

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

May 28, 2020
9:00 AM



Mayor Cory C. Moss
Mayor Pro Tem Cathy Marcucci
Council Member Abraham Cruz
Council Member Mark D. Radecki
Council Member Newell Ruggles

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

Addressing the City Council:

NOTICE OF TELEPHONIC MEETING:

- ***Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council shall be held telephonically. Members of the public shall be able to attend the meeting telephonically, and offer public comment by calling the following conference call number: 657-204-3264, and entering the following Conference ID: 456 989 30#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the City Council meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, May 26, 2020, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.***

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- ***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.
 - ***Public Comments (Non-Agenda Items Only):*** 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.

Agendas and other writings:

- ***In compliance with Government Code Section 54957.5(b), 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 of the City Council during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211***

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 28, 2020

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

5.2 Consideration of applications from the following organizations to sell Safe and Sane fireworks in the City: A Place of Hope, Cory Lidle Foundation, Covina High School Football Kiwanis of Hacienda Heights, Knights of Columbus #5137, Knights of Columbus, Msgr. Mulcahy Council 16438, La Puente HS Athletics, Los Altos Quarterback Club, Lyle Olsen Foundation, Northview HS Baseball Boosters, Rowland HS Raider Huddle Club, San Gabriel Valley YMCA, Shining Light Ministries, The California Alliance For Family Justice, The Jennifer Lenihan Memorial Scholarship Foundation, Wilson HS Athletic Boosters

RECOMMENDED ACTION: Approve the list of applicants to sell safe and sane fireworks beginning June 28, 2020 and ending July 5, 2020 as conditioned.

6. **ACTION ITEMS**

6.1 Consideration of Amendment No. 2 to the Professional Services Agreement with Biggs Cardosa Associates, Inc. for Consulting Services for the repainting of the Azusa Avenue Bridge over Valley Boulevard Project, revising the rate schedule and increasing compensation by \$25,804.00 for a total Agreement amount not-to-exceed \$425,197.00 (MP 10-08 #6)

RECOMMENDED ACTION: Approve the Amendment.

- 6.2 Consideration of Amendment No. 3 to the Professional Services Agreement with The Technology Depot, Inc., for Information Technology Support Services, extending the term through June 30, 2021, and increasing the compensation by \$340,640.00

RECOMMENDED ACTION: Approve the Amendment.

- 6.3 Update on activities regarding COVID-19 assistance programs for Industry businesses and related information

RECOMMENDED ACTION: Provide direction to Staff.

7. **CITY MANAGER REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

- 10.1 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property: 150 North Hacienda Boulevard, City of Industry, CA
also known as Assessor's Parcel Number 8208-025-951

Agency Negotiators: Troy Helling, City Manager
Bing Hyun, Assistant City Manager

Negotiating Parties: Bank of America N.A.

Under Negotiation: Price and terms of payment

11. Adjournment. The next regular City Council Meeting will be Thursday, June 11, 2020 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF MAY 28, 2020**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,464,621.72
103	PROP A FUND	11,736.28
120	CAPITAL IMPROVEMENT FUND	495,472.01
140	CITY DEBT SERVICE	2,000.00
TOTAL ALL FUNDS		2,973,830.01

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNT	157,000.00
PROP/A	PROP A - CKING ACCOUNT	11,736.28
REF	REFUSE - CKING ACCOUNT	1,329,037.82
WFBK	WELLS FARGO - CKING ACCOUNT	1,476,055.91
TOTAL ALL BANKS		2,973,830.01

APPROVED PER CITY MANAGER

CITY OF INDUSTRY
BANK OF AMERICA
May 28, 2020

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
WT1158	05/13/2020		INDUSTRY PROPERTY & HOUSING	\$22,000.00
	Invoice	Date	Description	Amount
	5/13/20-A	05/13/2020	TRANSFER FUNDS-IPHMA AP REG 5/14/20	\$22,000.00
24454	05/13/2020		CIVIC RECREATIONAL INDUSTRIAL	\$135,000.00
	Invoice	Date	Description	Amount
	5/13/20	05/13/2020	TRANSFER FUNDS-CRIA A/P REG 5/14/20	\$135,000.00

Checks	Status	Count	Transaction Amount
	Total	2	\$157,000.00

CITY OF INDUSTRY

PROP A

May 28, 2020

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90180	05/28/2020		CITY OF INDUSTRY-REFUSE	\$78.80
	Invoice	Date	Description	Amount
	3991800	05/01/2020	DISP SVC-600 BREA CYN RD	\$78.80
90181	05/28/2020		CNC ENGINEERING	\$7,270.00
	Invoice	Date	Description	Amount
	500747	05/14/2020	ANNUAL BUS STOP ADA IMPROVEMENTS	\$1,040.00
	500748	05/14/2020	FULLERTON RD GRADE SEPARATION	\$3,940.00
	500749	05/14/2020	FAIRWAY DR GRADE SEPARATION	\$2,290.00
90182	05/28/2020		INDUSTRY SECURITY SERVICES	\$4,167.63
	Invoice	Date	Description	Amount
	14-24636	05/08/2020	SECURITY SVC-METROLINK	\$2,090.19
	14-24648	05/15/2020	SECURITY SVC-METROLINK	\$2,077.44
90183	05/28/2020		WALNUT VALLEY WATER DISTRICT	\$240.39
	Invoice	Date	Description	Amount
	3576675	02/11/2020	12/31/19-1/30/20 SVC-PLATFORM METROLINK BREA	\$20.54
	3660879	05/05/2020	3/31-4/29/20 SVC-PLATFORM METROLINK BREA CYN	\$20.67
	3659973	05/05/2020	4/1-4/30/20 SVC-IRR METROLINK SYN SPANISH LN	\$199.18

Checks	Status	Count	Transaction Amount
	Total	4	\$11,756.82

**CITY OF INDUSTRY
WELLS FARGO REFUSE
May 28, 2020**

Check	Date	Payee Name	Check Amount
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REFUSE - Refuse Account

Check	Date	Description	Amount
WT273	05/04/2020	CITY OF INDUSTRY DISPOSAL CO.	\$1,329,037.82
Invoice	Date	Description	Amount
4020719	05/04/2020	REFUSE SVC 4/1-4/30/20	\$1,329,037.82

Check	Status	Count	Transaction Amount
	Total	1	\$1,329,037.82

CITY OF INDUSTRY
VOIDED CHECKS
May 28, 2020

Check	Date	Payee Name	Check Amount
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PROPA.CHK - Prop A Checking

90156	02/27/2020		05/20/2020	WALNUT VALLEY WATER DISTRICT	(\$20.54)
	Invoice	Date	Description	Amount	
	3576675	02/11/2020	12/31/19-1/30/20 SVC-PLATFORM METROLINK BREA	(\$20.54)	

CITY.WF.CHK - City General Wells Fargo

73435	04/23/2020		05/14/2020	PACIFIC UTILITY INSTALLATION	(\$4,742.00)
	Invoice	Date	Description	Amount	
	21407	03/31/2020	CITY'S STREETLIGHT SYSTEM	(\$1,239.00)	
	21408	03/31/2020	CITY'S STREETLIGHT SYSTEM	(\$3,503.00)	

Checks	Status	Count	Transaction Amount
	Total	2	(\$4,762.54)

**CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFER**

May 28, 2020

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

10022	05/14/2020		\$10,365.35
	Invoice	SCHLICHTING, DIANE	
	5/1-5/31/20	PER SETTLEMENT AGRMT DATED 8/22/18	\$10,365.35

Checks	Status	Count	Transaction Amount
	Total	1	\$10,365.35

**CITY OF INDUSTRY
WELLS FARGO BANK
May 28, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73573	05/08/2020		REV MOTIVE, LLC	\$19,162.50
	Invoice	Date	Description	Amount
	QUOTE 5/7/20	05/08/2020	INDIVIDUAL HAND SANITIZERS FOR CITY AND LOCAL	\$19,162.50
73574	05/14/2020		DEPENDABLE MERCHANDISE	\$14,410.00
	Invoice	Date	Description	Amount
	501	05/11/2020	PURCHASE OF (5,000) KN95 MASKS FOR EL	\$14,410.00
73575	05/14/2020		DESIGN INTERNATIONAL GROUP,	\$744.60
	Invoice	Date	Description	Amount
	24861	05/11/2020	PURCHASE OF (20) PULSE OXIMETERS TO BE USED	\$744.60
73576	05/14/2020		PACIFIC UTILITY INSTALLATION	\$4,742.00
	Invoice	Date	Description	Amount
	21407	03/31/2020	CITY'S STREETLIGHT SYSTEM	\$1,239.00
	21408	03/31/2020	CITY'S STREETLIGHT SYSTEM	\$3,503.00
73577	05/14/2020		POMONA QUALITY FOAM, LLC	\$1,368.75
	Invoice	Date	Description	Amount
	25850	05/11/2020	PURCHASE (500) FACE SHIELDS TO BE DONATED AT	\$1,368.75
73578	05/14/2020		IVY-IT, INC.	\$42,705.00
	Invoice	Date	Description	Amount
	S-2020-58	05/14/2020	PURCHASE (1,000) ISOLATION SUITS FOR EL	\$42,705.00
73579	05/21/2020		AT & T	\$9.01
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
May 28, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2020-00001820	05/01/2020	5/1-5/31/20 SVC - CITY WHITE PAGES LISTING	\$9.01
73580	05/21/2020		FRONTIER	\$1,123.96
	Invoice	Date	Description	Amount
	2020-00001821	05/02/2020	5/2-6/1/20 SVC - IH GOLF COURSE FUEL PUMP	\$144.99
	2020-00001822	05/02/2020	5/2-6/1/20 SVC - 1015 NOGALES STREET	\$55.83
	2020-00001823	05/01/2020	5/1-5/31/20 SVC - VARIOUS SITES	\$923.14
73581	05/21/2020		LA PUENTE VALLEY COUNTY	\$14,169.38
	Invoice	Date	Description	Amount
	2020-00001845	05/01/2020	2/18-4/20/20 SVC - 15625 STAFFORD ST	\$180.08
	2020-00001846	05/01/2020	2/18-4/20/20 SVC - 15625 STAFFORD ST	\$75.27
	2020-00001847	05/01/2020	2/18-4/20/20 SVC - 15414 DON JULIAN -IRR	\$669.72
	2020-00001848	05/01/2020	2/18-4/20/20 SVC - 15414 DON JULIAN RD	\$386.82
	2020-00001849	05/01/2020	2/18-4/20/20 SVC - 1 AZUSA WAY (IRRI)	\$247.98
	2020-00001850	05/01/2020	2/18-4/20/20 SVC - 285 HACIENDA BLVD (IRRI)	\$76.65
	2020-00001851	05/01/2020	2/18-4/20/20 SVC - HACIENDA/STAFFORD (IRRI)	\$224.46
	2020-00001852	05/01/2020	2/18-4/20/20 SVC - HACIENDA/STAFFORD (IRRI)	\$167.88
	2020-00001853	05/01/2020	2/18-4/20/20 SVC - 211 HACIENDA BLVD (IRRI)	\$91.41
	2020-00001854	05/01/2020	2/18-4/20/20 SVC - HUDSON AVE (IRRI)	\$273.66
	2020-00001855	05/01/2020	2/18-4/20/20 SVC - STAFFORD ST (IRRI)	\$468.00
	2020-00001856	05/01/2020	2/18-4/20/20 SVC - 220 HACIENDA BLVD (IRRI)	\$332.70
	2020-00001857	05/01/2020	2/18-4/20/20 SVC - NELSON AVE (IRRI)	\$928.02
	2020-00001858	05/01/2020	2/18-4/20/20 SVC - SOTRO ST (IRRI)	\$706.62
	2020-00001859	05/01/2020	2/18-4/20/20 SVC - 15651 STAFFORD ST	\$1,033.80
	2020-00001860	05/01/2020	2/18-4/20/20 SVC - RAUSCH RD (IRRI)	\$157.83

**CITY OF INDUSTRY
WELLS FARGO BANK
May 28, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
2020-00001861	05/01/2020		2/18-4/20/20 SVC - RAUSCH RD (IRRI)	\$167.67
2020-00001862	05/01/2020		2/18-4/20/20 SVC - STAFFORD & OLD VALLEY (IRR)	\$581.16
2020-00001863	05/01/2020		2/18-4/20/20 SVC - ALONG RR TRACKS	\$652.50
2020-00001864	05/01/2020		2/18-4/20/20 SVC - PROCTOR & EL ENCANTO (IRRI)	\$416.34
2020-00001865	05/01/2020		2/18-4/20/20 SVC - HACIENDA BLVD (IRRI)	\$140.61
2020-00001866	05/01/2020		2/18-4/20/20 SVC - 15415 DON JULIAN RD (IRRI)	\$1,533.60
2020-00001867	05/01/2020		2/18-4/20/20 SVC - 15414 DON JULIAN RD (IRRI)	\$691.86
2020-00001868	05/01/2020		2/18-4/20/20 SVC - 15414 DON JULIAN RD	\$176.80
2020-00001869	05/01/2020		2/18-4/20/20 SVC - 201 STAFFORD ST (IRRI)	\$1,395.39
2020-00001870	05/01/2020		2/18-4/20/20 SVC - VALLEY BLVD (IRRI)	\$88.95
2020-00001871	05/01/2020		2/18-4/20/20 SVC - 15415 DON JULIAN RD (IRRI)	\$746.40
2020-00001872	05/01/2020		2/184/20/20 SVC - DON JULIAN RD	\$1,159.94
2020-00001873	05/01/2020		2/18-4/20/20 SVC - PARRIOTT & DON JULIAN (IRRI)	\$167.88
2020-00001874	05/01/2020		2/18-4/20/20 SVC - 15660 STAFFORD ST	\$229.38
73582	05/21/2020		SAN GABRIEL VALLEY WATER CO.	\$6,493.99
	Invoice	Date	Description	Amount
2020-00001831		04/28/2020	3/26-4/27/20 SVC - CROSSROADS PKY SOUTH	\$552.51
2020-00001832		04/28/2020	3/26-4/27/20 SVC - CROSSROADS PARKWAY STA 103-	\$150.13
2020-00001833		04/28/2020	3/26-4/27/20 SVC - CROSSROADS PKY SOUTH	\$1,660.92
2020-00001834		04/28/2020	3/26-4/27/20 SVC - CROSSROADS PKY NORTH	\$234.69
2020-00001835		04/28/2020	3/26-4/27/20 SVC - CROSSROADS PKY NORTH STA 129-	\$388.50
2020-00001836		04/28/2020	3/26-4/27/20 SVC - CROSSROADS PKY NOTH STA 111-	\$205.75
2020-00001837		04/28/2020	3/26-4/27/20 SVC - PELLISSIER	\$278.39
2020-00001838		04/28/2020	3/26-4/27/20 SVC - PELLISSIER	\$305.07
2020-00001839		04/28/2020	3/26-4/27/20 SVC - PECK/UNION PACIFIC BRIDGE	\$405.52
2020-00001840		04/28/2020	3/26-4/27/20 SVC - S/E COR OF PELLISSIER	\$1,180.21

**CITY OF INDUSTRY
WELLS FARGO BANK
May 28, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2020-00001841	04/28/2020	3/26-4/27/20 SVC - PELLISSIER	\$352.75
	2020-00001842	05/13/2020	4/13-5/12/20 SVC - 132 IRRIG PUENTE	\$361.82
	2020-00001843	05/13/2020	4/13-5/12/20 SVC - 123 IRRG WORKMAN MILL	\$234.69
	2020-00001844	05/13/2020	4/13-5/12/20 SVC - 13756 VALLEY	\$183.04
73583	05/21/2020		SO CALIFORNIA EDISON COMPANY	\$7,090.62
	Invoice	Date	Description	Amount
	2020-00001876	05/06/2020	4/2-5/4/20 SVC - 15625 STAFFORD ST	\$3,399.97
	2020-00001877	05/02/2020	4/1-5/1/20 SVC - GALE AVE/L STREET	\$39.94
	2020-00001878	05/02/2020	4/1-5/1/20 SVC - VARIOUS SITES	\$105.96
	2020-00001879	05/02/2020	4/1-5/1/20 SVC - NOGALES ST/SAN JOSE AVE	\$484.62
	2020-00001880	05/02/2020	4/1-5/1/20 SVC - 1 VALLEY/AZUSA	\$17.74
	2020-00001881	05/13/2020	4/10-5/12/20 SVC - 490 7TH U	\$73.93
	2020-00001882	05/16/2020	4/15-5/15/20 SVC - 17635 GALE	\$1,293.66
	2020-00001883	05/16/2020	4/15-5/15/20 SVC - PECK RD S/O PELISIER	\$20.16
	2020-00001884	05/16/2020	4/15-5/15/20 SVC - 1341 FULLERTON RD	\$91.58
	2020-00001885	05/08/2020	4/5-5/5/20 SVC - 133 N. AZUSA AVE	\$153.03
	2020-00001886	05/07/2020	4/6-5/6/20 SVC - 1135 HATCHER AVE	\$213.32
	2020-00001887	05/08/2020	3/6-5/6/20 SVC - VARIOUS SITES	\$40.24
	2020-00001888	05/07/2020	4/6-5/6/20 SVC - 1123 HATCHER AVE STE A	\$197.81
	2020-00001889	05/12/2020	4/9-5/11/20 SVC - 575 BALDWIN PARK BLVD U	\$72.72
	2020-00001890	05/12/2020	3/9-5/7/20 SVC - VARIOUS SITES	\$885.94
73584	05/21/2020		SO CALIFORNIA EDISON COMPANY	\$92.14
	Invoice	Date	Description	Amount
	2020-00001875	05/16/2020	4/15-5/15/20 SVC - 19001 TONNER CANYON RD	\$92.14

**CITY OF INDUSTRY
WELLS FARGO BANK
May 28, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73585	05/21/2020		SOCALGAS	\$556.42
	Invoice	Date	Description	Amount
	2020-00001824	05/06/2020	4/3-5/4/20 SVC - 15633 RAUSCH RD	\$247.04
	2020-00001825	05/06/2020	4/3-5/4/20 SVC - 15651 STAFFORD ST	\$232.02
	2020-00001826	04/30/2020	3/30-4/28/20 SVC - 1015 NOGALES ST STE 101 GAS	\$16.05
	2020-00001827	04/30/2020	3/30-4/28/20 SVC - 710 NOGALES ST	\$16.43
	2020-00001828	05/04/2020	4/1-4/30/20 SVC - 1 INDUSTRY HILLS PKWY	\$14.30
	2020-00001829	05/06/2020	4/3-5/4/20 SVC - 15625 STAFFORD ST	\$15.29
	2020-00001830	05/06/2020	4/3-5/4/20 SVC - 15625 STAFFORD ST APT B	\$15.29
73586	05/21/2020		SUBURBAN WATER SYSTEMS	\$334.97
	Invoice	Date	Description	Amount
	180021823498	05/05/2020	4/3-5/5/20 SVC - NE CNR VALLEY/STIMS	\$334.97
73587	05/21/2020		THREE VALLEYS MUNICIPAL WATER	\$1,323.86
	Invoice	Date	Description	Amount
	05544	04/30/2020	4/1-4/31/20 SVC - TONNER CANYON	\$1,323.86
73588	05/21/2020		VERIZON BUSINESS	\$182.56
	Invoice	Date	Description	Amount
	64911296	05/10/2020	4/1-4/31/20 SVC - VARIOUS SITES	\$135.95
	64911295	05/10/2020	4/1-4/31/20 SVC - VARIOUS SITES	\$46.61
73589	05/21/2020		VERIZON WIRELESS - LA	\$3,595.54
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
May 28, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	9853394675	04/26/2020	3/27-4/26/20 SVC - VARIOUS WIRELESS SVC	\$3,595.54
73590	05/21/2020		WALNUT VALLEY WATER DISTRICT	\$9,692.23
	Invoice	Date	Description	Amount
	3660123	05/05/2020	4/1-4/30/20 SVC - BAKER PKWY METER # 1	\$227.52
	3660133	05/05/2020	4/1-4/30/20 SVC - 22002 VALLEY BLVD	\$51.30
	3660124	05/05/2020	4/1-4/30/20 SVC - BAKER PKWY METER # 2	\$171.79
	3660130	05/05/2020	4/1-4/30/20 SVC - GRAND AVE XING-1200'E OF BAKER	\$171.79
	3660131	05/05/2020	4/1-4/30/20 SVC - GRAND XING-1200'E OF BAKER	\$98.20
	3660192	05/05/2020	4/1-4/30/20 SVC - 21627 GRAND CROSSING PKWY #3	\$98.20
	3660193	05/05/2020	4/1-4/30/20 SVC - 21627 GRAND CROSSING PKWY #4	\$98.20
	3660088	05/05/2020	4/1-4/30/20 SVC - BREA CYN RD & OLD RANCH RD	\$47.56
	3661107	05/05/2020	3/31-4/29/20 SVC - NOGALES PUMP STATION	\$62.42
	3660860	05/05/2020	3/31-4/29/20 SVC - PUMP STATION N/W CHERLY	\$32.60
	3660167	05/05/2020	4/1-4/30/20 SVC - BREA CYN 60' N OF CURRIER	\$26.28
	3660166	05/05/2020	4/1-4/30/20 SVC - BREA CYN 100' N OF RR TRKS	\$136.61
	3660150	05/05/2020	4/1-4/30/20 SVC - 21350 VALLEY-MEDIAN	\$124.23
	3660880	05/05/2020	3/31-4/29/20 SVC - BREA CYN PUMP STATION	\$24.23
	3660104	05/05/2020	4/1-4/30/20 SVC - FERERO & GRAND EAST RAMP	\$750.58
	3660054	05/05/2020	4/1-4/30/20 SVC - LEMON AVE N OF CURRIER	\$71.87
	3660169	05/05/2020	4/1-4/30/20 SVC - 60 FWY INTERCHANGE FAIRWAY DR	\$67.42
	3660002	05/05/2020	4/1-4/30/20 SVC - 820 FAIRWAY DRIVE-IRR	\$62.42
	3660211	05/05/2020	4/1-4/30/20 SVC - MARCELLIN DR MTR #4	\$950.92
	3660210	05/05/2020	4/1-4/30/20 SVC - MARCELLIN DR MTR #2	\$98.20
	3660209	05/05/2020	4/1-4/30/20 SVC - MARCELLIN DR MTR #1	\$1,089.30
	3660208	05/05/2020	4/1-4/30/20 SVC - SE GRAND XING PKWY MTR #5	\$1,259.47
	3660207	05/05/2020	4/1-4/30/20 SVC - SE GRAND XING PKWY MTR #4	\$98.20

**CITY OF INDUSTRY
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
3660206	05/05/2020		4/1-4/30/20 SVC - SE GRAND XING PKWY MTR #3	\$530.17
3660205	05/05/2020		4/1-4/30/20 SVC - SE GRAND XING PKWY MTR #2	\$530.17
3660204	05/05/2020		4/1-4/30/20 SVC - SE GRAND XING PKWY MTR #1	\$687.25
3660202	05/05/2020		4/1-4/30/20 SVC - SE GRAND XING PKWY MTR #6	\$633.02
3660201	05/05/2020		4/1-4/30/20 SVC - SE GRAND XING PKWY MTR #7	\$756.44
3660197	05/05/2020		4/1-4/30/20 SVC - MARCELLIN DR MTR #3	\$735.87
73591	05/28/2020		ALISON ROSE JEFFERSON	\$250.00
Invoice	Date	Description	Amount	
PPARJ2020	05/14/2020	VIRTUAL LECTURE ON 6/28/20-HOMESTEAD	\$250.00	
73592	05/28/2020		ANNEALTA GROUP	\$113,330.00
Invoice	Date	Description	Amount	
1738	05/11/2020	STORMWATER COMPLIANCE-APR 2020	\$27,289.50	
1737	05/11/2020	GENERAL PLANNING SVC-APR 2020	\$43,318.00	
1736	05/11/2020	GENERAL DEVELOPMENT SVC-APR 2020	\$35,410.00	
1743	05/11/2020	17150 GALE AVE	\$2,397.50	
1745	05/11/2020	804 S. AZUSA AVE	\$1,483.00	
1744	05/11/2020	SEVEN ELEVEN 7/11	\$1,363.00	
1742	05/11/2020	15252 VALLEY BLVD	\$603.00	
1741	05/11/2020	13055 E. TEMPLE AVE	\$321.00	
1740	05/11/2020	120 HACIENDA BLVD	\$75.00	
1739	05/11/2020	111 HUDSON AVE	\$1,070.00	
73593	05/28/2020		B AND T CATTLE	\$14,580.00
Invoice	Date	Description	Amount	

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WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
113	04/29/2020	MAINT SVC-MAY 2020		\$14,580.00
73594	05/28/2020		BANK OF AMERICA - VISA	\$85.00
Invoice	Date	Description	Amount	
4/7-5/6/20	05/06/2020	ANNUAL CARD FEES/LATE FEES	\$85.00	
73595	05/28/2020		BCM CUSTOMER SERVICE, INC.	\$2,050.00
Invoice	Date	Description	Amount	
200930	05/01/2020	PREVENTIVE A/C MAINT-EL ENCANTO	\$2,050.00	
73596	05/28/2020		BIGGS CARDOSA ASSOCIATES, INC.	\$2,190.95
Invoice	Date	Description	Amount	
78382	04/05/2020	AZUSA AVE BRIDGE REPAINTING	\$2,190.95	
73597	05/28/2020		BLAKE AIR CONDITIONING COMPANY	\$5,878.60
Invoice	Date	Description	Amount	
55940	04/30/2020	A/C REPAIR-CITY HALL (SERVER ROOM)	\$178.60	
55745	04/29/2020	REPAIR WORK ON ROOF-CITY HALL	\$5,700.00	
73598	05/28/2020		CHEM PRO LABORATORY, INC	\$283.00
Invoice	Date	Description	Amount	
660718	04/23/2020	WATER TREATMENT-APR 2020	\$283.00	
73599	05/28/2020		CINTAS CORPORATION LOC 693	\$56.58
Invoice	Date	Description	Amount	
4050112197	05/11/2020	DOOR MATS	\$56.58	

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CITY.WF.CHK - City General Wells Fargo

73600	05/28/2020			CITY OF INDUSTRY DISPOSAL CO.	\$2,239.52
Invoice	Date	Description			Amount
4004251	04/30/2020	DISP SVC-3226 GILMAN RD			\$84.51
4004252	04/30/2020	DISP SVC-16000 TEMPLE AVE			\$140.85
4004253	04/30/2020	DISP SVC-14362 PROCTOR AVE			\$84.51
4004254	04/30/2020	DISP SVC-15710 NELSON AVE			\$28.17
4004255	04/30/2020	DISP SVC-15702 NELSON AVE			\$28.17
4004256	04/30/2020	DISP SVC-507 TURNBULL CYN RD			\$56.34
4004257	04/30/2020	DISP SVC-15730 NELSON AVE			\$28.17
4004258	04/30/2020	DISP SVC-15644 NELSON AVE			\$28.17
4004259	04/30/2020	DISP SVC-15626 NELSON AVE			\$28.17
4004260	04/30/2020	DISP SVC-629 GIANO AVE			\$56.34
4004261	04/30/2020	DISP SVC-754 S 5TH AVE			\$56.34
4004262	04/30/2020	DISP SVC-210 S 9TH AVE			\$56.34
4004263	04/30/2020	DISP SVC-16020 HILL ST			\$28.17
4004264	04/30/2020	DISP SVC-15736 NELSON AVE			\$28.17
4004265	04/30/2020	DISP SVC-15634 NELSON AVE			\$28.17
4004266	04/30/2020	DISP SVC-257 TURNBULL CYN RD			\$42.26
4004267	04/30/2020	DISP SVC-643 GIANO AVE			\$56.34
4004268	04/30/2020	DISP SVC-15151 PROCTOR AVE			\$84.51
4004269	04/30/2020	DISP SVC-15157 WALBROOK DR			\$28.17
4004270	04/30/2020	DISP SVC-16000 HILL ST			\$28.17
4004271	04/30/2020	DISP SVC-16010 HILL ST			\$56.34
4004272	04/30/2020	DISP SVC-16014 HILL ST			\$28.17
4004273	04/30/2020	DISP SVC-16229 HANDORF RD			\$28.17

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
4004274	04/30/2020		DISP SVC-16242 HANDORD RD	\$56.34
4004275	04/30/2020		DISP SVC-16220 HANDORF RD	\$84.51
4004276	04/30/2020		DISP SVC-16218 HANDORF RD	\$28.17
4004277	04/30/2020		DISP SVC-16217 HANDORF RD	\$56.34
4004278	04/30/2020		DISP SVC-16227 HANDORF RD	\$28.17
4004279	04/30/2020		DISP SVC-16238 HANDORF RD	\$28.17
4004280	04/30/2020		DISP SVC-16224 HANDORF RD	\$28.17
4004281	04/30/2020		DISP SVC-15714 NELSON AVE	\$28.17
4004282	04/30/2020		DISP SVC-15652 NELSON AVE	\$28.17
4004283	04/30/2020		DISP SVC-134 TURNBULL CYN RD	\$28.17
4004284	04/30/2020		DISP SVC-14063 PROCTOR AVE	\$84.51
4004285	04/30/2020		DISP SVC-20137 E WALNUT DR	\$28.17
4004286	04/30/2020		DISP SVC-15722 NELSON AVE	\$28.17
4004287	04/30/2020		DISP SVC-17229 CHESTNUT ST	\$84.51
4004288	04/30/2020		DISP SVC-130 TURNBULL CYN RD	\$28.17
4004289	04/30/2020		DISP SVC-132 TURNBULL CYN RD	\$28.17
4004290	04/30/2020		DISP SVC-138 TURNBULL CYN RD	\$28.17
4004291	04/30/2020		DISP SVC-15236 VALLEY BLVD	\$169.02
4004292	04/30/2020		DISP SVC-16200 TEMPLE AVE	\$84.51
4004293	04/30/2020		DISP SVC-14310 PROCTOR AVE	\$84.51
4004294	04/30/2020		DISP SVC-16212 TEMPLE AVE	\$84.51
73601	05/28/2020		CITY OF INDUSTRY-PAYROLL ACCT	\$125,000.00
	Invoice	Date	Description	Amount
	PR P/E 5/15/20	05/19/2020	REPLENISH PAYROLL FOR PE 5/15/20	\$125,000.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73602	05/28/2020		CITY OF INDUSTRY-REFUSE	\$7,780.52
	Invoice	Date	Description	Amount
	3991950	05/01/2020	DISP SVC-205 N HUDSON AVE	\$211.36
	3991744	05/01/2020	STORAGE BOX RENTAL-TONNER CYN (CAMP	\$300.00
	4020134	04/30/2020	DISP SVC-1123 HATCHER AVE	\$1,228.23
	3991743	05/01/2020	DISP SVC-1123 HATCHER AVE	\$248.86
	3991741	05/01/2020	DISP SVC-CITY HALL	\$455.58
	3991742	05/01/2020	DISP SVC-TONNER CYN (MAINT YD)	\$540.00
	3992204	05/01/2020	DISP SVC-CITY BUS STOPS	\$4,796.49
73603	05/28/2020		CNC ENGINEERING	\$215,217.23
	Invoice	Date	Description	Amount
	500690	05/14/2020	ELECTRIC VEHICLE CHARGING STATION	\$205.00
	500691	05/14/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$28,652.50
	500692	05/14/2020	EXPO AVALON ROOM DESIGN	\$12,510.00
	500693	05/14/2020	HATCHER YARD FACILITY DEMO	\$4,850.00
	500694	05/14/2020	CITYWIDE ADA SELF EVALUATION	\$1,755.00
	500695	05/14/2020	SITE PLAN FOR SHERIFF TRAILER	\$1,815.00
	500696	05/14/2020	FOUR GRADE SEPARATION PUMP STATIONS	\$2,730.00
	500697	05/14/2020	CATCH BASIN RETROFITS	\$3,347.50
	500698	05/14/2020	SEWER DESIGN EXPO CENTER	\$7,180.00
	500699	05/14/2020	FULLERTON RD PCC	\$1,560.00
	500700	05/14/2020	ANNUAL PAVEMENT REHABILITATION	\$930.00
	500701	05/14/2020	ANNUAL SLURRY SEAL FY 2019	\$225.00
	500702	05/14/2020	STARHILL LN/3RD AVE WATERLINE	\$9,817.50
	500703	05/14/2020	DON JULIAN/BASETDALE WATERLINE	\$5,680.00

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
500704	05/14/2020	GENERAL ENG SVC 4/27-5/10/20	\$390.00
500705	05/14/2020	GENERAL ENGINEERING-TRAFFIC	\$8,290.00
500706	05/14/2020	GENERAL ENGINEERING-PLAN APPROVAL	\$4,820.00
500707	05/14/2020	GENERAL ENGINEERING-COUNTER SERVICE	\$4,075.00
500708	05/14/2020	GENERAL ENGINEERING-PERMITS	\$29,805.00
500709	05/14/2020	ARENTH AVE RECONSTRUCTION	\$23,660.00
500710	05/14/2020	AMAR RD STREETLIGHT INSTALLATION	\$320.00
500711	05/14/2020	CITY HALL ROOF RESTORATION	\$640.00
500712	05/14/2020	BUSINESS PKY RECONSTRUCTION	\$1,960.00
500713	05/14/2020	GENERAL ENG SVC 4/27-5/10/20	\$52,822.23
500717	05/14/2020	EXPO CENTER STANDARDS OF FACILITIES MAINT	\$5,425.00
500725	05/14/2020	PAINT EVALUATION OF WROUGHT IRON FENCE	\$1,460.00
500726	05/14/2020	INDUSTRY HILLS FUEL TANKS DISPENSING	\$292.50
73604	05/28/2020	CNC ENGINEERING	\$89,117.50
Invoice	Date	Description	Amount
500715	05/14/2020	NPDES STORM WATER	\$980.00
500716	05/14/2020	TONNER CYN PROPERTY	\$1,222.50
500718	05/14/2020	CIWS MGMT PUENTE BASIN WATERMASTER	\$85.00
500719	05/14/2020	CHINO RANCH DAM RENOVATION	\$267.50
500720	05/14/2020	VARIOUS CITY PAID EXPENSES FOR TRES	\$1,637.50
500721	05/14/2020	CITY HALL MAINT	\$4,097.50
500722	05/14/2020	HOMESTEAD MUSEUM IMPROVEMENTS	\$1,125.00
500723	05/14/2020	STIMSON AVE CROSSING AT LA SUBDIVISION	\$975.00
500724	05/14/2020	EL ENCANTO PRESERVATION	\$150.00
500727	05/14/2020	605 FWY/VALLEY BLVD INTERCHANGE	\$682.50

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CITY.WF.CHK - City General Wells Fargo			
500728	05/14/2020	AZUSA AVE BRIDGE REPAINTING	\$1,170.00
500729	05/14/2020	FISCAL YEAR BUDGET	\$5,482.50
500730	05/14/2020	ROWLAND ST RECONSTRUCTION	\$1,150.00
500731	05/14/2020	AZUSA AVE/TEMPLE AVE MODIFICATION	\$14,305.00
500732	05/14/2020	RESURFACING VALLEY BLVD	\$12,090.00
500733	05/14/2020	VARIOUS ASSIGNMENTS RELATED TO SA	\$810.00
500734	05/14/2020	ARENTH AVE RECONSTRUCTION	\$2,400.00
500735	05/14/2020	ARENTH AVE STREET LIGHT PROJECT	\$4,160.00
500736	05/14/2020	CARTEGRAPH MGMT	\$25,300.00
500737	05/14/2020	HOMESTEAD MUSEUM IMPROVEMENTS	\$400.00
500738	05/14/2020	GRAND AVE RECONSTRUCTION	\$1,365.00
500740	05/14/2020	GENERAL ENGINEERING-HWY PERFORMANCE	\$1,442.50
500741	05/14/2020	57/60FWY CONFLUENCE PROJ	\$195.00
500742	05/14/2020	GRAND AVE BRIDGE WIDENING	\$1,220.00
500743	05/14/2020	TURNBULL CYN RD GRADE SEPARATION	\$585.00
500739	05/14/2020	CITYWIDE STREET LIGHT LED UPGRADES	\$820.00
062020	06/01/2020	MEALS/WHEELS RENT-JUN 2020	\$5,000.00
73605	05/28/2020	CORELOGIC INFORMATION	\$192.50
Invoice	Date	Description	Amount
82021574	04/30/2020	GEOGRAPHIC PKG-APR 2020	\$192.50
73606	05/28/2020	DIAMOND BAR ELECTRIC, INC.	\$13,550.16
Invoice	Date	Description	Amount
15981	05/14/2020	REPAIRS TO ELECTRICAL JUNCTION BOXED-CITY	\$11,179.16
15976	05/12/2020	REPLACE LIGHT FIXTURES-CITY HALL (2ND FLOOR)	\$2,371.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73607	05/28/2020		DOG WASTE DEPOT	\$1,562.80
	Invoice	Date	Description	Amount
	323058	02/13/2020	DOG WASTE STATIONS	\$1,562.80
73608	05/28/2020		ELEVATE PUBLIC AFFAIRS, LLC	\$15,000.00
	Invoice	Date	Description	Amount
	1905	05/07/2020	MEDIA CONSULTING-APR 2020	\$15,000.00
73609	05/28/2020		FEDERAL EXPRESS CORP.	\$65.37
	Invoice	Date	Description	Amount
	7-005-83533	05/08/2020	MESSENGER SVC	\$65.37
73610	05/28/2020		FRAZER, LLP	\$22,625.00
	Invoice	Date	Description	Amount
	166323	04/30/2020	SA-PROF SVC FOR APR 2020	\$1,000.00
	166322	04/30/2020	COI-PROF SVC FOR APR 2020	\$21,625.00
73611	05/28/2020		GMS ELEVATOR SERVICES, INC	\$145.00
	Invoice	Date	Description	Amount
	101370	05/01/2020	ELEVATOR MAINT-CITY HALL	\$145.00
73612	05/28/2020		GONSALVES & SON, JOE A.	\$10,045.00
	Invoice	Date	Description	Amount
	158233	05/15/2020	LEGISLATIVE SVC-MAY 2020	\$10,045.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73613	05/28/2020		HACIENDA-LA PUENTE UNIFIED	\$2,087.25
	Invoice	Date	Description	Amount
	19/20-023PP	05/06/2020	BUS FUNDING STIPEND-HOMESTEAD	\$2,087.25
73614	05/28/2020		HADDICK'S AUTO BODY	\$120.00
	Invoice	Date	Description	Amount
	H-86209	04/10/2020	TOWING SVC-LIC 1429346	\$120.00
73615	05/28/2020		HINDERLITER, DE LLAMAS AND	\$14,848.82
	Invoice	Date	Description	Amount
	SIN000940	05/11/2020	AUDIT SVC-SALES TAX	\$14,848.82
73616	05/28/2020		HOME DEPOT CREDIT SERVICES	\$976.89
	Invoice	Date	Description	Amount
	1903896	05/06/2020	MINI FRIDGE FOR EL ENCANTO-COVID19	\$192.87
	2904678	05/05/2020	MINI FRIDGE (4) FOR EL ENCANTO-COVID19	\$784.02
73617	05/28/2020		IDS GROUP, INC.	\$127,617.80
	Invoice	Date	Description	Amount
	19X002.11-1	04/27/2020	SITE ANALYSIS-EXPO AVALON ROOM	\$127,617.80
73618	05/28/2020		INDEPENDENT ROOFING	\$1,815.00
	Invoice	Date	Description	Amount
	0074096	04/30/2020	ROOF INSPECTION-CITY HALL	\$1,815.00
73619	05/28/2020		INDUSTRY SECURITY SERVICES	\$20,181.71

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CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	14-24630	05/08/2020	SECURITY SVC-VARIOUS CITY SITES	\$10,094.04
	14-24642	05/15/2020	SECURITY SVC-VARIOUS CITY SITES	\$10,087.67
73620	05/28/2020		INDUSTRY SECURITY SERVICES	\$29,153.51
	Invoice	Date	Description	Amount
	14-24626	05/08/2020	SECURITY SVC 5/1-5/7/20	\$14,570.38
	14-24638	05/15/2020	SECURITY SVC 5/8-5/14/20	\$14,583.13
73621	05/28/2020		INDUSTRY TIRE SERVICE	\$1,616.93
	Invoice	Date	Description	Amount
	294687	05/08/2020	REPLACE TIRE-TRAILER LIC 324821	\$168.32
	294612	05/04/2020	REPLACE TIRE-SKIP LOADER EC32	\$579.53
	294559	04/30/2020	REPLACE TIRE-LIC 1282846	\$844.08
	294685	05/08/2020	REPAIR TIRE-LIC 1429333	\$25.00
73622	05/28/2020		IRRI-CARE PLUMBING & BACKFLOW	\$120.00
	Invoice	Date	Description	Amount
	11031	05/06/2020	BACKFLOW TESI-LA PUENTE LIFT	\$120.00
73623	05/28/2020		JANUS PEST MANAGEMENT	\$1,125.00
	Invoice	Date	Description	Amount
	222771	04/03/2020	BEE REMOVAL-HOMESTEAD	\$265.00
	223771	04/29/2020	BEE REMOVAL-HOMESTEAD	\$125.00
	222848	04/28/2020	BEE REMOVAL-HOMESTEAD	\$245.00
	222844	04/27/2020	BEE REMOVAL-HOMESTEAD	\$265.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	222815	04/16/2020	BEE REMOVAL-HOMESTEAD	\$225.00
73624	05/28/2020		JMDiaz, Inc.	\$2,060.00
	Invoice	Date	Description	Amount
	041 (20-069)	04/30/2020	STAFF AUGMENTATION-APR 2020	\$2,060.00
73625	05/28/2020		KLINE'S PLUMBING, INC.	\$275.00
	Invoice	Date	Description	Amount
	11404	05/05/2020	REPLACE FAUCET-15559 RAUSCH RD	\$275.00
73626	05/28/2020		L A COUNTY DEPT OF PUBLIC	\$22,175.43
	Invoice	Date	Description	Amount
	IN200000811	05/04/2020	ACCIDENT-BOUQUET CYN @ LOWES PLAZA DR	\$717.15
	IN200000813	05/04/2020	ACCIDENT-NEWHALL AVE @ RAILROAD AVE	\$6,251.42
	IN200000814	05/04/2020	ACCIDENT-GOLDEN VALLEY RD @ VIA PRINCESSA	\$6,986.86
	IN200000815	05/04/2020	ACCIDENT-HACIENDA BLVD @ VALLEY BLVD	\$1,184.37
	IN200000818	05/04/2020	ACCIDENT-MARKET ST @ RAILROAD AVE	\$957.76
	IN200000821	05/04/2020	ACCIDENT-DON JULIAN RD @ HACIENDA BLVD	\$1,897.65
	IN200000822	05/04/2020	ACCIDENT-GALE AVE @ STONER CREEK RD	\$1,997.03
	IN200000833	05/04/2020	ACCIDENT-COPPER HILL DR @ WEST HILLS DR	\$1,295.19
	IN200000886	05/04/2020	ACCIDENT-TEMPLE AVE @ VINELAND AVE	\$888.00
73627	05/28/2020		L A COUNTY SHERIFF'S	\$69,624.30
	Invoice	Date	Description	Amount
	203404AL	05/01/2020	SPECIAL EVENT-DIRECTED PATROL	\$69,624.30

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73628	05/28/2020		LOS ANGELES ENGINEERING, INC.	\$163,590.00
	Invoice	Date	Description	Amount
	#1GGS-0387-1	05/01/2020	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	\$172,200.00
73629	05/28/2020		BANNER BANK	\$8,610.00
	Invoice	Date	Description	Amount
	#1GGS-0387-1-R	05/01/2020	RETENTION-GRAND AVE/GOLDEN SPRINGS DR	\$8,610.00
73630	05/28/2020		LOS ANGELES TIMES	\$114.81
	Invoice	Date	Description	Amount
	10007093243-E	04/24/2020	SUBSCRIPTION THRU 7/24/20-CITY HALL	\$114.81
73631	05/28/2020		LOS ANGELES TIMES MEDIA GROUP	\$444.00
	Invoice	Date	Description	Amount
	017360350	04/30/2020	ADVERTISING VIRTUAL OFFERINGS-HOMESTEAD	\$444.00
73632	05/28/2020		LUBE PIT STOP	\$194.05
	Invoice	Date	Description	Amount
	247935	05/04/2020	AUTO MAINT-LIC 1429333	\$53.10
	247934	05/04/2020	AUTO MAINT-LIC 1429348	\$47.53
	247242	04/13/2020	AUTO MAINT-LIC 1282846	\$47.53
	247513	04/21/2020	AUTO MAINT-LIC 1282848	\$45.89
73633	05/28/2020		MBF CONSULTING, INC.	\$12,112.50
	Invoice	Date	Description	Amount
	1600-1373	05/04/2020	PROF SVC-WATERLINE IMPROVEMENTS	\$12,112.50

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May 28, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73634	05/28/2020		MERRITT'S ACE HARDWARE	\$230.99
	Invoice	Date	Description	Amount
	117415	04/07/2020	WATER DISPENSER-HOMESTEAD	\$230.99
73635	05/28/2020		MUNI-ENVIRONMENTAL, LLC	\$44,237.51
	Invoice	Date	Description	Amount
	20-016	05/06/2020	COMMERCIAL WASTE PROGRAM	\$44,237.51
73636	05/28/2020		NHA ADVISORS, LLC	\$2,500.00
	Invoice	Date	Description	Amount
	00337	05/14/2020	FINANCIAL ADVISOR-2015A BONDS	\$2,500.00
73637	05/28/2020		OWEN GROUP LIMITED	\$17,815.00
	Invoice	Date	Description	Amount
	5802	04/27/2020	ADA EVALUATION-TRANSITION PLAN	\$17,815.00
73638	05/28/2020		PACIFIC UTILITY INSTALLATION	\$18,958.00
	Invoice	Date	Description	Amount
	21552	05/05/2020	CITY'S STREETLIGHT PROGRAM	\$11,152.00
	21551	04/30/2020	CITY'S STREETLIGHT PROGRAM	\$7,806.00
73639	05/28/2020		PARS	\$600.00
	Invoice	Date	Description	Amount
	45495	05/12/2020	ARS FEES-MAR 2020	\$300.00
	45402	05/11/2020	REP FEES-MAR 2020	\$300.00

**CITY OF INDUSTRY
WELLS FARGO BANK
May 28, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73640	05/28/2020		PATHAK, YAMINI	\$1,062.03
	Invoice	Date	Description	Amount
	5/20/20	05/20/2020	REIMBURSMENT FOR MICROSOFT SERVICE FOR	\$1,062.03
73641	05/28/2020		PLACEWORKS	\$11,487.58
	Invoice	Date	Description	Amount
	71825	03/31/2020	CEQA FOR NEW BLDG-13055 TEMPLE AVE	\$6,464.25
	71984	04/30/2020	GRAND AVE WIDENING	\$5,023.33
73642	05/28/2020		POST ALARM SYSTEMS	\$304.38
	Invoice	Date	Description	Amount
	1271297	05/05/2020	MONITORING SVC-HOMESTEAD	\$304.38
73643	05/28/2020		PRINCE GLOBAL SOLUTIONS, LLC	\$5,000.00
	Invoice	Date	Description	Amount
	014	05/08/2020	FEDERAL ADVOCACY-APR 2020	\$5,000.00
73644	05/28/2020		R.F. DICKSON CO., INC.	\$18,901.65
	Invoice	Date	Description	Amount
	2510249	04/30/2020	STREET AND PARKING LOT SWEEPING-APR 2020	\$18,901.65
73645	05/28/2020		RICOH USA, INC.	\$169.91
	Invoice	Date	Description	Amount
	5059557666	05/08/2020	METER READING-VARIOUS COPIERS	\$169.91

**CITY OF INDUSTRY
WELLS FARGO BANK
May 28, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73646	05/28/2020		SAN GABRIEL VALLEY NEWSPAPER	\$2,422.00
	Invoice	Date	Description	Amount
	0011380885	04/27/2020	NOTICE OF SPECIAL ELECTION	\$350.00
	0011375289	04/01/2020	NOTICE INVITING BIDS-EXPO PARKING LOT	\$2,072.00
73647	05/28/2020		SAN GABRIEL VALLEY NEWSPAPER	\$1,165.20
	Invoice	Date	Description	Amount
	0000480608	04/30/2020	MONTHLY ADVERTISING-HOMESTEAD	\$1,165.20
73648	05/28/2020		SAN GABRIEL VALLEY TRIBUNE	\$277.95
	Invoice	Date	Description	Amount
	901870401	04/30/2020	ANNUAL SUBSCRIPTION	\$277.95
73649	05/28/2020		SC FUELS	\$30,655.34
	Invoice	Date	Description	Amount
	4303196	05/15/2020	DIESEL FUEL-INDUSTRY HILLS PUMPS	\$13,388.58
	4303195	05/15/2020	REGULAR FUEL-INDUSTRY HILLS PUMPS	\$17,266.76
73650	05/28/2020		SCS FIELD SERVICES	\$15,189.00
	Invoice	Date	Description	Amount
	0377200	04/30/2020	INDUSTRY HILLS-LANDFILL GAS SYSTEM	\$15,189.00
73651	05/28/2020		SOUTHERN CALIFORNIA PUBLIC	\$4,000.00
	Invoice	Date	Description	Amount
	10167-00014-0000	04/26/2020	KPCC/KUOR NEWSLETTER-HOMESTEAD	\$800.00
	10167-00013-0000	04/26/2020	KPCC/KUOR CORP SPONSORSHIP-HOMESTEAD	\$3,200.00

**CITY OF INDUSTRY
WELLS FARGO BANK
May 28, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73652	05/28/2020		SPARKLETTS	\$29.95
	Invoice	Date	Description	Amount
	16916898 050820	05/08/2020	WATER DISPENSER RENTAL	\$29.95
73653	05/28/2020		STAPLES BUSINESS ADVANTAGE	\$552.57
	Invoice	Date	Description	Amount
	8058236531	04/25/2020	OFFICE SUPPLIES	\$830.59
	8058309599	05/02/2020	SUPPLIES RETURNED	(\$278.02)
73654	05/28/2020		SUPERIOR COURT OF CALIFORNIA,	\$7,125.00
	Invoice	Date	Description	Amount
	APRIL 2020	05/12/2020	PARING CITATIONS REPORT-APRIL 2020	\$7,125.00
73655	05/28/2020		SURETECK, INC.	\$1,718.86
	Invoice	Date	Description	Amount
	4-2020-395	05/08/2020	ON CALL MAINT-CITY HALL	\$1,718.86
73656	05/28/2020		TEMP AIR SYSTEM INC.	\$1,700.00
	Invoice	Date	Description	Amount
	600307	05/10/2020	INSTALL (2) METAL PIPES TO EXHAUST FANS-EL	\$1,700.00
73657	05/28/2020		THE BIG NORWEGIAN	\$10,096.30
	Invoice	Date	Description	Amount
	56072	05/13/2020	REPAIR WIRING-2005 CAT 312D	\$1,202.50
	56071	05/13/2020	REPAIR BRAKES-2000 JOHN DEERE	\$8,223.35

**CITY OF INDUSTRY
WELLS FARGO BANK
May 28, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	56065	05/06/2020	REPAIR-1975 CASE 480E LL SKIP	\$670.45
73658	05/28/2020		TPX COMMUNICATIONS	\$2,878.04
	Invoice	Date	Description	Amount
	129413685-0	04/30/2020	INTERNET SVC-CITY HALL	\$2,878.04
73659	05/28/2020		TURBO DATA SYSTEMS, INC	\$410.61
	Invoice	Date	Description	Amount
	32495	04/30/2020	CITATION PROCESSING-MAR/APR 2020	\$410.61
73660	05/28/2020		TYLER TECHNOLOGIES, INC.	\$875.00
	Invoice	Date	Description	Amount
	045-299578	04/13/2020	CUSTOM INTERFACE-VOIDED CASH CHECK	\$875.00
73661	05/28/2020		U.S. BANK	\$2,000.00
	Invoice	Date	Description	Amount
	5721393	04/24/2020	COI-ADMIN FEES FOR SALES TAX REV REF BOND	\$2,000.00
73662	05/28/2020		VANGUARD CLEANING SYSTEMS,	\$300.00
	Invoice	Date	Description	Amount
	84791	04/02/2020	JANITORIAL SVC-HOMESTEAD	\$300.00
73663	05/28/2020		WALTERS WHOLESALE ELECTRIC	\$1,375.43
	Invoice	Date	Description	Amount
	S115575704.001	05/13/2020	ELECTRICAL SUPPLIES-EXPO CENTER	\$413.89
	S115548433.001	05/08/2020	ELECTRICAL SUPPLIES-EXPO CENTER	\$546.42

**CITY OF INDUSTRY
WELLS FARGO BANK
May 28, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	S115549245.001	05/08/2020	ELECTRICAL SUPPLIES-EXPO CENTER	\$415.12
73664	05/28/2020		WELLS FARGO	\$4,849.00
	Invoice	Date	Description	Amount
	4/8-5/3/20	05/03/2020	CREDIT CARD EXPENSE PE 5/3/20	\$4,849.00
73665	05/28/2020		WEST COAST ARBORISTS, INC.	\$13,640.00
	Invoice	Date	Description	Amount
	1-5905	05/06/2020	PRUNE PALM TREES-GRAND AVE/BAKER ST	\$13,040.00
	1-5886	04/28/2020	EMERGENCY TREE SVC-POST OFFICE	\$600.00

Checks	Status	Count	Transaction Amount
	Total	93	\$1,470,432.56

CITY COUNCIL

ITEM NO. 5.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council
FROM: Troy Helling, City Manager *TH*
STAFF: Nathalie Vazquez, Assistant Planner II
Dina Lomeli, Associate Planner
DATE: May 28, 2020
SUBJECT: 2020 Fireworks Sales

Pursuant to Section 15.28.090.C. of the City of Industry's ("City") Municipal Code ("Code"), the City may issue 20 permits to nonprofit organizations, to sell safe and sane fireworks in the City. The City received applications from 16 eligible organizations, which are listed below. 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.

	Name of Applicant	Address
1.	A Place of Hope	16052 Amar Road
2.	Cory Lidle Foundation	17523 Colima Road
3.	Covina High School Football	151 South Hacienda Boulevard
4.	Kiwanis of Hacienda Heights	17150 Gale Avenue
5.	Knights of Columbus #5137	15301 East Gale Avenue
6.	Knights of Columbus, Msgr. Mulcahy Council 16438	17875 Colima Road
7.	La Puente HS Athletics	255 North Hacienda Boulevard
8.	Los Altos Quarterback Club	17000 Colima Road
9.	Lyle Olsen Foundation	15239 Gale Avenue
10.	Northview HS Baseball Boosters	18217 Gale Avenue
11.	Rowland HS Raider Huddle Club	18009 Gale Avenue
12.	San Gabriel Valley YMCA	21330 Valley Boulevard
13.	Shining Light Ministries	16107 Gale Avenue
14.	The California Alliance For Family Justice	19782 East Walnut Drive
15.	The Jennifer Lenihan Memorial Scholarship Foundation	123 North Azusa Avenue
16.	Wilson High School Athletic Boosters	210 South Hacienda Boulevard

Furthermore, in accordance with Section 15.28.090.A. of the Code, the City Council may impose reasonable conditions and restrictions on the sale of fireworks in the City. Due to the COVID-19 pandemic, additional conditions are attached (Attachment 1) to ensure compliance with all State of California and County of Los Angeles Public Health Orders.

Given that the City received 16 applications, Staff is recommending that permits be approved for all applicants, subject to the City's conditions of approval.

Staff Recommendation:

Staff recommends that the City Council approve the issuance of permits to the 16 non-profit organizations that submitted applications to sell safe and sane fireworks in the City, subject to the conditions of approval set forth in Attachment 1.

Attachments:

1. Conditions of Approval

Attachment 1

2020 Firework Sales – Conditions of Approval



CITY OF INDUSTRY

Conditions of Approval for 2020 Firework Sales

Application: 2020 Fireworks Sales

Applicants: A Place of Hope, Cory Lidle Foundation, Covina High School Football Kiwanis of Hacienda Heights, Knights of Columbus #5137, Knights of Columbus, Msgr. