

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

MAY 24, 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 24, 2018

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

5.2 Consideration of Amendment No. 1 to the Maintenance Services Agreement with San Gabriel Valley Conservation Corps, increasing compensation under the original amount by \$700,000.00

RECOMMENDED ACTION: Approve the Amendment.

6. **ACTION ITEMS**

6.1 Consideration of Resolution No. CC 2018-15 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, NAMING THE ARENTH AVENUE RECONSTRUCTION PROJECT AS AN SB1 PROJECT FOR FISCAL YEAR 2018-2019

RECOMMENDED ACTION: Approve Resolution No. CC 2018-15.

6.2 Consideration of a Maintenance Services Agreement with Sure Teck Industrial and Commercial Services, Inc., for on-call maintenance services in an amount not-to-exceed \$250,000.00 from May 24, 2018 to May 23, 2019

RECOMMENDED ACTION: Approve the Agreement.

6.3 Consideration of Amendment No. 2 to the Professional Services Agreement with The Pun Group, extending the agreement through June 30, 2018, and increasing total compensation under the Agreement to \$434,528.00

RECOMMENDED ACTION: Approve the Amendment.

6.4 Consideration of Change Order Nos. 1 and 2, and Notice of Completion for Baldwin Park Boulevard and Amar Road Guardrail and Intersection Improvements, with All American Asphalt. (Contract No. CITY-1444, Project No. CIP-ST-18-029-B)

RECOMMENDED ACTION: Approve Change Order Nos. 1 and 2, authorize the Mayor to execute the Change Order, approve the Notice of Completion and authorize the City Engineer to execute and the City Clerk to file same.

- 6.5 Consideration of applications from the following organizations to sell Safe and Sane fireworks in the City: A Place of Hope, Cory Lidle Foundation, Elan Youth Arts, Hacienda Heights Baptist Church, Iglesia Jesus Es Amor, Kiwanis of Hacienda Heights, Knights of Columbus, La Puente High School Athletics, Los Altos High School Quarterback Club, Lyle Olsen Memorial Foundation, Northview High School Baseball Boosters, Rowland High school Raiders Huddle Club, San Gabriel Valley YMCA, SGV Punishers Football Cheer, Shinning Light Ministries, The Jennifer Lenihan Memorial Scholarship Foundation, Walnut Valley Rotary Foundation, Wilson High School Athletic Boosters, Workman High School Athletic Boosters, and Workman High School Band Boosters

RECOMMENDED ACTION: Approve the list of applicants to sell safe and sane fireworks beginning June 28, 2018 and ending July 5, 2018.

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: City of Diamond Bar v. City of Industry; Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS173224
- 10.6 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. City of Industry, *et al.*
Superior Court of California, County of Los Angeles
Case No. BS172995
11. Adjournment. The next regular City Council Meeting will be Thursday, June 14, 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 24, 2018**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	3,658,630.75
103	PROP A FUND	1,356,858.84
104	PROP C FUND	606.94
120	CAPITAL IMPROVEMENT FUND	47,881.25
140	CITY DEBT SERVICE	7,900.00
161	IPUC - ELECTRIC	1,098,691.82
TOTAL ALL FUNDS		6,170,569.60

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	2,359,668.91
REF	REFUSE - CKING ACCOUNT	1,264,225.72
WFBK	WELLS FARGO - CKING ACCOUNT	2,546,674.97
TOTAL ALL BANKS		6,170,569.60

APPROVED PER ACTING CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
May 24, 2018**

Check	Date		Payee Name	Check Amount
CITYELEC.CHK - City Electric				
1443	05/09/2018		CITY OF INDUSTRY	\$261,491.87
	Invoice	Date	Description	Amount
	05/09/18	05/09/2018	TRANSFER FUNDS-ELECTRIC	\$261,491.87
1444	05/11/2018		CITY OF INDUSTRY	\$696,263.01
	Invoice	Date	Description	Amount
	05/11/18-A	05/11/2018	IBC EAST SIDE STREET LIGHTS AND CABLING COST	\$696,263.01

CITYGEN.CHK - City General

24399	05/09/2018		INDUSTRY PROPERTY & HOUSING	\$20,000.00
	Invoice	Date	Description	Amount
	5/9/18	05/09/2018	TRANSFER FUNDS-IPHMA A/P	\$20,000.00
24400	05/09/2018		CIVIC RECREATIONAL INDUSTRIAL	\$52,000.00
	Invoice	Date	Description	Amount
	05/09/18	05/09/2018	TRANSFER FUNDS-CRIA A/P	\$52,000.00

PROPA.CHK - Prop A Checking

CITY OF INDUSTRY

BANK OF AMERICA

May 24, 2018

Check	Date		Payee Name	Check Amount
11765	05/11/2018		CITY OF INDUSTRY	\$249,431.78
	Invoice	Date	Description	Amount
	05/11/2018	05/11/2018	LACMTA REIMBURSEMENT FOR 57/60 CONFLUENCE	\$249,431.78

PROPA.SAV - Prop A Savings

Check	Date		Payee Name	Check Amount
1004	05/09/2018		CITY OF INDUSTRY	\$1,103,804.39
	Invoice	Date	Description	Amount
	05/09/18-A	05/09/2018	TRANSFER FUNDS-PROP A A/P	\$1,103,804.39

PROPC.CHK - Prop C Checking

Check	Date		Payee Name	Check Amount
238	05/11/2018		CITY OF INDUSTRY	\$606.94
	Invoice	Date	Description	Amount
	05/11/18	05/11/2018	TRANSFER TO MEASURE M	\$606.94

Checks	Status	Count	Transaction Amount
	Total	7	\$2,383,597.99

**CITY OF INDUSTRY
WELLS FARGO REFUSE
May 24, 2018**

Check	Date	Payee Name		Check Amount
REFUSE - Refuse Account				
WT244	05/01/2018	CITY OF INDUSTRY DISPOSAL CO.		\$586,459.10
	Invoice	Date	Description	Amount
	3214685	04/30/2018	REFUSE SVC 4/1-4/23/18	\$586,459.10
WT245	05/07/2018	CITY OF INDUSTRY DISPOSAL CO.		\$677,766.62
	Invoice	Date	Description	Amount
	3230005	05/07/2018	REFUSE SVC 4/24-4/30/18	\$677,766.62

Checks	Status	Count	Transaction Amount
	Total	2	\$1,264,225.72

**CITY OF INDUSTRY
VOIDED CHECKS
May 24, 2018**

Check	Date	Payee Name	Check Amount
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CITYGEN.CHK - City General

1063	03/21/2018	05/09/2018	MIDAMERICA ADMINISTRATIVE &	(\$23,874.08)
	Invoice	Date	Description	Amount
	03/21/18	03/21/2018	MEDICAL PREMIUM REIMBURSEMENTS	(\$23,874.08)

PARKCIT.CHK - Parking Citation Checking

600	04/04/2017	05/09/2018	VALENCIA, SUSANNE V.	(\$55.00)
	Invoice	Date	Description	Amount
	04/04/17	04/04/2017	REFUND-CITATION #136361	(\$55.00)

CITY.WF.CHK - City General Wells Fargo

66697	07/13/2017	05/09/2018	QUAN, ISIS	(\$12.54)
	Invoice	Date	Description	Amount
	06/29/17	06/29/2017	REIMBURSEMENT FOR MILEAGE-HOMESTEAD	(\$12.54)

Checks	Status	Count	Transaction Amount
	Total	3	(\$23,941.62)

**CITY OF INDUSTRY
WELLS FARGO BANK
May 24, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68760	05/09/2018		CATHERINE MARCUCCI	\$1,153.26
	Invoice	Date	Description	Amount
	05/17-05/20/18	05/11/2018	TRAVEL ADVANCE-CCCA CONFERENCE AT INDIAN	\$1,153.26
68761	05/09/2018		CORY MOSS	\$1,153.26
	Invoice	Date	Description	Amount
	05/17-05/20/18	05/11/2018	TRAVEL ADVANCE-CCCA CONFERENCE AT INDIAN	\$1,153.26
68762	05/09/2018		SHELL ENERGY NORTH AMERICA-US	\$98,900.00
	Invoice	Date	Description	Amount
	1998485	05/01/2018	CAPACITY FOR APRIL 2018	\$18,500.00
	1998486	05/01/2018	WHOLESALE USE- APRIL 2018	\$80,400.00
68763	05/10/2018		SAN GABRIEL VALLEY	\$68,510.51
	Invoice	Date	Description	Amount
	CI01092018-A	01/09/2018	LANDSCAPE AND MAINT-INDUSTRY TRAIL	\$1,186.35
	CI03092018-A	03/09/2018	REIMBURSEMENT-INDUSTRY HILLS TRAIL MAINT	\$36,500.00
	CI03092018-B	03/09/2018	REIMBURSEMENT-INDUSTRY HILLS TRAIL MAINT	\$9,367.43
	CI04122018	04/12/2018	REIMBURSEMENT-INDUSTRY HILLS TRAIL MAINT	\$18,250.00
	CI04122018-1	04/12/2018	REIMBURSEMENT-INDUSTRY HILLS TRAIL MAINT	\$3,206.73
68764	05/11/2018		AT & T	\$176.00
	Invoice	Date	Description	Amount
	7087411408	04/23/2018	03/19-04/18/18 SVC - 600 S BREA CYN-METROLINK	\$176.00
68765	05/11/2018		FRONTIER	\$223.10

**CITY OF INDUSTRY
WELLS FARGO BANK
May 24, 2018**

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

Invoice	Date	Description	Amount
2018-00001352	04/22/2018	04/22-05/21/18 SVC - GS-21858 VALLEY BLVD	\$54.06
2018-00001353	04/22/2018	04/22-05/21/18 SVC - EM-21733 BAKER PKWY BLDG 21	\$51.37
2018-00001354	04/25/2018	04/25-05/24/18 SVC - EM-21535 BAKER PKWY BLDG 20	\$51.37
2018-00001355	04/25/2018	04/25-05/24/18 SVC - EM-21760 GARCIA LN	\$66.30

68766	05/11/2018	LA PUENTE VALLEY COUNTY	\$11,162.80
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Invoice	Date	Description	Amount
2018-00001378	04/16/2018	02/16-04/16/18 SVC - 211 HACIENDA BLVD (IRR)	\$90.49
2018-00001379	04/16/2018	02/16-04/16/18 SVC - HACIENDA & STAFFORD (IRR)	\$180.01
2018-00001380	04/16/2018	02/16-04/16/18 SVC - HACIENDA & STAFFORD ST (I)	\$172.21
2018-00001381	04/16/2018	02/16-04/16/18 SVC - 285 HACIENDA BLVD (IRRI)	\$61.24
2018-00001382	04/16/2018	02/16-04/16/18 SVC - 1 AZUSA WAY (IRRI)	\$217.66
2018-00001383	04/16/2018	02/16-04/16/18 SVC - RAUSCH RD (IRRI)	\$166.54
2018-00001384	04/16/2018	02/16-04/16/18 SVC - RAUSCH RD (IRRI)	\$154.84
2018-00001385	04/16/2018	02/16-04/16/18 SVC - 15651 STAFFORD ST	\$704.56
2018-00001386	04/16/2018	02/16-04/16/18 SVC - SOTRO ST (IRRI)	\$472.51
2018-00001387	04/16/2018	02/16-04/16/18 SVC - NELSON AVE (IRRI)	\$872.26
2018-00001388	04/16/2018	02/16-04/16/18 SVC - 15522 NELSON AVE	\$55.39
2018-00001389	04/16/2018	02/16-04/16/18 SVC - 220 HACIENDA BLVD (IRRI)	\$185.86
2018-00001390	04/16/2018	02/16-04/16/18 SVC - STAFFORD ST (IRRI)	\$259.96
2018-00001391	04/16/2018	02/16-04/16/18 SVC - HUDSON AVE (IRRI)	\$228.76
2018-00001392	04/16/2018	02/16-04/16/18 SVC - 15415 DON JULIAN RD (IRRI)	\$1,430.85
2018-00001393	04/16/2018	02/16-04/16/18 SVC - HACIENDA BLVD (IRRI)	\$59.29
2018-00001394	04/16/2018	02/16-04/16/18 SVC - PROCTOR & EL ENCANTO (I)	\$213.16
2018-00001395	04/16/2018	02/16-04/16/18 SVC - ALONG RAILROAD TRACK (I)	\$667.51

**CITY OF INDUSTRY
WELLS FARGO BANK
May 24, 2018**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
2018-00001396	04/16/2018	02/16-04/16/18 SVC - STAFFORD & OLD VALLEY (I)	\$285.31
2018-00001397	04/16/2018	02/16-04/16/18 SVC - 15414 DON JULIAN RD	\$162.78
2018-00001398	04/16/2018	02/16-04/16/18 SVC - 15414 DON JULIAN RD (IRRI)	\$497.86
15660STAFF-APR18	04/16/2018	02/16-04/16/18 SVC - 15660 STAFFORD ST	\$170.26
2018-00001399	04/16/2018	02/16-04/16/18 SVC - PARRIOTT & DON JULIAN RD (I)	\$127.36
2018-00001400	04/16/2018	02/16-04/16/18 SVC - DON JULIAN RD	\$888.70
2018-00001401	04/16/2018	02/16-04/16/18 SVC - 15415 DON JULIAN RD (IRRI)	\$600.15
2018-00001402	04/16/2018	02/16-04/16/18 SVC - VALLEY BLVD (IRRI)	\$74.89
2018-00001403	04/16/2018	02/16-04/16/18 SVC - 201 STAFFORD ST (IRRI)	\$1,301.59
2018-00001404	04/16/2018	02/16-04/16/18 SVC - 15414 DON JULIAN RD	\$139.06
2018-00001405	04/16/2018	02/16-04/16/18 SVC - 15414 DON JULIAN RD (IRRI)	\$470.56
2018-00001406	04/16/2018	02/16-04/16/18 SVC - 15625 STAFFORD ST	\$182.14
2018-00001407	04/16/2018	02/16-04/16/18 SVC - 15625 STAFFORD ST	\$69.04
68767	05/11/2018	ROWLAND WATER DISTRICT	\$1,748.16
Invoice	Date	Description	Amount
2018-00001356	04/26/2018	03/19-04/16/18 SVC - 1123D HATCHER ST	\$49.44
2018-00001357	04/26/2018	03/19-04/16/18 SVC - 1123C HATCHER ST	\$116.64
2018-00001358	04/26/2018	03/19-04/16/18 SVC - 1135 HATCHER ST	\$33.44
2018-00001359	04/26/2018	03/19-04/16/18 SVC - 17217 & 17229 CHESTNUT - IRR	\$79.47
2018-00001360	04/26/2018	03/19-04/16/18 SVC - AZUSA AVE (RC)	\$47.76
2018-00001361	04/26/2018	03/19-04/16/18 SVC - 755 NOGALES (RC)	\$194.87
2018-00001362	04/26/2018	03/20-04/18/18 SVC - 1015 NOGALES STREET - PUMP	\$250.16
2018-00001363	04/26/2018	03/20-04/18/18 SVC - 909 U NOGALES STREET	\$299.04
2018-00001364	04/26/2018	03/20-04/18/18 SVC - 1023 U NOGALES ST	\$523.04
2018-00001365	04/26/2018	03/20-04/18/18 SVC - 1100 AZUSA AVE	\$154.30

**CITY OF INDUSTRY
WELLS FARGO BANK
May 24, 2018**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
68768	05/11/2018	SO CALIFORNIA EDISON COMPANY		\$1,757.84
	Invoice	Date	Description	Amount
		2018-00001367	04/24/2018 03/22-04/23/18 SVC - 21380 VALLEY PED	\$25.79
		2018-00001368	04/24/2018 03/22-04/23/18 SVC - 575 BREA CYN RD	\$26.50
		2018-00001369	04/24/2018 03/22-04/23/18 SVC - 1007 LAWSON ST TC1	\$50.22
		2018-00001370	04/24/2018 03/22-04/23/18 SVC - 580 BREA CYN RD	\$26.35
		2018-00001372	04/26/2018 03/01-04/24/18 SVC - 600 S BREA CYN RD	\$114.24
		2018-00001373	04/26/2018 03/26-04/25/18 SVC - 745 ANAHEIM PUENTE RD CP	\$69.33
		2018-00001374	04/26/2018 03/26-04/25/18 SVC - 17378 GALE AVE B	\$418.84
		2018-00001375	04/27/2018 03/26-04/25/18 SVC - BREA CYN RD-VARIOUS SITES	\$687.65
		2018-00001376	04/28/2018 03/28-04/27/18 SVC - 137 N HUDSON AVE	\$338.92
68769	05/11/2018	SO CALIFORNIA EDISON COMPANY		\$99.34
	Invoice	Date	Description	Amount
		2018-00001366	04/24/2018 03/16-04/17/18 SVC - 19001 TONNER CYN RD	\$81.70
		2018-00001371	04/25/2018 03/23-04/24/18 SVC - 5010 ENGLISH RD	\$17.64
68770	05/11/2018	SOCALGAS		\$83.30
	Invoice	Date	Description	Amount
		2018-00001377	04/24/2018 03/22-04/20/18 SVC - 15415 DON JULIAN RD	\$83.30
68771	05/11/2018	SUBURBAN WATER SYSTEMS		\$613.75
	Invoice	Date	Description	Amount
		180080654755	04/23/2018 03/23-04/23/18 SVC - AZUSA & GEMINI	\$613.75

**CITY OF INDUSTRY
WELLS FARGO BANK
May 24, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68772	05/16/2018		AT & T	\$9.03
	Invoice	Date	Description	Amount
	2018-00001419	05/01/2018	05/01-05/31/18 SVC - CITY WHITE PAGES	\$9.03
68773	05/16/2018		AT & T	\$225.00
	Invoice	Date	Description	Amount
	8964483372	05/01/2018	05/01-05/31/18 SVC - 600 S BREA CYN-METROLINK	\$225.00
68774	05/16/2018		FRONTIER	\$2,595.60
	Invoice	Date	Description	Amount
	2018-00001450	04/28/2018	04/28-05/27/18 SVC - EM-179 S. GRAND AVE	\$37.78
	2018-00001451	04/28/2018	04/28-05/27/18 SVC - EM-21912 GARCIA LN-ALARM	\$66.30
	2018-00001452	04/28/2018	04/28-05/27/18 SVC - EM-21700 BAKER PKWY BLDG 23	\$51.37
	2018-00001453	05/01/2018	05/01-05/31/18 SVC - VARIOUS SITES	\$963.70
	2018-00001454	05/01/2018	05/01-05/31/18 SVC - VARIOUS GENERATOR SITES	\$1,054.51
	2018-00001455	05/01/2018	05/01-05/31/18 SVC - GS-21650 VALLEY BLVD	\$51.37
	2018-00001456	05/01/2018	05/01-05/31/18 SVC - GS-21700 VALLEY BLVD	\$54.06
	2018-00001457	05/02/2018	05/02-06/01/18 SVC - IH GOLF COURSE FUEL PUMP	\$144.99
	2018-00001458	05/02/2018	05/02-06/01/18 SVC - 1015 NOGALES ST PUMP STN	\$51.16
	2018-00001459	05/04/2018	05/04-06/03/18 SVC - EM-21858 GARCIA-ALARM	\$66.30
	2018-00001460	05/04/2018	05/04-06/03/18 SVC - GS-21620 VALLEY BLVD	\$54.06
68775	05/16/2018		ROWLAND WATER DISTRICT	\$1,266.49
	Invoice	Date	Description	Amount
	2018-00001420	04/26/2018	03/19-04/16/18 SVC - 17401 VALLEY BLVD	\$368.56
	2018-00001421	04/26/2018	03/19-04/16/18 SVC - 18044 ROWLAND-LAWSON	\$84.64

**CITY OF INDUSTRY
WELLS FARGO BANK
May 24, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2018-00001422	04/26/2018	03/19-04/16/18 SVC - HURLEY STREET & VALLEY	\$254.19
	2018-00001423	04/26/2018	03/20-04/18/18 SVC - AZUSA AVENUE - CENTER	\$52.64
	2018-00001424	04/26/2018	03/20-04/18/18 SVC - AZUSA AVENUE 205597	\$43.87
	2018-00001425	04/26/2018	03/19-04/16/18 SVC - 930 AZUSA AVENUE	\$462.59
68776	05/16/2018		SAN GABRIEL VALLEY WATER CO.	\$8,043.31
	Invoice	Date	Description	Amount
	2018-00001438	04/27/2018	03/27-04/26/18 SVC - PELLISSIER	\$392.86
	2018-00001439	04/27/2018	03/27-04/26/18 SVC - PELLISSIER	\$914.19
	2018-00001440	04/27/2018	03/27-04/26/18 SVC - PECK/UNION PACIFIC BRIDGE	\$502.19
	2018-00001441	04/27/2018	03/27-04/26/18 SVC - S/E COR OF PELLISSIER	\$1,087.88
	2018-00001442	04/27/2018	03/27-04/26/18 SVC - PELLISSIER	\$484.68
	2018-00001443	04/27/2018	03/27-04/26/18 SVC - IRRIG SALT LAKE/SEVENTH	\$193.73
	2018-00001444	04/27/2018	03/27-04/26/18 SVC - STA 111-50 CROSSROADS PKY	\$344.11
	2018-00001445	04/27/2018	03/27-04/26/18 SVC - STA 129-00 CROSSROADS PKY	\$1,019.61
	2018-00001446	04/27/2018	03/27-04/26/18 SVC - CROSSROADS PKY NORTH	\$877.03
	2018-00001447	04/27/2018	03/27-04/26/18 SVC - CROSSROADS PKY SOUTH	\$978.55
	2018-00001448	04/27/2018	03/27-04/26/18 SVC - STA 103-80 CROSSROADS PKY	\$191.83
	2018-00001449	04/27/2018	03/27-04/26/18 SVC - CROSSROADS PKY SOUTH	\$1,056.65
68777	05/16/2018		SO CALIFORNIA EDISON COMPANY	\$29,034.13
	Invoice	Date	Description	Amount
	2018-00001426	05/01/2018	03/28-04/27/18 SVC - VARIOUS SITES	\$349.84
	2018-00001427	05/02/2018	04/01-05/01/18 SVC - 1 VALLEY/AZUSA	\$16.00
	2018-00001428	05/02/2018	04/01-05/01/18 SVC - VARIOUS SITES	\$90.17
	2018-00001429	05/02/2018	04/01-05/01/18 SVC - 600 BREA CYN RD	\$475.78

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
2018-00001430	05/04/2018	04/01-05/01/18 SVC - VARIOUS SITES-INTERCONNECT		\$322.47
2018-00001431	05/04/2018	04/04-05/03/18 SVC - 208 S WADDINGHAM WAY CP		\$122.61
15660STAFF-MAY18	05/05/2018	03/28-04/27/18 SVC - 15660 STAFFORD ST		\$1,697.50
2018-00001432	05/05/2018	04/04-05/03/18 SVC - 15625 STAFFORD ST		\$4,091.56
2018-00001433	05/08/2018	04/06-05/07/18 SVC - 1135 HATCHER AVE		\$240.88
2018-00001434	05/08/2018	04/01-05/01/18 SVC - NOGALES ST/SAN JOSE AVE		\$467.69
2018-00001435	05/08/2018	04/06-05/07/18 SVC - 1123 HATCHER AVE STE A		\$153.35
2018-00001436	05/09/2018	04/06-05/07/18 SVC - VARIOUS SITES		\$98.06
2018-00001437	05/09/2018	04/01-05/01/18 SVC - 208 S WADDINGHAM WAY		\$20,908.22
68778	05/16/2018		SOCALGAS	\$937.88
Invoice	Date	Description		Amount
2018-00001461	05/01/2018	03/29-04/27/18 SVC - 710 NOGALES ST		\$14.30
2018-00001462	05/01/2018	03/29-04/27/18 SVC - 1015 NOGALES ST STE 101		\$15.81
2018-00001463	05/03/2018	04/02-05/01/18 SVC - 2700 CHINO HILLS PKWY		\$52.93
2018-00001464	05/03/2018	04/02-05/01/18 SVC - 1 INDUSTRY HILLS PKWY		\$15.13
2018-00001465	05/07/2018	04/01-05/01/18 SVC - 1 INDUSTRY HILLS PKWY UNIT B		\$50.00
2018-00001466	05/07/2018	04/04-05/03/18 SVC - 15625 STAFFORD ST APT A		\$147.66
2018-00001467	05/07/2018	04/04-05/03/18 SVC - 15625 STAFFORD ST APT B		\$252.70
2018-00001468	05/07/2018	04/04-05/03/18 SVC - 15633 RAUSCH RD		\$279.20
2018-00001469	05/07/2018	04/04-05/03/18 SVC - 15651 STAFFORD ST		\$110.15
68779	05/16/2018		SUBURBAN WATER SYSTEMS	\$251.53
Invoice	Date	Description		Amount
180031247692	05/02/2018	04/04-05/02/18 SVC - NE CNR VALLEY/STIMS		\$251.53

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
68780	05/24/2018			ANNEALTA GROUP	\$104,875.00
	Invoice	Date	Description	Amount	
	1192	05/09/2018	GENERAL PLANNING SVC-APR 2018	\$25,097.50	
	1193	05/09/2018	GENERAL DEVELOPMENT SVC-APR 2018	\$55,157.50	
	1194	05/09/2018	STORMWATER COMPLIANCE-APR 2018	\$22,662.50	
	1195	05/09/2018	13031 TEMPLE AVE	\$765.00	
	1196	05/09/2018	13530 NELSON AVE	\$90.00	
	1197	05/09/2018	17801 GALE AVE	\$180.00	
	1198	05/09/2018	17980 CASTLETON ST	\$170.00	
	1199	05/09/2018	241 CALIFORNIA	\$127.50	
	1200	05/09/2018	333 HACIENDA BLVD	\$90.00	
	1201	05/09/2018	338 TURBULL CYN	\$85.00	
	1202	05/09/2018	16601 CHESTNUT ST	\$450.00	
68781	05/24/2018			ARAMARK REFRESHMENT SERVICE, INC	\$100.70
	Invoice	Date	Description	Amount	
	7626043	05/08/2018	COFFEE/OFFICE SUPPLIES	\$100.70	
68782	05/24/2018			B AND T CATTLE	\$14,580.00
	Invoice	Date	Description	Amount	
	83	04/27/2018	MAINT SVC-MAY 2018	\$14,580.00	
68783	05/24/2018			BRYAN PRESS	\$2,320.51
	Invoice	Date	Description	Amount	
	0079287	04/24/2018	BUSINESS CARDS-E. CALVO	\$44.33	
	0079218	04/24/2018	NOTICE OF PARKING VIOLATIONS	\$2,276.18	

