



Civic-Recreational-Industrial Authority

Regular Meeting Agenda
May 9, 2018
9:00 a.m.

Chairman Howard Lim
Board Member David Carmany
Board Member Larry Hartmann
Board Member John Karns
Board Member Danny Molina

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

Addressing the Authority:

- ▶ **Agenda Items:** *Members of the public may address the Authority 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 Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each 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 Authority.*
- ▶ **Public Comments (Non-Agenda Items):** *Anyone wishing to address the Authority 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 Authority from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each 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 Authority.*

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
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5. **EXPO CENTER MATTERS**

5.1 Update on the Expo Center

RECOMMENDED ACTION: Receive and file.

5.2 Consideration of the Register of Demands submitted by the Industry Hills Expo Center for April 2018

RECOMMENDED ACTION: Receive and file.

6. **BOARD MATTERS**

6.1 Consideration of the Register of Demands submitted by the Finance Department for May 9, 2018

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

6.2 Consideration of a Professional Services Agreement with Coating Specialists and Inspections Services, Inc., for paint inspection services for the Industry Hills Grand Arena in an amount not-to-exceed \$86,000.00

RECOMMENDED ACTION: Approve the Agreement.

7. Adjournment. Next regular meeting: Wednesday, June 13, 2018, at 9:00 a.m.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

Additional back-up will be provided prior to the Meeting

ITEM NO. 5.1

MAY - BANQUET NON-AVAILABILITY SHEET

Date Called	Client Name	Date Requested	Pavilion	Avalon Room	Guests	Type of Event	How they heard	Contact
04/02/18	Sandra Medina	June 9, 2018		1	100	Baby Shower	Attended	Phone
04/03/18	Joyce Causaren	April 7, 2018		1	50	Birthday Party	Website	E-Mail
04/03/18	Antonia Lopez	April 7, 2018	1		150	Memorial Service	Referral	Phone
04/03/18	Starla	May 6, 2018		1	100	Baby Shower	Attended	Phone
04/03/18	Paula	August 11, 2018			100	Private Party	Referral	Phone
04/06/18	Concert private	May 5,12, 2018	1		700	Concert Private	Referral	Phone
04/06/18	Elvia Garcia	July 28, 2018	1		200	Quinceanera	Referral	Phone
04/06/18	Maria	August 24, 2018		1	120	Graduation Party	Attended	Phone
04/06/18	Jessica	October 20, 2018	1		300	Wedding Reception	Referral	Phone
04/09/18	Mercedes	November 25, 2018	1		250	Quinceanera	Attended	Phone
04/10/18	Patty	November 3, 2018	1		300	Retirement Party	Referral	Phone
04/10/18	Thelma Tito	August 25, 2018	1		200	Private Party	Referral	Phone
04/11/18	Alisa	April 21, 2018	1		200	Memorial Service	Referral	Phone
04/12/18	Christine	May 13, 2018	TB	TS	150	Wedding Reception	Referral	Phone
04/13/18	Natalie	June 29, 2018		1	120	Birthday Party	Attended	Phone
04/16/18	Jose Fuentes	April 28, 2018		1	150	Memorial Service	Attended	Phone
04/18/18	Sandra Jauregui	September 18, 2018		1	100	Birthday Party	Attended	Phone
04/20/18	Francine	August 18, 2018		1	100	Baby Shower	Attended	Phone
04/20/18	Connie	September 14, 2018	1		200	Quinceanera	Attended	Phone
04/20/18	Vicky Vazquez	May 11, 2018	1		200	Memorial Service	Attended	Phone
04/23/18	Roxana	September 22, 2018		1	120	Wedding Reception	Referral	Phone
04/23/18	Ana Loya	June 23, 2018	1		300	Baby Shower	Attended	Phone
04/23/18	Gerardo Pachuca	September 8, 2018		1	150	Birthday Party	Referral	Phone
04/23/18	Richard	August 18, 2018	1		300	Wedding Reception	Referral	Phone
04/26/18	Lizbeth Orozco	May, 2018	1		350	Quinceanera	Website	E-Mail
			14	11				

Additional requests for pricing include 16 Pavilion, 19 Avalon, and 20 general inquiries regarding facilities and pricing.

