSE in North America, ChargePoint is in the unique position of having the most experience and the most direct, actionable feedback from drivers and from station owners on how they use EVSE. This feedback goes directly back into updating and enhancing our products and our services, and ongoing installation and customer service improvement programs.

Customer Overview

Thousands of Customers

Municipalities

Austin, San Francisco, San Jose, New York, San Antonio, Boston, Orlando, Bellevue, Beverly Hills, Huntington Beach, Torrance, Hermosa Beach, Rosemead, Palo Alto, Tampa, Detroit, Washington DC, Grand Rapids, Baltimore, and many more.



Government

US Department of the Treasury, Department of Transportation (DC, NY, NC, fleet services), US General Services Administration (GSA), Environmental Protection Agency (EPA), Naval Facilities Engineering Command (NAVFAC), Veterans Affairs (VA), National Parks Service (NPS), and many more.

Utilities

North America: LA Dept of Water & Power, Orlando Utilities Commission, Madison Gas & Electric, San Diego Gas & Electric, Austin Energy, CPS Energy, Toronto Hydro, Hydro Quebec, Kansas City Power & Light, National Grid, Detroit Edison, Consumer's Energy, Tampa Electric, ComEd, and many more.

Workplace

Dell, Disney, eBay, Facebook, Fox Entertainment Group, GM, Google, Johnson & Johnson, LinkedIn, MasterCard, Microsoft, NBC Universal, Netflix, NFL Networks, Nickelodeon, Paramount Pictures, SAP, Warner Bros, Whirlpool, and hundreds more.

Developers

Kilroy Realty, The Irvine Company, Brookfield, Westfield, Worth Real Estate Group, CIM Group, Sam Hill Properties, SSV Properties, Paramount Contractors and Developers, Sobrato, and many more.

Retail & Hospitality

Bellevue Square (WA), Best Western, Courtyard by Marriott, Fashion Island Shopping Center (CA), Hyatt, Kohl's, Meijer, McDonald's, Safeway, Sheraton Hotels & Resorts, South Coast Plaza, Starwood Hotels & Resorts, Target, The Ritz-Carlton, Whole Foods, and hundreds more.

Regional & National Parking Service Providers

Edison Properties, Icon Parking, Central Parking, and Sylvan Parking in New York, Priority Parking in San Francisco and Sacramento, InterPark (major cities nationwide), Ace Parking in San Jose, and many more.

ChargePoint Platform

ChargePoint stations use cutting-edge hardware technology that's rigorously tested to be safe and reliable. While our stations are rugged and built to withstand the elements, they also are designed to be driver-friendly, offering a premium charging experience. ChargePoint stations are part of a complete solution that includes 24/7 driver support, cloud-based software with features and plans for every industry and world-class service and maintenance.

ChargePoint cloud-based solutions and software features include station access control, flexible pricing policies, a driver waitlist feature to efficiently serve more EV drivers in the workplace, automated power management to efficiently charge an increased number of vehicles using available power and electrical infrastructure at a site, energy management to set a power ceiling for a group of charging stations by time of day or day of week, detailed energy usage reporting and analytics, comprehensive financial reporting, and fleet management integration with leading vehicle telematics providers and 3rd party fuel management systems.

Our network and mobile app make it easy for drivers to find charging spots, see station availability in real-time to make sure they don't navigate to an occupied station, start charging sessions, and get status notifications during charging sessions.

ChargePoint provides innovative solutions for EV charging at home, work and around town using our CT4000 Level 2 charging stations, and for EV quick charging on road trips using our ultra-fast Express Plus DC chargers with liquid-cooled cables and up to 500 kW output to a single vehicle.

ChargePoint offers a variety of smart, networked charging stations to serve the needs of every fleet. The ChargePoint CPF25 Level 2 charging station is specifically designed for fleet depot applications, where the stations are used exclusively by fleet vehicles. For mixed-use applications, where fleet vehicles share charging stations with drivers of personal vehicles, ChargePoint offers the CT4000 family of charging stations. For bus and truck applications, and for passenger and light-duty vehicles requiring fast turnaround, ChargePoint offers an industry-leading suite of DC Fast chargers.

Our Express Plus family of ultra-fast DC charging products are designed to meet charging requirements of both current and next-generation electric vehicles (EVs), including cars, buses and trucks. The innovative design of ChargePoint Express Plus employs a modular, scalable architecture that allows station owners to purchase only what they need and scale up as demand grows, with no stranded investment along the way.

CT4000 Family

The CT4000 Level 2 stations are ideal for public charging, workplace and fleet applications. The CT4000 family of easy-to-use ADA compliant Level 2 charging stations integrate design and functionality with superior reliability and durability. All CT4000 models offer one or two standard SAE J1772™ Level 2 charging ports, each supplying up to 7.2kW (208/240VAC @ 30A). Bollard and wall mount configurations are available for easy installation anywhere.

CleanCord™ Technology

Every CT4000 comes standard with cord management, with 18' and 23' cable length options available. The need for drivers to coil up the cord is eliminated with the self-retracting cord management system, ensuring that the cord is always off the ground when not in use. The cord management utilizes a counterweight system to ensure that the pull on the cord is not excessive and maintenance is minimal.



CT4000 Specifications

- UL listed for USA and UL certified for Canada; Complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
- Rated for outdoor usage, NEMA 3R
- Full -30C to +50C (-22F to 122F) operation including cord management
- AC Input (208V to 240VAC) @ 30 Amps
- LED status indicators and 5.7" LCD display providing driver instructions and station status
- Downloadable full motion videos
- Replaceable signage on cord management pole
- Bollard style pedestal mount and wall mount options available, ADA compliant
- Modular assembly for fast installation and service
- Next generation charging cord that remains flexible even at low temperature
- RFID supports virtually all formats, including ChargePoint cards, contactless credit cards, and NFC (including Apple Pay, Android Pay)
- Locking Holsters – deters vandalism, improves safety
- Advanced CCID, fault retry, and overcurrent detect features avoid truck rolls from vehicle induced faults
- Dual modem technology (GSM and CDMA) assures plug and play communications
- Fully software upgradable over-the-air
- Each port individually metered

Every CT4000 charging station has an interactive help menu driven by 5 touch buttons located below the LCD screen, and a toll-free number is provided for drivers to call for 24/7/365 support. Support is available in English, French, and Spanish.

Branding Options

The CT4000 supports branding opportunities by leveraging panel inserts into the bottom of the pedestal, top and back of the cord management kit. The 5.7" LCD video screen is used to communicate to drivers how to operate the stations and to communicate messages to drivers in addition to supporting video advertising and branding opportunities. For example, a marketing video promoting the State of Utah sustainability initiatives could easily be uploaded over the ChargePoint network to every CT4000 station and displayed interleaved with instructional animation video.

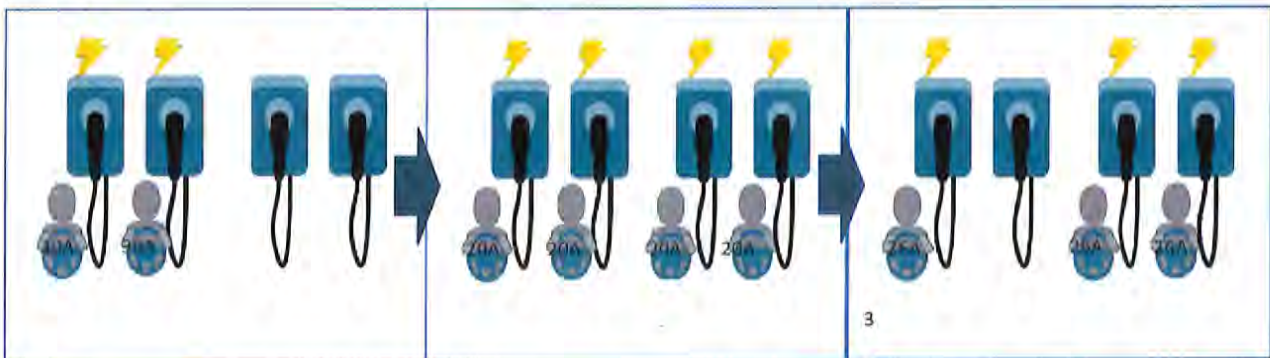


ChargePoint Power Management

ChargePoint power management enables efficient charging of an increased number of vehicles using available power at a site, reduces electrical infrastructure costs, and eliminates higher utility service costs associated with exceeding peak power thresholds. ChargePoint intelligent power management technology allows a maximum aggregate load to be set on a group of charging stations. The stations in concert with ChargePoint cloud-based services actively manage the individual power output to each vehicle to ensure that the maximum allowed load is never exceeded.

No additional hardware or systems are required onsite; all load management functions are fully automated and performed by the charging stations working in concert with ChargePoint cloud services.

Vehicles charge normally at full power capacity as long as there is sufficient power available. As more vehicles begin charging, the output to each vehicle automatically adjusts to stay within the power allowance. As vehicles finish charging, the power is automatically redistributed to the remaining vehicles. Whereas vehicles come and go throughout the day and charge at varying power rates, ChargePoint Power Management allows charging up to two to eight times as many vehicles on a dedicated EV panel without increasing transformer or utility service capacity. This feature allows for significant utility and capital expense cost savings, as well as operational cost savings.



This feature offers two primary benefits:

1. Install more stations than would otherwise be possible with existing infrastructure and defer or eliminate the need for expensive service upgrades.
2. Manage expensive service or demand charges by setting a load cap and spreading out the charging through a longer timeframe. The following charts illustrate the impact of using power management to manage demand charges

Oversubscription Guidelines

The amount of oversubscription of power capacity at a site depends entirely on the parking characteristics. In general, the longer the cars are parked the higher the oversubscription that may be supported. As a general guideline, we recommend based on the typical parking times that every car have the ability to charge at full rate for at least 3 hours. This provides 60-75 miles of added range for a BEV and will cover most daily commute distances.

For all-day parking, such as the MetroLink Train Station where drivers will typically be parked for 8 hours or longer, we recommend no more than a 2:1 oversubscription ratio. For short term parking, such as retail or where the station owner expects turnover to occur in 4 hours or less, we do not recommend oversubscription.

Consideration of infrastructure necessary to support current and future need for EV charging will “future proof” investments to avoid costly upgrades later as demand for electric vehicle charging grows. ChargePoint recommends leveraging our Power

Management feature to reduce capital expense costs associated with electrical infrastructure and to reduce operational expense costs associated with exceeding peak power thresholds.

UL Listing for Energy Management Device

ChargePoint stations are UL 916 listed as Energy Management devices and are networked for real-time communication to ensure that they operate within the provisioned load allowance. Referenced UL certification **PAZX.E328478**.

Software Upgrades

ChargePoint leads the industry in innovation and new product development. Our charging stations are designed with intelligent networking capability and automated over-the-air station software upgrades to support new features and enhancements. Over-the-air embedded station software upgrades are included with the network services subscription at no extra cost.

When a new charging station is activated and brought online the embedded station software is automatically updated with the latest general release. As new software features are developed, fully field tested, and introduced for general availability (example Waitlist), station software upgrades are automatically downloaded over-the-air to our installed base of stations.

The ChargePoint cloud-based services (NOS) are also updated on an ongoing basis to support new features and integrated solutions.

In the event of a technical station field issue, internal diagnostics on the station will generate an alarm with timestamp in the station alarm report and upload the alarm event(s) to our NOS server for remote logging. Depending upon severity and type of alarm, a station port may be automatically taken out of service and become unavailable for charging until the root cause has been determined and addressed. Some fault types will temporarily take a port out of service, for example a ground fault detected during a charging session that is transient in nature. In these session oriented faults, internal diagnostic routines determine when the fault condition is no longer present and may resume the charging session.

Driver Support

ChargePoint provides 24/7 toll-free live driver support to anyone using a ChargePoint station, including non-ChargePoint cardholders, **all at no cost to the driver**. With over 28,000 charging spots across the country, ChargePoint has a long track record of success and provides the highest level of support in the industry.

Station Host Support

ChargePoint offers dedicated support for station hosts that require assistance, available weekdays from 8AM EST to 9PM EST.

Current Support Metrics

	Driver Support	Technical Support
Service Level: Call Center	95%	98%
Avg. Call Speed of Answer	<30 secs	<8 secs
Avg. Email Response Time	24 hrs.	4 hrs.
Monthly Call Volume	18,500	1,200
Monthly Email Volume	1,600	3,000
Support Hours	24 x 7	M-F, 8am – 9pm EST

ChargePoint Assure

To keep your stations online and to ensure an enjoyable experience for both the driver as well as the station owner, we go beyond the typical warranty break fix features. We've included station management, station performance metrics reporting and unlimited software configuration changes at no additional cost.

We back our performance with a Service Level response time commitment and a 98% annual station uptime commitment. We even cover labor costs for items typically excluded from most warranties like vandalism, abuse and accidents.

Ongoing station management service is a key part of Assure. The annual Cloud Services Subscription is required for all ChargePoint stations and gives you, the station owner, access to a rich set of data and analytic tools to monitor the usage of your charging stations, identify problems, and assess how well your stations are meeting your business goals. You can easily add new stations, and design and modify your station policies, however with Assure, you may request these changes be performed on your behalf by our expert staff.

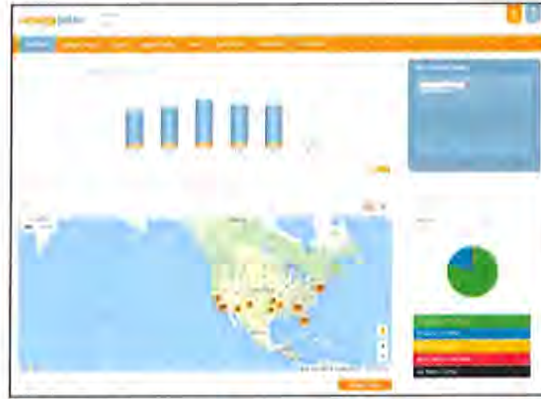
With the station management service from ChargePoint Assure, you can request the day-to-day management of your stations be performed by the ChargePoint team for hands-off management.

Key benefits of Assure:

- Unlimited software changes
- 98% annual uptime guarantee with non-performance penalty
- 1 business day response time to station failures or 1 business day from Parts arrival when required
- Monthly summary reports and detailed quarterly reports of your station's performance metrics (a sample report is provided in the Data Management section of this proposal)
- Proactive station monitoring and dispatch
- Labor coverage for station equipment issues typically not covered by warranty such as vandalism, abuse and accidents caused by reckless drivers or snow plows

Data Capture, Monitoring and Reporting

ChargePoint provides extensive monitoring and reporting capabilities in a user-friendly and highly flexible web interface. Access to the web portal and the standard set of reports is included in the network service plan at no additional cost. Energy Management functions advanced analytics are available for an additional fee.



and

The ChargePoint web portal provides the tools necessary to actively monitor and manage all stations, including real-time status for each port; making it easy to view important information in a clear and concise table format.

Detailed real-time status for individual stations is available on the Station Properties page, including active charging sessions.

Administrators have the ability to:

- Get live status, including network connectivity and port status
- Reboot the station
- View live charging sessions
- View a history of charging sessions



All reports may be exported to Excel or CSV format from the reports page directly. Alternatively, data may be retrieved using the ChargePoint Web Services API.

The categories of reporting available on ChargePoint are:

Analytics: A large collection of information, including peak occupancy, session information, energy dispensed, and GHG savings. There are several reports that should be highlighted:

The **Energy** Report shows the amount of electricity output by your charging stations by day, week, or month.

The **Unique Driver** Report shows how many different drivers utilize the station in a given timeframe. This is very useful in determining whether you have the same people charging all the time at the stations or if there are a wide variety of drivers using the stations

The **Session Length Histogram** Report shows the average stay time at a station. When stations are used all the time it is important to look at how long people are staying.

The **Average Utilization** Report shows how many hours during the day stations are being used.

Financial: If a fee is associated with charging, this report shows the monthly Flex Billing statement, including how much Drivers spent charging at the Organization's stations, and how much money the Organization receives on a monthly basis.

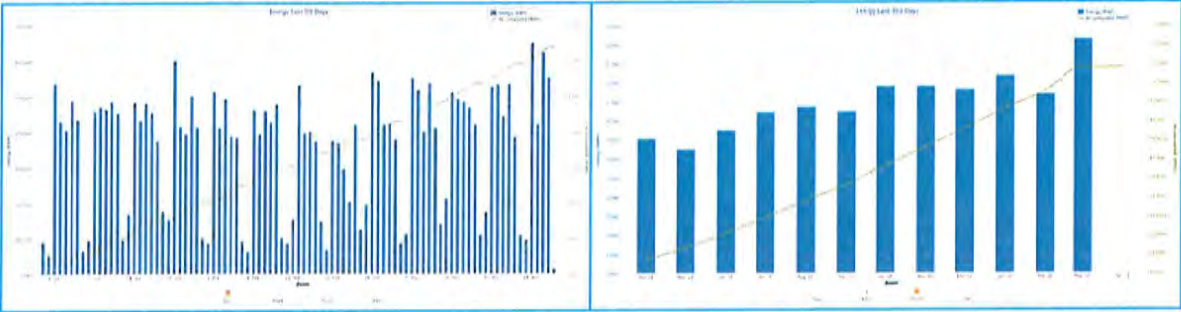
Logs: a chronology of configuration changes and the success or failure of any attempt by the ChargePoint cloud to download information to the stations.

Audit Trail: All configuration and other actions including the user account that performed the action

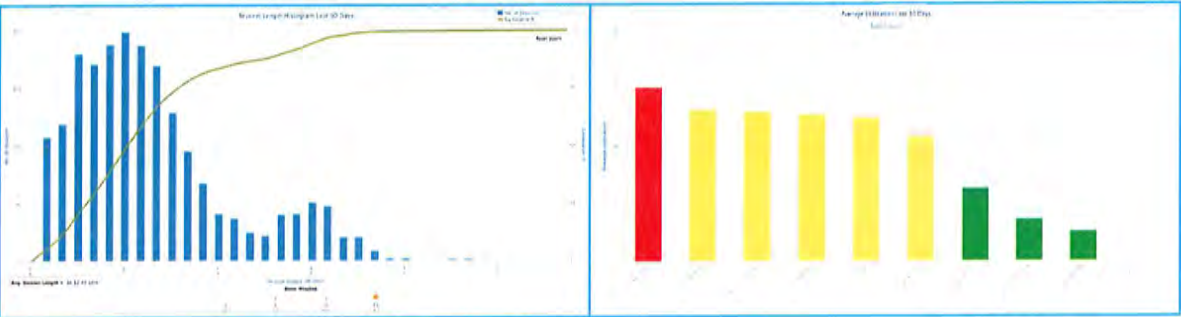
Alarms: a table of station events, including service-affecting faults

Sample Reports:

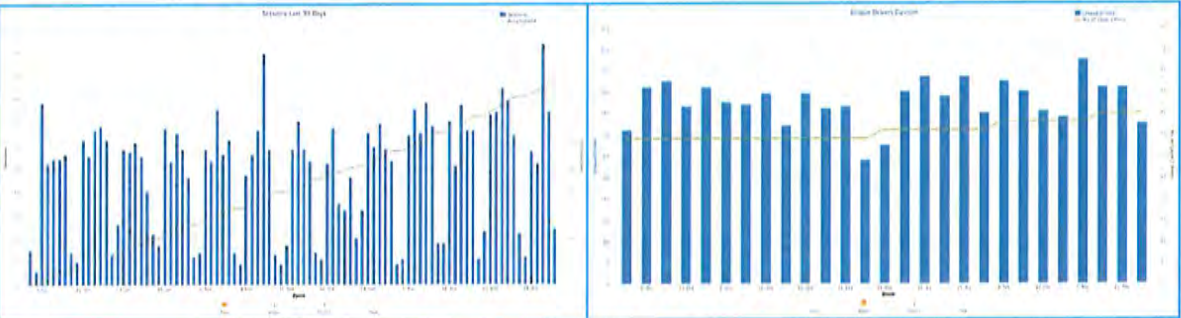
Energy by Day, Energy by Month:



Session Length Histogram, Average Utilization:



Sessions, Unique Drivers:



Session Details

All charging sessions have the following information recorded and available for export:

Station Name	Plug Type
MAC Address	Address 1
Org Name	Address 2
Start Date	City
Start Time Zone	State/Province
End Date	Postal Code
End Time Zone	Country
Transaction Date (Pacific Time)	Latitude
Total Duration (hh:mm:ss)	Longitude
Charging Time (hh:mm:ss)	Currency
Energy (kWh)	Fee
GHG Savings (kg)	Ended By
Gasoline Savings (gallons)	Plug In Event Id
Port Type	Driver Zip Code
Port Number	User ID

Driver Network Services

Station owners are in complete control of the charging station policies: who can use them, how much drivers pay to use them, and what messaging and video content to display.