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
68784	05/24/2018			CASSO & SPARKS, LLP	\$127,485.19
	Invoice	Date	Description	Amount	
	20282	05/16/2018	COI-LEGAL SVC FOR JAN 2018 (PARTIAL BILLING)	\$55,797.53	
	20284	05/16/2018	COI-LEGAL SVC FOR FEB 2018 (PARTIAL BILLING)	\$50,791.08	
	20281	05/16/2018	COI-ADD'L LEGAL SVC FOR NOV 2017	\$20,896.58	
68785	05/24/2018			CHAD'S PROFESSIONAL CLEANING	\$2,130.00
	Invoice	Date	Description	Amount	
	05/04/18	05/04/2018	CARPET CLEANING-CITY HALL	\$2,130.00	
68786	05/24/2018			CINTAS CORPORATION LOC 693	\$111.20
	Invoice	Date	Description	Amount	
	693107666	05/07/2018	DOOR MATS	\$55.60	
	693105640	04/30/2018	DOOR MATS	\$55.60	
68787	05/24/2018			CITY OF INDUSTRY DISPOSAL CO.	\$2,239.52
	Invoice	Date	Description	Amount	
	3214727	04/30/2018	DISP SVC-3226 GILMAN RD	\$84.51	
	3214728	04/30/2018	DISP SVC-16000 TEMPLE AVE	\$140.85	
	3214729	04/30/2018	DISP SVC-14362 PROCTOR AVE	\$84.51	
	3214730	04/30/2018	DISP SVC-15710 NELSON AVE	\$28.17	
	3214731	04/30/2018	DISP SVC-15702 NELSON AVE	\$28.17	
	3214732	04/30/2018	DISP SVC-507 TURNBULL CYN RD	\$56.34	
	3214733	04/30/2018	DISP SVC-15730 NELSON AVE	\$28.17	
	3214734	04/30/2018	DISP SVC-15644 NELSON AVE	\$28.17	

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3214735	04/30/2018	DISP SVC-15626 NELSON AVE	\$28.17
3214736	04/30/2018	DISP SVC-629 GIANO AVE	\$56.34
3214737	04/30/2018	DISP SVC-754 S 5TH AVE	\$56.34
3214738	04/30/2018	DISP SVC-210 S 9TH AVE	\$56.34
3214739	04/30/2018	DISP SVC-16020 HILL ST	\$28.17
3214740	04/30/2018	DISP SVC-15736 NELSON VE	\$28.17
3214741	04/30/2018	DISP SVC-15634 NELSON AVE	\$28.17
3214742	04/30/2018	DISP SVC-257 TURNBULL CYN RD	\$42.26
3214743	04/30/2018	DISP SVC-643 GIANO AVE	\$56.34
3214744	04/30/2018	DISP SVC-15151 PROCTOR AVE	\$84.51
3214745	04/30/2018	DISP SVC-15157 WALBROOK DR	\$28.17
3214746	04/30/2018	DISP SVC-16000 HILL ST	\$28.17
3214747	04/30/2018	DISP SVC-16010 HILL ST	\$56.34
3214748	04/30/2018	DISP SVC-16014 HILL ST	\$28.17
3214749	04/30/2018	DISP SVC-16229 HANDORF RD	\$28.17
3214750	04/30/2018	DISP SVC-16242 HANDORF RD	\$56.34
3214751	04/30/2018	DISP SVC-16220 HANDORF RD	\$84.51
3214752	04/30/2018	DISP SVC-16218 HANDORF RD	\$28.17
3214753	04/30/2018	DISP SVC-16217 HANDORF RD	\$56.34
3214754	04/30/2018	DISP SVC-16227 HANDORF RD	\$28.17
3214755	04/30/2018	DISP SVC-16238 HANDORF RD	\$28.17
3214756	04/30/2018	DISP SVC-16224 HANDORF RD	\$28.17
3214757	04/30/2018	DISP SVC-15714 NELSON AVE	\$28.17
3214758	04/30/2018	DISP SVC-15652 NELSON AVE	\$28.17
3214759	04/30/2018	DISP SVC-134 TURNBULL CYN RD	\$28.17
3214760	04/30/2018	DISP SVC-14063 PROCTOR AVE	\$84.51

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
3214761	04/30/2018		DISP SVC-20137 E WALNUT DR S	\$28.17
3214762	04/30/2018		DISP SVC-15722 NELSON AVE	\$28.17
3214763	04/30/2018		DISP SVC-17229 CHESTNUT ST	\$84.51
3214764	04/30/2018		DISP SVC-130 TURNBULL CYN RD	\$28.17
3214765	04/30/2018		DISP SVC-132 TURNBULL CYN RD	\$28.17
3214766	04/30/2018		DISP SVC-138 TURNBULL CYN RD	\$28.17
3214767	04/30/2018		DISP SVC-15236 VALLEY BLVD	\$169.02
3214768	04/30/2018		DISP SVC-16200 TEMPLE AVE	\$84.51
3214769	04/30/2018		DISP SVC-14310 PROCTOR AVE	\$84.51
3214770	04/30/2018		DISP SVC-16212 TEMPLE VE	\$84.51
68788	05/24/2018		CITY OF INDUSTRY-PAYROLL ACCT	\$150,000.00
Invoice	Date	Description	Amount	
P/R PE 5/4/18	05/10/2018	REIMBURSE FOR PAYROLL P/E 5/4/18	\$150,000.00	
68789	05/24/2018		CITY OF INDUSTRY-REFUSE	\$10,684.04
Invoice	Date	Description	Amount	
3228640	05/01/2018	DISP SVC-CITY HALL	\$313.42	
3228641	05/01/2018	DISP SVC/BOX RENTAL-TONNER CYN	\$1,095.22	
3228642	05/01/2018	STORAGE BOX RENTAL-CAMP COURAGE	\$300.00	
3228872	05/01/2018	DISP SVC-205 N HUDSON	\$192.82	
3228873	05/01/2018	DISP SVC-841 7TH AVE	\$192.82	
3228643	05/01/2018	DISP SVC-TRES HERMANOS	\$144.83	
3229166	05/01/2018	DISP SVC-CITY BUS STOPS	\$4,376.33	
3228128	04/30/2018	DISP SVC-1123 HATCHER AVE	\$4,068.60	

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Check	Date	Payee Name			Check Amount
CITY.WF.CHK - City General Wells Fargo					
68790	05/24/2018	CITY OF INDUSTRY-REFUSE			\$78.80
	Invoice	Date	Description	Amount	
	3228706	05/01/2018	DISP SVC-METROLINK	\$78.80	
68791	05/24/2018	CNC ENGINEERING			\$142,441.25
	Invoice	Date	Description	Amount	
	456759	05/10/2018	ELECTRIC VEHICLE CHARGING STATION	\$1,433.75	
	456760	05/10/2018	RESURFACING DESIGN EXPO CENTER PARKING LOT	\$15,943.75	
	456761	05/10/2018	EXPO CENTER MAIN GATE IMPROVEMENTS	\$280.00	
	456762	05/10/2018	EL ENCANTO PARKING ELECTRICAL REPAIRS	\$370.00	
	456763	05/10/2018	VIDEO SECURITY SYSTEM INSTALLATION	\$3,407.50	
	456764	05/10/2018	HATCHER YARD FACILITY DEMO	\$660.00	
	456765	05/10/2018	INDUSTRY HILLS TRAILS GRADING RESTORATION	\$1,757.50	
	456766	05/10/2018	INDUSTRY HILLS GRAND ARENA PAINTING	\$2,057.50	
	456767	05/10/2018	CATCH BASIN RETROFITS, PHASE 2	\$1,235.00	
	456768	05/10/2018	GENERAL ENGINEERING-MAINT OF CITY	\$1,757.50	
	456769	05/10/2018	GENERAL ENGINEERING-MAINT OF CITY	\$3,627.50	
	456770	05/10/2018	GENERAL ENGINEERING-MAINT OF CITY	\$577.50	
	456771	05/10/2018	WALNUT DR SOUTH WIDENING	\$165.00	
	456772	05/10/2018	2016-2017 CLEANOUT OF STORMWATER DEVICES	\$840.00	
	456773	05/10/2018	IBC EAST SIDE STREET LIGHT AND CABLING	\$370.00	
	456774	05/10/2018	GRAND CROSSING SUBSTATION	\$745.00	
	456775	05/10/2018	ARENTH AVE RECONSTRUCTION	\$495.00	
	456776	05/10/2018	CITYWIDE CATCH BASIN RETROFIT	\$3,665.00	
	456777	05/10/2018	CURB AND PAVEMENT MARKINGS	\$185.00	
	456778	05/10/2018	205 HUDSON AVE BLDG IMPROVEMENTS	\$2,362.50	

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CITY.WF.CHK - City General Wells Fargo			
456779	05/10/2018	BALDWIN PARK BLVD & AMAR RD	\$2,258.75
456780	05/10/2018	EL ENCANTO ROOF REPAIR	\$792.50
456781	05/10/2018	GENERAL ENGINEERING SVC 4/23-5/6/18	\$36,115.00
456782	05/10/2018	NPDES STORM WATER	\$5,147.50
456783	05/10/2018	TONNER CYN PROPERTY	\$1,305.00
456784	05/10/2018	PUENTE VALLEY OPERABLE UNIT	\$185.00
456785	05/10/2018	EXPO CENTER STANDARDS OF FACILITIES MAINT	\$1,815.00
456786	05/10/2018	CITY ELECTRICAL FACILITIES	\$13,202.50
456787	05/10/2018	CIWS MGMT AND OPERATION	\$235.00
456788	05/10/2018	TRES HERMANOS GENERAL ENGINEERING	\$940.00
456789	05/10/2018	HOMESTEAD MUSEUM IMPROVEMENTS	\$4,290.00
456790	05/10/2018	METROLINK OPERATION AND MAINT OF PARKING	\$1,380.00
456791	05/10/2018	FISCAL YEAR BUDGET	\$13,147.50
456792	05/10/2018	AJAX AVE STOM DRAIN	\$1,250.00
456793	05/10/2018	VARIOUS ASSIGNMENTS RELATED TO SUCCESSOR	\$7,590.00
456794	05/10/2018	COI BICYCLE MASTER PLAN	\$72.50
456795	05/10/2018	VALLEY BLVD RECONSTRUCTION	\$5,900.00
456796	05/10/2018	UNRUH AVE AND DON JULAIN RECONSTRUCTION	\$1,625.00
456797	05/10/2018	CARTEGRAPH IMPLEMENTATION & MGMT	\$330.00
456798	05/10/2018	NOGALES GRADE SEPARATION	\$117.50
456799	05/10/2018	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$1,110.00
456800	05/10/2018	FAIRWAY DR GRADE SEPARATION	\$587.50
456758	05/10/2018	EMERGENCY STANDBY POWER GENERATOR	\$1,110.00

68792	05/24/2018		CORELOGIC INFORMATION	\$192.50
Invoice	Date	Description	Amount	

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CITY.WF.CHK - City General Wells Fargo				
	81889355	04/30/2018	GEOGRAPHIC PKG-APR 2018	\$192.50
68793	05/24/2018		DAPEER, ROSENBLIT, AND LITVAK,	\$2,535.50
	Invoice	Date	Description	Amount
	14388	03/31/2018	LEGAL SVC-CODE ENFORCEMENT	\$2,315.50
	14389	03/31/2018	SPECIALIZED LEGAL SVC-MAR 2018	\$220.00
68794	05/24/2018		DIGITAL ASSURANCE	\$7,500.00
	Invoice	Date	Description	Amount
	39051	05/01/2018	DISSEMINATION SVC AND STORAGE FEE FOR	\$7,500.00
68795	05/24/2018		DIRECTV - FOR BUSINESS	\$50.47
	Invoice	Date	Description	Amount
	34109093302	05/08/2018	RSN FEES	\$50.47
68796	05/24/2018		EASYLINK SERVICES CORPORATION	\$68.50
	Invoice	Date	Description	Amount
	07634191805	05/02/2018	FAX SVC-APR 2018	\$68.50
68797	05/24/2018		EGOSCUE LAW GROUP, INC.	\$1,512.50
	Invoice	Date	Description	Amount
	11939	05/02/2018	LEGAL SVC-FOLLOW'S CAMP	\$1,512.50
68798	05/24/2018		FRAZER, LLP	\$7,515.00
	Invoice	Date	Description	Amount
	154935	04/30/2018	COI-PROF SVC FOR APR 2018	\$7,515.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68799	05/24/2018		FUEL PROS, INC.	\$3,456.14
	Invoice	Date	Description	Amount
	35319	04/30/2018	IH FUEL STN TESTING ON 4/11/18	\$2,025.64
	35353	04/30/2018	IH FUEL STN MAINT	\$384.00
	35511	04/30/2018	IH FUEL STN MAINT	\$225.00
	35515	04/30/2018	IH FUEL STN MAINT	\$150.00
	35669	04/30/2018	IH FUEL STN MAINT	\$362.50
	35670	04/30/2018	IH FUEL STN MAINT	\$309.00
68800	05/24/2018		GMS ELEVATOR SERVICES, INC	\$138.00
	Invoice	Date	Description	Amount
	92220	05/01/2018	MONTHLY SVC-CITY HALL	\$138.00
68801	05/24/2018		HDL COREN & CONE	\$2,400.00
	Invoice	Date	Description	Amount
	0025197-IN	04/26/2018	CONTRACT SVC PROP TAX-SECOND QTR 2018	\$2,400.00
68802	05/24/2018		HELLING, TROY	\$77.10
	Invoice	Date	Description	Amount
	05/01/18	05/01/2018	REIMBURSEMENT FOR LUNCH MEETING	\$77.10
68803	05/24/2018		HISTORICAL RESOURCES, INC.	\$8,000.47
	Invoice	Date	Description	Amount
	05/09/2018	05/09/2018	REIMBURSEMENT FOR VOLUNTEER APPRECIATION	\$8,000.47