April Marketing Data

Printed Newsletters: 5,046

Cell Phone Texting: 4,526
<https://www.eztexting.com>

Electronic Emails: 3,701
<https://www.ymlp.com>

Twitter - Expo: 1,130
<https://twitter.com/expoindustry>

Twitter - Racing: 1,798
<https://twitter.com/industry-racing>

Facebook - Expo: 2,154
<https://facebook.com/industryexpoctr>

Facebook - Racing: 4,870
<https://facebook.com/IndustryRacing>

Instagram IHEC: 4,091
<https://www.instagram.com/industryexpoctr/>

Instagram Speedway at the Grand: 1,483
<https://www.instagram.com/speedwayatthegrand/>

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.2

**Industry Hills Expo Center - Check Register
APRIL**

CHECK #	DATE	PAYEE	AMOUNT	DETAILS
12487	4/3/2018	ALARMCO	700.00	MONTHLY PAYMENT-APRIL
12488	4/3/2018	ANDREA F MALDONADO	1,475.00	SOCIAL MEDIA, EMAIL MKTG. DESIGN
12489	4/3/2018	CAPITAL PROTECTION INC.	2,218.04	EVENT SECURITY SERRVICES
12490	4/3/2018	CINTAS	455.29	MATS, MOPS AND UNIFORMS
12491	4/3/2018	CITY OF INDUSTRY	2,468.43	ROLLOFF AND DUMP FEES-FEBRUARY
12492	4/3/2018	CLASSIC DISTRIBUTING & BEV.	296.35	ALCOHOL INVENTORY
12493	4/3/2018	CNC EQUESTRIAN MANAGEMENT	49,493.22	MONTHLY SALARIES-APRIL
12494	4/3/2018	COASTAL CARBONIC	9.85	WEIGH TICKET FEE
12495	4/3/2018	DELHAVEN COMMUNITY CENTER	600.00	SHUTTLE SERVICE-PAV. EVENTS
12496	4/3/2018	DMV RENEWAL	52.00	VEHICLE REGISTRATION
12497	4/3/2018	HOME DEPOT	623.32	PROPERTY MAINTENANCE
12498	4/3/2018	MRC SMART TECHNOLOGY SOLUTIONS	963.89	QUARTERLY COLOR COPY EXPENSE
12499	4/3/2018	P & R PAPER SUPPLY COMPANY	307.56	PAPER/BAR SUPPLIES EXPENSE
12500	4/3/2018	SPARKLETTS	651.28	ALCOHOL INVENTORY
12501	4/3/2018	VOID	0.00	PRINTER FEED ERROR
12502	4/4/2018	PCR CASH	5,000.00	REPLENISH ATM TERMINALS
12503	4/9/2018	MA-033118 ORGANIZACION SANTA MARIA	283.75	SEC DEPOSIT REFUND (PARTIAL)
12504	4/4/2018	PCR CASH	2,177.46	REPLENISH PETTY CASH-MARCH REC.
12505	4/8/2018	7UP/RC BOTTLING OF S.CALIFORNIA	167.25	ALCOHOL INVENTORY
12506	4/8/2018	CAPITAL PROTECTION INC.	2,227.50	EVENT SECURITY SERVICES
12507	4/8/2018	CINTAS	507.32	MATS, MOPS AND UNIFORMS
12508	4/8/2018	CITY OF INDUSTRY	3,560.04	ROLLOFF AND DUMP FEES-MARCH
12509	4/8/2018	CLASSIC DISTRIBUTING & BEV.	627.30	ALCOHOL INVENTORY
12510	4/8/2018	VOID	0.00	DATA ENTRY ERROR
12511	4/8/2018	COCA-COLA ENTERPRISES	644.16	ALCOHOL INVENTORY
12512	4/8/2018	CULLIGAN WATER CONDITIONING	79.11	WATER FILTER SERVICE
12513	4/8/2018	DEX.YP	343.81	FACILITY ADVERTISING-FINAL PMT.
12514	4/8/2018	FRONTIER COMMUNICATIONS	286.98	HIGH SPEED INTERNET SERVICE
12515	4/8/2018	HARBOR DISTRIBUTING,LLC	122.00	ALCOHOL INVENTORY
12516	4/8/2018	KIKI'S INDUSTRIAL JANITORIAL SERVICE	2,775.00	FAC. CLEANING/RR&TRASH ATT. ARENA
12517	4/8/2018	OFFICE DEPOT	529.39	OFFICE SUPPLIES EXP.
12518	4/8/2018	P & R PAPER SUPPLY COMPANY	208.92	PAPER/BAR SUPPLIES EXPENSE
12519	4/8/2018	SOUTHERN WINE & SPIRITS	2,098.18	ALCOHOL INVENTORY
12520	4/8/2018	YOUNG'S MARKET CO.	838.06	ALCOHOL INVENTORY
12521	4/9/2018	AR-040618 JOHN GONZALEZ	300.00	SECURITY DEPOSIT REFUND
12522	4/9/2018	AR-040718 MANUEL RODRIGUEZ	300.00	SECURITY DEPOSIT REFUND