Every station or group of stations may have different policies applied, or all stations may be provisioned exactly the same – providing the ultimate in flexibility.

ChargePoint stations that are publically accessible are visible on the ChargePoint website map, on ChargePoint mobile applications (available for both Apple IOS and Android), as well as many in-dash POI systems from EV car manufacturers. All publicly accessible ChargePoint connected stations are listed in the Alternative Fuels Database (AFDB) of the U.S. Department of Energy, which is managed by the National Renewable Energy Laboratory (NREL) for use with 3rd party services.

Stations that are restricted for use by only employees will only be visible on the ChargePoint network map to those employees included on the access control policy. The general public will not see the stations on the map, and unless they physically see the station, the general public will not even know of the existence of the stations.

This flexibility allows station owners to ensure that the only the appropriate parties have visibility to stations, if it's in use or occupied, and when a port comes available should they be waiting.

Driver Accounts

Drivers are identified by their ChargePoint driver account. Each account may have one or more RFID cards activated to it and each account also is tied to the ChargePoint smartphone mobile application. When a driver uses a ChargePoint station they can either tap their RFID card or they may use the mobile app to identify themselves to the station and authorize a session.



Time of Use Access Controls

ChargePoint provides the ability to control access to your stations based on time of day and day of week. During normal business hours, say 8am to 5pm you may limit the stations to only your employees. Starting at 5pm on weekdays and all day on weekends the stations will become unrestricted so that anyone may use them, and pay for their use. This may be desirable if the City of Fort Collins desires to restrict station access during the day and also allow the general public to charge during evenings or weekends, especially if the charging stations are located near event centers or athletic stadiums, and as a way to promote EV adoption in the surrounding community.

Payment Handling

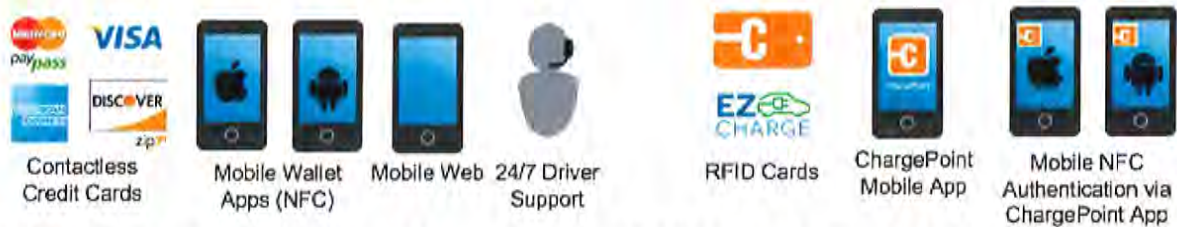
ChargePoint handles the entire billing process from end to end, collecting fees from drivers on behalf of station owners. All payment processing, funds transfer and collections are handled automatically, with payments to the station owners processed at the end of every month.

Station owners may set pricing using any of the following options:

- **A fixed rate for the session.** The driver pays a set fee for the entire session.
- **An hourly rate.** The driver pays per hour, similar to how a parking meter operates.
- **An energy rate.** The driver pays for the energy consumed on a per kWh basis.
- **Length-of-Stay pricing.** One price is charged during the first x hours and another price is charged for every hour afterwards.
- **Time-of-Day pricing.** One price is charged during peak hours and another during off-peak hours.
- A **minimum** and/or a **maximum** fee per session.
- **A combination of the above.** For example, a flat session fee PLUS an hourly rate or an hourly rate PLUS per kWh pricing, or a minimum session fee PLUS an hourly rate. One may also configure an energy rate on a per kWh basis and an hourly rate that goes into effect only after a configurable grace period when the vehicle stops drawing energy.
- **Driver groups.** Station owners may set unique policies for different classifications of drivers (e.g. students, faculty & staff vs. visitors) using the options above.
- **Scheduled Pricing.** All of the above options may be set by time of day and day of week. For example, free for employees during business hours M-F but \$1/hour for everyone during evenings and weekends.

Charging sessions are authorized at the charging station by use of a credit card or smartphone with tap-to-pay capabilities (Apple Pay, Android Pay), a ChargePoint account using a physical RFID card or NFC capabilities of a smartphone (tap-to-charge), via the ChargePoint mobile application, one-time payment by a smartphone friendly payment option, or by authorized driver support representatives over the phone 24/7 via a toll-free phone number

Driver support is available to all drivers using any station on the ChargePoint network –



whether the driver is registered with ChargePoint or not. Live phone support is available in English, French, and Spanish.

ChargePoint Driver accounts are offered as a convenience for the driver - they are not a subscription. **Drivers pay no monthly fees and there is no setup fee to join ChargePoint,**

PCI Compliance

ChargePoint is PCI Certified as both a Service Provider and Merchant and audited by 3rd party QSA. The ChargePoint Network undergoes regular PCI-DSS compliance certification testing from a third party auditor. The current Attestation of Compliance is available to customers under NDA. Tier 1 service providers host ChargePoint’s data centers. All data centers are SSAE16 compliant. The hosted data center has physical security in place and prevents any access to servers by unauthorized parties, and undergoes independent physical security audits as part of their own PCI certification process. The ChargePoint Network is running in two physically independent (hundreds of miles apart) secure hosted data centers, providing fail-over capabilities for disaster recovery and business continuity.

Government Customers

Of ChargePoint's thousands of customers, more than 650 are government agencies. Our government customers have installed more than 5,700 charging ports out of our 34,000 total deployed ports, representing over 16% of our install base

The following chart lists just a small sampling of our notable government customers:

Alameda County	City of Napa	County of Sacramento
Arlington County	City of New Bedford MA	County of San Diego
Baltimore County	City of Newton	County of Santa Barbara
Cambridge MA	City of North Las Vegas	County of Sonoma
City and County of Honolulu	City of North Vancouver	County of Ventura
City and County of San Francisco	City of Orlando, FL	Dakota County
City of Anaheim	City of Ottawa	DeKalb County
City of Austin TX	City of Palm Desert	California DOT (Caltrans)
City of Baltimore	City of Portland	Department of Veterans Affairs
City of Beverly Hills	City of Richardson	DuPage County
City of Boston	City of Richmond	Kansas City MO
City of Cambridge	City of Riverside	Little Rock
Celt of Campbell	City of Rochester	Michigan House of Representatives
City of Capitola	City of Sacramento	Montgomery County Government
City of Central City	City of Salem MA	Napa County
City of Charlotte	City of San Antonio	NASA
City of Chicago	City of San Jose	Sacramento County
City of Clearwater, FL	City of Santa Barbara	Salt Lake City Corporation
City of Cupertino	City of Santa Monica	San Juaquin Valley
City of Dearborn	City of Seattle	San Mateo County
City of Dallas	City of Sonoma	Santa Cruz County
City or Ft Lauderdale	City of St. Paul	Sarasota County, FL
City of Georgetown	City of St. Petersburg, FL	State of California
City of Hermosa Beach	City of Tacoma	State of Maryland
City of Houston	City of Tampa, FL	State of Utah
City of Langley	City of Torrance	The City of New York
City of Lexington	City of Vancouver	The City of Newport Beach
City of Los Altos	City of Ventura	The City of Vernon
City of Los Angeles	Cobb County	The White House
City of Miami	County of Marin	Town of Fairfax
City of Milwaukee	County of Monterey	U.S. Department of Homeland Security
City of Minneapolis	County of Riverside	US Department of Energy (DOE)

Resume Bios for Key ChargePoint Personnel & References

MIKE DINUCCI

Senior Vice President, Sales

Mike DiNucci leads ChargePoint's sales and field operations, responsible for teams focused on new business efforts, regional sales operations, and sales engineering. He brings more than twenty years of sales and sales management experience to ChargePoint. Prior to joining ChargePoint in 2008, Mike managed sales teams at a number of companies including VeriSign, Network Appliance, Silicon Graphics and Xactly. Mike holds degrees in Business Administration and English Literature from UCLA.

JONATHAN KAPLAN

General Counsel

Jonathan Kaplan has been leading ChargePoint's legal team since July of 2010. Prior to coming to ChargePoint, he was founder and managing director of the Law Offices of Jonathan Kaplan. Before Jon opened his own firm, he spent seven years practicing law on Wall Street, first with the firm of Sullivan & Cromwell and later with Skadden, Arps, Slate, Meagher & Flom. During that time, he spent the majority of his time working on large scale mergers and acquisitions, including the Citicorp/Travelers and the Honeywell/ Allied Signal mergers. Jon received his JD from Hastings College of the Law and an LLM in taxation from New York University.

ANDREW CROLL

Account Executive

Andrew Croll manages sales for the County of Los Angeles. He brings more than 2yrs of industry and product knowledge. He has been essential to the successful deployment of ChargePoint charging stations throughout Southern California completing 100+ projects. Andrew holds a degree in Communications from Western Michigan University.

STEVE BUTZOW

Customer Service for Installations and Maintenance

Mr. Butzow has extensive experience implementing enterprise software solutions for Fortune 500 companies. As a Client Services Manager at the New York Stock Exchange, he led the strategic implementation and migration of enterprise software solutions and managed 50 key clients, including eBay, Freescale, Caterpillar, WW. Grainger and ESCO. Prior to this, Mr. Butzow served as Vice President of Professional Services for Maximus, where he improved customer care response times by 30% and led a team of 20 project managers. He has 12 12 years of experience successfully implementing enterprise solutions for Fortune 500 clients and 7 years of experience working with IT teams and technical staff.

References – many more available on request

City of Huntington Beach Robert
LaRoche [robert.laroche@surfcity-
hb.org](mailto:robert.laroche@surfcity-hb.org) Phone - +1714-375-5050

Mobile - +1626-622-8288

Address - 17371 Gothard Street, Huntington Beach, California, United States 92647

City of Los Angeles

Matt Phuong [note... Sales contact is David Nevarez who works Primary LA and works with Matt]

matt.phuong@laci.tv.org

Phone - +1213-847-1828

Address - 1149 S. Broadway Suit 200, Los Angeles, California, United States 90015

City of Torrance

Nina Lang 310.618.5835

NLang@TorranceCA.gov

3031 Torrance Boulevard | Torrance CA 90503

City of Downey Rebecca

Guerrero

rguerrero@downeyca.org

Phone- +15629047102

Mobile - +15627131320

Address - 11111 Brookshire Avenue, Downey, California, United States 90241

New York City

Spiro Kattan

Bureau of Motor equipment - Deputy Director NYC

Department of Sanitation

52-07 58th Street

Woodside, NY 11377

(718) 334-9205 | nyc.gov/sanitation

skattan@dsvnyc.gov

City of Lynwood Salvador

Mendez

Public Works Operations Manager City of

Lynwood

11330 Bullis Road

Lynwood, CA 90262

Office 310-603-0220, ext. 829

x 310-223-5108

srmendez@lynwood.ca.us

EV References for ABM Electrical Power Services, LLC

1. VW-BMW DCFC Corridor Project

Rob Healey Ph: (201) 406-8906
Address: 300 Chestnut Ridge Rd, Woodcliff Lake, NJ 07677
Industry: Commercial Automotive
Environment: 100 locations
2015-16

2. eVgo DCFC Public Metro Projects

Terry O'Day Ph: (818) 253-5086
Address: 11390 W. Olympic Blvd Suite 250. Los Angeles, CA 90064
Industry: Public Transit
Environment: 70 locations
2013-Current

3. Volkswagen DCFC North American Project

Mike Dwyer (USA) Ph: (571) 358-2236
Julie McKenna (Canada) (289) 200-8665
Address: 2200 Ferdinand Porsche Dr, Herndon, VA 20171
Industry: Commercial Automotive
Environment: 150 locations (US & Canada)
2015-Current

4. BMW-National Parks Foundation

Idine Ghoreishian: (805)-276-8347
Address: 300 Chestnut Ridge Rd, Woodcliff Lake, NJ 07677
Industry: Federal Government Property
Environment: 100 locations
2016-Current

5. BMW DCFC Dealer Project North America

Chris Whitney (USA) Ph: (201) 240-3300
Marc Belcourt (Canada) (905) 428-5078
Address: 300 Chestnut Ridge Rd, Woodcliff Lake, NJ 07677
Industry: Commercial Automotive
Environment: 300 locations (US & Canada)
2014-Current

6. Honda – American Motors

Annabelle Cooke Ph: (714) 296-8811
Address: 1919 Torrance Blvd, Torrance CA 90501
Industry: Commercial Automotive
Environment: 12 locations
2015-Current

*(Note: All examples are ABM self-performed projects)



ABM Electrical Power Services, LLC
 Todd McIntosh
 Sr. Sales Engineer
 720 S. Rochester Ave., Suite A
 Ontario, CA 91761
 Office (800) 597-1225 Cell: (909) 229-0857
Todd.McIntosh@abm.com

PROPOSAL – TRANSMITTAL

PROJECT: Electrical Vehicle Pay for Use Charging Stations Agreement EU-18-004-E
PROPOSAL NO.: TM12918F
FROM: Todd McIntosh
DATE: January 29, 2018

ABM Electrical Power Solutions (ABM) is pleased to provide this proposal to perform the installation of EV Charging Stations at the above listed project per the RFP dated 12/15/2017. This is a prevailing wage project. Our DIR # is 1000017137 and our C10 License is 989000.

ABM Electrical Power Services, LLC

Equipment List

Remove existing charging stations	64
Install 32 new dual head 7.2kw pay for use charging stations with a total of 64 charging heads.	32

ABM’s Responsibilities

1. Provide qualified personnel and PPE for work to be performed.
2. Remove (64) existing single port chargers and replace with (32) new dual head, pay for use 7.2kw chargers.
3. Test, validate, and commission EV charging stations after completion of the installation.
4. Provide a schedule, work plan, and safety plan.

ABM’s price to perform these services is based upon all work being performed during normal business hours Monday through Friday.

1. Installation of (64) EV Charging Stations: Completion by May 11, 2018
Two Hundred Eighty Thousand Forty-Eight Dollars (\$280,048)

Cost includes;
Engineering
Permit Fees
Product Costs
Removing Existing Heads and Replacing with New Heads



*Installation
Activation/Testing
Training*

ABM's estimate to provide this service is based on all work being performed during normal business hours Monday through Friday. If you have any questions about our price or what we have included in our bid, please contact us. This proposal is valid for 90 days.

As part of our Quality Assurance Program, ABM Electrical Power Services has committed to be a drug-free company to assure that actions/judgments will not be impaired by the use of any controlled substance. We have implemented an anti-drug plan that complies fully with the U.S. Department of Transportation Procedures for Transportation Workplace Drug Testing (49CFR Part 40).

The information contained in this proposal is considered to be of a confidential and proprietary nature, the rights of which belong to ABM and are protected under copyright and trade secret laws. This information is being provided to the purchaser to evaluate ABM's proposal and performance should a contract be awarded to ABM. Neither this proposal nor any information contained therein nor any proprietary information furnished pursuant thereto, shall be disclosed to others or used for any purpose other than set forth above without the prior written approval of ABM

We sincerely appreciate the opportunity of submitting this proposal, and hope that we may have the pleasure of serving you.

If you should have any questions, please feel free to contact me at (909) 229-0857.

Sincerely,

Todd McIntosh
Sr. Sales Engineer

ABM Electrical Power Services, LLC
909-229-0857 (Mobile)
Todd.McIntosh@abm.com

CITY COUNCIL

ITEM NO. 6.7



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 *JN*
Gerardo Perez, Construction Manager, CNC Engineering *GP*

DATE: May 10, 2018

SUBJECT: Consideration of the Notice of Completion for the El Encanto Convalescent Hospital Roof Repair project with Fisher Contractors, Inc. (Project No. CITY-1447)

Background:

On November 30, 2017, the City Council awarded Contract No. CITY-1447, El Encanto Convalescent Hospital Roof Repair, in the amount of \$28,700.00 to Fisher Contractors Inc. This project consisted of removal and repair of damaged roof structure and sheathing, roofing and flashing, patching of exterior stucco and exterior painting.

Discussion:

On November 30, 2017, the City Council appropriated \$34,440.00 from the General Fund to City Capital Improvements (Account No. 120-712-5205).

The table below details the complete project costs for CITY-1447.

Contract (Fisher Contractors, Inc.)	\$28,700.00
Professional Services for Design, (Givens Design Group) Includes reimbursables	\$6,472.92
Professional Services for Construction Management (Cordoba Corporation)	\$2,870.00
Professional Services for Office of Statewide Health Planning and Development (OSHPD) Inspector of Record (Lin Lindstedt)	\$3,920.00
Total Project Cost	\$41,962.92

As of March 22, 2018, City Contract Staff determined that all work has been completed and all work areas have been restored. Lin Lindstedt, OSHPD Inspector of Record, has

inspected the site and finds all work complete and in accordance with the contract documents.

Fiscal Impact:

On November 30, 2017, the City Council appropriated \$28,700.00 to Project No. CITY-1447, El Encanto Convalescent Hospital Roof Repair. It also appropriated a 10% contingency allowance in the amount of \$2,870.00 for unforeseen changes and an additional amount of \$2,870.00 for contract administration and inspections services.

Total project cost is **\$41,962.92**, which includes design and construction management costs, architectural design costs, and professional services. Additional appropriations are necessary in the amount of \$7,552.92.

The following table presents a summary of the sources:

Fiscal Year 2017-2018 Capital Improvement Program Budget	\$34,440.00
Additional Funding – from the 2015 Sales Tax Revenue Bond Proceeds	\$7,552.92
Total Sources	\$41,962.92

Recommendations:

- 1.) Accept the work performed by Fisher Contractors Inc., for the amount of \$28,700.00;
- 2.) Appropriate from \$7,552.92 from 2015 Sales Tax Bond Proceeds to City Capital Improvements (Account No. 120-712-5205);
- 3.) Authorize the City Engineer or his designee to execute the Notice of Completion and
- 4.) Authorize the City Clerk to file a Notice of Completion for Project No. CITY-1447 El Encanto Convalescent Hospital Roof Repair

Exhibit:

- A. Notice of Completion dated May 10, 2018
-

TH/JN/GP:jv

EXHIBIT A

Notice of Completion dated May 10, 2018

[Attached]



CITY OF INDUSTRY

- Civic Recreational-Industrial Authority
 - City of Industry Waterworks System
 - Industry Urban-Development Agency
 - Parking Authority
- 15625 East Stafford Street, City of Industry, CA 91744

Notification of Construction Completion

Project: El Encanto Convalescent Hospital Roof Repair

Date: May 10, 2018

Contract No.: CITY-1447/

Contract

MP 07-24 #6

Contractor: Fisher Contractors Inc.

As a result of an inspection conducted on 3/22/2018 the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

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

Accepted by

Contractor

Printed Name

Signature

Title *CEO*

Date

4/23/18

Recommended by

Project Manager

Gerardo Perez
Printed Name

Signature

Sr. Construction Manager

Title

Date

4/26/18

Recommend by

Public Agency

Joshua Nelson
Printed Name

Signature

Contract City Engineer
Title

Date

4/26/18

Approved by

Public Agency

Troy Helling
Printed Name

Signature

Acting City Manager
Title

Date

RECORDING REQUEST

and **WHEN RECORDED, MAIL TO:**

Agency **CITY OF INDUSTRY**

Mailing Address City State, Zip 15625 East Stafford Street
Attention: Joshua Nelson
City of Industry
California 91744

THIS SPACE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is given that work was completed on that certain work known as Project No. **CITY-1447, El Encanto Convalescent Hospital Roof Repair, City of Industry, CA 91744, County of Los Angeles**, for the undersigned agency and said work was accepted as complete on May 10, 2018. The contractor on said job was **Fisher Contractors Inc. 183 Leucadia Rd., La Habra Heights, Ca 90631**.