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68804	05/24/2018		INDUSTRY SECURITY SERVICES	\$34,102.74
	Invoice	Date	Description	Amount
	14-22515	05/04/2018	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-22517	05/04/2018	EXTRA SECURITY FOR HOMESTEAD ON 4/28-4/29/18	\$646.76
	14-22506	05/04/2018	SECURITY SVC 4/27-5/3/18	\$14,431.57
	14-22523	05/11/2018	SECURITY SVC 5/4-5/10/18	\$16,837.29
68805	05/24/2018		INDUSTRY SECURITY SERVICES	\$3,448.95
	Invoice	Date	Description	Amount
	14-22514	05/04/2018	SECURITY SVC-METROLINK	\$1,719.22
	14-22531	05/11/2018	SECURITY SVC-METROLINK	\$1,729.73
68806	05/24/2018		INDUSTRY TIRE SERVICE	\$70.00
	Invoice	Date	Description	Amount
	0281448	05/07/2018	REPAIR LOOSE TIRE	\$35.00
	0281235	04/25/2018	REPAIR LOOSE TIRE	\$35.00
68807	05/24/2018		IUDA - 2008 SUB-LIEN #2	\$39,486.87
	Invoice	Date	Description	Amount
	05/14/18	05/14/2018	REIMBURSEMENT FOR RIGHT OF WAY COSTS FOR	\$39,486.87
68808	05/24/2018		JAS PACIFIC	\$16,440.00
	Invoice	Date	Description	Amount
	BI 12911	05/05/2018	DEVELOPMENT SVC SUPPORT-APR 2018	\$16,440.00
68809	05/24/2018		JMDiaz, Inc.	\$251,878.71

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CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	017 (18-056)	04/30/2018	STAFF AUGMENTATION-APR 2018	\$251,878.71
68810	05/24/2018		JOHNNIES TREE SERVICE	\$26,500.00
	Invoice	Date	Description	Amount
	5381	05/03/2018	TRIMMING OF (67) EUCALYPTUS TREES	\$26,500.00
68811	05/24/2018		L A COUNTY DEPT OF PUBLIC	\$16,273.31
	Invoice	Date	Description	Amount
	IN180000768	04/26/2018	ACCIDENT-HACIENDA BLVD @ VALLEY BLVD	\$546.07
	IN180000848	04/26/2018	ACCIDENT-SUNSET AVE @ VALLEY BLVD	\$167.37
	IN180000847	04/26/2018	ACCIDENT-FULLERTON RD @ RAILROAD ST	\$4,842.59
	IN180000843	04/26/2018	ACCIDENT- AZUSA AVE @ RAILROAD ST	\$822.37
	IN180000908	05/03/2018	ACCIDENT-COLIMA RD @ WALNUT	\$4,085.32
	IN180000907	05/03/2018	ACCIDENT-AMAR RD @ ECHELON AVE	\$161.76
	IN180000910	05/03/2018	ACCIDENT-AMAR RD @ VINELAND AVE	\$359.73
	IN180000919	05/03/2018	ACCIDENT-GALE AVE @ STONER CREEK RD	\$3,162.15
	IN180000920	05/03/2018	ACCIDENT-CALIFORNIA AVE @ NELSON AVE	\$2,125.95
68812	05/24/2018		L A COUNTY DEPT OF PUBLIC	\$66,456.68
	Invoice	Date	Description	Amount
	IN180000838	04/23/2018	BLDG AND SAFETY SVC-ONE STOP SHOP FOR FEB	\$66,456.68
68813	05/24/2018		L A COUNTY SHERIFF'S	\$823,509.43
	Invoice	Date	Description	Amount
	183524CY	04/26/2018	SPECIAL EVENT-DIRECTED PATROL	\$28,366.04

**CITY OF INDUSTRY
WELLS FARGO BANK
May 24, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	183652CY	05/08/2018	SHERIFF CONTRACT-APR 2018	\$795,143.39
68814	05/24/2018		LOCKS PLUS	\$846.19
	Invoice	Date	Description	Amount
	24182	04/25/2018	MAST PAD LOCK-HOMESTEAD	\$64.28
	33781	05/01/2018	REPLACE LOCK-IMC	\$352.12
	33683	05/15/2018	KNOX BOX-15660 STAFFORD ST	\$429.79
68815	05/24/2018		LOS ANGELES TIMES MEDIA GROUP	\$12,648.45
	Invoice	Date	Description	Amount
	003570897	04/30/2018	ADVERTISING FOR VICTORIAN FAIR-HOMESTEAD	\$12,648.45
68816	05/24/2018		MERRITT'S ACE HARDWARE	\$8.74
	Invoice	Date	Description	Amount
	104997	04/24/2018	MISC SUPPLIES-HOMESTEAD	\$8.74
68817	05/24/2018		MR PLANT & INTERIOR BOTANICAL	\$720.00
	Invoice	Date	Description	Amount
	MAY 8874	05/01/2018	PLANT MAINT-MAY 2018	\$720.00
68818	05/24/2018		NEOFUNDS BY NEOPOST	\$500.00
	Invoice	Date	Description	Amount
	IN0000011282450C	04/27/2018	POSTAGE-FINANCE DEPT	\$500.00
68819	05/24/2018		NHA ADVISORS, LLC	\$6,313.04
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
May 24, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	3/12/18-R	03/12/2018	FINANCIAL ADVISOR SVC JUL-NOV 2017	\$6,313.04
68820	05/24/2018		NORTON ROSE FULBRIGHT US LLP	\$400.00
	Invoice	Date	Description	Amount
	9495035367	04/11/2018	PROF SVC-2010 GO BONDS	\$400.00
68821	05/24/2018		PITNEY BOWES, INC.	\$111.88
	Invoice	Date	Description	Amount
	3102137542	05/02/2018	POSTAGE MACHINE-FIRST FLOOR	\$111.88
68822	05/24/2018		PT EVENTS, INC.	\$1,479.25
	Invoice	Date	Description	Amount
	6331	04/26/2018	RENTALS FOR VICTORIAN FAIR	\$1,479.25
68823	05/24/2018		R.F. DICKSON CO., INC.	\$17,594.06
	Invoice	Date	Description	Amount
	2509107	04/30/2018	STREET & PARKING LOT SWEEPING	\$17,594.06
68824	05/24/2018		RASIC, ALEXANDRA	\$140.08
	Invoice	Date	Description	Amount
	05/09/18	05/09/2018	REIMBURSE FOR MILEAGE-HOMESTEAD	\$140.08
68825	05/24/2018		RICOH USA, INC.	\$565.45
	Invoice	Date	Description	Amount
	5053198557	04/24/2018	METER READING-FINANCE COPIER	\$468.59
	5053310372	05/03/2018	METER READING-DEVELOPMENT COPIER	\$96.86

**CITY OF INDUSTRY
WELLS FARGO BANK
May 24, 2018**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
68826	05/24/2018			RICOH USA, INC.	\$2,650.76
	Invoice	Date	Description	Amount	
	59096944	05/06/2018	COPIER LEASE-VARIOUS	\$2,650.76	
68827	05/24/2018			SAN GABRIEL VALLEY	\$57,585.00
	Invoice	Date	Description	Amount	
	CI04252018	04/25/2018	LANDSCAPE/MAINT SVC-INDUSTRY HILLS TRAILS	\$3,075.00	
	CI04252018-A	04/25/2018	LANDSCAPE/MAINT SVC-EXPO CENTER BACK SIDE	\$32,400.00	
	CI05092018	05/09/2018	LANDSCAPE/MAINT SVC-EXPO CENTER BACK SIDE	\$22,110.00	
68828	05/24/2018			SAN GABRIEL VALLEY NEWSPAPER	\$2,808.50
	Invoice	Date	Description	Amount	
	0000379600	04/30/2018	MONTHLY ADVERTISING FOR APR 2018-HOMESTEAD	\$1,643.50	
	0000374316	03/31/2018	MONTHLY ADVERTISING FOR MAR 2018-HOMESTEAD	\$1,165.00	
68829	05/24/2018			SATSUMA LANDSCAPE & MAINT.	\$110,085.61
	Invoice	Date	Description	Amount	
	0418CH-1	04/27/2018	LANDSCAPE SVC-VARIOUS AGENCY SITES	\$22,028.40	
	0418TA	04/27/2018	LANDSCAPE SVC-TEMPLE AND AZUSA	\$35,732.16	
	0418CH	04/27/2018	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$24,537.85	
	0418XROADS	04/27/2018	LANDSCAPE SVC-CROSSROADS PKY NORTH &	\$27,787.20	
68830	05/24/2018			SHI INTERNATIONAL CORPORATION	\$1,530.00
	Invoice	Date	Description	Amount	
	B08184656	05/04/2018	COMPUTER SOFTWARE	\$1,530.00	

**CITY OF INDUSTRY
WELLS FARGO BANK
May 24, 2018**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
68831	05/24/2018			SO CAL INDUSTRIES	\$185.26
	Invoice	Date	Description	Amount	
	323450	04/20/2018	FENCE RENTAL-INDUSTRY HILLS	\$90.34	
	324080	04/25/2018	RR RENTAL-TONNER CYN/GRAND AVE	\$94.92	
68832	05/24/2018			SO CAL INDUSTRIES	\$94.92
	Invoice	Date	Description	Amount	
	323870	04/24/2018	RR RENTAL-METROLINK	\$94.92	
68833	05/24/2018			SPARKLETTS	\$93.81
	Invoice	Date	Description	Amount	
	16916898 051118	05/11/2018	WATER DELIVERY	\$93.81	
68834	05/24/2018			SPITZZERI, PAUL	\$138.64
	Invoice	Date	Description	Amount	
	05/09/18	05/09/2018	REIMBURSE FOR MILEAGE-HOMESTEAD	\$138.64	
68835	05/24/2018			SQUARE ROOT GOLF & LANDSCAPE,	\$187,309.57
	Invoice	Date	Description	Amount	
	1345ELHM	04/27/2018	LANDSCAPE SVC-HOMESTEAD	\$16,842.97	
	1346H	04/27/2018	LANDSCAPE SVC-VARIOUS CITY SITES	\$154,190.60	
	1344ELHM	04/26/2018	LANDSCAPE SVC-EL ENCANTO	\$9,336.00	
	1343ELHM	04/26/2018	LANDSCAPE SVC-VARIOUS CITY SITES	\$6,940.00	
68836	05/24/2018			STAPLES BUSINESS ADVANTAGE	\$1,310.93

**CITY OF INDUSTRY
WELLS FARGO BANK
May 24, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	8049610989	04/21/2018	OFFICE SUPPLIES	\$1,236.50
	8049701766	04/28/2018	OFFICE SUPPLIES	\$74.43
68837	05/24/2018		STEINKE ELECTRIC, KIRK	\$13,179.86
	Invoice	Date	Description	Amount
	198	05/11/2018	EMERGENCY REPAIR-HOMESTEAD	\$517.72
	197	05/11/2018	REPAIR AT HOMESTEAD POND PUMP HOUSE	\$2,393.00
	196	05/11/2018	EMERGENCY REPAIR-HOMESTEAD	\$7,620.14
	186	03/28/2018	REPAIR POLE LIGHT FIXTURE-HOMESTEAD	\$1,387.00
	187	03/28/2018	REPAIR POLE LIGHT FIXTURE-HOMESTEAD	\$1,262.00
68838	05/24/2018		SUPERIOR COURT OF CALIFORNIA,	\$8,123.00
	Invoice	Date	Description	Amount
	APRIL 2018	05/09/2018	PARKING CITATIONS REPORT-APR 2018	\$8,123.00
68839	05/24/2018		TOM DAY TREE SERVICE, INC.	\$3,500.00
	Invoice	Date	Description	Amount
	1778	04/26/2018	PRUNNING OF (13) PALMS	\$3,500.00
68840	05/24/2018		TPX COMMUNICATIONS	\$5,755.90
	Invoice	Date	Description	Amount
	103219780-0	04/30/2018	INTERNET SVC-CITY/METRO/SUBSTATION	\$5,755.90
68841	05/24/2018		TPX COMMUNICATIONS	\$1,024.08
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
May 24, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	102910006-0	04/30/2018	INTERNET SVC-HOMESTEAD	\$1,024.08
68842	05/24/2018		TRIBUNE DIRECT MARKETING, LLC	\$3,458.40
	Invoice	Date	Description	Amount
	66773	04/26/2018	CALENDAR BROCHURE -HOMESTEAD	\$3,458.40
68843	05/24/2018		TRUELOCK, GENNIE	\$38.31
	Invoice	Date	Description	Amount
	05/09/18	05/09/2018	REIMBURSE FOR SUPPLIES-HOMESTEAD	\$38.31
68844	05/24/2018		UNDERGROUND SERVICE ALERT OF	\$80.95
	Invoice	Date	Description	Amount
	420180156	05/01/2018	DIG ALERTS	\$80.95
68845	05/24/2018		VANGUARD CLEANING SYSTEMS,	\$250.00
	Invoice	Date	Description	Amount
	56316	04/30/2018	DAY PORTER SVC-SPECIAL EVENT AT HOMESTEAD	\$250.00
68846	05/24/2018		VISION TECHNOLOGY SOLUTIONS,	\$7,514.00
	Invoice	Date	Description	Amount
	36606	05/04/2018	IT PROF SVC	\$7,514.00
68847	05/24/2018		WEATHERITE SERVICE	\$2,039.50
	Invoice	Date	Description	Amount
	L176779	05/01/2018	A/C MAINT-IMC	\$164.00
	L176783	05/01/2018	A/C MAINT-HOMESTEAD	\$1,875.50

CITY OF INDUSTRY
WELLS FARGO BANK
May 24, 2018

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

Checks	Status	Count	Transaction Amount
	Total	88	\$2,546,687.51

CITY COUNCIL

ITEM NO. 5.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager

STAFF: Kristen Weger, Management Analyst III *KW*

DATE: May 24, 2018

SUBJECT: Consideration of Amendment No. 1 to the Maintenance Services Agreement with the San Gabriel Valley Conservation Corps, increasing compensation under the original amount by \$700,000.00 from August 10, 2017 through August 10, 2020

Background:

The San Gabriel Valley Conservation Corps ("SGVCC") approached the City about providing landscape and maintenance services on City properties. The SGVCC is a non-profit corporation that develops and transforms disadvantaged youth in the San Gabriel Valley by providing academic, vocational, leadership development and employment in the local community. Currently, thirty-one cities in the San Gabriel Valley employ the SGVCC members for projects. SGVCC members gain hands-on work experience by participating in work crews of approximately 5-10 corps members to perform projects on an as-need, as-requested basis.