CHECK #	DATE	PAYEE	AMOUNT	DETAILS
12523	4/9/2018	PAV-040718 STACY DUENAS	600.00	SECURITY DEPOSIT REFUND
12524	4/9/2018	PAV-033118 TAWNI GALLARDO	600.00	SECURITY DEPOSIT REFUND
12525	4/9/2018	AR-033118R OSCAR QUINTANILLA	300.00	SECURITY DEPOSIT REFUND
12526	4/8/2018	CNC EQUESTRIAN MANAGEMENT	10,000.00	MONTHLY MGMT FEE
12527	4/8/2018	VOID	0.00	DATA ENTRY ERROR
12528	4/8/2018	CNC EQUESTRIAN MANAGEMENT	14,310.34	PR W/E 032518 & 040118
12529	4/12/2018	PCR CASH	5,000.00	REPLENISH ATM TERMINALS
12530	4/12/2018	AR-040518 INTOUCH GSP	300.00	SECURITY DEPOSIT REFUND
12531	4/13/2018	BROWN & BROWN OF CALIFORNIA INC.	3,100.00	MONTHLY TULIP INS.PREMIUMS
12532	4/13/2018	CAPITAL PROTECTION INC.	1,452.00	EVENT SECURITY SERVICES
12533	4/13/2018	CLASSIC DISTRIBUTING & BEV.	3,584.25	ALCOHOL INVENTORY
12534	4/13/2018	COASTAL CARBONIC	123.53	CARBO CHARGER-PATIO CAFÉ
12535	4/13/2018	HARBOR DISTRIBUTING,LLC	4,409.00	ALCOHOL INVENTORY
12536	4/13/2018	INDUSTRIAL CLEANING SYSTEMS INC	1,112.79	SERVICE/REPAIR PRESSURE WASHER
12537	4/13/2018	KIKI'S INDUSTRIAL JANITORIAL SERVICE	1,650.00	RR & TRASH ATT. ARENA EVENTS
12538	4/13/2018	LOCKS PLUS	74.34	LOCK REPAIR AND DUPLICATE KEYS
12539	4/13/2018	SATSUMA LANDSCAPE	8,674.00	MONTHLY LANDSCAPE EXPENSE
12540	4/13/2018	SCHAEFER AMBULANCE SERVICE	1,100.00	AMBULANCE STAND-BY MARCH EVENTS
12541	4/13/2018	SUPREMA CO.	198.00	ALCOHOL INVENTORY
12542	4/13/2018	ProcureIT	230.70	COMPUTER EQUIP.PURCHASE
12543	4/15/2018	AR-041418 JANETH MALO	300.00	SECURITY DEPOSIT REFUND
12544	4/15/2018	PAV-041418 ALICIA RAMIREZ	600.00	SECURITY DEPOSIT REFUND
12545	4/15/2018	PAV-041518 DIANE FLORES	600.00	SECURITY DEPOSIT REFUND
12546	4/17/2018	PCR CASH	5,000.00	REPLENISH ATM TERMINALS
12547	4/17/2018	MA-041318 LYNDY TJARKS VENTURA	1,670.00	REFUND DUE TO OVERPMT ON ACCT.
12548	4/20/2018	AT&T	589.03	MONTHLY WIRELESS CHARGES
12549	4/20/2018	CNC EQUESTRIAN MANAGEMENT	14,327.79	PR W/E 040818 & 041518
12550	4/20/2018	FED EX	61.31	POSTAGE EXPENSE
12551	4/20/2018	KIKI'S INDUSTRIAL JANITORIAL SERVICE	280.00	RR & TRASH ATT. ARENA EVENTS
12552	4/20/2018	OFFICE DEPOT	76.89	OFFICE SUPPLIES EXPENSE
12553	4/20/2018	ROGERS,CLEM & CO.	2,200.00	ACCTG & CONSULTING EXPENSE
12554	4/20/2018	XEROX FINANCIAL SERVICES	656.01	SALES AND USE/LEASE PAYMENT
12555	4/24/2018	MA-033118 ORGANIZACION SANTA MARIA	1,000.00	SECURITY DEPOSIT REFUND
12556	4/23/2018	AR-042118 KARLA MENDOZA	300.00	SECURITY DEPOSIT REFUND
12557	4/23/2018	PAV-042118 RENE HERNANDEZ	600.00	SECURITY DEPOSIT REFUND
12558	4/23/2018	PAV-042018 MONICA CARRILLO	600.00	SECURITY DEPOSIT REFUND
12559	4/25/2018	AT&T	64.90	ADJUSTMENT TO MTHLY BILLING-APRIL
12560	4/25/2018	BOARD OF EQUALIZATION	4,052.00	PRE-PAY SALES TAX-MARCH