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

City of Industry

By _____
Joshua Nelson, Contract City Engineer

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

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

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

Joshua Nelson, Contract City Engineer

Subscribed and sworn to (or affirmed) before me on this 10th day of May 2018, by Joshua Nelson, Contract City Engineer, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Date)

(Notary Signature)

(Seal)

CITY COUNCIL

ITEM NO. 6.8



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 *on*
Gerardo Perez, Construction Manager, CNC Engineering *G.P.*

DATE: May 10, 2018

SUBJECT: Consideration of the Notice of Completion for the Grand Crossing Substation – Phase 1, 2, 3 Substructure and Cabling project with Pacific Utilities Installation, Inc. (Project No. CITY-1431)

Background:

On February 23, 2017, the City Council awarded Contract No. CITY-1431, for Grand Crossing Substation – Phase 1, 2, 3 Substructure & Cabling, Project No. CITY-1431 with Pacific Utilities Installation, Inc. This project consisted of installation of substructures and cabling necessary to connect the existing Grand Crossing Substation to the Industry Public Utility Commission (IPUC) electrical grid.

Discussion:

The table below details the complete project costs for CITY-1431.

Contract (Pacific Utilities Installation, Inc.)	\$438,700.00
Professional Services for Design, (Butsko Utility)	\$40,000.00
Professional Services for Construction Management (Cordoba Corporation) (10%)	\$43,870.00
	\$522,570.00

As of March 22, 2018, the City Contract Staff has determined that all work has been completed. Cordoba Corporation and Butsko Utility have inspected the site and find all work complete and in accordance with the contract documents.

Fiscal Impact:

On February 23, 2017, the City Council appropriated \$438,700.00 to Project No. CITY-1431, Grand Crossing Substation – Phase 1, 2, 3 Substructure & Cabling. It also appropriated a contingency allowance in the amount of \$43,870.00 for unforeseen changes, an additional amount of \$43,870.00 for contract administration and inspections services and \$40,000.00 for professional design services. On February 23, 2017, the City Council appropriated \$566,440.00 from the Electric Utility Reserves Fund to Account No. 120-718-5205.

Total project cost is **\$522,570.00**, including design and construction management costs. No additional appropriations are necessary.

The following table presents a summary of the sources:

Electric Utility Reserves Fund (Account No. 120-718-5205)	\$566,440.00
Total Sources	\$566,440.00

Recommendation:

- 1.) Accept the work performed by Pacific Utilities Installation, Inc., for the amount of \$438,700.00.
- 2.) Authorize the City Engineer or his designee to execute the Notice of Completion
- 3.) Authorize the City Clerk to file a Notice of Completion for Project No. CITY-1431 Grand Crossing Substation – Phase 1, 2, 3 Substructure & Cabling

Exhibit:

- A. Notice of Completion dated May 10, 2018
-

TH/JN/GP:jv

EXHIBIT A

Notice of Completion dated May 10, 2018

[Attached]



CITY OF INDUSTRY

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

15625 East Stafford Street, City of Industry, CA 91744

Notification of Construction Completion

Project: Grand Crossing Substation, Phase 1,2,3 Substation Cabling Date: May 10, 2018

Contract No.: CITY-1431/

Contract

MP 02-05 #7

Contractor: Pacific Utilities Installation, Inc.

As a result of an inspection conducted on 3/22/2018 the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

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

Accepted by Contractor	<i>Bill Pfeiffer</i> Printed Name	<i>[Signature]</i> Signature	<i>President</i> Title	<i>4-24-18</i> Date
Recommended by Project Manager	Gerardo Perez Printed Name	<i>[Signature]</i> Signature	Sr. Construction Manager Title	<i>4/26/18</i> Date
Recommend by Public Agency	Joshua Nelson Printed Name	<i>[Signature]</i> Signature	Contract City Engineer Title	<i>4/26/18</i> Date
Approved by Public Agency	Troy Helling Printed Name	<i>[Signature]</i> Signature	Acting City Manager Title	 Date

RECORDING REQUEST

and **WHEN RECORDED, MAIL TO:**

Agency CITY OF INDUSTRY

Mailing 15625 East Stafford Street
Address Attention: Joshua Nelson
City City of Industry
State, Zip California 91744

THIS SPACE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is given that work was completed on that certain work known as Project No. **CITY-1431, Grand Crossing Substation – Phase 1, 2, 3 Substructure & Cabling, City of Industry, CA 91744, County of Los Angeles**, for the undersigned agency and said work was accepted as complete on May 10, 2018. The contractor on said job was **Pacific Utilities Installation, Inc. 1585 Harmony Circle, Anaheim, Ca 92807**.

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

City of Industry

By _____
Joshua Nelson, Contract City Engineer

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

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

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

Joshua Nelson, Contract City Engineer

Subscribed and sworn to (or affirmed) before me on this 10th day of May 2018, by Joshua Nelson, Contract City Engineer, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Date)

(Notary Signature)

(Seal)

CITY COUNCIL

ITEM NO. 6.9



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 *JN*
Upendra Joshi, Project Manager, CNC Engineering *UJ*

DATE: May 10, 2018

SUBJECT: Consideration of an Agreement with Birdi & Associates, Inc., to provide Metrolink Station Video Security System Installation, and Commissioning Services, in an amount not-to-exceed \$70,344.54 (Contract No. DS-18-018-B, Project No. CIP-FAC-18-013-B)

Background:

The City Council approved the authorization of solicitation of public bids for the Metrolink Station Video Security System Installation and Commissioning Services for the City of Industry, on January 11, 2018. The scope of work for this project was to procure, install and commission updated digital camera and operation equipment to replace an existing analog camera system at the Metrolink Station, 600 Brea Canyon Road. Tasks shall include: commissioning of equipment to insure that the completed system is accessible remotely, installation of a new monitor and computer at the guard shack; and training of City staff and contractors in the operation and maintenance of the video security system.

On January 19, 2018, the bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 246 vendors. The bid was viewed by 26 prospective bidders. The appropriate trade journals were notified on January 19, 2018. The bid was advertised on January 22, 2018 and January 29, 2018 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until February 6, 2018 at 1:00 p.m. in the City's Planetbids™ vendor portal. A pre bid job walk was held on January 30, 2018 10:00 a.m. at the Metrolink Station located at 600 Brea Canyon Road.

Discussion:

The bid process closed on February 22, 2018. Six (6) bids were received from the following entities: Am-Tec Total Security, Inc., Sierra Group, VAS Security Systems, Inc., Birdi & Associates, Inc., Huntington Beach Electric, and Firstline Security Systems, Inc. The review of the bids found Am-Tec Total Security, Inc., Sierra Group, and VAS Security Systems, Inc. to be the apparent first, second and third lowest bidders however, their bids were found to be non-responsive; either due to being incomplete or because of insurance exceptions. The fourth apparent low bidder was Birdi & Associates, Inc. and found to be 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 Birdi & Associates, Inc., is the lowest responsive bidder.

The following table represents a summary of the bids received:

Bidder	Bid Price
Am-Tec Total Security, Inc.	\$40,396.21
Sierra Group	\$61,332.25
VAS Security Systems, Inc.	\$62,397.40
Birdi & Associates, Inc.	\$70,344.54
Huntington Beach Electric	\$73,935.00
Firstline Security Systems, Inc.	\$89,928.60

The Engineer's Estimate for this project was \$64,000.00. The bid price from Birdi & Associates, Inc. was \$70,344.54. 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 \$84,413.44.

The following table represents a project summary:

Birdi & Associates, Inc.	\$70,344.00
Contingency Allowance (10%)	\$7,034.00
Contract Administration/Inspection (10%)	\$7,034.00
Total Cost:	\$84,413.00

Fiscal Impact:

Appropriate \$84,413.00 from the 2015 Bond Proceeds to City Capital Improvements–City Facilities–Construction Costs (Account No. 120-726-5205).

Recommendation:

- 1) City staff recommends that the City Council consider the results of the Metrolink Station Video Security System, Installation, and Commissioning Services for the City of Industry bid and award the bid to Birdi & Associates, Inc.; and
- 2) Appropriate \$84,413.44 from the 2015 Bond Proceeds to City Capital Improvements–City Facilities–Construction Costs (Account No. 120-726-5205).

Exhibits:

- A. Bid Results
 - B. Bid Packet (Page A-13 & Pages C-5 through C-11)
 - C. Contractor's State of California and Department of Industrial relations License Detail
-

TH/JN/UJ:jv

EXHIBIT A

Bid Results

[Attached]

Line Totals (Unit Price * Quantity)

Item	Description	Unit of Measure	Quantity	Birdi & Associates, Inc. - Unit Price	Birdi & Associates, Inc. - Line Total
1	Mobilization	LS	1	\$7,200.00	\$7,200.00
2	Construction Traffic Control	LS	1	\$7,800.00	\$7,800.00
3	Coax Cable Assessment	LS	18	\$500.00	\$9,000.00
4	Procure Equipment	LS	1	\$300.00	\$300.00
5	Equipment Installation	LS	1	\$16,438.52	\$16,438.52
6	SONY Dome Camera SNC-EM632RC	EA	5	\$683.30	\$3,416.50
7	SONY Fixed Camera SNC-EB632R	EA	13	\$496.72	\$6,457.36
8	SONY Wall/Pole Mount Box UNI-BBB2	EA	5	\$91.16	\$455.80
9	SONY Wall/Pole Mount Box UNI-BBB1	EA	13	\$58.79	\$764.27
10	NVT Media Converter EC10	EA	3	\$909.62	\$2,728.86
11	NVT Adapter NV-LMK-02	EA	9	\$250.30	\$2,252.70
12	Razberi Appliance SSIQ16P-i7-12T	EA	1	\$5,553.78	\$5,553.78
13	Ocularis Pro Camera License OC-PRO-B	EA	1	\$431.04	\$431.04
14	Ocularis Pro Base 1 Year Stay CURRENT OC-PRO-1C	EA	1	\$133.44	\$133.44
15	Ocularis Pro Camera 1 Year Stay CURRENT OC-PRO-B-1Y	EA	1	\$73.27	\$73.27
16	Fluidmesh Wireless Link FM-PINTE-50	EA	1	\$960.00	\$960.00
17	Start Up, Training	LS	1	\$2,000.00	\$2,000.00
18	Removal/Disposal Old, Unused Equipment.	LS	1	\$400.00	\$400.00
19	Removal/Replacement of 300' Coaxial Cable (IDF/Camera Segmt)	EA	1	\$1,600.00	\$1,600.00
20	32" ViewZ VZ-32LX Monitor	EA	1	\$876.00	\$876.00
21	Dell OptiPlex 3050/i5-7500; Win10 Pro	EA	1	\$1,023.00	\$1,023.00
22	Wireless Antenna Building Mast	EA	2	\$240.00	\$480.00
					\$70,344.54
					\$70,344.54

Line Totals (Unit Price * Quantity)

Item	Description	Unit of Measure	Quantity	Am-Tec	Am-Tec	Sierra		VAS		Birdi &	Birdi &	Huntington	Huntington	Firstline	Firstline
				Total Security, Inc. - Unit Price	Total Security, Inc. - Line Total	Group - Unit Price	Group - Line Total	Systems, Inc. - Unit Price	Systems, Inc. - Line Total	Associates, Inc. - Unit Price	Associates, Inc. - Line Total	Beach Electric - Unit Price	Beach Electric - Line Total	Systems, Inc - Unit Price	Systems, Inc - Line Total
1	Mobilization	LS	1	\$600.00	\$600.00	\$4,112.46	\$4,112.46	\$3,000.00	\$3,000.00	\$7,200.00	\$7,200.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
2	Construction Traffic Control	LS	1	\$900.00	\$900.00	\$1,900.00	\$1,900.00	\$4,810.00	\$4,810.00	\$7,800.00	\$7,800.00	\$1,000.00	\$1,000.00	\$13,500.00	\$13,500.00
3	Coax Cable Assessment	LS	18	\$65.00	\$1,170.00	\$95.00	\$1,710.00	\$125.00	\$2,250.00	\$500.00	\$9,000.00	\$600.00	\$10,800.00	\$165.00	\$2,970.00
4	Procure Equipment	LS	1	\$500.00	\$500.00	\$900.00	\$900.00	\$2,029.00	\$2,029.00	\$300.00	\$300.00	\$1,000.00	\$1,000.00	\$35,795.00	\$35,795.00
5	Equipment Installation	LS	1	\$12,500.00	\$12,500.00	\$14,460.00	\$14,460.00	\$9,200.00	\$9,200.00	\$16,438.52	\$16,438.52	\$30,000.00	\$30,000.00	\$4,736.14	\$4,736.14
6	SONY Dome Camera SNC-EM632RC	EA	5	\$629.42	\$3,147.10	\$775.23	\$3,876.15	\$1,094.50	\$5,472.50	\$683.30	\$3,416.50	\$900.00	\$4,500.00	\$711.78	\$3,558.90
7	SONY Fixed Camera SNC-EB632R	EA	13	\$427.29	\$5,554.77	\$611.90	\$7,954.70	\$797.50	\$10,367.50	\$496.72	\$6,457.36	\$650.00	\$8,450.00	\$517.41	\$6,726.33
8	SONY Wall/Pole Mount Box UNI-BBB2	EA	5	\$95.97	\$479.85	\$112.30	\$561.50	\$223.30	\$1,116.50	\$91.16	\$455.80	\$110.00	\$550.00	\$94.96	\$474.80
9	SONY Wall/Pole Mount Box UNI-BBB1	EA	13	\$51.47	\$669.11	\$72.42	\$941.46	\$96.80	\$1,258.40	\$58.79	\$764.27	\$75.00	\$975.00	\$61.24	\$796.12
10	NVT Media Converter EC10	EA	3	\$817.40	\$2,452.20	\$1,108.69	\$3,326.07	\$1,144.00	\$3,432.00	\$909.62	\$2,728.86	\$300.00	\$900.00	\$777.03	\$2,331.09
11	NVT Adapter NV-LMK-02	EA	9	\$227.37	\$2,046.33	\$298.76	\$2,688.84	\$308.00	\$2,772.00	\$250.30	\$2,252.70	\$220.00	\$1,980.00	\$250.14	\$2,251.26
12	Razberi Appliance SSIQ16P-i7-12T	EA	1	\$4,900.00	\$4,900.00	\$6,648.92	\$6,648.92	\$7,920.00	\$7,920.00	\$5,553.78	\$5,553.78	\$8,000.00	\$8,000.00	\$5,349.90	\$5,349.90
13	Ocularis Pro Camera License OC-PRO-B Ocularis Pro Base 1 Year Stay CURRENT OC-PRO-	EA	1	\$385.91	\$385.91	\$470.75	\$470.75	\$477.00	\$477.00	\$431.04	\$431.04	\$130.00	\$130.00	\$393.74	\$393.74
14	1C Ocularis Pro Camera 1 Year Stay CURRENT OC-	EA	1	\$123.99	\$123.99	\$2,627.10	\$2,627.10	\$148.00	\$148.00	\$133.44	\$133.44	\$350.00	\$350.00	\$67.38	\$67.38
15	PRO-B-1Y	EA	1	\$62.11	\$62.11	\$80.15	\$80.15	\$81.00	\$81.00	\$73.27	\$73.27	\$100.00	\$100.00	\$2,587.06	\$2,587.06
16	Fluidmesh Wireless Link FM-PINTE-50	EA	1	\$932.30	\$932.30	\$1,277.87	\$1,277.87	\$1,166.00	\$1,166.00	\$960.00	\$960.00	\$1,000.00	\$1,000.00	\$918.93	\$918.93
17	Start Up, Training	LS	1	\$1,400.00	\$1,400.00	\$760.00	\$760.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,250.00	\$1,250.00
18	Removal/Disposal Old, Unused Equipment Removal/Replacement of 300' Coaxial Cable	LS	1	\$330.00	\$330.00	\$3,581.00	\$3,581.00	\$2,700.00	\$2,700.00	\$400.00	\$400.00	\$500.00	\$500.00	\$350.00	\$350.00
19	(IDF/Camera Segmt)	EA	1	\$500.00	\$500.00	\$450.00	\$450.00	\$1,250.00	\$1,250.00	\$1,600.00	\$1,600.00	\$300.00	\$300.00	\$437.50	\$437.50
20	32" ViewZ VZ-32LX Monitor	EA	1	\$768.54	\$768.54	\$1,114.60	\$1,114.60	\$990.00	\$990.00	\$876.00	\$876.00	\$800.00	\$800.00	\$809.45	\$809.45
21	Dell OptiPlex 3050/i5-7500; Win10 Pro	EA	1	\$899.00	\$899.00	\$1,417.64	\$1,417.64	\$1,017.50	\$1,017.50	\$1,023.00	\$1,023.00	\$700.00	\$700.00	\$925.00	\$925.00
22	Wireless Antenna Building Mast	EA	2	\$37.50	\$75.00	\$236.52	\$473.04	\$220.00	\$440.00	\$240.00	\$480.00	\$200.00	\$400.00	\$350.00	\$700.00
				Subtotal	\$40,396.21		\$61,332.25		\$62,397.40		\$70,344.54		\$73,935.00		\$89,928.60
				Total	\$40,396.21		\$61,332.25		\$62,397.40		\$70,344.54		\$73,935.00		\$89,928.60

EXHIBIT B

Bid Packet (Page A-13 & Pages C-5 through C-11)

[Attached]

BID BOND

**PROJECT NO. CIP-FAC-18-013-B
METROLINK STATION VIDEO SECURITY SYSTEM, INSTALLATION, AND COMMISSIONING
SERVICES FOR THE CITY OF INDUSTRY**

AGREEMENT NO. DS-18-018-B

KNOW ALL MEN BY THESE PRESENTS that we Birdi & Associates, Inc. as BIDDER, and Hudson Insurance Company, a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Industry ("CITY"), in the penal sum of ten-thousand [IN WORDS] dollars (\$ 10,000.00), which is 10 percent of the total amount bid by BIDDER to CITY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 21st day of February, 2018.


BIDDER:

Name: Birdi & Associates, Inc.

Address: 723 E Green Street

Pasadena, CA 91101

By: Moninder Birdi

Signature: 

Type Name and Title: Moninder Birdi, president

SURETY:

Name: Hudson Insurance Company

Address: 23901 Calabasas Rd Suite 1085

Calabasas CA 91302

By: Canaan Hillery

Signature: 

Type Name and Title: Canaan Hillery, attorney-in-fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Canaan Hillery
of the State of CA

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Ten Thousand Dollars (\$10,000.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 16th day of November, 20 17 at New York, New York.

(Corporate seal)

HUDSON INSURANCE COMPANY

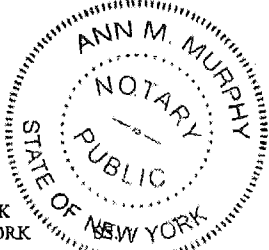
Attest... [Signature]
Dina Daskalakis
Corporate Secretary

By [Signature]
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 16th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



[Signature]
ANN M. MURPHY
Notary Public, State of New York
No. 01MUJ6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 21st day of February, 20 18.

(Corporate seal)



By [Signature]
Dina Daskalakis, Corporate Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

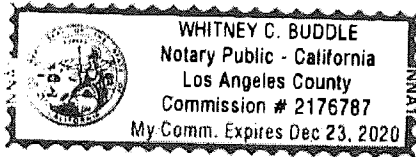
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On FEB. 21, 2018 before me, WHITNEY C. BUDDLE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared CANAAN HILLERY
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document BID BOND - BIRDI &
Title or Type of Document: ASSOCIATES, INC. Document Date: 2/21/2018
Number of Pages: 1 Signer(s) Other Than Named Above: NONE

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

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

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-FAC-18-013-B

METROLINK STATION VIDEO SECURITY SYSTEM, INSTALLATION, AND COMMISSIONING SERVICES FOR THE CITY OF INDUSTRY

AGREEMENT NO. DS-18-018-B

BIDDER: Birdi & Associates, Inc.