On August 10, 2017, the City Council approved a Maintenance Service Agreement with the SGVCC to provide general maintenance, weed abatement, trail maintenance, urban facility maintenance, watershed and habitat restoration, debris and brush removal, erosion control, fire fuel reduction, and graffiti removal.

On May 10, 2018, the City Council was updated on the progress of the SGVCC's activities regarding the trail maintenance. At that time City Council directed staff to bring an amendment, for future maintenance services, for review and consideration.

The City owns numerous properties which require maintenance services be performed on a regular basis to ensure properties are maintained. City staff reviewed and determined that the SGVCC could be utilized for such projects as, weed abatement, trail maintenance, watershed and habitat restoration, debris and brush removal, erosion control, fire fuel reduction and graffiti removal.

City staff is requesting that the City Council consider approving Amendment No. 1 to the Maintenance Services Agreement as this furthers the City's desire to promote jobs in the community while supporting local disadvantaged youth.

Table 1 – Summary of Maintenance Costs

Maintenance Services Agreement with San Gabriel Valley Conservation Corps	\$900,000.00
Amendment No. 1 to the Maintenance Services Agreement	\$700,000.00
Total:	\$1,600,000.00

Fiscal Impact:

Amendment No. 1 to the Maintenance Services Agreement is increasing the compensation of the original agreement by \$700,000, in a total amount not to exceed \$1,600,000. City staff is requesting an appropriation of \$300,000 from General Fund – Civic Financial Center Expenses – Maintenance (Account No. 100-625-5068) to cover the remaining anticipated charges for fiscal year 2017-2018.

Recommendation:

- 1.) Staff recommends to the City Council approval of the Maintenance Services Agreement with the San Gabriel Valley Conservation Corps; and
- 2.) Approve an appropriation of \$300,000 from General Fund – Civic Financial Center Expenses – Maintenance (Account No. 100-625-5068) for fiscal year 2017-2018.

Exhibits:

- A. Amendment No. 1 to Maintenance Services Agreement with San Gabriel Valley Conservation and Services Corps., dated May 24, 2018
- B. Maintenance Services Agreement with San Gabriel Valley Conservation and Services Corps., dated August 10, 2017

TH/KW

EXHIBIT A

Amendment No. 1 to Maintenance Services Agreement with San Gabriel Valley
Conservation and Services Corps., dated May 24, 2018

[Attached]

**AMENDMENT NO. 1
TO AGREEMENT FOR MAINTENANCE SERVICES WITH SAN GABRIEL VALLEY
CONSERVATION AND SERVICES CORPS**

This Amendment No. 1 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 24th day of May, 2018, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and San Gabriel Valley Conservation and Services Corps., a California domestic nonprofit corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about August 10, 2018, the City, approved a Maintenance Services Agreement with San Gabriel Valley Conservation and Services Corps., to provide general maintenance, weed abatement, trail maintenance, watershed and habitat restoration, debris and brush removal, erosion control, fire fuel reduction and graffiti removal; and

WHEREAS, compensation under the Agreement was Nine Hundred Thousand Dollars (\$900,000.00) through August 10, 2020. The Parties desire to amend the Agreement to cover additional trail maintenance, weed abatement, debris and brush removal, erosion control and fire fuel reduction was necessary to maintain City properties in acceptable condition; and

WHEREAS, given the amount of maintenance work to be performed in the City, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$700,000.00; and

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

AMENDMENT

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

Section 4. Payment

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

This amount shall not exceed One Million Six Hundred Thousand Dollars (\$1,600,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

“CITY”

City of Industry

By: _____
Mark D. Radecki, Mayor

“CONSULTANT”

San Gabriel Valley Conservation
and Services Corps

By: *Daniel Oaxaca*
Daniel Oaxaca, Executive Director

Attest:

By: _____
Diane M. Schlichting, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT B

Maintenance Services Agreement with San Gabriel Valley Conservation and Services
Corps., dated August 10, 2017

[Attached]

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of August 10, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and San Gabriel Valley Conservation and Services Corps., a California domestic nonprofit 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 August 10, 2020, 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 general landscape and maintenance 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 nine hundred thousand dollars (\$900,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. LABOR CODE AND PREVAILING WAGES

Consultant represents and warrants that it is a "Community Conservation Corps" within the meaning of Public Resources Code section 14507.5 and has been certified as such by the California Conservation Corps. As such, Consultant is not subject to prevailing wages pursuant to Labor Code Section 1720.4.

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: Daniel Oaxaca, Executive Director
San Gabriel Valley Conservation and Services
Corps.
10900 Mulhall Avenue
El Monte, CA 91731
Tel (626) 579-2484

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”
San Gabriel Valley Conservation and Services Corps.

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

By: Daniel Oaxaca
Daniel Oaxaca, Executive Director

Attest:

By: Diane Schlichting
Diane Schlichting, Chief Deputy City Clerk

Approved as to form:

By: James M. Casso
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 provide landscape and maintenance services on an as-need, as-requested basis on City properties:

- Provide landscape maintenance, weed abatement and/or general maintenance. The general maintenance services may include weed abatement of public right-of-ways, city facilities and/or city owned property, graffiti removal, trash and bulky item pick-ups, park maintenance services, tree plantings and tree maintenance; and
- Trail maintenance; and
- Urban park maintenance; and
- Watershed and habitat restoration; and
- Debris and brush removal; and
- Erosion control; and
- Fire fuel reduction; and
- Graffiti removal; and
- Landscape and irrigation maintenance.

EXHIBIT B

RATE SCHEDULE

Service	Labor Costs	Description
General (all inclusive) Crew Labor Rate	\$30 per labor hour Corpsmember	<i>Labor rate Includes all necessary Insurance, crew supervision, project coordination, and tools and administrative costs associated with the project. The rate does not include materials or equipment rental. Projects generally worked at this rate include tree planting, weed removal, trail work, fire fuel reduction, brush clearance, general landscaping, light construction, light demolition, field and public education, as well as recycling.</i>
Vehicle Cost Pool	53.5 cents per mile	<i>The San Gabriel Valley Conservation Corps (SGVCC) uses IRS 2017 Standard Mileage Rate.</i>
Per Unit Cost for Tree Planting 48" box open space tree \$755 labor cost per tree 36" box open space tree \$340 labor cost per tree 24" box open space tree \$215 labor cost per tree 15 gallon open spacetree \$175 labor cost per tree 24" box street tree \$375 labor cost per tree 15 gallon street tree \$200. labor cost per tree		<i>Tree & native planting costs include all labor, supervision, coordination, transportation, insurance, and administrative costs associated with the project. The rate does not include materials (trees, Stakes, plants, etc.) or equipment rental.</i>
Per Unit Cost for Plants & Shrubs 5 gallon plants \$22 labor cost per plant 1 gallon plants \$11 labor cost per plant		
Concrete Cuts	\$20 a square foot	<i>Cost is inclusive of labor, equipment, concrete disposal, as well as storm water capture and disposal.</i>
Graffiti Removal	\$997 per day	<i>Cost is inclusive of labor, (generally a 3 man crew), materials, equipment and transportation.</i>
<p align="center">Services such as irrigation installation, playground construction, native vegetation, tree trimming, stump grinding, tree removal, growing, and installation are calculated on a per project basis. Our Environmental Project Manager, Jeronimo "JJ" Ortega, will be the contact for all environmental questions.</p> <p align="center">If you are to need any assistance you can reach him at (626) 899-44678 or (626) 230-</p>		

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. 6.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager

STAFF: Joshua Nelson, Contract City Engineer

DATE: May 24, 2018

SUBJECT: Consideration of Resolution No. CC 2018-15 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA NAMING THE ARENTH AVENUE RECONSTRUCTION PROJECT AS AN SB1 PROJECT FOR FISCAL YEAR 2018-2019

Background:

On June 8, 2017, the City Council, Successor Agency Board, IPFA Board, and IPUC Board, approved Resolution Number CC 2017-20 which adopted the Fiscal Year 2017-2018 CIP Program Budget which included seven million dollars for the Arenth Avenue Reconstruction Project from Fullerton Road to Nogales Street (MP 14-12). On December 14, 2017 at a special meeting of the City Council, the same entities approved Resolution 2017-39 to add the Arenth Avenue Reconstruction Projects as the SB1 project for fiscal year 2017-2019

Discussion:

On April 28, 2017, the Governor signed Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017) to address basic road maintenance, rehabilitation and critical safety needs on the state highway and local road system. SB1 established requirements for holding local governments accountable for the efficient use of public funds to maintain public streets and roads. Under the provisions of SB1, funds from the Road Maintenance and Rehabilitation Account ("RMRA") may be used for City projects that meet certain criteria and requires that eligible cities submit a list of proposed projects to be funded with these funds pursuant to an adopted city budget.

Cities are allocated RMRA funds based on population, and in order to use the RMRA funds, projects must be the following qualifications: considered basic road maintenance and road rehabilitation projects, and or critical safety projects.

On May 1, 2018, the City submitted the Arenth Avenue Project to the State of California as the City's designated SB1 project for fiscal year 2018-2019. California Transportation Commission staff has requested that a separate resolution be adopted to identify the Arenth Avenue Reconstruction Project as the City's designated SB1 project. The California Transportation Commission requires that the City formally adopt SB1 funds as part of the adopted 2018-2019 Capital Improvement Program ("CIP") budget to receive the funds for projects. Therefore, at this time, we are requesting to approve the attached resolution. This project will be listed in the CIP budget that will be brought before the City at the June 14, 2018 meeting, however, this resolution needs to be approved by June 3, 2018, so we needed to bring this to the Council prior to the budget.

Fiscal Impact:

As the SB1 funds are allocated according to population, the City's projected SB1 allocation for Fiscal Year 2018-2019 is \$7,489. The Fiscal Year 2018-2019 CIP budget will include the Arenth Avenue Reconstruction Project.

Recommendation:

It is recommended that the City Council approve Resolution No. CC 2018-15.

Exhibits:

- A. Resolution No. CC 2018-15
-

TH/JN:jv

EXHIBIT A

Resolution No. CC 2018-15

[Attached]

RESOLUTION NO. CC 2018-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, THE INDUSTRY PUBLIC FACILITIES AUTHORITY, AND THE INDUSTRY PUBLIC UTILITIES COMMISSION, ADOPTING A PROJECT FOR FISCAL YEAR 2018-19 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (“SB 1”), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the community is aware of the projects proposed for funding in our City and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (“RMRA”), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$7,489 in RMRA funding in Fiscal Year 2018-19 from SB 1; and

WHEREAS, this is the second year in which the City is receiving SB 1 funding, and the funding will enable the City to continue essential road maintenance and rehabilitation projects, as well as safety improvements; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community’s transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community’s priorities for transportation investment; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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 incorporated herein by reference.

Section 2. The fiscal year 2018-19 project planned to be funded with Road Maintenance and Rehabilitation Account revenue is:

- A. Project Location: Arenth Avenue from Fullerton Road to Nogales Street.
- B. Project Description: A gutter to gutter grind out/removal of failing asphalt and replacement with new asphalt. Storm drain repairs/upgrades where necessary, ADA path of travel improvements where necessary, installation of guard rail where necessary.
- C. Estimated Useful Life: The City's Pavement Management system estimates a new useful life for this repaired roadway of 25 years.
- D. Proposed Schedule: Release notice inviting bids to contractors in August 2018, complete construction by May 2019.

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 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, the Successor Agency to the Industry Urban-Development Agency, the Industry Public Facilities Authority and the Industry Public Utilities Commission at a joint meeting held on May 24, 2018, by the following vote:

AYES:	COUNCIL MEMBERS/BOARD MEMBERS/COMMISSIONERS:
NOES:	COUNCIL MEMBERS/BOARD MEMBERS/COMMISSIONERS:
ABSTAIN:	COUNCIL MEMBERS/BOARD MEMBERS/COMMISSIONERS:
ABSENT:	COUNCIL MEMBERS/BOARD MEMBERS/COMMISSIONERS:

Mark D. Radecki, Mayor/Chairperson/
President

ATTEST:

Diane M. Schlichting, City Clerk

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager

STAFF: Kristen Weger, Management Analyst III *KW*

DATE: May 24, 2018

SUBJECT: Consideration of a Maintenance Services Agreement with SureTeck Industrial and Commercial Services, Inc., for on-call maintenance services in an amount not-to-exceed \$250,000.00 from May 24, 2018 to May 24, 2019 (Agreement No. DS-18-053-A)

Background:

Per Section 3.52.120 of the City's Municipal Code concerning the procedure for awarding maintenance service contracts, any contracts relating to maintenance of public works or public facilities may be provided by competitive bidding, informal public bidding or by negotiated contract, at the discretion of the City Council.

SureTeck Industrial and Commercial Services, Inc. ("SureTeck"), previously provided maintenance services to the City, from November 2016-November 2017. SureTeck has been in business since 2001 and provides contract or subcontracted maintenance services to over thirty cities in Southern California. Since the expiration of the contract with SureTeck, the City has relied on various companies for maintenance services. In order to have one contract for all maintenance services, City Staff is proposing that the City Council approve a maintenance services agreement with SureTeck for a period of one year. This time period will allow City Staff to draft Request for Proposals and put the City's maintenance services out to bid.