CHECK #	DATE	PAYEE	AMOUNT	DETAILS
12561	4/25/2018	CAPITAL PROTECTION INC.	1,635.48	EVENT SECURITY SERVICES
12562	4/25/2018	CINTAS	455.29	MATS, MOPS AND UNIFORMS
12563	4/25/2018	CNC EQUESTRIAN MANAGEMENT	1,717.25	SUPPLIES PURCHASE-REIMBURSE
12564	4/25/2018	COCA-COLA ENTERPRISES	292.80	ALCOHOL INVENTORY
12565	4/25/2018	FRONTIER COMMUNICATIONS	523.18	MONTHLY PHONE EXP.- OFFICE
12566	4/25/2018	JANUS PEST MANAGEMENT, INC.	1,785.00	PEST CONTROL
12567	4/25/2018	KIKI'S INDUSTRIAL JANITORIAL SERVICE	980.00	RR & TRASH ATT. ARENA EVENTS
12568	4/25/2018	OFFICE DEPOT	44.64	OFFICE SUPPLIES EXPENSE
12569	4/25/2018	SYSCO	462.93	CONCESSION INVENTORY
12570	4/25/2018	PCR CASH	5,000.00	REPLENISH ATM TERMINALS
12571	4/25/2018	FOOTHILL VACUUM & JANITORIAL	591.55	PROPERTY MAINTENANCE EXP.
12572	4/30/2018	7UP/RC BOTTLING OF S.CALIFORNIA	334.50	ALCOHOL INVENTORY
12573	4/30/2018	ALARMCO	700.00	MONTHLY PAYMENT-MAY
12574	4/30/2018	CAPITAL PROTECTION INC.	3,289.00	EVENT SECURITY SERVICES
12575	4/30/2018	CINTAS	411.41	MATS, MOPS AND UNIFORMS
12576	4/30/2018	CLASSIC DISTRIBUTING & BEV.	380.00	ALCOHOL INVENTORY
12577	4/30/2018	DRAGON FIRE PROTECTION CO INC.	647.53	INSPECT/SERVICE ALL EXTINGUISHERS
12578	4/30/2018	HARBOR DISTRIBUTING,LLC	92.00	ALCOHOL INVENTORY
12579	4/30/2018	HOME DEPOT	128.49	PROPERTY MAINTENANCE EXP.
12580	4/30/2018	OFFICE DEPOT	111.54	OFFICE SUPPLIES EXPENSE
12581	4/30/2018	PITNEY BOWES	32.00	SURCHARGE-APRIL
12582	4/30/2018	PITNEY BOWES-PURCHASE POWER	585.35	POSTAGE EXPENSE
12583	4/30/2018	SAM'S CLUB	100.00	ANNUAL MEMBERSHIP
12584	4/30/2018	SOUTHERN CALIFORNIA EDISON	12,083.62	MONTHLY UTILITY EXPENSE
12585	4/30/2018	SPARKLETTS	39.94	OFFICE SUPPLIES EXP.
12586	4/30/2018	YOUNG'S MARKET CO.	381.08	ALCOHOL INVENTORY
12587	4/30/2018	CINTAS	488.76	MATS, MOPS AND UNIFORMS
12588	4/30/2018	COCA-COLA ENTERPRISES	658.00	ALCOHOL INVENTORY
12589	4/30/2018	RANCHO JANITORIAL SUPPLIES	431.89	CLEANING SUPPLIES EXP.
12590	4/30/2018	SYSCO	860.56	CONCESSION INVENTORY
12591	4/30/2018	CNC EQUESTRIAN MANAGEMENT	8,864.38	PR W/E 042218
12592	4/30/2018	AR-042718 SALLY MARTINEZ	300.00	SECURITY DEPOSIT REFUND
12593	4/30/2018	PAV-042818 MARTIN PORTILLO	600.00	SECURITY DEPOSIT REFUND
12595	4/30/2018	MA-042718 LYNDA TJARKS BORDER TERRIER	1,605.00	REFUND OVERPMT ON ACCT.