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

SCHEDULE OF WORK ITEMS

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
1.	Mobilization	1	LS		
2.	Construction Traffic Control	1	LS		
3.	Coax Cable Assessment	18	LS		
4.	Procure Equipment	1	LS		
5.	Equipment Installation	1	LS		
6.	SONY Dome Camera SNC-EM632RC	5	EA		
7.	SONY Fixed Camera SNC-EB632R	13	EA		
8.	SONY Wall/Pole Mount Box UNI-BBB2	5	EA		
9.	SONY Wall/Pole Mount Box UNI-BBB1	13	EA		
10.	NVT Media Converter EC10	3	EA		
11.	NVT Adapter NV-LMK-02	9	EA		
12.	Razberi Appliance SSIQ16P-i7-12T	1	EA		
13.	Ocularis Pro Camera License OC-PRO-B	1	EA		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
14.	Ocularis Pro Base 1 Year StayCURRENT OC-PRO-1C	1	EA		
15.	Ocularis Pro Camera 1 Yr StayCURRENT OC-PRO-B-1Y	1	EA		
16.	Fluidmesh Wireless Link FM-PINTE-50	1	EA		
17.	Start Up, Training	1	LS		
18.	Removal/Disposal Old, Unused Equipment	1	LS		
19.	Removal/Replacement of 300' Coaxial Cable (IDF/Camera Segmt)	1	EA		
				GRAND TOTAL	

I hereby certify that on February 22, 2018, *Chandler Hunt*
(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:

Birdi & Associates, Inc.
 CONTRACTOR NAME

CHunt@Birdi-inc.com
 EMAIL ADDRESS

1000013344
 DIR #

Chandler Hunt
 PRINT NAME

[Signature]
 SIGNATURE

BIDDER'S INFORMATION SHEET

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

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

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

The undersigned, as bidder, declares as follows:

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

IN WITNESS WHEREOF, Bidder executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 22nd day of February, 20 18.

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

Birdi & Associates, Inc.
Bidder

723 E. Green St.
Mailing Address

Pasadena, Ca 91101
City/State/Zip

(213) 550-4250
Telephone

(626) 628-1761
Fax


Signature


Print Name

Vice President
Title

980383 / C-7, C-10
License No./Class

1-31-19
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

Moninder Birdi, President/CEO

Lewis Barnum, Vice President

Garry Wood, Vice President

Tom McCloskey, Vice President

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

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

CITY OF INDUSTRY
PROJECT NO. CIP-FAC-18-013-B

METROLINK STATION VIDEO SECURITY SYSTEM, INSTALLATION, AND COMMISSIONING SERVICES FOR THE CITY OF INDUSTRY

AGREEMENT NO. DS-18-018-B

Lewis Barnum, being first duly sworn, deposes and says that
Name

he or she is Vice President, of Birdi & Associates, Inc.,
Title Name of Firm


980383 C-7, C-10
License Number Classification

1-31-19
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.

2-22-18
DATE


SIGNATURE

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. CIP-FAC-18-013-B

METROLINK STATION VIDEO SECURITY SYSTEM, INSTALLATION, AND COMMISSIONING
SERVICES FOR THE CITY OF INDUSTRY

AGREEMENT NO. DS-18-018-B

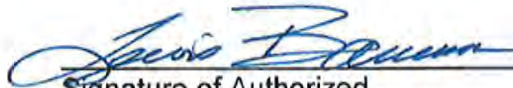
Birdi & Associates, Inc.

certifies that:

Bidder

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

C-7, C-10



Signature of Authorized
Representative of Bidder

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. CIP-FAC-18-013-B

METROLINK STATION VIDEO SECURITY SYSTEM, INSTALLATION, AND COMMISSIONING
SERVICES FOR THE CITY OF INDUSTRY

AGREEMENT NO. DS-18-018-B

CONTRACTOR:
Birdi & Associates, Inc.

BUSINESS ADDRESS:
723 E. Green. St.

Pasadena, Ca 91101

In submitting this bid for the

project: I, Lewis Barnum, 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 Pasadena
California, this 22nd day of February, 2018.


SIGNATURE

EXHIBIT C

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

[Attached]



Contractor's License Detail for License # 980383

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 5/1/2018 3:23:11 PM

Business Information

BIRDI & ASSOCIATES INC
723 EAST GREEN STREET
PASADENA, CA 91101
Business Phone Number (213) 550-4250

Entity Corporation
Issue Date 01/15/2013
Expire Date 01/31/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-7 - LOW VOLTAGE SYSTEMS
C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: 100213337
Bond Amount: \$15,000
Effective Date: 01/01/2016
[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **100213339** for GARRY GEORGE WOOD in the amount of **\$12,500** with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Effective Date: 01/11/2013

Workers' Compensation

This license has workers compensation insurance with the OHIO SECURITY INSURANCE COMPANY
Policy Number: XWS56113120
Effective Date: 10/17/2015
Expire Date: 10/17/2018
[Workers' Compensation History](#)

Other

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

State of California Department of Industrial Relations

Labor Law

Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

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

Note: Search results will display all of the public works contractor registrations, be

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

Registration Fiscal Year:

PWC Registration Number:

Contractor Legal Name:

License Number: [Contractor Licen](#)

County:

Search

Resu

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

Search Results

2 registered contractors found, displaying all registered contractors. 1

1000013344 Contractor Del

Contractor Information

Legal Name

BIRDI & ASSOCIATES INC.

Trade Name

License Number(s)

CSLB :980383

Mailing Address

723 EAST GREEN STREET
PASADENA, CA 91101

Physical Address

723 EAST GREEN STREET
PASADENA, CA 91101

Email Address

GWOOD@BIRDI-INC.COM

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	BIRDI CONSTRUCTORS, INC.	1000041105	LOS ANGELES	PASADENA	CSLB:1007478	Active	06/01/2017	06/30/2018
View	BIRDI & ASSOCIATES INC.	1000013344	LOS ANGELES	PASADENA	CSLB:980383	Active	06/01/2017	06/30/2018

v2.20171120

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[Jobs at DIR](#)

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Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
BIRDI & ASSOCIATES INC.	1000013344	LOS ANGELES	PASADENA	CSLB:980383	Active	06/01/2017	06/30/2018

CITY COUNCIL

ITEM NO. 6.10



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 *JN*
Gerry Perez, Construction Manager, CNC Engineering *G.P.*

DATE: May 10, 2018

SUBJECT: Consideration of an Agreement with Quality Light and Electrical for the El Encanto Parking Electrical Repairs project, in an amount not-to-exceed \$59,778.95. (Contract No. DS-18-049-A, Project No. CIP-FAC-18-010-B)

Background:

On February 20, 2018 the City released the project for bidding. This project was bid to procure a contractor to repair underground vaults in the parking area and install new pull boxes, cables, and conduits.

On February 20, 2018, the bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 105 vendors. The bid was viewed by 32 prospective bidders. The appropriate trade journals were notified on February 20, 2018. The bid was advertised on February 22, 2018 and March 1, 2018 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until March 15, 2018 at 11:00 a.m. in the City's Planetbids™ vendor portal. A pre bid job walk was held on March 7, 2018 at 9:00 a.m. located at 555 El Encanto Road, City of Industry, CA 91745.

Discussion:

The bid process closed on March 26, 2018. Six (6) bids were received from the following entities: GA Technical Services, Inc., Kourtis Industries LTD, M. Brey Electric, Inc., Minako America Corporation, LLC, Quality Light and Electrical, and Cybertech Construction Company, LLC. The review of bids found that Quality Light and Electrical, 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 Quality Light and Electrical, is the lowest responsive and responsible bidder. The review of the bids found Kourtis Industries, LLC and Cybertech Construction Company, LLC to be the apparent first and second lowest bidders however, they did not upload their bids to PlanetBids™ and therefore have been determined to be non-responsive. GA Technical Services, Inc., is the third lowest bidder, however the signature on page A-13, Bid Bond, does not match the signature page on page C-6, therefore GA Technical Services, Inc. also has been determined to be non-responsive. The next

apparent low bidder was Quality Light and Electrical.

The following table represents a summary of the bids received:

Bidder	Bid Price
Kourtis Industries, LTD	\$43,780.61
Cybertech Construction Company, LLC	\$54,777.00
GA Technical Services, Inc.	\$54,850.27
Quality Light and Electrical	\$59,778.95
Minako America Corporation	\$111,795.00
M. Brey Electric, Inc.	\$134,906.55

The Engineer's Estimate for this project was \$56,364.00. The bid price from Quality Light and Electrical, was \$59,778.95. The difference is less than 6% and rebidding the project would cost more in administrative costs.

A 10% contingency has been added to the bid price to account for potential and unforeseen project changes, and a 10% appropriation for contract administration and inspection; total cost of the appropriation will be \$71,735.00.

The following table represents a project summary:

Quality Light and Electrical Base Bid	\$59,778.95
Contingency Allowance (10%)	\$5,977.89
Contract Administration/Inspection (10%)	\$5,977.89
Total Sources:	\$71,735.00

Fiscal Impact:

Appropriate \$71,735.00 from the 2015 Sales Tax Bond Proceeds to City Capital Improvements-EI Encanto-Construction Costs (Account No. 120-712-5205).

Recommendation:

- 1) City staff recommends that the City Council consider the results of the EI Encanto Parking Electrical Repairs bid and award the bid to Quality Light and Electrical; and;
- 2) Appropriate \$71,735.00 from the 2015 Sales Tax Bond Proceeds to City Capital Improvements-EI Encanto-Construction Costs (Account No. 120-712-5205).

Exhibits:

- A. Bid Results
- B. Bid Packet (Page A-13 & Pages C-5 through C-12)
- C. Contractor's State of California and Department of Industrial relations License Detail

EXHIBIT A

Bid Results

[Attached]

Bid Results for Project El Encanto Parking Electrical Repairs (CIP-FAC-18-010-B)

Issued on 02/20/2018

Bid Due on March 26, 2018 11:00 AM (Pacific)

Line Totals (Unit Price * Quantity)

Item Description	Unit of Measure	Quantity	Quality Light and Electrical - Unit Price	Quality Light and Electrical - Line Total
1 Mobilization / Demobilization	LS	1	\$5,750.00	\$5,750.00
2 Demolition	SF	310	\$7.10	\$2,201.00
3 Excavation	CY	15	\$520.00	\$7,800.00
4 Backfill	CY	9	\$378.00	\$3,402.00
5 Provide Temporary Power & Lighting	LS	1	\$1,550.00	\$1,550.00
6 Install New Pull Boxes	EA	4	\$4,040.00	\$16,160.00
7 Install New 3" PVC Conduit	LF	10	\$16.00	\$160.00
8 Install New 2" PVC Conduit	LF	104	\$14.00	\$1,456.00
9 Install New 1" PVC Conduit	LF	15	\$12.00	\$180.00
10 Install New 3/4" PVC Conduit	LF	20	\$9.00	\$180.00
11 Install New Wire # 12	LF	610	\$1.00	\$610.00
12 Install New Wire # 10	LF	14160	\$1.25	\$17,700.00
13 Install New Wire # 4	LF	915	\$2.53	\$2,314.95
14 Install Ground Rod	EA	4	\$78.75	\$315.00
			Subtotal	\$59,778.95
			Total	\$59,778.95

Bid Results for Project El Encanto Parking Electrical Repairs (CIP-FAC-18-010-B)
 Issued on 02/20/2018
 Bid Due on March 26, 2018 11:00 AM (Pacific)

Line Totals (Unit Price * Quantity)

Item	Description	Unit of Measure	Quantity	Kourtis Industries		Cybertech Construction		GA Technical Services, Inc.		Quality Light and Electrical		Minako America Corporation		M. Brey Electric, Inc.	
				LTD - Unit Price	LTD - Line Total	Comapny, Inc. - Unit Price	Comapny, Inc. - Line Total	Inc - Unit Price	- Line Total	Electrical - Unit Price	Electrical - Line Total	Corporation - Unit Price	Corporation - Line Total	Electric, Inc - Unit Price	Electric, Inc - Line Total
1	Mobilization / Demobilization	LS	1	\$4,530.30	\$4,530.30	\$6,367.00	\$6,367.00	\$4,500.00	\$4,500.00	\$5,750.00	\$5,750.00	\$17,000.00	\$17,000.00	\$6,390.00	\$6,390.00
2	Demolition	SF	310	\$12.44	\$3,856.40	\$10.00	\$3,100.00	\$12.90	\$3,999.00	\$7.10	\$2,201.00	\$100.00	\$31,000.00	\$114.00	\$35,340.00
3	Excavation	CY	15	\$12.44	\$186.60	\$400.00	\$6,000.00	\$533.33	\$7,999.95	\$520.00	\$7,800.00	\$100.00	\$1,500.00	\$382.00	\$5,730.00
4	Backfill	CY	9	\$108.43	\$975.87	\$150.00	\$1,350.00	\$1,333.33	\$11,999.97	\$378.00	\$3,402.00	\$200.00	\$1,800.00	\$1,380.00	\$12,420.00
5	Provide Temporary Power & Lighting	LS	1	\$725.00	\$725.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$1,550.00	\$1,550.00	\$5,000.00	\$5,000.00	\$13,155.00	\$13,155.00
6	Install New Pull Boxes	EA	4	\$5,017.94	\$20,071.76	\$2,000.00	\$8,000.00	\$1,900.00	\$7,600.00	\$4,040.00	\$16,160.00	\$5,000.00	\$20,000.00	\$7,499.00	\$29,996.00
7	Install New 3" PVC Conduit	LF	10	\$6.99	\$69.90	\$5.00	\$50.00	\$60.00	\$600.00	\$16.00	\$160.00	\$200.00	\$2,000.00	\$68.00	\$680.00
8	Install New 2" PVC Conduit	LF	104	\$5.66	\$588.64	\$5.00	\$520.00	\$19.25	\$2,002.00	\$14.00	\$1,456.00	\$100.00	\$10,400.00	\$66.00	\$6,864.00
9	Install New 1" PVC Conduit	LF	15	\$4.63	\$69.45	\$5.00	\$75.00	\$13.33	\$199.95	\$12.00	\$180.00	\$50.00	\$750.00	\$62.00	\$930.00
10	Install New 3/4" PVC Conduit	LF	20	\$4.40	\$88.00	\$5.00	\$100.00	\$10.00	\$200.00	\$9.00	\$180.00	\$50.00	\$1,000.00	\$60.00	\$1,200.00
11	Install New Wire # 12	LF	610	\$0.62	\$378.20	\$1.50	\$915.00	\$3.28	\$2,000.80	\$1.00	\$610.00	\$1.00	\$610.00	\$1.20	\$732.00
12	Install New Wire # 10	LF	14160	\$0.72	\$10,195.20	\$1.50	\$21,240.00	\$0.53	\$7,504.80	\$1.25	\$17,700.00	\$1.00	\$14,160.00	\$1.31	\$18,549.60
13	Install New Wire # 4	LF	915	\$1.47	\$1,345.05	\$4.00	\$3,660.00	\$3.72	\$3,403.80	\$2.53	\$2,314.95	\$5.00	\$4,575.00	\$2.33	\$2,131.95
14	Install Ground Rod	EA	4	\$175.06	\$700.24	\$100.00	\$400.00	\$210.00	\$840.00	\$78.75	\$315.00	\$500.00	\$2,000.00	\$197.00	\$788.00
Subtotal					\$43,780.61		\$54,777.00		\$54,850.27		\$59,778.95		\$111,795.00		\$134,906.55
Total					\$43,780.61		\$54,777.00		\$54,850.27		\$59,778.95		\$111,795.00		\$134,906.55

EXHIBIT B

Bid Packet (Page A-13 & Pages C-5 through C-12)

[Attached]

BID BOND

Bond No.: CMGB0002481

PROJECT NO. CIP-FAC-18-010-B
EL ENCANTO PARKING ELECTRICAL REPAIRS
AGREEMENT NO. DS-18-049-A

KNOW ALL MEN BY THESE PRESENTS that we Espinoza Electric dba Quality Light and Electrical as BIDDER, and Argonaut Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Industry ("CITY"), in the penal sum of Ten Percent of the Greatest * [IN WORDS] dollars (\$10% of G. A. B.), which is 10 percent of the total amount bid by BIDDER to CITY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 19th day of March, 2018

BIDDER:
Name: Espinoza Electric dba Quality Light and Electrical

Address: 11055 Alder Ave., Bloomington, CA 92316

By: GREG BOLINGER

Signature: 

Type Name and Title: GREG BOLINGER
CORPORATE SECRETARY

SURETY:
Name: Argonaut Insurance Company

Address: C/o CMGIA - 20335 Ventura Blvd. Suite 426, Woodland Hills, CA 91364

By: Gabriella Grady

Signature: 

Type Name and Title: Gabriella Grady, Attorney-In-Fact

* Amount Bid

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$10,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company
by: [Signature]

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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



[Signature]
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 19th day of March, 2018.



[Signature]
Sarah Heineman, VP-Underwriting Surety

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 MAR 19 2018 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared GABRIELLA GRADY
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ 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 or Conservator
- Other: _____

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

Signer Is Representing: _____

Signer Is Representing: _____

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-FAC-18-010-B

EL ENCANTO PARKING ELECTRICAL REPAIRS

AGREEMENT NO. DS-18-049-A

BIDDER: QUALITY LIGHT AND ELECTRICAL

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 / DEMOBILIZATION	1	LS		
2.	DEMOLITION	310	SF		
3.	EXCAVATION	15	CY		
4.	BACKFILL	9	CY		
5.	PROVIDE TEMPORARY POWER & LIGHTING	1	LS		
6.	INSTALL NEW PULL BOXES	4	EA		
7.	INSTALL NEW 3" PVC CONDUIT	10	LF		
8.	INSTALL NEW 2" PVC CONDUIT	104	LF		
9.	INSTALL NEW 1" PVC CONDUIT	15	LF		
10.	INSTALL NEW 3/4" PVC CONDUIT	20	LF		
11.	INSTALL NEW WIRE #12	610	LF		
12.	INSTALL NEW WIRE #10	14,160	LF		
13.	INSTALL NEW WIRE #4	915	LF		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
14.	INSTALL GROUND ROD	4	EA		
				GRAND TOTAL	

I hereby certify that on MARCH 16, 2018, BRANDON BOLINGER
(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:

QUALITY LIGHT AND ELECTRICAL
 CONTRACTOR NAME

QLE@QLE-C10.COM
 EMAIL ADDRESS

1000001424
 DIR #

GREG BOLINGER
 PRINT NAME


 SIGNATURE

BIDDER'S INFORMATION SHEET

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

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

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.
- W* 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 20 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.

QUALITY LIGHT AND ELECTRICAL

Bidder

11055 ALDER AVE.

Mailing Address

BLOOMINGTON CA 92316

City/State/Zip

(909) 421-8668

Telephone

909 421-1331

Fax

Signature

GREG BOLINGER

Print Name

CORPORATE SECRETARY

Title

678751, C-10, B

License No./Class

10/31/19

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

ESPINOZA ELECTRIC INC

DBA QUALITY LIGHT AND ELECTRICAL

JUANITA BOLINGER, PRESIDENT

GREG BOLINGER, CORPORATE SECRETARY

"SEE ATTACHMENT
FOR NOTARY"

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 SAN BERNARDINO

YASHESH C. PATEL, NOTARY PUBLIC

On MARCH 29, 2018 before me, _____

Date

Here Insert Name and Title of the Officer

personally appeared GREG BOLINGER

GREG BOLINGER

Name(s) of Signer(s)

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

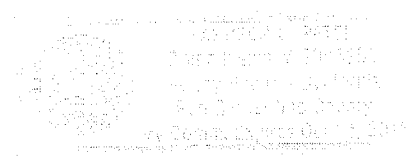
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

[Handwritten Signature]

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ 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 or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

CITY OF INDUSTRY
PROJECT NO. CIP-FAC-18-010-B

EL ENCANTO PARKING ELECTRICAL REPAIRS

AGREEMENT NO. DS-18-049-A

GREG BOLINGER _____, being first duly sworn, deposes and says that
Name

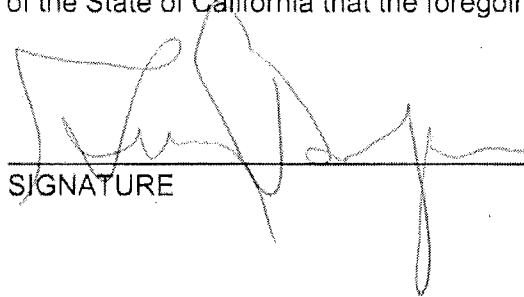
he or she is CORPORATE SECRETARY, of QUALITY LIGHT AND ELECTRICAL
Title Name of Firm

678751 C10, B
License Number Classification
10/31/19
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.

MARCH 16, 2018
DATE


SIGNATURE

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. CIP-FAC-18-010-B

EL ENCANTO PARKING ELECTRICAL REPAIRS

AGREEMENT NO. DS-18-049-A

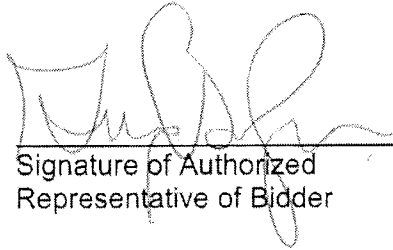
QUALITY LIGHT AND ELECTRICAL

certifies that:

Bidder

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

ELECTRICAL



Signature of Authorized
Representative of Bidder

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. CIP-FAC-18-010-B

EL ENCANTO PARKING ELECTRICAL REPAIRS

AGREEMENT NO. DS-18-049-A

CONTRACTOR:

QUALITY LIGHT AND ELECTRICAL

BUSINESS ADDRESS:

11055 ALDER AVE.

BLOOMINGTON CA 92316

In submitting this bid for the project:

I, GREG BOLINGER, 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 BLOOMINGTON

California, this 16 day of MARCH, 2018.