The maintenance services include, but are not limited to general maintenance, plumbing, electrical, and concrete maintenance services for City facilities. SureTeck will be assigned work through the City's Cartegraph work order software system, and/or City Staff. SureTeck will be responsible for updating each work order once the project is completed with photographs of work performed, material receipts and labor records.

Fiscal Impact:

The Maintenance Services Agreement is for an amount not to exceed \$250,000.00. The fiscal impact associated with this action requires an appropriation of \$62,499.00 to General Fund – Civic Financial Center – Property Maintenance (Account No. 100-625-8510) for Fiscal Year 2017-2018.

Recommendation:

- 1.) Approve the Maintenance Services Agreement with SureTeck Industrial and Commercial Services, Inc., in an amount not to exceed \$250,000.00 dated May 24, 2018; and
- 2.) Appropriate \$62,499.00 from General Fund – Civic Financial Center – Property Maintenance (Account No. 100-625-8510) for fiscal year 2018-2019.

Exhibit:

- A. Maintenance Services Agreement with SureTeck Industrial and Commercial Services, Inc., dated May 24, 2018
-

TH/KW:af

EXHIBIT A

Maintenance Services Agreement with SureTeck Industrial and Commercial Services,
Inc., dated May 24, 2018

[Attached]

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of May 24, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and SureTeck Industrial & Commercial Services, Inc. ("SureTeck"), a California Corporation. 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 24, 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 maintenance 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 bi-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 two hundred fifty thousand dollars (\$250,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices bi-monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month and fifteenth calendar 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:

Gino Garcia, CEO
SureTeck Industrial & Commercial Services
10742 Central Avenue, Unit A
Ontario, CA 91762

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

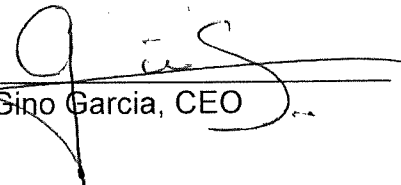
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

"CITY"
City of Industry

"CONSULTANT"
SureTeck Industrial and Commercial Services, Inc.

By: _____
Mark D. Radecki, Mayor

By:  _____
Gino Garcia, CEO

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

Consistent with the provisions set forth in the City's Code for maintenance work, the Contractor shall provide all general maintenance services at all City facilities.

The Contractor shall be assigned work by the City through the City's Cartegraph software system and/or City Staff. The Contractor is required to enter a start and end date for each work order, and update the work order once the project is completed with photographs of work performed, material receipts and labor records.

The Contractor shall be available to the City 24 hours a day, seven days per week, in order to immediately respond to emergency situations.

Other related maintenance services:

- Attend meetings with the City staff, as needed; and
- Attend meetings with other City Departments or outside agencies, as deemed necessary by the City.

EXHIBIT B

RATE SCHEDULE

General Maintenance	\$90.00/hour
Plumbing	\$110.00/hour, 2 hour minimum
Electrical	\$95.00/hour
Concrete	\$95.00/hour

Contractor shall invoice the City on a time and materials basis. City shall reimburse Contractor its actual costs for all materials, upon submittal of evidence of said costs along with the monthly invoice, as set forth in the Agreement.

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.

CITY COUNCIL

ITEM NO. 6.3




CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Council Members

FROM: Troy Helling, Acting City Manager

STAFF: Susan Paragas, Director of Finance 

DATE: May 24, 2018

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with The Pun Group, Extending the Agreement through June 30, 2019, and Increasing Total Compensation Under the Agreement to \$434,528

BACKGROUND:

On September 24, 2015, the City and The Pun Group ("Auditor") entered into a Professional Services Agreement ("Agreement") to provide professional auditing services to the City. On June 9, 2016, the City and Auditor entered into Amendment No. 1 ("Amendment") amending the Agreement to extend the Agreement through June 30, 2017, and adding the option allowing the City to approve two, one-year extensions.

DISCUSSION:

The Agreement expired on June 30, 2017, and due to an oversight, was not renewed for the 2017-18 fiscal year, however work was performed. As such, staff requests that the Second Amendment take effect June 30, 2017, and continue through June 30, 2019, in accordance with the provisions of the First Amendment.

Amendment No. 2 will make the Auditor's contract for a total of a five-year term. Prior to the end of the Term of the Agreement, staff will request approval from the City Council to issue a Request for Proposals for professional auditing services.

FISCAL IMPACT:

There is no fiscal impact associated in FY 2017-2018 as the fees of \$90,883 are in the budget. The FY 2018-2019 fees of \$93,609 will be included in next year's budget process.

*The Pun Group-Amendment No. 2
May 24, 2018
Page 2 of 2*

RECOMMENDED ACTION:

Staff recommends that Council approve Amendment No. 2 for The Pun Group, extending the Agreement through June 30, 2019.

ATTACHMENT:

Amendment No. 2 – The Pun Group Auditing Services

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
WITH THE PUN GROUP**

This Amendment No. 2 to the Professional Services Agreement (“Agreement”), is made and entered into this 22nd day of May, 2018, by and between the City of Industry, a California municipal corporation (“City”) and The Pun Group, LLP, (“Consultant”), a California Limited Liability Partnership. The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about September 24, 2015, the City, approved a Professional Services Agreement for auditing services with Consultant; and

WHEREAS, on or about June 9, 2016, the City Council approved the first amendment, extending the Agreement to June 30, 2017, and to allow for two additional extensions to the agreement in June 2018 and 2019, respectively, to amend the scope of services to include preparation of the City’s financial statement, and to include additional fees; and

WHEREAS, the Parties to desire to amend the Agreement to extend the term through June 30, 2019, and to increase the compensation accordingly; and

WHEREAS, given that additional work, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$184,492 (\$90,883-FY 2017-2018; \$93,609-FY 2018-2019).

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

AMENDMENT

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

This Amendment shall be effective as of June 30, 2017.

Section 1. Term

Section 1 of the Agreement shall be revised in its entirety to read as follows:

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 June 30, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

Section 4. Payment

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

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 reference. This amount shall not exceed Four Hundred Thirty-Four Thousand Five Hundred Twenty-Eight Dollars (\$434,528) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit B Scope of Services

A revised Exhibit B is attached hereto and incorporated herein by reference. The revised Exhibit B shall replace any prior Exhibit B.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of May 22, 2018.

“CITY”

City of Industry

“CONSULTANT”

The Pun Group, Inc.

By: _____
Mark D. Radecki, Mayor

By: _____
Kenneth H. Pun, Managing Partner

Attest:

By: _____
Diane M. Schlichting, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

Exhibit A

PROFESSIONAL SERVICES AGREEMENT
(Approved)

(See Attached)

**FIRST AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF INDUSTRY AND THE PUN
GROUP FOR PROFESSIONAL AUDITING SERVICES**

ARTICLE 1. PARTIES AND DATE

This first amendment to the Professional Services Agreement ("Amendment") is entered this 9th day of June, 2016 by and between the City of Industry ("City") and The Pun Group ("Consultant").

ARTICLE 2. RECITALS

2.1 WHEREAS, the City and Consultant entered into a Professional Services Agreement dated September 24, 2015 ("Agreement"), Attachment 1, for Consultant to provide professional auditing services ("Services") to the City; and

2.2 WHEREAS, the current Agreement with Consultant provides services for the year ended June 30, 2015; and

2.3 WHEREAS, the Services are described in Exhibit A of the Agreement; and

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE TO THE FOLLOWING:

ARTICLE 3. TERMS

3.1 Terms. Section 1 of the Agreement is hereby amended to include the following: The Agreement is extended for two years, years ending June 30, 2016 and June 30, 2017 with the option to two one-year extensions for years ending June 30, 2018 and June 30, 2019 ; and

3.2 Scope of Services. Attachment 1-Section III (Approach of the Agreement) is amended to include the preparation of the City's financial statements as stated in Section VI (Specific Audit Approach) of Attachment 2; and

3.3 Fees and Payments. Section 4 of the Agreement is hereby amended to include the fees in the Attachment 2, Section VIII (Cost Proposal); and

3.4 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the agreement, it shall mean the Agreement as amended by this First Amendment; and

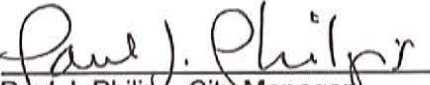
3.5 Affirmation of Agreement. City and Consultant each ratify and reaffirm each and every one of their respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement; and

3.6 Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to the First Amendment; and

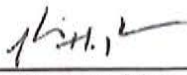
3.7 Counterparts. This First Amendment may be executed in counterparts, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[Signatures on following page]

"CITY"
City Of Industry

By: 
Paul J. Philips, City Manager

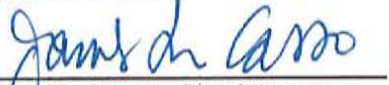
"CONSULTANT"
The Pun Group, LLP

By: 
Kenneth H. Pun, Managing Partner

Attest:

By: 
Cecelia Dunlap, Deputy City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

Attachments: Attachment 1 – Professional Services Agreement, September 24, 2015 - The Pun Group
Attachment 2 – The Pun Group Proposal to Perform Professional Auditing Services, May 19, 2016

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of September 24, 2015 ("Effective Date"), between the City of Industry, a municipal corporation ("City"), and The Pun Group, LLP, a California Limited Liability Partnership ("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 March 31, 2016, 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 professional auditing 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 Finance Director 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 Sixty Thousand Five Hundred Dollars (\$60,500.00) 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.

(d) In the event the City is required to undergo a single audit in accordance with the Federal Single Audit Act and OMB Circular A-133, *Audits of States, Local Governments, and Not-for-Profit Organizations*, the Contractor shall charge an additional fee of Three Thousand Dollars (\$3,000.00) for each major program audit. The number of programs determined to be a major program will be based on the determination required by OMB Circular A-133 and will be discussed with the City prior to commencement of any audit work. Any work performed under this Section shall be provided only upon the prior written approval of the City.

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) 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 Street, Suite 100
City of Industry, CA 91744
Attention: City Manager

With a Copy To: James M. Casso, City Attorney
P.O. Box 4131
West Covina, CA 91791

To Consultant: Kenneth H. Pun
The Pun Group, LLP
200 E. Sandpointe Avenue, Suite 600
Santa Ana, CA 92707

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.

(SIGNATURES ON FOLLOWING PAGE)

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

"CITY"
City of Industry

"CONSULTANT"
The Pun Group, LLP

By: Paul J. Phillips 9/20/11
Paul Phillips, City Manager

By: K.H.P.
Kenneth H. Pun, Managing Partner

Attest:

By: Cecelia Dunlap
Cecelia Dunlap, Deputy City Clerk

Approved as to form:

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

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

EXHIBIT ASCOPE OF SERVICES

Consultant shall audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2015.

Accounting standards generally accepted in the United States of America provide for certain Required Supplementary Information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Consultant shall apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to Consultant's inquiries, the basic financial statements, and other knowledge Consultant obtained during our audit of the basic financial statements. Consultant shall not express an opinion or provide any assurance on the information because the limited procedures do not provide Consultant with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules – General Fund and All Major Special Revenue Funds
- 3) Schedule of Funding Progress – Other Postemployment Benefits (OPEB)
- 4) GASB Statement No. 68 Required Schedules

Consultant shall report on Supplementary Information other than RSI that accompanies the City's financial statements. Consultant will subject the following Supplementary Information to the auditing procedures applied in Consultant's audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining and Individual Fund Financial Statements
- 2) Budgetary Comparison Schedules – All Other Adopted Funds

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in Consultant's audit of the financial statements, and Consultant's auditor's report will not provide an opinion or any assurance on that other information:

- 1) Introductory Section
- 2) Statistical Section

Audit Objectives

The objective of the audit is the expression of opinions as to whether City's financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Consultant's audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable Consultant to express such opinions. Consultant shall issue a written report upon completion of its audit of the City's financial statements. Consultant's report will be addressed to Mayor and Members of the City Council of the City. Consultant cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for Consultant to modify its opinions or add emphasis-of-matter or other-matter paragraphs. If Consultant's opinions on the financial statements are other than unmodified, Consultant will discuss the reasons with City in advance. If, for any reason, Consultant is unable to complete the audit or are unable to form or have not formed opinions, Consultant may decline to express opinions or issue reports, or may withdraw from this engagement.

Consultant shall provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during Consultant's audit Consultant becomes aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, Consultant shall communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, Consultant's audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. Consultant will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because Consultant will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, Consultant will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. Consultant will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Consultant's responsibility as auditors is limited to the period covered by Consultant's audit and does not extend to later periods for which Consultant is not engaged as auditor.

Consultant's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. Consultant will request written representations from your attorneys as part of the engagement, and they may bill the City for responding to this inquiry. At the conclusion of Consultant's audit, Consultant will require certain written representations from the City about the City's responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Consultant's audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that Consultant considers relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Consultant's tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, Consultant will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, Consultant will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of Consultant's audit will not be to provide an opinion on overall compliance and Consultant will

not express such an opinion in its report on compliance issued pursuant to *Government Auditing Standards*.

Other Nonaudit Services

Consultant may also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by the City. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

City's Responsibilities

The City is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. The City is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. The City is also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

The City is also responsible for making all financial records and related information available to Consultant and for the accuracy and completeness of that information. The City is also responsible for providing Consultant with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that Consultant may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom Consultant determines it necessary to obtain audit evidence.

City's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to Consultant in the written representation letter that the effects of any uncorrected misstatements aggregated by Consultant during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

The City is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing Consultant about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. The City's responsibilities include informing Consultant of its knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, Consultant is responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that Consultant reports.