TOTAL

\$219,800.51

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting May 9, 2018

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	50,879.76

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	50,879.76

APPROVED PER ACTING CITY MANAGER

Civic-Recreational-Industrial Authority
Board Meeting
May 9, 2018

Check	Date	Payee Name		Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
10752	04/17/2018	SOCALGAS		\$60.33
	Invoice	Date	Description	Amount
	2018-00001279	04/05/2018	03/05-04/03/18 SVC - 16200 TEMPLE AVE APT 100-EXPO C	\$17.10
	2018-00001280	04/05/2018	03/05-04/03/18 SVC - 16200 TEMPLE AVE APT 202-BUNK H	\$43.23
10753	05/09/2018	AIR-BREE, INC		\$954.41
	Invoice	Date	Description	Amount
	I180213934	02/13/2018	A/C REPAIR - AVALON ROOM	\$408.41
	I180228979	02/28/2018	A/C REPAIR - AVALON ROOM	\$88.00
	I180301983	03/01/2018	NEW THERMOSTAT - AVALON ROOM	\$458.00
10754	05/09/2018	CITY OF INDUSTRY		\$600.73
	Invoice	Date	Description	Amount
	2018-00000062	03/31/2018	MARCH 2018 FUEL COSTS - EXPO CENTER	\$600.73
10755	05/09/2018	CITY OF INDUSTRY-REFUSE		\$450.00
	Invoice	Date	Description	Amount
	0003200433	04/01/2018	IH RODEO STORAGE BOXES	\$450.00
10756	05/09/2018	CNC ENGINEERING		\$825.00
	Invoice	Date	Description	Amount
	456671	04/12/2018	EXPO CENTER - STANDARDS OF FACILITIES MAINT	\$825.00
10757	05/09/2018	CRIA-PAYROLL ACCOUNT		\$3,500.00
	Invoice	Date	Description	Amount
	APR-18	04/12/2018	REIMBURSE PAYROLL - APRIL 2018	\$3,500.00

Civic-Recreational-Industrial Authority
Board Meeting
May 9, 2018

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
10758	05/09/2018		DRAGON FIRE PROTECTION SERVICES, INC.	\$1,495.75
	Invoice	Date	Description	Amount
	39755	05/31/2017	SVC - EXPO CENTER	\$848.22
	40761	04/09/2018	SVC - EXPO CENTER	\$647.53
10759	05/09/2018		ELEVATE PUBLIC AFFAIRS, LLC	\$15,000.00
	Invoice	Date	Description	Amount
	1173	02/08/2018	PROFESSIONAL SVC - EXPO CENTER WEBSITE	\$5,000.00
	1207	03/23/2018	PROFESSIONAL SVC - EXPO CENTER WEBSITE	\$5,000.00
	1235	04/18/2018	PROFESSIONAL SVC - EXPO CENTER WEBSITE	\$5,000.00
10760	05/09/2018		FRAZER, LLP	\$2,525.00
	Invoice	Date	Description	Amount
	153698	03/31/2018	PROFESSIONAL SVC - MARCH 2018	\$2,525.00
10761	05/09/2018		GREG'S REFRIGERATION	\$1,631.75
	Invoice	Date	Description	Amount
	20600	11/30/2017	REPAIR WALK-IN COOLER - EXPO CENTER	\$313.98
	20777	01/22/2018	REPAIR COOLER & ICE MACHINE - EXPO CENTER	\$562.05
	20864	02/05/2018	REPAIR COOLER - EXPO CENTER	\$358.32
	21041	03/31/2018	REPAIR ICE MACHINE - EXPO CENTER COWBOY CAFE	\$397.40
10762	05/09/2018		KLINE'S PLUMBING, INC.	\$2,550.00
	Invoice	Date	Description	Amount
	10690	04/09/2018	EMERGENCY PLUMBING SVC - EXPO CENTER COWBOY CA	\$250.00
	10439-2	04/20/2018	EMERGENCY PLUMBING SVC - EXPO CENTER SEWER	\$2,300.00