SIGNATURE

SUBCONTRACTORS LISTING

CITY OF INDUSTRY
PROJECT NO. CIP-FAC-18-010-B

EL ENCANTO PARKING ELECTRICAL REPAIRS

AGREEMENT NO. DS-18-049-A

(See Paragraph 14 - Instructions to Bidders)

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

NONE

EXHIBIT C

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

[Attached]

Supplier Profile

State of California Certification



Certification ID : 30408

Legal Business Name
ESPINOZA ELECTRIC
Doing Business As (DBA) Name1:
QUALITY LIGHT & ELECTRICAL
Doing Business As (DBA) Name2:

Address
11055 ALDER AVE
BLOOMINGTON
CA 92316

Email:
(mailto:)

Office Phone Number
909/421-8668

Total No. of Employees
5

Business Fax Number
909/421-1331

Business Types:
Construction , Non-Manufacturer , Service

Business Web Address
()

Notification Preference

Service Areas
Los Angeles , Orange , Riverside , San Bernardino , San Diego , Ventura

[View Keywords](#)

[View Classifications](#)

[View SB](#)

[Amend SB](#)

[Apply as Disabled Veteran Business Enterprise \(DVBE\)](#)

Active Certifications

?

Certification Type	Application Date	Status	Status Date/Time	From	To	Cancel
SB(Micro)	06/16/2017	Approved	06/16/17 1:12PM	06/16/2017	06/30/2019	

Certification History

?

[\(http://www.dgs.ca.gov/\)](http://www.dgs.ca.gov/)

[\(http://www.fiscal.ca.gov/\)](http://www.fiscal.ca.gov/)



Printed on: 11/1/2017 11:27:58 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 30408**Email Address:****Legal Business Name:**
ESPINOZA ELECTRIC**Business Web Page:****Doing Business As (DBA) Name 1:**
QUALITY LIGHT & ELECTRICAL**Business Phone Number:**
909/421-8668**Doing Business As (DBA) Name 2:****Business Fax Number:**
909/421-1331**Address:**
11055 ALDER AVE
BLOOMINGTON
CA 92316**Business Types:**
Construction , Non-Manufacturer , Service

Certification Type	Status	From	To
SB	Approved	06/16/2017	06/30/2019

Stay Informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



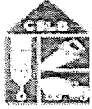
License Number: **678751** License Type: **CORP**
Business Name: **ESPINOZA ELECTRIC DBA
QUALITY LIGHT AND ELECTRICAL**

Classification: **C10 B**

Expiration Date: **10/31/2019**

Website: www.cslb.ca.gov





CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 678751

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.
Under B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 11/1/2017 11:36:06 AM

Business Information

ESPINOZA ELECTRIC
dba QUALITY LIGHT AND ELECTRICAL

11055 ALDER AVE
BLOOMINGTON, CA 92316
Business Phone Number:(909) 421-8668

Entity Corporation
Issue Date 10/12/1993
Expire Date 10/31/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL
B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: SC6009141
Bond Amount: \$15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual GREGORY SCOTT BOLINGER 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: 10/12/1993

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number: 9051143
Effective Date: 04/01/2013
Expire Date: 04/01/2018
Workers' Compensation History

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

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
ESPINOZA ELECTRIC	100001424	SAN BERNARDINO	BLOOMINGTON	05/08/2017	06/30/2018

CITY COUNCIL

ITEM NO. 6.11



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 *JN*
Gerardo Perez, Construction Manager, CNC Engineering *GP*

DATE: May 10, 2018

SUBJECT: Consideration of Change Order No. 1, and Notice of Completion for the 2016 Clean Out of Storm Water Treatment Devices project, with United Storm Water, Inc., (Project No. CITY-1425)

Background:

On October 12, 2017, the City Council awarded Contract No. CITY-1425, 2016-2017 Cleanout of Storm Water Treatment Devices, in the amount of \$85,838.50 to United Storm Water, Inc. This project consisted of removing and disposing of accumulated solids by vacuum from 109 storm water treatment devices at various locations throughout the City.

After the contract was awarded, additional work was incurred due to additions to the contract not previously identified in the contract specifications nor the project plans.

- **Change Order No. 1** - During the course of cleaning out the storm water treatment devices, City Staff requested the cleanout of four (4) utility vaults. The Contractor agreed to perform the work at the unit price bid of \$787.50 per unit. The total additional cost is \$3,150.00.

As of January 31, 2018, City Contract Staff determined that all work has been completed and all solids have been disposed of by the Contractor. All 109 storm water treatment devices per contract were cleaned including the four (4) additional utility vaults and photo documentation has been received in accordance with the contract. JMD has inspected the sites and found all work has been completed per the contract documents.

Discussion:

The table below details the complete project costs for CITY-1425.

Contract (United Storm Water, Inc.)	\$85,838.00
Change Order No. 1	\$3,150.00
Professional Services for Design, (CNC Engineering)	\$24,231.00
Professional Services for Construction Management (Cordoba Corporation) (5%)	\$4,292.00
Professional Services for Construction Inspection (JMD) (5%)	\$4,292.00
Total Project Cost	\$121,803.00

Fiscal Impact:

On October 12, 2017, the City Council appropriated \$103,006.20 to Project No. CITY-1425, 2016 Cleanout of Storm Water Treatment Devices. The funds were budgeted as part of the 2017-2018 Fiscal Year adopted budget under General Fund – Other Contracted Services – Storm Drains (Account No. 100-624-7020).

Total project costs are **\$121,803.00**, which include design, construction management and inspection services. Additional appropriations of \$18,797.00 from 2015 Bond Proceeds to General Fund–Other Contracted Services–Storm Drains (Account No. 100-624-7020).

The following table presents a summary of the sources:

General Fund – 2017-2018 Fiscal Year – Other Contracted Services – Storm Drains (Account No. 100-624-7020) Budget	\$103,006.00
Additional funding – from the 2015 Sales Tax Revenue Bond Proceeds	\$18,797.00
Total Sources	\$121,803.00

Recommendation:

- 1.) Approve Change Order No. 1 in the amount of \$3,150.00 and authorize the Mayor or his designee to execute the approve change order;
- 2.) Accept the work performed by United Storm Water, Inc. for the amount of \$88,988.50;
- 3.) Appropriate \$18,797.00 from 2015 Bond Proceeds to General Fund – Other Contracted Services – Storm Drains (Account No. 100-624-7020);

- 4.) Authorize the City Engineer or his designee to execute the Notice of Completion and;
- 5.) Authorize the City Clerk to file a Notice of Completion for Project No. CITY-1425 2016 Clean out of Storm Water Treatment Devices.

Exhibits:

- A. Change Order No. 1 dated May 10, 2018
 - B. Notice of Completion dated May 10, 2018
-

TH/JN/GP;jv

EXHIBIT A

Change Order No. 1 dated May 10, 2018

[Attached]

CITY OF INDUSTRY

CHANGE ORDER

15651 E. Stafford St.
 City of Industry, CA 91744
 (626)333-2211

Change Order No. 1

Project 2016 Cleanout of Storm water Treatment Devices Contract No. 1425 Date 05/10/18

Type _____ Contractor United Storm Water Inc.

Project CIP

Location Throughout the City

Explanation:

During cleanout operations, (4) additional utility devices were requested by City staff to be vacuumed and cleaned out.

Extra Work by: X Contract Items _____ Negotiated _____ T & M _____

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Vacuum Clean utility devices	4	\$787.50	\$3,150.00	
TOTAL COST				\$3,150.00	

T & M SUMMARY

*Labor Cost		Total Labor per Day	
*Equipment Cost (See attached breakdown)		Total Equipment per Day	
*Material Cost		Sub-Total	\$ -
(*Attach breakdown of labor, equipment and materials)			
CHANGE ORDER SUMMARY	% of Contract Amount	Other Additive (Profit & Bond Fee)	
Original Contract Amount	\$ 85,838.50	Total T & M	\$ -
Total Previous Change Orders	0.00%		
Total Change Orders	\$ 3,150.00 3.67%	Pay This CHANGE ORDER	\$3,150.00 3.67%

Authorized by _____ Additional Contract Days _____

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order.

The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

Ramon Masjuan 4.24.18
 Contractor Representative Date
Joshua Nelson 4/26/18
 Joshua Nelson - Contract City Engineer Date

Troy Helling, Acting City Manager _____ Date
Gerardo Perez 4/26/18
 Gerardo Perez, Sr. Construction Manager Date



14000 East Valley Blvd. • City of Industry, CA 91746-2801
 (877) 71-STORM • Fax (626) 961-3166

UNITED STORM WATER, Inc.
Protecting Our Water Resources

INVOICE

INVOICE
CUSTOMER
 Service Contract
 Project Name

SW33585.1
 CIIN20000

BILL TO ADDRESS
 CITY OF INDUSTRY PUBLIC WORKS
 15625 E. STAFFORD ST.
 INDUSTRY, CA 91744

JOB SITE ADDRESS
 CITY OF INDUSTRY PUBLIC WORKS
 15625 E. STAFFORD ST.
 INDUSTRY, CA 91744

SCOPE OF WORK :

DATE
 1/31/2018

CONTRACT/P.O.#

SALES CODE
 RAMON MENJIVAR

NET TERMS:
 NET30

MANIFEST # MANUAL WORK ORDER

QTY.	UNIT	DESCRIPTION	DATE	W.O.#	UNIT PRICE	TOTAL AMT.
4	EACH	Item 2: Cleanout Stormwater	12/19/17	SWO44700	787.50	3,150.00

SALES TAX: -
BALANCE DUE: 3,150.00

EXHIBIT B

Notice of Completion dated May 10, 2018

[Attached]



CITY OF INDUSTRY

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

15625 East Stafford Street, City of Industry, CA 91744

Notification of Construction Completion

Project: 2016 Cleanout of Storm Water Treatment Devices

Date: May 10, 2018

Contract

Contract No.: CITY-1425

Contractor: United Storm Water Inc.

As a result of an inspection conducted on 1/31/2018, the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

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

Accepted by Contractor	<i>Ramon Manjivar</i>	<i>[Signature]</i>	Senior Project Manager	4-24-2018
	Printed Name	Signature	Title	Date

Recommended by Project Inspector	Kourosh "Tony" Farrahi	<i>[Signature]</i>	JMDiaz Inspector	4-24-2018
	Printed Name	Signature	Title	Date

Recommended by Project Manager	Gerardo Perez	<i>[Signature]</i>	Sr. Construction Manager	4/26/18
	Printed Name	Signature	Title	Date

Recommend by Public Agency	Joshua Nelson	<i>[Signature]</i>	Contract City Engineer	4/26/18
	Printed Name	Signature	Title	Date

Approved by Public Agency	Troy Helling		Acting City Manager	
	Printed Name	Signature	Title	Date

RECORDING REQUEST

and WHEN RECORDED, MAIL TO:

Agency CITY OF INDUSTRY

Mailing 15625 East Stafford Street
Address Attention: Joshua Nelson
City City of Industry
State, Zip California 91744

THIS SPACE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is given that work was completed on that certain work known as Project No. CITY-1425, 2016 Cleanout of Storm Water Treatment Devices, City of Industry, CA 91744, County of Los Angeles, for the undersigned agency and said work was accepted as complete on May 10, 2018. The contractor on said job was United Storm Water Inc., 14000 East Valley Blvd. City of Industry, Ca 91746.

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

City of Industry

By Joshua Nelson, Contract City Engineer

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

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

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

Joshua Nelson, Contract City Engineer

Subscribed and sworn to (or affirmed) before me on this 10th day of May 2018, by Joshua Nelson, Contract City Engineer, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Date)

(Notary Signature)

(Seal)

CITY COUNCIL

ITEM NO. 6.12



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 *JN*
Gerardo Perez, Construction Manager, CNC Engineering *G.P.*

DATE: May 10, 2018

SUBJECT: Consideration of Change Orders Nos. 2 and 3, for Phase 1 Hudson (YAL) Building Tenant Improvements, with Golden Gate Construction (Contract No. CITY-1441)

Background:

On January 11, 2018, the City Council awarded Contract No. CITY-1441 for Phase 1 Hudson (YAL) Tenant Building Improvements to Golden Gate Steel, Inc. and appropriated \$245,158.32 to the project. This project includes interior and exterior tenant improvements. Work will include the installation of new 2' x 4' and 2' x 2' flat panel LED fixtures, removal and replacement of carpet and base, removal and replacement of asbestos containing vinyl flooring and mastic, replacement of entrance doors, replacement of ceiling tiles, installation of owner supplied new exterior awnings, upgrades to door hardware, interior and exterior painting, removal and replacement of new supply and return registers, repairs to existing foil insulation and other minor improvements.

Discussion:

After the project was awarded, the Contractor was issued revised plans with changes which were not included in of the original contract.

As of May 1, 2018, the Contract City Engineer reviewed the following change orders for completeness and accuracy as to the materials and labor included:

- **Change Order Request No. 1:** The Contractor was issued a plan revision to add the existing storage room to the interior tenant improvements. This included removal of the existing flooring including asbestos abatement, new flooring, paint and replacement of the existing lights. Prior to starting the work, City Staff decided to cancel this work.
- **Change Order No. 2:** Also part of the plan revision, the Contractor was asked to

remove an existing non-bearing wall (see attached sketch). The Contractor submitted a cost in the amount of \$3,209.72 to remove the existing wall including asbestos abatement under the wall and remove and relocate an existing electrical switch and outlets and reconnect the existing light fixtures.

- **Change Order No. 3:** After the asbestos abatement was complete, City Staff requested additional removal of various non-bearing walls including asbestos abatement (see attached sketch) and removal of existing electrical switches, outlets, data ports and wiring. In addition to the removal of walls, City Staff also requested removal of the existing T-Bar grid system and ceiling panels and installation of carpet in all vinyl floor areas. The cost to perform this work totals \$21,537.49. Because the ceiling panels will not be installed, a credit of \$9,826.00 will be reflected in the final quantities.

Fiscal Impact:

On January 11, 2018, City Council awarded \$204,298.36 to Golden Gate Steel Inc.

Table 1 - Summary of Project Costs

Contract Amount	\$204,298.36
Change Order No. 1	\$ 0
Change Order No. 2	\$3,209.72
Change Order No. 3	\$21,537.49
Revised Project Cost	\$229,045.57

The revised contract amount including Change Orders 1-3 totals, \$229,045.57. An additional cost of \$24,747.21 or a 12.11% increase from the original project contract amount. At this time no additional appropriations are required.

Recommendation:

- 1.) Approve Change Order No. 2 in the amount of \$3,209.72 and authorize the Mayor to execute the approved change order; and
- 2.) Approve Change Order No. 3 in the amount of \$21,537.49 and authorize the Mayor to execute the approved change order.

Exhibit:

- A. Change Order Nos. 2 and 3 dated May 10, 2018

EXHIBIT A

Change Order Nos. 2 and 3 dated May 10, 2018

[Attached]

CITY OF INDUSTRY

CHANGE ORDER

15651 E. Stafford St.
 City of Industry, CA 91744
 (626)333-2211

Change Order No. 2

Project Phase 1 Hudson (YAL) Building Tenant Improvements Contract No. CITY-1441 Date May 10, 2018

Type Building Modification Contractor Golden Gate Steel, Inc.

Location 204 Hudson Ave.

Explanation:

Contractor was issued a plan revision to remove an existing wall (see attached plan) and includes additional asbestos abatement under the wall and relocation of electrical switches/outlets and reconnection of light fixture.

Extra Work by: Contract Items X Negotiated T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:


ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Demo existing wall, asbestos abatement under wall, remove & relocate electrical switches	1	LS	\$3,209.72	
TOTAL COST				\$3,209.72	

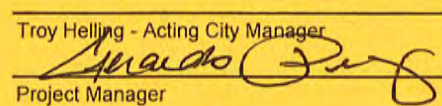
T & M SUMMARY

*Labor Cost	Total Labor per Day
*Equipment Cost (See attached breakdown)	Total Equipment per Day
*Material Cost	Sub-Total \$ -
(*Attach breakdown of labor, equipment and materials)	
CHANGE ORDER SUMMARY	% of Contract Amount
Original Contract Amount \$ 204,298.36	Other Additive (Profit & Bond Fee)
Total Previous Change Orders \$ - 0.000%	Total T & M \$ -
Total Change Orders \$ 3,209.72 1.57%	Pay This CHANGE ORDER \$3,209.72 1.57%

Authorized by _____ Additional Contract Days 2

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.


 Contractor Representative
 Joshua Nelson - Contract City Engineer
 Date 4/26/18


 Troy Helling - Acting City Manager
 Project Manager
 Date 4/26/18



GOLDEN GATE CONSTRUCTION

14775 Carmenita Road Norwalk, CA 90650
Lic. #776708 (562) 210-8108 Fax: (844) 272-9660

Change Order Request Form

Project Name: Phase 1 Hudson (YAL) Building Tenant Improvements

COR No.: 2

Project Address: 205 Hudson Ave. City of Industry, CA 91744

Date: 4/9/2018

Project Manager / Owner: Jim Goff / CNC Engineering

Change Description: Remove Existing walls.

Change Scope of Work: Additional Items

Item	Description	QTY	UNIT	COST	AMOUNT
Demo&Abatement	Demo of Existing Walls and Abatement under the wall	1	LS	\$1,500.00	\$1,500.00
Electric	Electrical work to remove and relocate existing switch	1	LS	\$1,209.77	\$1,209.77
	outlets and reconnection new light fixtures				
Overhead & Profit	General Contractor Overhead & Profit	15	%	\$406.47	\$406.47
	Sub Total				\$3,116.24
Bond	Bond	3	%	\$93.49	\$93.49
Total					\$3,209.72

MEMO

Submitted by: Rick Chung

Approved by: _____

Title: Project Manager

Name & Title: _____



CONTRACTORS INC.
ENVIRONMENTAL SPECIALISTS

April 09, 2018

Golden Gate Construction
6481 Orangethorpe Ave. Suite 26
Buena Park, CA. 90620
Attn: Rick Chung

RE: Drywall removal of office wall – 256sf to access floor tile.

A & V Contractors proposes to furnish Labor, Materials, Tools, Equipment and Supervision to remove Asbestos Materials listed below. The work is on a lump sum, which includes personnel air sampling and disposal of waste.

Removal of Asbestos materials shall be in compliance with South Coast AQMD, CAL.OSHA and local regulatory agencies. Work will be in accordance with accepted work practices.

SCOPE:

1. Removal of drywall – 256sf. (**and studs if necessary**) for tile/mastic removal from one wall adjacent to lobby area (wall is already marked demo)
2. Patch ceiling for proper containment.
3. Water and Power to be supplied by Owner.
4. Third Party monitoring provided by County.
5. Slight paint damage may occur from containment set-up, NO patch in bid.
6. All work to be performed during normal working hours Monday thru Friday.
7. Wages based on Prevailing wages.
8. Payment in Full upon receipt of invoice – net 20 days.
9. Proposal valid for 30 days.
10. Bonding available at 3% of contract.
11. A&V Contractors Inc is signatory to Laborers Local 300.
12. **If A&V Contractors Inc has to “remobilize” for tile/mastic, Additional cost will be submitted.**

CHANGE ORDER - \$1,500.00

Any additional questions regarding the above, please feel free to contact me.