Consultant is responsible for the preparation of the supplementary information, which it has been engaged to report on, in conformity with U.S. generally accepted accounting principles. The City

agrees to include Consultant's report on the supplementary information in any document that contains and indicates that Consultant has reported on the supplementary information. City also agrees to include the audited financial statements with any presentation of the supplementary information that includes Consultant's report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with Consultant's report thereon. The City's responsibilities include acknowledging to Consultant in the written representation letter that (1) the City is responsible for presentation of the supplementary information in accordance with GAAP; (2) the City believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) the City has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The City is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The City is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to Consultant corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. The City is also responsible for providing management's views on Consultant's current findings, conclusions, and recommendations, as well as City's planned corrective actions, for the report, and for the timing and format for providing that information.

The City agrees to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services Consultant provides. The City will be required to acknowledge in the management representation letter Consultant's assistance with preparation of the financial statements and related notes and that the City has reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, the City agrees to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Third-Party Service Providers

Consultant may from time to time, and depending on the circumstances, use third-party service providers in serving the City's account, upon receiving prior written consent from the City, in accordance with Section 15 of the Agreement. Consultant may share confidential information about the City with these service providers, but remain committed to maintaining the confidentiality and security of the City's information. Accordingly, Consultant maintains internal policies, procedures, and safeguards to protect the confidentiality of the City's personal information. In addition, Consultant will secure confidentiality agreements with all service providers to maintain the confidentiality of the City's information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of the City's confidential information to others. In the event that Consultant is unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, Consultant will remain responsible for the work provided by any such third-party service providers, in accordance with the provisions of Section 15 of the Agreement.

Assistance By City Personnel

Consultant will ask that the City's personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to Consultant's staff. This assistance by the City's personnel will serve to facilitate the progress of Consultant's work and minimize Consultant's time requirements.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any of The Pun Group, Inc. professionals assigned to the audit, during the one year period prior to the commencement of the year-end audit. Should such an offer of employment be made, or employment commences during the indicated time period, Consultant will consider this an indication that Consultant's independence has been compromised. As such, Consultant may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at Consultant's standard hourly rates, as set forth in Exhibit B.

Report Distribution

Consultant will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Access to Working Papers

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the Oversight Agency for Audit or Pass-through Entity. If Consultant is aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, Consultant will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Consultant is required to undergo a "peer review" every three years. During the course of a Peer Review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work Consultant performed for you may be selected. The City signing this letter represents the City's acknowledgement and permission to allow such access should the City's engagement be selected for review. As a result of Consultant's prior or future services to the City, Consultant may be required or requested to provide information or documents to the City or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation) in which Consultant is not a party. If this occurs, Consultant's efforts in complying with such request or demands will be deemed a part of this engagement and Consultant shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand, unless Consultant is the defendant, subject, or target of the legal or administrative proceeding. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of Consultant's profession.

Appropriation Limit

Consultant will apply the agreed-upon procedures to the appropriation limit schedule of the City, for the year ended June 30, 2015. These procedures, which were agreed to by the City and the League of California Cities (as presented in the publication entitled *Agreed-Upon Procedures Applied to the Appropriation Limitation Prescribed by Article XIII-B of the California Constitution*) are solely to assist the City in meeting the requirement of Section 1.5 of the Article XIII-B of the California Constitution and will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, Consultant makes no representation regarding the sufficiency of the procedures described herein either for the purpose for which this report has been requested or for any other purpose. If, for any reason, Consultant is unable to complete the procedures, Consultant will describe any restrictions on the performance of the procedures in the report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed do not constitute an examination, Consultant will not express an opinion on the City's appropriation limit schedules. In addition, Consultant has no obligation to perform any procedures beyond those listed herein.

City is responsible for presentation of the City's appropriations limit schedule in accordance with Article XIII-B of the California Constitution and for selecting the criteria and determining that such criteria are appropriate for its purposes.

The agreed upon procedures are as follows:

1. Obtain completed worksheets used by the City to calculate its appropriations limit for the year ended June 30, 2015, and verify that the limits and annual calculation factors are adopted by resolution of the City Council. Also, determine that the population and inflation options are selected by a recorded vote of the City Council.
2. For the Appropriations Limit Schedules, Consultant will add the prior year's limit to the total adjustments, and verify the resulting amount to the current year's limit.
3. Verify the current year information presented in the accompanying Appropriation Limit Schedule to corresponding information in worksheets used by the City.
4. Verify the appropriations limit presented in the accompanying Appropriations Limit Schedules matches the appropriations limits adopted by the City Council during the year.

EXHIBIT B
RATE SCHEDULE

<u>Total by Class</u>		<u>Rate</u>
Partners		\$ 225.00
Managers		\$ 200.00
Supervisory		\$ 175.00
Senior Accountants		\$ 150.00
Staff Accountants		\$ 125.00
Clerical		\$ 100.00

EXHIBIT CINSURANCE 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.

Exhibit B

AUDIT WORK COST PROPOSAL

Description of Services	Estimated Hours	2015-2016	2016-2017	2017-2018	2018-2019
Audited Financial Statements of the City and its component units, Report on Internal Controls Over Financial Reporting, Auditor's Communication with City Council	500	\$ 65,000	\$ 66,950	\$ 68,959	\$ 71,027
Report on Agreed-Upon Procedures Applied to the Appropriations Limit Worksheets (GANN Limit Review)	5	\$ 600	\$ 618	\$ 637	\$ 656
Audited Financial Statements of the Successor Agency to the Industry Urban-Development Agency, Report on Internal Controls Over Financial Reporting, Auditor's Communication with Board	60	\$ 10,100	\$ 10,403	\$ 10,715	\$ 11,037
Audited Financial Statements of the Civic Recreational-Industrial Authority, Report on Internal Controls Over Financial Reporting, Auditor's Communication with Board (CRIA)	50	\$ 6,500	\$ 6,695	\$ 6,898	\$ 7,103
Audited Financial Statements of the Industry Public Facilities Authority, Report on Internal Controls Over Financial Reporting, Auditor's Communication with Board	50	\$ 6,500	\$ 6,695	\$ 6,898	\$ 7,103
Maximum Fees	685	\$ 88,700	\$ 91,361	\$ 94,102	\$ 96,925
Optional Services					
Uniform Grant Guidance Single Audit of Federal Grants of the City, for 1 major program. (If required)	25	\$ 3,500	\$ 3,570	\$ 3,677	\$ 3,787

The cost proposal for FY 2014-2015 was \$76,100 with the following breakdown:

City \$ 60,500
 IPFA \$ 6,000
 SA \$ 9,600

Total five-year proposal: \$434,528

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

STAFF: Troy Helling, Acting City Manager

FROM: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
Gerardo Perez, Construction Manager, CNC Engineering *G.P.*

DATE: May 24, 2018

SUBJECT: Consideration of Change Order Nos. 1 and 2, and Notice of Completion for Baldwin Park Boulevard and Amar Road Guardrail and Intersection Improvements, with All American Asphalt (Contract No. CITY-1444, Project No. CIP-ST-18-029-B)

Background:

On November 30, 2017, the City Council awarded Contract No. CITY-1444, Baldwin Park Boulevard and Amar Road Guardrail and Intersection Improvements ("Project"), in the amount of \$170,611.00, to All American Asphalt. The Project consisted of installation of a guardrail at the back of the sidewalk on the west side of Baldwin Park Boulevard, a pork chop island at the intersection, multiple rumble strips on Amar Road and modifying signal phasing to reduce vehicle speeds as safety enhancements.

After the contract was awarded, additional work was incurred due to additions to the contract not previously identified in the contract specifications or Project plans.

- **Change Order No. 1** – During the course of construction, City Staff requested the Contractor furnish and install additional regulatory signs, additional striping and removal of existing ceramic pavement markers and installation of new plastic pavement markers. These add-ons enhanced the safety at the intersection. The Contractor submitted a cost of \$5,074.98 for this additional work.
- **Change Order No. 2** – Final quantities have been measured and there were some underruns and overruns as shown on Exhibit E.

Underruns – The total credit for bid quantity underruns is (\$20,924.86), underruns included unclassified excavation, 8-inch base course, asphalt concrete pavement, geotextile fabric and crushed aggregate base.

Over-runs – The total additional cost for bid quantity over-runs is \$4,153.86. The following bid items had quantity over-runs;

Bid Item No. 6 – Cold Milling – Added an additional 2,596 square feet (SF) of cold milling of asphalt pavement at a cost of \$4,153.86.

The net deductive amount for Change Order No. 2 is (\$16,771.26).

As of January 31, 2018, the Cordoba Corporation determined that all work has been completed and all work areas have been restored by the contractor. JMD has inspected the site and find all work completed per the contract documents.

Discussion:

On November 30, 2017, the City Council appropriated \$ 170,611.00 to Project No. CITY-1444, Baldwin Park Boulevard and Amar Road Guardrail and Intersection Improvements and appropriated a contingency allowance in the amount of \$17,061.10 for unforeseen changes and an additional amount of \$17,061.10 for contract administration and inspections services. The funds in the amount of \$204,733.20 were budgeted as part of the General Fund to City Capital Improvements – Streets – Construction Costs (Account No. 120.702.5205).

The table below details the complete project costs for CITY-1444.

Contract (All American Asphalt)	\$170,611.00
Change Order No. 1	\$5,074.98
Change Order No. 2	(\$16,771.26)
Professional Services for Design (JMD)	\$50,540.10
Professional Services for Construction Management (Cordoba Corporation)	\$8,530.55
Professional Services for Construction Inspection (JMD)	\$19,360.00
Total Project Cost	\$270,887.89

Fiscal Impact:

Total project costs are **\$270,887.89**, which include design, construction management and inspection services. An additional appropriation in the amount of \$66,154.69 is necessary at this time from the 2015 Bond proceeds to City Capital Improvements – Streets – Construction Costs (Account No. 120.702.5205).

The following table presents a summary of the sources:

General Fund to City Capital Improvements – Streets – Construction Costs (Account No. 120.702.5205)	\$204,733.20
2015 Bond proceeds to City Capital Improvements – Streets – Construction Costs (Account No. 120.702.5205)	\$66,154.69
Total Sources	\$270,887.89

Recommendation:

- 1.) Approve Change Order No. 1 in the amount of \$5,074.98 and authorize the Mayor or his designee to execute the approved change order;
- 2.) Approve Change Order No. 2 in the credit amount of \$16,771.26 and authorize the Mayor his designee to execute the approved change order;
- 3.) Accept the work performed by All American Asphalt, for the amount of \$158,914.72;
- 4.) Appropriate \$66,154.69 from the 2015 Bond proceeds to City Capital Improvements – Streets – Construction Costs (Account No. 120.702.5205);
- 5.) Authorize the City Engineer or his designee to execute the Notice of Completion; and
- 6.) Authorize the City Clerk to file a Notice of Completion for Project No. CITY-1444 Baldwin Park Boulevard and Amar Road Guardrail and Intersection Improvements.

Exhibits:

- A. Change Order No. 1
- B. Change Order No. 2
- C. Notice of Completion dated May 24, 2018
- D. Final Bid Quantities

TH/JN/GP:as

EXHIBIT A

Change Order No. 1

[Attached]

CITY OF INDUSTRY

CHANGE ORDER

15651 E. Stafford St.
 City of Industry, CA 91744
 (626)333-2211

Change Order No. 1

Project Baldwin Park Blvd and Amar Road **Contract No.** CITY-1444 **Date** 5/24/2018
Guardrail and Intersection Improvements

Type
Project Street Improvements **Contractor** All Amercian Asphalt

Location Baldwin Park Blvd & Amar Road - City of Industry

Explanation:

During construction, the Contractor was asked by City Staff to furnish and install additional regulatory signs, additional striping and removal of existing ceramic pavement markers and installation of plastic pavement markers

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	Furnish and install additional signs, striping and replace pavement markers	1	LS	\$5,074.98	
TOTAL COST				\$5,074.98	

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 \$ 170,611.00		Total T & M	\$ -
Total Previous Change Orders 0.000%			
Total Change Orders \$ 5,074.98 2.97%		Pay This CHANGE ORDER	\$5,074.98 2.97%

Authorized by _____ Additional Contract Days 10

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.

Joshua Nelson 5-2-18
 Contractor Representative Edwards J. Carlson Date
Joshua Nelson 5/10/18
 Joshua Nelson - Contract City Engineer Date

Troy Helling
 Troy Helling - Acting City Manager
Gerardo Perez 5-7-18
 Gerardo Perez, Project Manager Date



ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-739-4671
P.O. BOX 2229, CORONA, CA 92878-2229
CONTRACTORS LICENSE #267073 AC12
DIR #1000001051

CHANGE ORDER REQUEST

To: City of Industry Transmittal Date: 03/07/18
Department of Public Works & Engineering COR No: 001R2
15625 E. Stafford Street, City of Industry CA 91744 AAA Job No: 29897
 Attn: Kay Taheri, PMP
 Re: Extra Work per Punch List

No	Description	QTY	Unit Price	Total Price
1	Superior : Additional Sign	1.00	\$105.00	\$105.00
2	Superior : 4" Lane Line Extension	1.00	\$220.00	\$220.00
3	Superior : Remove Ceramic Marker and Install Plastic Markers	1.00	\$2,244.00	\$2,244.00
4	MSL : Install signal mast arm signs	1.00	\$423.77	\$423.77
5	Mark-up for Sub Work (10%)			\$299.28
6	AAA : Traffic Control (1 pick-up Truck & 2 Labor)	1.00		\$1,732.68
7	Bond (1%)			\$50.25
GRAND TOTAL				\$5,074.98

<input type="checkbox"/> APPROVED	<input type="checkbox"/> REVISE & RESUBMIT
<input type="checkbox"/> APPROVED AS NOTED	<input type="checkbox"/> REJECTED
COMMENTS	

RECEIVED BY,

TRANSMITTED BY,

Edward Ryu

Digitally signed by Edward Ryu
DN: C=US, E=eryu@allamericanasphalt.com, O=All American Asphalt, OU=All American Asphalt, CN=Edward Ryu
Reason: I am the author of this document
Date: 2018.03.07 14:03:56 -0800

EDWARD RYU
PUBLIC WORKS ESTIMATOR / PROJECT MANAGER



Superior Pavement Markings, Inc.
 5312 Cypress St
 Cypress, Ca 90630
 Phone 714.995.9100
 Fax 714.995.9400

License# 776306 Exp 8/31/19
 Union Local 1184
 darren@superiorpavementmarkings.com

Change Order #1 for Job 5601

Submit To:		Contact:	Job Site
All American Asphalt P.O. Box 2229 Corona, CA 92878		Edward Ryu Office 951-736-7600 Fax 951-736-7646 eryu@allamericanasphalt.com	Baldwin Park Blvd & Amar Road Guardrail And Intersection Improvements Project No. 444 City Of Industry , CA TG: 29897
Date:	Project Manager	Job#	
2/22/18	Darren Veltz	5601	

#	Description	Qty	um	Price	Ext Price
-	Furnish R3-4 Mast Arm Sign (Excludes Installation)	1 -2	EA	105.00	105.00 210.00
-	Layout And Install Detail 40	1	LS	220.00	220.00
-	Remove And Replace Ceramic Markers & Install Plastic Markers	1	LS	2,244.00	2,244.00

Description:

Field Memo reference:

Terms : Due and payable upon completion.	Superior Pavement Markings, Inc. by: _____ Subject to office approval	ADDITIONAL COST / CREDIT FOR THIS CHANGE ORDER \$2,569.00 \$2,674.00
--	--	---

Acceptance of Change Order: I/we accept the within change order. You are authorized to perform the work comprehended hereunder and I/we agree to pay the said amount in accordance with the terms set forth. By signing this change order below I/we agree to the attached Terms and Conditions.