**Civic-Recreational-Industrial Authority
Board Meeting
May 9, 2018**

Check	Date	Payee Name		Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
10763	05/09/2018	PREMIERE DESIGNS AVL SPECIALISTS		\$2,217.09
Invoice	Date	Description	Amount	
2538	04/16/2018	SECURITY CAMERAS - EXPO CENTER CAFE	\$2,217.09	
10764	05/09/2018	SATSUMA LANDSCAPE & MAINT.		\$18,259.70
Invoice	Date	Description	Amount	
0318EC	03/29/2018	MARCH 2018 LANDSCAPE MAINTENANCE	\$18,259.70	
10765	05/09/2018	VORTEX INDUSTRIES, INC.		\$810.00
Invoice	Date	Description	Amount	
04-1226977-1	03/21/2018	GATE SVC - EXPO CENTER	\$810.00	

Checks	Status	Count	Transaction Amount
Total		14	\$50,879.76

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.2



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman Lim and Members of the Board of Directors Civic-Recreational-Industrial Authority

FROM: Troy Helling, Acting City Manager *TH*

STAFF: Kristen Weger, Management Analyst III *KW*

DATE: May 9, 2018

SUBJECT: Consideration of a Professional Services Agreement with Coating Specialists and Inspection Services, Inc. for paint inspection services for the Industry Hills Grand Arena, in an amount not-to-exceed \$86,000.00 from May 9, 2018 to May 8, 2019

Background:

On November 21, 2016, the CRIA Executive Director approved a Professional Services Agreement ("Agreement") with Coating Specialists and Inspection Services, Inc., ("CSI") in the amount of \$5,450.00 to consult and complete an evaluation of the Grand Arena located at the Industry Hills Expo Center. The Agreement provided for CSI to determine if the existing painting system could be over coated to extend the life of the existing system. CSI performed paint test patches to determine if the over coating approach was a viable option for CRIA to consider or if the existing paint system should be removed and replaced.

At the direction of City staff, CSI performed tests to evaluate the integrity and re-paint ability of the existing steel structure, structures accessories, and prefinished roofing panel.

On March 7, 2018 the CRIA board approved the authorization to advertise for solicitation of public bids for Agreement No. DS-18-040-B, Industry Hills Grand Arena Painting for an estimated cost of \$1,000,000.00, which is scheduled to bid on May 23, 2018.

Discussion:

The Professional Services Agreement with CSI for consulting and inspection services, in an amount not to exceed \$86,000.00, allows CSI to perform consultant and inspection services during the Industry Hills Grand Arena Painting project. The services include but are not limited to: specification development, quality assurance coating inspections, and project support activities.

Fiscal Impact:

The Industry Hills Grand Arena Painting project was approved as part of the Fiscal Year 2017-2018 Capital Improvements Project budget. An additional appropriation is not required at this time.

Recommendation:

- 1.) Approve the Professional Services Agreement with Coating Specialists and Inspection Services, Inc., dated May 9, 2018.

Exhibit:

- A. Professional Services Agreement with Coating Specialists and Inspection Services, Inc., dated May 9, 2018
-

TH/KW:af

EXHIBIT A

Professional Services Agreement with Coating Specialists and Inspection Services, Inc.,
dated May 9, 2018

[Attached]

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of May 9, 2018 ("Effective Date"), between the Civic-Recreational-Industrial Authority, a public body ("CRIA") and Coating Specialists and Inspection Services, a California Corporation. ("Consultant"). The CRIA and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, CRIA 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, CRIA 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 8, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

(b) CRIA 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 CRIA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing inspection 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) CRIA has not consented in writing to Consultant's performance of such work. No officer or employee of CRIA 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 CRIA. If Consultant was an employee, agent, appointee, or official of the CRIA 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 CRIA 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

CRIA'S Executive Director shall represent the CRIA 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 CRIA 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 Eighty-Six Thousand Dollars (\$86,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the CRIA. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by CRIA and Consultant at the time CRIA'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 CRIA 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 CRIA 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 CRIA 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 CRIA 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 CRIA. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the CRIA 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 CRIA 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 CRIA or its designees at reasonable times to review such books and records; shall give CRIA the right to examine and audit said books and records; shall permit CRIA 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 CRIA and may be used, reused, or otherwise disposed of by the CRIA without the permission of the Consultant. With respect to computer files, Consultant shall make available to the CRIA, at the Consultant's office, and upon reasonable written request by the CRIA, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to CRIA 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 CRIA.