SUBMITTED: A & V CONTRACTORS INC.

Tim Velarde

1531 W. Commonwealth Ave. Fullerton, CA. 92833, (714) 525-3503, FAX (714) 525-3509
SBE #38709, DOSH #643, License #845252

(1) Additional work / Change order

KP ELECTRIC CO. INC.
8239 HENDERSON GREEN. BUENA PARK, CA 90621

Project Name : Phase 1 Hudson Building (YAL) Building Tenant

Date : Monday, April 9, 2018

To : Golden Gate Construction

From: SHIN KANG/ KP ELECTRIC CO. INC.

Order Description :

- 1 Remove existing switch and connect light fixture to existing light switch
- 2 Remove existing outlets and stand-by at J-box above the ceiling on the walls that is being removed.
- 3 Relocate one of the outlet to the back wall.
- 4 Remove existing alarm control and stand-by at J-box above the ceiling on the walls that is being removed.
- 5

Work Order Summary

No.	Item	Description	Unit	Q'ty	U/price	Extention	Remarks
1	Materials						
			LS	1		\$ -	
2	Labor	Electricians	MH	16	\$ 72.01	\$ 1,152.16	
		Sub total				\$ 1,152.16	
3		Overhead & Profit				\$ 57.61	5%
		Total				\$ 1,209.77	


Received by :

Signature/Date

Approved by :

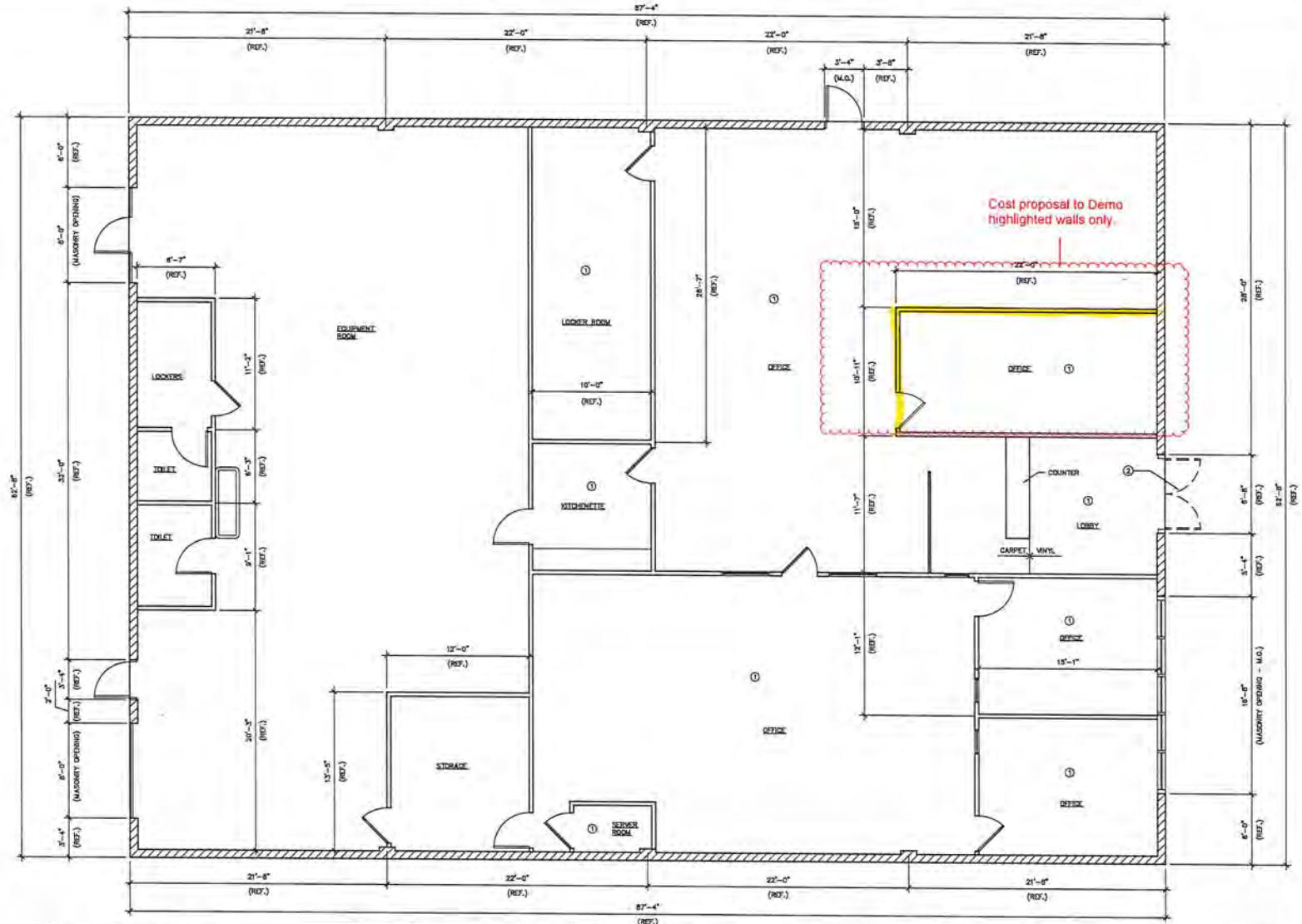
Signature/Date

LEGEND

-  8" CONCRETE BLOCK WALL (TO REMAIN)
-  WOOD STUD AND GYPSUM BOARD WALL (TO REMAIN)

NOTES

1. REMOVE EXISTING CARPET AND FLOOR BASE OR VINYL TILE IN THE ROOMS INDICATED. PREPARE FLOOR SURFACE AS REQUIRED BY SANDING AND APPLYING A SKIM COAT OF SELF-LEVELING UNDERLAYMENT IN EXPOSED CONCRETE AREAS. EXISTING VINYL FLOORING TO BE REMOVED THROUGHOUT AREA. ABATE VINYL TILE MASTIC UNDER THE FLOOR TILE. REMOVAL OF THE MASTIC SHALL BE BY A CALIFORNIA LICENSED ASBESTOS ABATEMENT CONTRACTOR AND DISPOSED OF APPROPRIATELY UNDER HAZARDOUS WASTE MANIFEST.
2. REMOVE STOREFRONT ENTRY DOORS



NO.	DATE	REVISIONS	DR. BY	DESIGNED BY	CHECKED BY	DATE



CITY OF INDUSTRY
 INCORPORATED AVE. 18, 1921
 P.O. Box 1288, City of Industry, CA 91744
 Administrative Office: 1525 E. Street Street
 (929) 303-2211

APPROVED BY: 

ROBERT SAMUEL, CITY ENGINEER DATE: 09.15.2017


CORDOBA CORPORATION
 1811 E. 17TH ST., SANTA ANA, CA 92705
 714.558.8124 PH - 714.553.8467 FAX

CITY OF INDUSTRY
 HUDSON (YAL) BUILDING TENANT IMPROVEMENTS (PHASE 1)
 205 HUDSON AVE
 CITY OF INDUSTRY, CA 91744

EXISTING AND DEMOLITION FLOOR PLAN

JOB NO.	
DATE	09.15.2017
SCALE	1/4" = 1'-0"
PROJECT NO.	
	3 OF 5

CITY OF INDUSTRY

CHANGE ORDER

15651 E. Stafford St.
 City of Industry, CA 91744
 (626)333-2211

Change Order No. 3

Phase 1 Hudson (YAL) Building Tenant
Project Improvements **Contract No.** CITY-1441 **Date** May 10, 2018

Type
Project Building Modification **Contractor** Golden Gate Steel, Inc.

Location 204 Hudson Ave.

Explanation:

Remove additional existing walls, asbestos abatement of tile and mastic below, remove all existing T-Bar grid system and panel, and electrical reconfiguration on the wall area only. Install carpet in lieu on vinyl tile

Extra Work by: Contract Items X T & M
 Negotiated

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Remove additional existing walls, tile abatement, remove all T-Bar & electric reconfiguration, install carpet	1	LS	\$21,537.49	
TOTAL COST				\$21,537.49	

T & M SUMMARY

*Labor Cost		Total Labor per Day	
*Equipment Cost (See attached breakdown)		Total Equipment per Day	
*Material Cost		Sub-Total	\$ -
(*Attach breakdown of labor, equipment and materials)			
CHANGE ORDER SUMMARY	% of Contract Amount	Other Additive (Profit & Bond Fee)	
Original Contract Amount	\$ 204,298.36	Total T & M	\$ -
Total Previous Change Orders	\$ 3,209.72 1.57%		
Total Change Orders	\$ 24,747.21 12.11%	Pay This CHANGE ORDER	\$21,537.49 10.54%

Authorized by _____ Additional Contract Days 30

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

[Signature] 4/26/18
 Contractor Representative Date
[Signature] 4/26/18
 Joshua Nelson - Contract City Engineer Date

[Signature] 4/26/18
 Troy Helling - Acting City Manager Date
[Signature]
 Project Manager Date



GOLDEN GATE CONSTRUCTION

14775 Carmenita Road Norwalk, CA 90650
Lic. #776708 (562) 210-8108 Fax: (844) 272-9660

Change Order Request Form

Project Name: Phase 1 Hudson (YAL) Building Tenant Improvements

COR No.: 3

Project Address: 205 Hudson Ave. City of Industry, CA 91744

Date: 4/18/2018

Project Manager / Owner: Jim Goff / CNC Engineering

Change Description: Remove Additional Existing Walls, Abatement of Tile and Mastic Below, Remove all existing

T-Bar grid system and panel, and Electric reconfiguration on the wall area only.

Change Scope of Work: Additional Items

Item	Description	QTY	UNIT	COST	AMOUNT
Demo&Abatement	Demo of Existing Walls, Abatement under the walls and Remove T-Bar grid system and Panels	1	LS	\$14,930.00	\$14,930.00
Flooring	Furnish and Install Carpet in lieu of Vinyl Flooring	1	LS	\$566.00	\$566.00
Electric	Electrical work to remove and relocate existing switch outlets and reconnection new light fixtures	1	LS	\$2,686.77	\$2,686.77
Overhead & Profit	General Contractor Overhead & Profit	15	%	\$2,727.42	\$2,727.42
	Sub Total				\$20,910.19
Bond	Bond	3	%	\$627.31	\$627.31
Total					\$21,537.49

MEMO

Submitted by: Rick Chung

Approved by: _____

Title: Project Manager

Name & Title: _____



April 17, 2018

Golden Gate Construction
6481 Orangethorpe Ave. Suite 26
Buena Park, CA. 90620
Attn: Rick Chung

RE: Extra wall demo to access VAT, T-bar grid & tiles removal.

A & V Contractors proposes to furnish Labor, Materials, Tools, Equipment and Supervision to remove Materials listed below. The work is on a lump sum, which includes personnel air sampling and disposal of waste.

Removal of Asbestos materials shall be in compliance with South Coast AQMD, CAL.OSHA and local regulatory agencies. Work will be in accordance with accepted work practices.

SCOPE:

1. Bid #1 - Removal of drywall as per drawing emailed by Rick Chung. Studs to remain except for lower cut-out (exposing tile and keeping containment intact). No abatement in bid #1.
2. Bid #2 – Removal of VAT/mastic, wet wipe and encapsulate area - **after drywall is removed.** (Containment to be intact) If containment needs repair, work area will be assessed and additional cost submitted accordingly.
3. Bid #3 – Removal of T-bar grid and ceiling tiles and HVAC grids. Duct work to remain in place. A&V will need a designated area for a 40yard dumpster. No abatement in bid #3.
4. Bid #1 & #3 to be performed under general construction guidelines. Bid #2 to be performed under SCAQMD rule 1403 guidelines.
5. Water and Power to be supplied by Owner.
6. Third Party monitoring provided by County.
7. Slight paint damage may occur from containment set-up, NO patch in bid.
8. All work to be performed during normal working hours Monday thru Friday.
9. Wages based on Prevailing wages.
10. Payment in Full upon receipt of invoice – net 20 days.
11. Proposal valid for 30 days.
12. Bonding available at 3% of contract.
13. A&V Contractors Inc is signatory to Laborers Local 300.

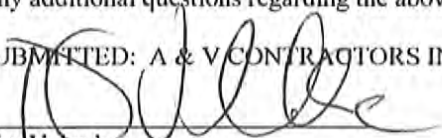
Bid #1 – \$4,750.00

Bid #2 - \$3,200.00 (based on containment intact – NO repairs)

Bid #3 - \$6,980.00

Any additional questions regarding the above, please feel free to contact me.

SUBMITTED: A & V CONTRACTORS INC.


Tim Velarde



Project: Hudson TI **Work Category:** Flooring
To: Golden Gate Construction **Attn:** Rick Chung
From: Donald M. Hoover Co. **By:** Liz Carter
Date Generated: 4/17/2018 **COR Number:** 2 Revised Plan

Description of Work: _____ **Reference RFI No.** _____ **RFP No.** _____
 Per revised plan omitting walls and LVT - Furnish and install carpet tile and base throughout entire project.

	Hoover Extra Work	Sub Extra Work	Hoover Credit Enter Negative Numbers
A. Material (attach itemized quantity and unit cost plus sales tax)	2,702.30	-	(2,188.12)
B. Labor (attach itemized labor classification, hours and rates)	573.60	-	(673.60)
C. Equipment (attach itemized list)	-	-	-
D. Subtotal	3,275.90	-	(2,761.72)
E. If Subcontractors perform Work , add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed (15%) of item D,			-
F. Social Security & UEI taxes NTE as follows: FICA@6.2% wage ceiling \$84,900; Medicare @ 1.45%; FUTA@ .8% wage ceiling of \$7000; ETT and SUI @ 2.3% wage ceiling of \$7000 Workers Comp @5.94%, Total not to exceed 16.69% (Note: Modifications to these percentages will be evaluated and possibly modified on a case-by-case basis only and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations).			-
G. Subtotal	Incl. in Labor Rate 3,275.90	-	(2,761.72)
H. From line G , the Trade Contractor's overhead and profit including Liability & Property Damage, not to exceed (10%) for self performed work and not to exceed (5%) of subcontractor performed work.	51.42	-	-
I. Subtotal	565.59	-	(2,761.72)
J. Bond not to exceed (1%) of item I.			-
K. Total			
Grand Total	\$ 565.59	\$ -	\$ (2,761.72)

The proposal would Increase Decrease \$566.00

Contractor	Signature	Date

(2) Additional work / Change order

KP ELECTRIC CO. INC.

8239 HENDERSON GREEN. BUENA PARK, CA 90621

Project Name : Phase 1 Hudson Building (YAL) Building Tenant Improvements

Date : Monday, April 16, 2018

To : Golden Gate Construction

From: SHIN KANG/ KP ELECTRIC CO. INC.

Order Description :

- 1 Remove Existing Switch, Outlet, and Data.
- 2 Remove Existing Wiring All The Way To The Source Panel.

Work Order Summary

No.	Item	Description	Unit	Q'ty	U/price	Extention	Remarks
1	Materials						
			LS	1		\$ -	
2	Labor	Electricians	MH	32	\$ 73.01	\$ 2,336.32	
		Sub total				\$ 2,336.32	
3		Overhead & Profit				\$ 350.45	15%
		Total				\$ 2,686.77	

Received by :

Signature/Date

Approved by :

Signature/Date

CITY COUNCIL

ITEM NO. 6.13



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) *JN*

DATE: May 10, 2018

SUBJECT: Presentation and discussion regarding the Temple Avenue and Azusa Avenue Trail Project and payments to San Gabriel Valley Conservation Corps for the Industry Trail Maintenance

Background:

The Industry Trail (Trail) is approximately 2.5 miles long and runs adjacent to Temple Avenue and Azusa Avenue. It is well used by hikers and joggers of all skill levels. Due to most of the trail being elevated from street level and the presence of trees, street lights do not illuminate the trail. There is evidence of users using the slopes at several locations to access the trail from the street level.

In 2016, an access stairway connecting the sidewalk at street level to the Trail was constructed near the intersection of Temple Avenue and Valinda Avenue.

Currently there are a number of projects in various stages relating to the Trail improvement. These are summarized in the table below, with more details following.

No.	Project Title	Status
1	Trail Grading (Phase A)	Under construction
2	Trail Lighting Project	Awarded to Aldridge Electric, Inc; Notice to Proceed sent on 3/13/18
3	Trail Improvement (Phase B)	Bids Closed on 3/14/18; Apparent low bidder is DELT Builders, Inc.
4	Trail Improvement (Phase C)	Pending completion of Project No. 3
5	Trail Improvement (Phase D)	Design concept by Bravo Signs

Discussion:

The total project cost for trail improvements for all phases is approximately \$1,617,430. Other than the trails that have been there since the 1970s, the addition of exercise equipment and mile markers would essentially create the first public park for the City of Industry which would be a great benefit to the surrounding community. However, it also could open the City up to additional liability due to the exercise equipment. A presentation

will be given at the meeting showing a lot of what was described above so that the council can make an informed decision on the direction the City should take on this trail.

By approving the work performed by SGVCC on the Industry Trails (Phase A), this would authorize the release of \$67,324.16 of invoices. This amount is within their approved contract amount of \$900,000.00 and no budget appropriation is required. Should the Council continue to proceed on the project and utilize SGVCC services, this would authorize an additional \$155,975.00 and this will be taken against their original contract. Should SGVCC's estimated work and projected services exceed their original contract amount, staff will bring forward an amendment to SGVCC's contract to continue performing maintenance services on Industry Trails and the City's open space areas.

1. Trail Grading (Phase A)

On August 10, 2017, the City Council approved a Maintenance Service Agreement with the San Gabriel Valley Conservation Corps (SGVCC), a non-profit organization, for an amount not to exceed \$900,000 for various work in the City of Industry. The contract period was from August 10, 2017 through August 10, 2020. On August 18, 2017, the executed Maintenance Service Agreement, along with the Purchase Order Number 2018-00000089 for the amount of \$300,000 (G/L account 100-625-5068) was sent to SGVCC. The purchase order amount was based on a rough estimate of \$300,000 of work per year for each of the three years of the contract. On November 1, 2017, SGVCC provided a scope and fee for the trail maintenance for the amount of \$377,615. This amount was approved by the then Director of Development Services and Administration, Mr. Alex Gonzalez.

The project entails re-grading the existing trail with new material and the installation of multiple drain boxes with 4 inch pipes. The original design called for using stabilized decomposed granite (DG), and accordingly, a segment adjacent to Temple Avenue from the guard shack entrance at the Expo Center to the water tank was graded with DG. A 2-inch rainstorm over a 48-hour period resulted in localized flooding in that section of the trail, and consequently the trail was closed for about one week. Since the DG was unable to adequately drain, the rest of the trail east of the water tower, including the section adjacent to Azusa Avenue was graded with Crushed Aggregate Base (CAB) compacted to at least 95% and covered with fine CAB. This material was selected after a consultation with the maintenance staff of Whittier Narrows, and was based on low maintenance cost, ability to function well after rain storms, stability and appearance. Feedback from trail users on this material has been positive.

About 1,000 feet of the original DG segment has already been regraded with the crushed CAB and fine CAB. The remaining 3,000 feet needs to be similarly treated, but that work is now on hold pending today's discussion.

SGVCC has invoiced the City of Industry a total of \$377,314.23 through April 30, 2018 for this trail work. They have been paid \$309,990.07. We are holding \$67,324.16 of invoices for this work.

On April 13, 2018, SGVCC provided an estimate of \$155,975 to complete the project. This would finish the remaining 3,000 feet. In addition the City directly purchased \$39,407.35 of CAB and other materials from a supplier. Some of the materials were purchased by the City and some were purchased by SGVCC and included in their invoices. Should the City choose to finish this phase of the project it will cost a total of \$572,696.58.

2. Trail Lighting Project

The project entails installing pilaster mounted LED luminaire along the trail from east of Expo Center Drive adjacent to Temple Avenue to west of Boulay Street adjacent to Azusa Avenue.

The project was advertised for construction with bid opening on January 23, 2018. The staff recommended Aldridge Electric, Inc. for award which was approved by City Council on February 8, 2018, for the amount of \$613,795.10. A Notice to Proceed letter was sent to Aldridge Electric, Inc. on March 13, 2018. The contractor has requested a variance on the contract specifications regarding painting of the electrical conduits which could result in some savings.