Date: _____ Owner/Customer: _____ by: _____

PLEASE SIGN AND REMIT COPY TO ABOVE ADDRESS



Lic # 822450, C10

PROJECT CHANGE ORDER WORKSHEET

Job Name: <u>Baldwin Park & Amar</u>	Client Job# <u>29897</u>
CO Description: <u>F&I 1-R3-4 regulatory signs.-Revised</u>	MSL Job # <u>6565</u>
CO Request #: <u>1-Rev</u>	Date: <u>2/28/18</u>
Contact Name: <u>Edward Ryu</u>	Phone #: <u>951-736-7600</u>
E-Mail <u>eryu@allamericanasphalt.com</u>	

Item #	Description of Work	Quantity	Unit	Unit Price	Extension
1	F&I 1-R3-4 regulatory signs at the intersection of Mill St & Sierra Way.	1/2	LS	847.54	437.27
Grand Total					\$ 437.27

EXCLUSIONS: Per original contract.

Prepared by: **Bryan Ballachey**



CHANGE ORDER REQUEST WORKSHEET

JOB NAME: <u>Baldwin Park & Amar</u>	Client JOB# <u>29897</u>
CCO Description: <u>F&I 1-R3-4 regulatory signs.-Revised</u>	MSL Job # <u>6565</u>
	Date: <u>February 28, 2018</u>
	CCO Request #: <u>1-Rev</u>

#	Material	Qty	U/P	U/M	Extension
1	Install Sign	1	0.00	Ea	0.00
			0.00	Ea	0.00
Totals					0.00
			Sales tax	7.75%	0.00
Total Material					0.00
Equipment					430.00
			Mark-Up	15%	64.50
Total Equipment					494.50
Total Material & Equipment					494.50
Total Labor					353.04
TOTAL FOR 1					\$847.54
GRAND TOTAL FOR 1/2					\$437.27

Labor Hours		
4.00	Ea	4.00
0.00	Ea	0.00
Hours		4.00
Rate		\$73.55
Sub-Total		294.20
		0.00
Direct Labor		\$294.20
Mark-Up		20% \$58.84
Total Labor		\$353.04

Equipment	Hours	Rate		Total
Bucket Truck	8.00	53.75	Hr	430.00
	0.00	0.00	Hr	0.00
	0.00	0.00	Hr	0.00
	0.00	0.00	Hr	0.00
Total				\$430.00

EXHIBIT B

Change Order No. 2

[Attached]

CITY OF INDUSTRY

CHANGE ORDER

15651 E. Stafford St.
 City of Industry, CA 91744
 (626)333-2211

Change Order No. 2

Project Baldwin Park Blvd and Amar Road **Contract No.** CITY-1444 **Date** 5/24/2018
Guardrail and Intersection Improvements

Type
Project Street Improvements **Contractor** All American Asphalt

Location Baldwin Park Blvd & Amar Road - City of Industry

Explanation:

Final Bid Quantity Adjustments

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	Bid Quantity Adjustments (Underrun)	1	LS		\$20,924.86
2	Bid Quantity Adjustments (Over-run)	1	LS	\$4,153.60	
				TOTAL COST	(\$16,771.26)

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 \$ 170,611.00	Other Additive (Profit & Bond Fee)
Total Previous Change Orders \$ 5,074.98 2.975%	Total T & M \$ -
Total Change Orders \$ (11,696.28) -6.86%	Pay This CHANGE ORDER (\$16,771.26) -9.83%

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.

Joshua Nelson 5/14/2018
 Contractor Representative Date
Joshua Nelson 5/10/18
 Joshua Nelson - Contract City Engineer Date

Troy Helling 5/29/18
 Troy Helling - Acting City Manager Date
Gerardo Perez
 Gerardo Perez, Project Manager Date



ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-739-4671
P.O. BOX 2229, CORONA, CA 92878-2229
CONTRACTORS LICENSE #267073 AC12
DIR #1000001051

CHANGE ORDER REQUEST

To: City of Industry Transmittal Date: 05/04/18
Department of Public Works & Engineering COR No: 002
15625 E. Stafford Street, City of Industry CA 91744 AAA Job No: 29897
 Attn: Kay Taheri, PMP
 Re: Bid Quantity Adjustments (Over-run & Under-run)

No	Description	QTY	Unit Price	Total Price
1	Bid Quantity Adjustments (Over-run)	1.00	\$4,153.60	\$4,153.60
2	Bid Quantity Adjustments (Under-run)	1.00	(\$20,924.86)	(\$20,924.86)
GRAND TOTAL				(\$16,771.26)

<input type="checkbox"/> APPROVED	<input type="checkbox"/> REVISE & RESUBMIT
<input type="checkbox"/> APPROVED AS NOTED	<input type="checkbox"/> REJECTED
COMMENTS	

RECEIVED BY,

TRANSMITTED BY,
Edward Ryu
Digitally signed by Edward Ryu
 DN: C=US, E=eryu@allamericanasphalt.com, O=All American Asphalt, OU=All American Asphalt, CN=Edward Ryu
 Reason: I am the author of this document
 Date: 2018.05.04 16:03:59-0700'

 EDWARD RYU
 PUBLIC WORKS ESTIMATOR / PROJECT MANAGER

EXHIBIT C

Notice of Completion dated May 24, 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

Baldwin Park Blvd. & Amar Rd.

Project: Guardrail & Intersection Improvements

Date: May 24, 2018

Contract

Contract No.: CITY-1444

Contractor: All American Asphalt

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

Edward J. Carlson
Printed Name

Signature

Vice President
Title

Date

Recommended by
JMD Inspector

Kouros H. Farrah
Printed Name

[Signature]
Signature

INSPECTOR
Title

5-7-18
Date

Recommended by
Project Manager

Gerardo Perez
Printed Name

[Signature]
Signature

Sr. Construction Manager
Title

5-11-18
Date

Recommend by
Public Agency

Joshua Nelson
Printed Name

[Signature]
Signature

Contract City Engineer
Title

5/10/18
Date

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 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-1444, Baldwin Park Boulevard and Amar Road Guardrail and Intersection Improvements, City of Industry, CA 91744, County of Los Angeles, for the undersigned agency and said work was accepted as complete on May 24, 2018. The contractor on said job was All American Asphalt 400 E. 6th Street, Corona, Ca 92878.

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 24th 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)

EXHIBIT D

Final Bid Quantities

[Attached]

CITY OF INDUSTRY

15625 E. Stafford Street, City of Industry, CA 91744

EXHIBIT D

PROJECT: Baldwin Park Boulevard and Amar Road Guardrail and Intersection Improvement

CONTRACT NO: CITY-1444

CONTRACTOR: All American Asphalt

400 E. 6th Street, Corona, CA 92878

FINAL BID QUANTITIES

ITEM NO.	DESCRIPTION OF ITEM	CONTRACT QUANTITY IN UNITS	UNIT MEAS.	CONTRACT UNIT AMOUNT	CONTRACT AMOUNT	QUANTITY THIS APPLICATION	AMOUNT THIS APPLICATION	QUANTITY TO DATE	TOTAL AMOUNT TO DATE	REMAINING BALANCE
1	Mobilization and Demobilization	1	LS	7,150.00	7,150.00	1.00	7,150.00	1.00	\$7,150.00	
2	Survey and Construction Staking	1	LS	3,100.00	3,100.00	1.00	3,100.00	1.00	\$3,100.00	
3	Prepare Traffic Control Plans (TCP) and Traffic Control	1	LS	24,150.00	24,150.00	1.00	24,150.00	1.00	\$24,150.00	
4	Unclassified Excavation - Medians Area (Approximate 12")	103	CY	133.00	13,699.00	53.58	7,126.14	53.58	\$7,126.14	\$6,572.86
5	Clearing and Grubbing	1	LS	10,056.00	10,056.00	1.00	10,056.00	1.00	\$10,056.00	
6	Cold Mill AC Pavement (1" thick)	6,700	SF	1.60	10,720.00	9,296.00	14,873.60	92.96	\$14,873.60	(\$4,153.60)
7	Construct 3" Thick AC Pavement (PG 64-10-C2)	15	TN	115.20	1,728.00	15.00	1,728.00	15.00	\$1,728.00	
8	Construct 8" Base Course (PG 64-10-B)	35	TN	115.20	4,032.00	18.00	2,073.60	18.00	\$2,073.60	\$1,958.40
9	Construct Variable Thickness Asphalt Concrete Pavement (PG 64-10-C2)	110	TN	115.20	12,672.00	89.24	10,280.45	89.24	\$10,280.45	\$2,391.55
10	Install Geotextile Fabric	300	SY	5.85	1,755.00					\$1,755.00
11	Install CAB under PCC Median	40	CY	170.00	6,800.00					\$6,800.00
12	Construct 4" Thick Stamped Concrete Median	1,825	SF	10.40	18,980.00	1,788.00	18,595.20	1,788.00	\$18,595.20	\$384.80
13	Import Soil Back Fill (Median Area)	56	CY	109.00	6,104.00	56.00	6,104.00	56.00	\$6,104.00	
14	Construct PCC Median Curb per Std. Plan No. 120-2 Type A1-8	580	LF	26.00	15,080.00	566.00	14,716.00	566.00	\$14,716.00	\$364.00
15	Adjust Manhole Frame and Cover (approx. 8" high)	1	EA	3,400.00	3,400.00	1.00	3,400.00	1.00	\$3,400.00	
16	Install Guardrail	100	LF	73.50	7,350.00	90.50	6,651.75	90.50	\$6,651.75	\$698.25
17	Install Type A Ceramic Markers	1	LS	735.00	735.00	1.00	735.00	1.00	\$735.00	
18	Traffic Signing and Striping	1	LS	11,550.00	11,550.00	1.00	11,550.00	1.00	\$11,550.00	
19	Traffic Signal Modification	1	LS	11,550.00	11,550.00	1.00	11,550.00	1.00	\$11,550.00	
BID QUANTITY ADJUSTMENT									CREDIT	\$16,771.26

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
STAFF: Nathalie Vazquez, Assistant Planner II
Dina Lomeli, Associate Planner
DATE: May 24, 2018
SUBJECT: 2018 Fireworks Sales

Pursuant to Section 15.28.090.C. of the City's Code, the City may issue 20 permits for nonprofit organizations to sell safe and sane fireworks in the City. The City received applications from 20 eligible organizations, which are listed below.

Given that the City received 20 applications, City Staff is recommending that permits be approved for all applicants. In accordance with the provisions of Section 15.28.070 of the Code, safe and sane fireworks may be sold from noon on June 28th-July 5th at noon.

	<u>Name of Applicant</u>	<u>Address</u>
1.	A Place of Hope	14262 Nelson Avenue
2.	Cory Lidle Foundation	17523 Colima Road
3.	Elan Youth Arts	18009 East Gale Avenue
4.	Hacienda Heights Baptist Church	16107 Gale Avenue
5.	Iglesia Jesus Es Amor	15301 Gale Avenue
6.	Kiwanis of Hacienda Heights	17150 Gale Avenue
7.	Knights of Columbus	17875 Colima Road
8.	La Puente High School Athletics	255 North Hacienda Boulevard
9.	Los Altos High School Quarterback Club	1700 Colima Road
10.	Lyle Olsen Memorial Foundation	15239 Gale Avenue
11.	Northview High School Baseball Boosters	18217 Gale Avenue
12.	Rowland High School Raiders Huddle Club	18965 San Jose Avenue
13.	San Gabriel Valley YMCA	21330 East Valley Boulevard
14.	SGV Punishers Football Cheer	151 South Hacienda Boulevard
15.	Shinning Light Ministries	17875 Colima Road
16.	The Jennifer Lenihan Memorial Scholarship Foundation	123 North Azusa Avenue
17.	Walnut Valley Rotary Foundation	18268 Gale Avenue
18.	Wilson High School Athletic Boosters	210 South Hacienda Boulevard
19.	Workman High School Athletic Boosters	16052 Amar Road
20.	Workman High School Band Boosters	16502 East Temple Avenue