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 CRIA 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 CRIA, 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 CRIA, 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 CRIA, Consultant shall have an immediate duty to defend the CRIA at Consultant's cost or at CRIA's option, to reimburse the CRIA for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by CRIA is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and CRIA, as to whether liability arises from the sole negligence of the CRIA or its officers, employees, or agents, Consultant will be obligated to pay for CRIA's defense until such time as a final judgment has been entered adjudicating the CRIA 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 CRIA 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 CRIA 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 CRIA. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the CRIA, or bind the CRIA 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, CRIA shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for CRIA. CRIA 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 CRIA, 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 CRIA 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 CRIA 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 CRIA 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 CRIA, 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 CRIA's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the CRIA, 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 CRIA, unless otherwise required by law or court order.

(b) Consultant shall promptly notify CRIA 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 CRIA , unless Consultant is prohibited by law from informing the CRIA of such Discovery, court order or subpoena. CRIA 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 CRIA 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 CRIA and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CRIA 's right to review any such response does not imply or mean the right by CRIA 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 CRIA: Civic Recreational Industrial Authority
15625 E. Stafford, Suite 100
City of Industry, CA 91744
Attention: Executive Director

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:

Coating Specialists and Inspection Services
P.O. Box 801357
Santa Clarita, CA 91380
Attention: Todd Tendler, Project Manager

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 CRIA.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide CRIA 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 CRIA 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 CRIA for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the CRIA 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 CRIA 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 CRIA 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 CRIA 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 CRIA 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.

"CRIA"
Civic-Recreational-Industrial Authority

"CONSULTANT"
Coating Specialists and Inspection
Services

By: _____
Troy Helling, Executive Director

By: Patrick Sweeney
Pat Sweeney, General Manager

Attest:

By: _____
Diane M. Schlichting, Board Secretary

Approved as to form:

By: _____
James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Specification Development

Consultant shall develop all specifications for the Industry Hills Grand Arena Painting ("Project"), located at 16200 Temple Avenue. The Project consists of required labor, materials, equipment, and protection measures for the recommended preparations and painting operations of all super structure steel members, supporting steel members, accessories and pre-finished panels. Said specifications shall include, but are not limited to, the following: surface preparation, materials, and application. The specifications shall include sections covering applicable standards, contractor qualifications, safety and health requirements, quality assurance, testing, and inspection.

Quality Assurance Coating Inspection

Consultant shall provide technical as-needed consulting assistance in preparation of technical specifications and a qualified fully trained and equipped fulltime certified coating inspector throughout the progress of the coating work up to and including final acceptance. The coating inspector shall begin inspection on the first construction work day as identified by CRIA and shall continue to inspect the Project daily through construction completion. The work day shall be defined from 7:00 am to 3:30 pm. Consultant shall provide an independent, professional, and thorough inspection. Consultant will be fully equipped with calibrated instruments to verify that the contractor meets all of the requirements of the specification.

Project Support Activities

1. Consultant shall participate in project start-up meetings, weekly job meetings, and any special interest meetings as required to discuss procedures, progress, problems, or outstanding issues. Consultant will complete notes and minutes for all meetings and distribute accordingly, as required.
2. Consultant shall maintain all applicable coating correspondence, reports, job conferences, drawings, submissions, reproductions, and original contract documents including all addenda, change orders, supplemental drawings, records of materials and equipment deliveries and use, manpower, and all other project-related documents. The files will be maintained and turned over to the owner in a summary report.
3. Consultant will utilize a project specific daily inspection report for use by the Consultant inspector. This daily report will include work in progress, areas accepted, and items requiring repair/rework. Consultant will assist

in the determination of the quantities and/or percent of work completed for each item for contractor progress payments.

4. Consultant shall provide any support to the project required to assure that all technical issues and concerns are properly corrected and/or addressed.

Direct Field Inspection Activities

1. Consultant shall ensure that the requirements of the Contract Specifications, as provided by CRIA, and manufacturer's technical data sheets for the various materials are strictly followed. American Society for Testing and Materials (ASTM) 03276 will be used a guideline for proper procedures.
2. Verifications of the contractor's compliance with the specifications will be accomplished by performing the following tasks as applicable/necessary, with the appropriate calibrated instruments for each:
 - a. Condition of Surfaces Prior to Preparation –Consultant shall inspect the surfaces to be prepared to assure that grease and oil have been removed, and sharp edges are removed as specified. T h e National Association of Corrosion Engineers (NACE) Standard RP0178 will be used as acceptance criteria where areas are of concern.
 - b. Compressed Air Cleanliness Consultant shall check the air quality when production includes abrasive blast cleaning or substrate blow-down procedures. This will be accomplished in accordance ASTM 04285.
 - c. Ambient Conditions – Consultant shall monitor ambient conditions in accordance with ASTM E337 to assure that final blast cleaning and coating application operations are not completed outside the specified requirements.
 - d. Surface Preparation – Consultant shall examine the abrasive and equipment used for surface preparation for adequacy to do the work, as specified. Equipment pressures will be monitored . The inspector will verify proper storage and size of abrasives, and that the proper degree of cleaning and surface profile or scarification is achieved.
 - e. Coating Preparation and Mixing – Consultant shall observe the mixing of coatings to assure that all components are added and proportioned correctly and that any induction times are maintained. The inspector will verify that any materials used are approved and that they are not used when the pot or shelf lives have been exceeded.

- f. Coating Application – Consultant shall examine the application equipment for cleanliness and adequacy to do the work. The inspector will observe application techniques to assure proper coverage without detrimental runs, pinholes, or other visually evident deficiencies. The inspector will make spot checks of the wet film thickness in accordance with inspector will make spot checks of the wet film thickness in accordance with ASTM 04414 so that adjustments to the amount of material being applied can be made at the time of application to minimize the amount of rework after the coating has dried.
 - g. Dry Film Thickness – Consultant shall measure the dry film thickness of each coat to assure that it complies with the specification requirements and manufacturers' instructions. Film thickness will be monitored using a Type II film gage in accordance with ASTM 01186, Society for Protective Coatings (SSPC) – Paint Application (PA) 2, or as required (i.e. every 100SqFt).
 - h. Cure Evaluation – Consultant shall evaluate the final cure of the applied lining in accordance with the Manufacturer's recommended procedures, and or ASTM 05402, as required .
 - i. Final Inspection – Consultant shall perform a final inspection to evaluate the Contractor's final product. This will verify that the final visual appearance (SSPC PA1), dry film thickness readings, holiday detection, cure testing, and so forth meet the project requirements.
3. Consultant will use a daily journal, daily reports, and an in-process punch list to clearly document and flow-chart the coating operations and occurrences to verify compliance with Contract documents. At a minimum, the verifications noted above will be recorded. Electronic inspection reports must be delivered periodically throughout the project.
4. Consultant shall immediately report any of contractor's deficiencies, or issues with the project, to the Executive Director.

EXHIBIT B
RATE SCHEDULE

Consultant shall perform the work on a time and materials basis, at the rates set forth below.

Rates

Specification Development.....	\$1,000.00
Coating Inspector.....	\$106.25 per hour/four (4) hour minimum

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of CRIA, 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 CRIA.

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 CRIA, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CRIA, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to CRIA 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 CRIA's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CRIA at all times during the term of this contract. CRIA 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 CRIA 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 CRIA before the CRIA 's own insurance or self-insurance shall be called upon to protect it as a named insured.

CRIA '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, CRIA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CRIA will be promptly reimbursed by Consultant, or CRIA will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CRIA 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 CRIA 's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CRIA, 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 CRIA, 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 CRIA to inform Consultant of non-compliance with any requirement imposes no additional obligations on the CRIA 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 CRIA 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 CRIA.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to CRIA 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 CRIA 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 CRIA 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 CRIA for review.

CRIA 's right to revise specifications. The CRIA 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 CRIA and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the CRIA. The CRIA 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 CRIA.

Timely notice of claims. Consultant shall give the CRIA 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.