Work on this project has not started.

3. Trail Improvement (Phase B)

The project includes providing sidewalk and trail improvements, new stairways and concrete pads and safety railings for future exercise equipment. Curb and gutter and sidewalk will be reconstructed at several locations, existing curb ramps not needed will be removed, new stairways will be constructed near the intersection of Temple Avenue and Azusa Avenue to provide access between the sidewalk and the trail and concrete pads for future exercise equipment will be installed at several locations.

The project was advertised for construction with bid opening on March 14, 2018. The apparent low bidder is DELT Builders, Inc at \$354,109. The Engineers Estimate was \$147,522.

4. Trail Improvement (Phase C)

This project will install exercise equipment at several locations on the concrete pads that were constructed under the Phase B project, using existing City contractors. The equipment has been purchased, with the installation pending the completion of the Phase B project. The City purchased benches, exercise equipment, and dog waste depots for \$46,849.85.

5. Trail Improvement (Phase D)

Design for signage that would indicate mileage along the trail was completed by Bravo Signs under a \$10,000 purchase order that also included the conceptual design of signage for City Hall. Signage along the trail could be installed by Bravo Signs under a purchase order. On February 5, 2018, Bravo Signs provided an estimate of \$19,979.50 to install the trail signs.

Fiscal Impact:

There is no fiscal impact associated with this report. SGVCC's maintenance work performed on Industry Trails was approved as part of the FY 2017-18 Mid-Year Budget Amendments.

TH/JN

CITY COUNCIL

ITEM NO. 6.14



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 *JN*
James Cramsie, Project Manager, CNC Engineering *J.C.*

DATE: May 10, 2018

SUBJECT: Consideration of an Agreement with DELT Builders, Inc., for the Industry Hills Trail Grading Restoration Phase B project, in an amount not-to-exceed \$354,109.00 (Contract No. DS-18-039-B, Project No. CIP-IH-18-006-B)

Background:

On February 8, 2018, the City Council authorized solicitation of public bids for Industry Hills Trail Grading Restoration Phase B project for an estimated cost of \$147,522.00. This project was bid to procure a contractor to provide sidewalk and trail improvements, exercise equipment concrete pads, construction of stairways, removal of existing curb ramps, removal of PCC sidewalks and other minor improvements. The City planned to furnish and install exercise equipment to be installed at exercise equipment concrete pads.

On February 8, 2018, the bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 159 vendors. The bid was viewed by 28 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 2, 2018 at 11:00 a.m. in the City's Planetbids™ vendor portal.

Discussion:

The bid process closed on March 14, 2018. Three (3) bids were received from the following entities: DELT Builders Inc., Dekan Construction Corporation, and KASA Construction, Inc. The review of bids found that DELT Builders 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 DELT Builders Inc., is the lowest responsive and responsible bidder.

The following table represents a summary of the bids received:

Bidder	Bid Price
DELT Builder Inc.	\$354,109.00
Dekan Construction Company	\$397,109.00
KASA Construction, Inc.	\$419,924.22

The Engineer's Estimate for this project was \$147,522.00. The bid price from DELT Builders Inc., was \$354,109.00. The areas of discrepancies which contributed to the bid being higher than estimated are mobilization and demobilization costs due to location of the work, concrete removals, concrete stairway installation and pavement removal labor cost.

A 10% contingency has been included with the bid price to account for potential and unforeseen project changes, and a 10% appropriation for contract administration and inspection; total cost of the appropriation will be \$439,519.00.

The following table represents a project summary:

DELT Builders Inc. (Base Bid)	\$354,109.00
Contingency Allowance (10%)	\$35,410.00
Contract Administration/Inspection	\$50,000.00
Total Sources:	\$439,519.00

Fiscal Impact:

Appropriate \$439,519.00 from the 2015 Bond Proceeds to Industry Hills-Capital Improvement Projects-Construction Costs (Account No. 120-711-5205).

Recommendation:

- 1) City staff recommends that the City Council consider the results of the Industry Hills Trail Grading Restoration Phase B bid and award the bid to DELT Builders Inc.; and
- 2) Appropriate \$439,519.00 from the Bond Proceeds to Industry Hills-Capital Improvement Projects-Construction Costs (Account No. 120-711-5205).

Exhibits:

- A. Bid Results
- B. Bid Packet (Page A-13 & Pages C-5 through C-12)
- C. Contractor's State of California and Department of Industrial relations License Detail

TH/JN/JC:jv

EXHIBIT A

Bid Results

[Attached]

Bid Results for Project Industry Hills Trail Grading Restoration Phase B (CIP-IH-18-006-B)
 Issued on 02/08/2018
 Bid Due on March 14, 2018 11:00 AM (Pacific)

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Quantity	DELT Builders Inc. Unit Price	DELT Builders Inc. Line Total	Dekan CC Unit Price	Dekan CC Line Total	KASA Construction, Inc. Unit Price	KASA Construction, Inc. - Line Total
1	Section 1	Mobilization and Demobilization	LS	1	\$15,000.00	\$15,000.00	\$31,200.00	\$31,200.00	\$108,800.00	\$108,800.00
2	Section 1	National Pollutant Discharge Elimination System	LS	1	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00
3	Section 1	Construction Traffic Control	LS	1	\$7,000.00	\$7,000.00	\$8,500.00	\$8,500.00	\$6,500.00	\$6,500.00
4	Section 1	Clearing and Grubbing	SF	8000	\$3.00	\$24,000.00	\$5.00	\$40,000.00	\$2.00	\$16,000.00
5	Section 1	Bituminous Pavement Removal	CY	5	\$400.00	\$2,000.00	\$500.00	\$2,500.00	\$450.00	\$2,250.00
6	Section 1	Concrete Walk Removal	CY	24	\$400.00	\$9,600.00	\$300.00	\$7,200.00	\$200.00	\$4,800.00
7	Section 1	Concrete Pedestrian Ramp Removal	EA	3	\$3,000.00	\$9,000.00	\$2,700.00	\$8,100.00	\$530.00	\$1,590.00
8	Section 1	Handrail Removal and Relocation	LF	314	\$225.00	\$70,650.00	\$164.00	\$51,496.00	\$60.00	\$18,840.00
9	Section 1	Concrete Curb Removal	LF	238	\$12.00	\$2,856.00	\$125.00	\$29,750.00	\$13.00	\$3,094.00
10	Section 1	Concrete Curb and Gutter Removal	LF	90	\$20.00	\$1,800.00	\$125.00	\$11,250.00	\$24.00	\$2,160.00
11	Section 1	Proposed Excavation	CY	69	\$10.00	\$690.00	\$125.00	\$8,625.00	\$85.00	\$5,865.00
12	Section 1	Engineered Fill	CY	190	\$30.00	\$5,700.00	\$80.00	\$15,200.00	\$50.00	\$9,500.00
13	Section 1	Crushed Aggregate Base	CY	17	\$15.00	\$255.00	\$550.00	\$9,350.00	\$115.00	\$1,955.00
14	Section 1	AC Pavement	TON	10	\$800.00	\$8,000.00	\$1,200.00	\$12,000.00	\$400.00	\$4,000.00
15	Section 1	PCC Curb and Gutter, Type A2, per COI STD Plan 112	LF	90	\$80.00	\$7,200.00	\$175.00	\$15,750.00	\$50.00	\$4,500.00
16	Section 1	PCC Walk, 4" Thick	SF	355	\$30.00	\$10,650.00	\$22.00	\$7,810.00	\$15.00	\$5,325.00
17	Section 1	PCC Equipment Pad	SF	524	\$27.00	\$14,148.00	\$22.00	\$11,528.00	\$17.00	\$8,908.00
18	Section 1	Decomposed Granite, 2" Thick	SF	4660	\$6.00	\$27,960.00	\$7.00	\$32,620.00	\$3.75	\$17,475.00
19	Section 1	Decomposed Granite Stabilizer	GAL	222	\$50.00	\$11,100.00	\$31.00	\$6,882.00	\$0.01	\$2.22
20	Section 1	Reinforced Stamped Concrete Stairway	LS	2	\$32,000.00	\$64,000.00	\$21,420.00	\$42,840.00	\$85,000.00	\$170,000.00
21	Section 1	Metal Hand Railings	LF	236	\$250.00	\$59,000.00	\$178.00	\$42,008.00	\$110.00	\$25,960.00
					Subtotal	\$354,109.00		\$397,109.00		\$419,924.22
					Total	\$354,109.00		\$397,109.00		\$419,924.22

EXHIBIT B

Bid Packet (Page A-13 & Pages C-5 through C-12)

[Attached]

BID BOND

PROJECT NO. CIP-IH-18-006-B
INDUSTRY HILLS TRAIL GRADING RESTORATION PHASE B
AGREEMENT NO. DS-18-039-B

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this
12th day of March, 2018

BIDDER:
Name: DELT Builders, Inc.
Address: 9559 Center Avenue, Ste. H
Rancho Cucamonga, CA 91730
By: N/A
Signature: [Signature]
Type Name and Title: _____
Eric Shadrick, Corp. Secretary

SURETY:
Name: Fidelity and Deposit Company of Maryland
Address: 777 S. Figueroa Street, Ste. 3900
Los Angeles, CA 90017
By: N/A
Signature: [Signature]
Type Name and Title: Paul A. Bland, Attorney-in-Fact

ACKNOWLEDGMENT

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

State of California
County of Orange

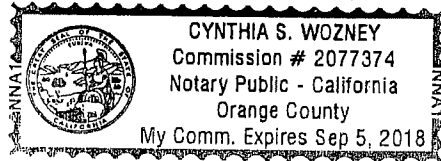
On March 12, 2018 before me, Cynthia S. Wozney, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Cynthia S. Wozney (Seal)



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

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

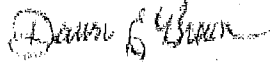
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

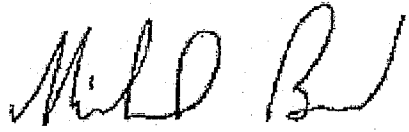
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of October, A.D. 2017.

ATTEST:

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



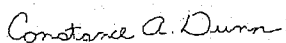
By: 
Assistant Secretary
Dawn E. Brown



Vice President
Michael Bond

State of Maryland
County of Baltimore

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

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


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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this day of MAR 17 2010 , 20 .



David McVicker

David McVicker, Vice President

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Bernardino)

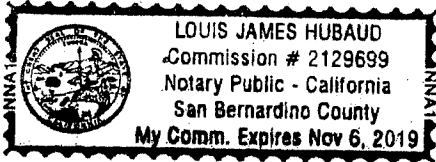
On 3-18-18 before me, Louis James Hubaud, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared ERIC SHRODICK
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: BID BOND Document Date: _____

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 or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

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

Other: _____

Signer Is Representing: _____

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-6.

CITY OF INDUSTRY
 PROJECT NO. CIP-IH-18-006-B

INDUSTRY HILLS TRAIL GRADING RESTORATION PHASE B

AGREEMENT NO. DS-18-039-B

BIDDER: DELT Builders 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	National Pollutant Discharge Elimination System	1	LS		
3	Construction Traffic Control	1	LS		
4	Clearing and Grubbing	8000	SF		
5	Bituminous Pavement Removal	5	CY		
6	Concrete Walk Removal	24	CY		
7	Concrete Pedestrian Ramp Removal	3	EA		
8	Handrail Removal and Relocation	314	LF		
9	Concrete Curb Removal	238	LF		
10	Concrete Curb and Gutter Removal	90	LF		
11	Proposed Excavation	69	CY		
12	Engineered Fill	190	CY		
13	Crushed Aggregate Base	17	CY		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
14	AC Pavement	10	TON		
15	PCC Curb and Gutter, Type A2, per COI STD Plan 112	90	LF		
16	PCC Walk, 4" Thick	355	SF		
17	PCC Equipment Pad	524	SF		
18	Decomposed Granite, 2" Thick	4660	SF		
19	Decomposed Granite Stabilizer	222	GAL		
20	Reinforced Stamped Concrete Stairway	2	LS		
21	Metal Hand Railings	236	LF		
				GRAND TOTAL	

I hereby certify that on March 14, 2018, Eric Shadrick/Tom Mithers
(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.

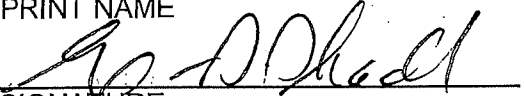
By:

DELT Builders Inc.
 CONTRACTOR NAME

eshadrick@deltbuilders.com
 EMAIL ADDRESS

1000001865
 DIR #

Eric Shadrick
 PRINT NAME


 SIGNATURE

BIDDER'S INFORMATION SHEET

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

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

 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.

RO 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 14th 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.

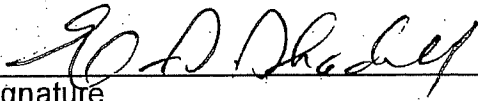
DELT Builders Inc.
Bidder

9559 Center Ave., Suite H
Mailing Address

Rancho Cucamonga, Ca. 91730
City/State/Zip

(909) 466-4810
Telephone

(909) 466-4811
Fax


Signature

Eric Shadrick
Print Name

Corporate Secretary
Title

A,B - #777709
License No./Class

12/31/2019
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

DELT Builders Inc.

Eric Shadrick

Tom Mithers

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



CORPORATE RESOLUTION

RESOLUTION OF: **DELT Builders, Inc.** (the "Corporation"), doing business as **DELT Builders**, a corporation organized under the laws of the State of California.

On a motion duly made and seconded, it was unanimously resolved that all Corporate Officers are hereby authorized and empowered to act on behalf of the Corporation in all matters concerning the following Construction processes, and to make, execute and deliver, under the Corporate Seal of this Corporation or otherwise, any and all written instruments of assignment and transfer necessary or proper to effectuate the authority hereby conferred.

- A) Bidding Documents – Including but not limited to Bid Proposals, Bid Guarantees or Securities, Bid Requirements, Bid Data Forms, List of Proposed Subcontractors, Non-Collusion Affidavit, Bidder Information Forms, Performance and Payment Bonds, Escrow Agreements, and any other documents necessary for the proper execution and submission of proposed Bids.
- B) Contract Documents – Including but not limited to Contract Agreements, Certified Payroll, Labor Code Agreements, and any other documents necessary for the proper execution and submission of Contractual Agreements.

Certificate: I, Eric S. Shadrick, Secretary of **DELT Builders, Inc.**, do hereby certify that the foregoing is a true and correct copy of a Resolution duly passed at a meeting of the Directors of **DELT Builders, Inc.** regularly held on the 1st day of March, 2004, and that the said Resolution is now in full force and effect. I further certify that the following is a list, together with specimen signatures of all Directors, Officers and Employees of the Corporation authorized by this Resolution.

<u>Doreen Mithers</u> NAME	<u>President</u> TITLE	<u>Doreen Mithers</u> SIGNATURE
<u>THOMAS J. MITHERS</u> NAME	<u>TREASURER</u> TITLE	<u>[Signature]</u> SIGNATURE
<u>Lynda D. Shadrick</u> NAME	<u>Vice President</u> TITLE	<u>Lynda Shadrick</u> SIGNATURE
<u>ERIC S. SHADRICK</u> NAME	<u>SECRETARY</u> TITLE	<u>[Signature]</u> SIGNATURE

WITNESS my hand and seal of the Corporation this 2nd day of March, 2004.

[Signature]
SECRETARY

SEAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of San Bernardino)

On 3-13-18 before me, Louis James Hubaud, Notary Public

Date

Here Insert Name and Title of the Officer

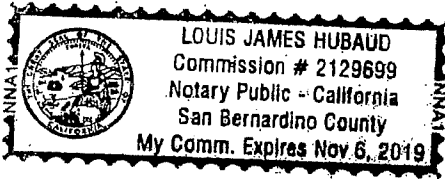
personally appeared EWK SNOORICK

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: BIDDINGS INFORMATION ^{SP857} 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 or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

CITY OF INDUSTRY
PROJECT NO. CIP-IH-18-006-B

INDUSTRY HILLS TRAIL GRADING RESTORATION PHASE B

AGREEMENT NO. DS-18-039-B

Eric Shadrick, being first duly sworn, deposes and says that
Name

he or she is Corporate Secretary, of DELT Builders Inc.,
Title Name of Firm

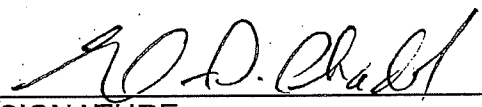
#777709 A, B
License Number Classification

12/31/2019
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.

March 14, 2018
DATE


SIGNATURE

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. CIP-IH-18-006-B

INDUSTRY HILLS TRAIL GRADING RESTORATION PHASE B

AGREEMENT NO. DS-18-039-B

DELT Builders Inc.

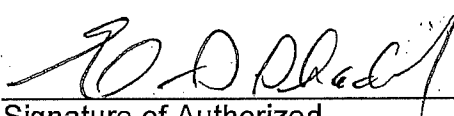
certifies that:

Bidder

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

Concrete, Misc. Steel for Handrails, Asphalt, Landscaping

And maybe some other minor trade work.



Signature of Authorized
Representative of Bidder

Eric Shadrick
Corporate Secretary

DELT Builders Inc.

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. CIP-IH-18-006-B

INDUSTRY HILLS TRAIL GRADING RESTORATION PHASE B

AGREEMENT NO. DS-18-039-B

CONTRACTOR:

DELT Builders Inc.

BUSINESS ADDRESS:

9559 Center Ave., Suite H

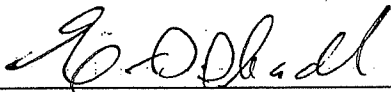
Rancho Cucamonga, Ca. 91730

In submitting this bid for the project:

I, Eric Shadrick, 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 Rancho Cucamonga
California, this 14th day of March, 2018



SIGNATURE

SUBCONTRACTORS LISTING

CITY OF INDUSTRY
PROJECT NO. CIP-IH-18-006-B

INDUSTRY HILLS TRAIL GRADING RESTORATION PHASE B

AGREEMENT NO. DS-18-039-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 # 777709

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 3/16/2018 11:01:44 AM

Business Information

DELT BUILDERS INC
dba DELT BUILDERS

9559 CENTER AVENUE SUITE H
RANCHO CUCAMONGA, CA 91730
Business Phone Number:(909) 466-4810

Entity Corporation
Issue Date 04/20/2000
Reissue Date 12/12/2003
Expire Date 12/31/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR
A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

Bond Number: 7607292

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual THOMAS JOSEPH MITHERS 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: 12/12/2003

Workers' Compensation

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

Policy Number:9034359

Effective Date: 12/01/2012

Expire Date: 12/01/2018

[Workers' Compensation History](#)



Labor Law

Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards



[Public Works](#) | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

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 Legal Name:

License Number: [Contractor License Lookup](#)

County:

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

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	DELT BUILDERS INC.	1000001865	SAN BERNARDINO	RANCHO CUCAMONGA	CSLB:777709	Active	06/13/2017	06/30/2018

v2.20171120

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CITY COUNCIL

ITEM NO. 6.15



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 *gn*
James Cramsie, Project Manager, CNC Engineering *J.C.*

DATE: May 10, 2018

SUBJECT: Consideration of an Agreement with Sidra Group, Inc., dba Trinity Fence, for the Expo Main Gate Improvements project, in an amount not-to-exceed \$199,876.00 (Contract No. DS-18-039-B, CIP-EXPO-18-008-B)

Background:

The City Council approved the release of the Expo Center construction projects on November 30, 2017. This project was bid to procure a contractor to provide replacement of a vehicle access gate to the Expo Center. This work included, but is not limited to, the removal of the center pillars, replacement of the entrance and exit gates, upgrade of the gate system equipment, removal of the existing conduits and wires, installation of new conduits and wires, repaving, and striping.

The City posted the Expo Main Gate Improvements project for bidding on February 7, 2018. The bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 268 vendors. The bid was viewed by 18 prospective bidders. The appropriate trade journals were notified on February 7, 2018. The bid was advertised on February 12, 2018 and February 19, 2018 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until February 28, 2018 at 11:00 a.m. in the City's Planetbids™ vendor portal. A pre bid meeting was held on February 21, 2018 at 16200 Temple Avenue, City of Industry, CA 91744.

Discussion:

The bid process closed on March 12, 2018. Three (3) bids were received from the following entities: Sidra Group Inc. DBA Trinity Fence, AMTEK Construction, and NoHo Constructors. The review of bids determined that Sidra Group Inc. DBA Trinity Fence, 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 Sidra Group Inc., DBA Trinity Fence is the lowest responsive and responsible bidder.

The following table represents a summary of the bids received:

Bidder	Bid Price
Sidra Group Inc., DBA Trinity Fence	\$199,876.00
AMTEK Construction	\$259,119.13
NoHo Constructors	\$322,864.00

The Engineer's Estimate for this project was \$112,399.00. The bid price from Sidra Group Inc., DBA Trinity Fence was \$199,876.00. The areas of discrepancies which contributed to the bid being higher than estimated are gate installation, gate motor installation labor rates, telephone system installation labor rates, and swing gate removal labor rates.

A 10% contingency has been included with the bid price to account for potential and unforeseen project changes, and a 10% appropriation for contract administration and inspection; total cost of the appropriation will be \$239,851.20.

The following table represents a project summary:

Sidra Group Inc., DBA Trinity Fence Base Bid	\$199,876.00
Contingency Allowance (10%)	\$19,987.00
Contract Administration/Inspection (10%)	\$19,987.00
Total Sources:	\$239,855.00

Fiscal Impact:

The Fiscal Year 2017-2018 Adopted Budget included an additional appropriation of \$220,000.00 for the Expo Center Gate Improvements Project. Approving the bid will require an additional appropriation of \$19,855.00 from the 2015 Sales Tax Bond Proceeds to Capital Improvement Program-Equestrian-Construction Costs (Account No. 120.713.5205).

Recommendation:

- 1) City staff recommends that the City Council consider the results of the Expo Main Gate Improvements bid and award the bid to Sidra Group Inc., DBA Trinity Fence; and;
- 2) Appropriate \$19,855.00. from the 2015 Sales Tax Bond Proceeds to Capital Improvement Program Equestrian Construction Costs (Account No. 120.713.5205).

Exhibits:

- A. Bid Results
- B. Bid Packet (Pages A-13 & Pages C-5 through C-12)
- C. Contractor's State of California and Department of Industrial Relations License Detail

EXHIBIT A

Bid Results

[Attached]

Bid Results for Project Expo Center Main Gate Improvements (CIP-EXPO-18-008-B)
 Issued on 02/07/2018
 Bid Due on March 12, 2018 11:00 AM (Pacific)

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Quantity	Trinity Fence Unit Price	Trinity Fence Line Total	AMTEK	AMTEK	NoHo Constructors	NoHo Constructors
							CONSTRUCTION Unit Price	CONSTRUCTION Line Total	Unit Price	Line Total
1	Section 1	Mobilization and Demobilization	LS	1	\$3,616.00	\$3,616.00	\$1,725.00	\$1,725.00	\$21,000.00	\$21,000.00
2	Section 1	Construction Traffic Control	LS	1	\$1,872.00	\$1,872.00	\$4,025.00	\$4,025.00	\$5,000.00	\$5,000.00
3	Section 1	National Pollutant Discharge Elimination System	LS	1	\$4,141.00	\$4,141.00	\$5,175.00	\$5,175.00	\$2,000.00	\$2,000.00
4	Section 1	Bituminous Pavement Removal	CY	57	\$10.00	\$570.00	\$183.57	\$10,463.49	\$158.00	\$9,006.00
5	Section 1	Concrete Curb Removal	LF	200	\$4.50	\$900.00	\$13.55	\$2,710.00	\$15.00	\$3,000.00
6	Section 1	Concrete Removal (Non-Reinforced)	CY	2	\$502.00	\$1,004.00	\$937.50	\$1,875.00	\$2,500.00	\$5,000.00
7	Section 1	Concrete Pilaster Removal (Reinforced)	CY	3	\$335.00	\$1,005.00	\$1,875.00	\$5,625.00	\$1,700.00	\$5,100.00
8	Section 1	Crushed Base Material Excavation	CY	21	\$173.00	\$3,633.00	\$183.57	\$3,854.97	\$96.00	\$2,016.00
9	Section 1	Traffic Stripe Removal	LF	390	\$3.00	\$1,170.00	\$7.19	\$2,804.10	\$2.57	\$1,002.30
10	Section 1	Swing Gate Removal	LF	63	\$60.00	\$3,780.00	\$95.45	\$6,013.35	\$63.50	\$4,000.50
11	Section 1	Crushed Miscellaneous Base	CY	61	\$60.00	\$3,660.00	\$146.11	\$8,912.71	\$66.00	\$4,026.00
12	Section 1	AC Pavement over CMB	TON	111	\$153.00	\$16,983.00	\$191.11	\$21,213.21	\$171.00	\$18,981.00
13	Section 1	PCC Curb, Type A1, per Industry STD Plan 112	LF	138	\$41.00	\$5,658.00	\$37.50	\$5,175.00	\$43.50	\$6,003.00
14	Section 1	PCC Walk, 4" Thick, per STD Plan 11S	SF	347	\$10.00	\$3,470.00	\$25.00	\$8,675.00	\$7.00	\$2,429.00
15	Section 1	Thermoplastic Striping, 4" White Stripe	LF	350	\$2.00	\$700.00	\$6.90	\$2,415.00	\$8.50	\$2,975.00
16	Section 1	Traffic Control Drop Arm Relocation	EA	2	\$1,450.00	\$2,900.00	\$1,695.00	\$3,390.00	\$2,000.00	\$4,000.00
17	Section 1	Install Eagle - 200 Gate Motor	LS	4	\$7,780.00	\$31,120.00	\$8,497.35	\$33,989.40	\$29,250.00	\$117,000.00
18	Section 1	Telephone System Access Plus	LS	2	\$6,540.00	\$13,080.00	\$4,375.00	\$8,750.00	\$13,000.00	\$26,000.00
19	Section 1	Fire Dept Lock Box	LS	2	\$736.00	\$1,472.00	\$877.45	\$1,754.90	\$1,950.00	\$3,900.00
20	Section 1	Gate Installation	EA	1	\$66,323.00	\$66,323.00	\$72,223.45	\$72,223.45	\$60,000.00	\$60,000.00
21	Section 1	Install 3/4" PVC Schedule 80 Conduit	LF	400	\$5.80	\$2,320.00	\$9.19	\$3,676.00	\$7.50	\$3,000.00
22	Section 1	3/4" Galvanized Rigid Steel Conduit	LF	30	\$180.00	\$5,400.00	\$25.63	\$768.90	\$33.34	\$1,000.20
23	Section 1	#12 AWG Wire	LF	670	\$5.40	\$3,618.00	\$6.69	\$4,482.30	\$2.00	\$1,340.00
24	Section 1	#16 AWG Wire	LF	630	\$5.40	\$3,402.00	\$6.69	\$4,214.70	\$2.00	\$1,260.00
25	Section 1	#18 AWG Wire	LF	1700	\$2.95	\$5,015.00	\$4.19	\$7,123.00	\$3.00	\$5,100.00
26	Section 1	Cat5e (Telephone Cable)	LF	180	\$7.60	\$1,368.00	\$5.63	\$1,013.40	\$5.00	\$900.00
27	Section 1	#5 Pull Box	EA	5	\$965.00	\$4,825.00	\$125.00	\$625.00	\$250.00	\$1,250.00
28	Section 1	Trenching	LF	175	\$11.80	\$2,065.00	\$66.69	\$11,670.75	\$29.00	\$5,075.00
29	Section 1	Slurry Backfill	CY	10	\$392.50	\$3,925.00	\$1,377.50	\$13,775.00	\$100.00	\$1,000.00
30	Section 1	Acceptance Test Plan	LS	1	\$881.00	\$881.00	\$1,000.50	\$1,000.50	\$500.00	\$500.00
					Subtotal	\$199,876.00		\$259,119.13		\$322,864.00
					Total	\$199,876.00		\$259,119.13		\$322,864.00

EXHIBIT B

Bid Packet (Page A-13 & Pages C-5 through C-12)

[Attached]

BID BOND

PROJECT NO. CIP-EXPO-18-008-B
EXPO CENTER MAIN GATE IMPROVEMENTS
CONTRACT NO. DS-18-024-B

KNOW ALL MEN BY THESE PRESENTS that we Sidra Group Inc. DBA Trinity Fence
_____ as BIDDER, and _____
American Contractors Indemnity Company, a corporation organized
and existing under the laws of the State of California, and duly authorized to
transact business under the laws of the State of California, as SURETY, are held and firmly
bound unto the City of Industry ("CITY"), in the penal sum of ^{Ten Percent of Amount Bid not to exceed} Twenty Two Thousand and 00/100 [IN
WORDS] dollars (\$ ^{10% of amount bid} NTE \$22,000.00), which is 10 percent of the total amount bid by BIDDER to CITY
for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be
bound, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this
6th day of March, 2018.

BIDDER:

Name: Sidra Group Inc. DBA Trinity Fence

Address: 10800 Hole Ave. Suite 7

Riverside, CA 92505

By: Anthony Yap

Signature: _____

Type Name and Title: Anthony Yap, President

SURETY:

Name: American Contractors Indemnity Company

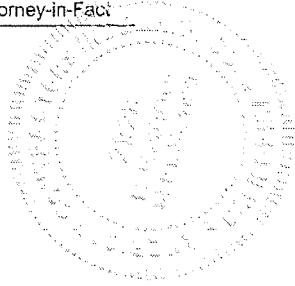
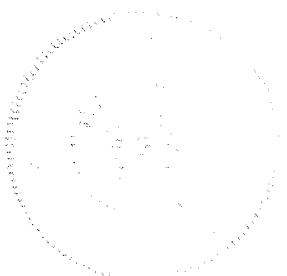
Address: 601 S Figueroa St

Los Angeles, CA 90017

By: Ryan Tash

Signature: _____

Type Name and Title: Ryan Tash, Attorney-in-Fact



ACKNOWLEDGMENT

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

State of California
County of Sacramento)

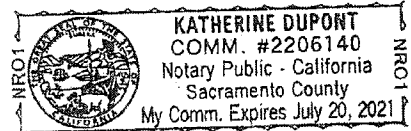
On 3/6/18 before me, Katherine DuPont, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Katherine DuPont (Seal)



POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

John T. Page, Susan Fournier, Ryan Tash or Stephanie Raquel Arreola
of Rancho Cordova, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile; and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals:



By:


Daniel P. Aguilar, Vice President


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

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature



(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my name and affixed the seals of said Companies at Los Angeles, California this 6th day of March, 2018.

Corporate Seals



Bond No. N/A
Agency No. 7523


Kio Lo, Assistant Secretary

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-EXPO-18-008-B

EXPO CENTER MAIN GATE IMPROVEMENTS

AGREEMENT NO. DS-18-024-B

BIDDER: Sidra Group Inc. DBA Trinity Fence

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	Construction Traffic Control	1	LS		
3	National Pollutant Discharge Elimination System	1	LS		
4	Bituminous Pavement Removal	57	CY		
5	Concrete Curb Removal	200	LF		
6	Concrete Removal (Non-Reinforced)	2	CY		
7	Concrete Pilaster Removal (Reinforced)	3	CY		
8	Crushed Base Material Excavation	21	CY		
9	Traffic Stripe Removal	390	LF		
10	Swing Gate Removal	63	LF		
11	Crushed Miscellaneous Base	61	CY		
12	AC Pavement over CMB	111	TON		
14	PCC Curb, Type A1, per Industry STD Plan 112	138	LF		
15	PCC Walk, 4" Thick, per STD Plan 115	347	SF		
16	Thermoplastic Striping, 4" White Stripe	350	LF		
17	Traffic Control Drop Arm Relocation	2	EA		
18	Install Eagle-200 Gate Motor	4	LS		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
19	Telephone System Access Plus	2	LS		
20	Fire Dept Lock Box	2	LS		
21	Gate Installation	1	EA		
22	Install 3/4 " PVC Schedule 80 Conduit	400	LF		
23	3/4 " Galvanized Rigid Steel Conduit	30	LF		
24	#12 AWG Wire	670	LF		
25	#16 AWG Wire	630	LF		
26	#18 AWG Wire	1700	LF		
27	Cat5e (Telephone Cable)	180	LF		
28	#5 Pull Box	5	EA		
29	Trenching	175	LF		
30	Slurry Backfill	10	CY		
31	Acceptance Test Plan	1	LS		
				GRAND TOTAL	

I hereby certify that on March 12, 2018, Anthony Yap
(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.

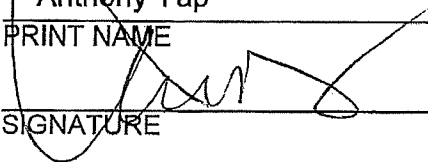
By:

Sidra Group Inc. DBA Trinity Fence
 CONTRACTOR NAME

estimating@trinityfencing.com
 EMAIL ADDRESS

1000052676
 DIR #

Anthony Yap
 PRINT NAME


 SIGNATURE

Bid Results for Project Expo Center Main Gate Improvements (CIP-EXPO-18-008-B)
 Issued on 02/07/2018
 Bid Due on March 12, 2018 11:00 AM (Pacific)

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Quantity	Trinity Fence Unit Price	Trinity Fence Line Total
1	Section 1	Mobilization and Demobilization	LS	1	\$3,616.00	\$3,616.00
2	Section 1	Construction Traffic Control	LS	1	\$1,872.00	\$1,872.00
3	Section 1	National Pollutant Discharge Elimination System	LS	1	\$4,141.00	\$4,141.00
4	Section 1	Bituminous Pavement Removal	CY	57	\$10.00	\$570.00
5	Section 1	Concrete Curb Removal	LF	200	\$4.50	\$900.00
6	Section 1	Concrete Removal (Non-Reinforced)	CY	2	\$502.00	\$1,004.00
7	Section 1	Concrete Pilaster Removal (Reinforced)	CY	3	\$335.00	\$1,005.00
8	Section 1	Crushed Base Material Excavation	CY	21	\$173.00	\$3,633.00
9	Section 1	Traffic Stripe Removal	LF	390	\$3.00	\$1,170.00
10	Section 1	Swing Gate Removal	LF	63	\$60.00	\$3,780.00
11	Section 1	Crushed Miscellaneous Base	CY	61	\$60.00	\$3,660.00
12	Section 1	AC Pavement over CMB	TON	111	\$153.00	\$16,983.00
13	Section 1	PCC Curb, Type A1, per Industry STD Plan 112	LF	138	\$41.00	\$5,658.00
14	Section 1	PCC Walk, 4" Thick, per STD Plan 115	SF	347	\$10.00	\$3,470.00
15	Section 1	Thermoplastic Striping, 4" White Stripe	LF	350	\$2.00	\$700.00
16	Section 1	Traffic Control Drop Arm Relocation	EA	2	\$1,450.00	\$2,900.00
17	Section 1	Install Eagle - 200 Gate Motor	LS	4	\$7,780.00	\$31,120.00
18	Section 1	Telephone System Access Plus	LS	2	\$6,540.00	\$13,080.00
19	Section 1	Fire Dept Lock Box	LS	2	\$736.00	\$1,472.00
20	Section 1	Gate Installation	EA	1	\$66,323.00	\$66,323.00
21	Section 1	Install 3/4" PVC Schedule 80 Conduit	LF	400	\$5.80	\$2,320.00
22	Section 1	3/4" Galvanized Rigid Steel Conduit	LF	30	\$180.00	\$5,400.00
23	Section 1	#12 AWG Wire	LF	670	\$5.40	\$3,618.00
24	Section 1	#16 AWG Wire	LF	630	\$5.40	\$3,402.00
25	Section 1	#18 AWG Wire	LF	1700	\$2.95	\$5,015.00
26	Section 1	Cat5e (Telephone Cable)	LF	180	\$7.60	\$1,368.00
27	Section 1	#5 Pull Box	EA	5	\$965.00	\$4,825.00
28	Section 1	Trenching	LF	175	\$11.80	\$2,065.00
29	Section 1	Slurry Backfill	CY	10	\$392.50	\$3,925.00
30	Section 1	Acceptance Test Plan	LS	1	\$881.00	\$881.00
					Subtotal	\$199,876.00
					Total	\$199,876.00

BIDDER'S INFORMATION SHEET

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

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


(Initials)

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

(Initials)

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

The undersigned, as bidder, declares as follows:

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

IN WITNESS WHEREOF, Bidder executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 12th 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.

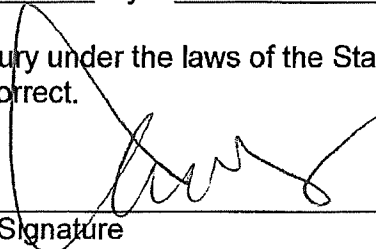
Sidra Group Inc. DBA Trinity Fence
Bidder

10800 Hole Ave. Suite 7
Mailing Address

Riverside, CA 92505
City/State/Zip

(951) 977-9868
Telephone

(951) 639-3788
Fax


Signature

Anthony Yap
Print Name

President
Title

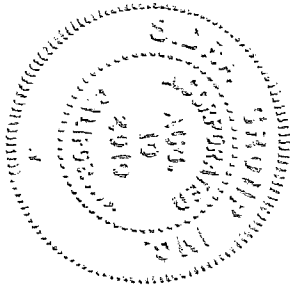
963307 A, C51, C13
License No./Class

July 31, 2019
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



Anthony Yap
Don Nguyen

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

ACKNOWLEDGMENT

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

State of California.
County of Riverside

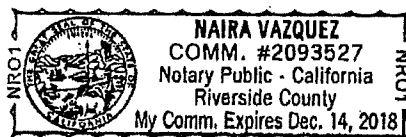
On March 12, 2018 before me, Naira Vazquez Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Naira Vazquez (Seal)



- Section c Bid schedule

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO.
CIP-EXPO-18-008-B

EXPO CENTER MAIN GATE IMPROVEMENTS

AGREEMENT NO. DS-18-024-B

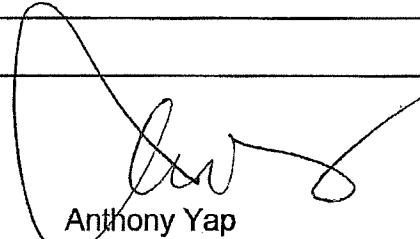
Sidra Group Inc. DBA Trinity Fence

certifies that:

Bidder

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

Demolition, Concrete, Paving, Electrical, Low Voltage, Fence and Gates,



Anthony Yap

Signature of Authorized
Representative of Bidder

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO.
CIP-EXPO-18-008-B

EXPO CENTER MAIN GATE IMPROVEMENTS

AGREEMENT NO. DS-18-024-B

CONTRACTOR:

Sidra Group Inc. DBA Trinity Fence

BUSINESS ADDRESS:

10800 Hole Ave. Suite 7

Riverside, CA 92505

In submitting this bid for the project:

I, Anthony Yap, 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 Riverside, CA
California, this 12th day of March, 2018.



SIGNATURE

SUBCONTRACTORS LISTING

CITY OF INDUSTRY
PROJECT NO.
CIP-EXPO-18-008-B

EXPO CENTER MAIN GATE IMPROVEMENTS

AGREEMENT NO. DS-18-024-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]



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 963307

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 3/16/2018 10:19:37 AM

Business Information

SIDRA GROUP INC
STE #F3-368
19510 BAN BUREN BLVD
RIVERSIDE, CA 92508
Business Phone Number:(323) 828-8031

Entity Corporation
Issue Date 07/15/2011
Expire Date **07/31/2019**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
C51 - STEEL, STRUCTURAL
C13 - FENCING

Bonding Information

Contractor's Bond

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

Bond Number: 10041647
Bond Amount: \$15,000
Effective Date: 06/16/2016
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual ANTHONY C YAP 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: 12/02/2016
BQI's Bond History

Workers' Compensation

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

Policy Number:9208564
Effective Date: 04/13/2017
Expire Date: 04/13/2018
Workers' Compensation History

Labor Law

Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards



Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

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 Legal Name:

License Number:

Contractor License Lookup

County:

Search

Reset

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

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	SIDRA GROUP INC.	1000052676	RIVERSIDE	RIVERSIDE	CSLB:963307	Active	09/15/2017	06/30/2018

v2.20171120

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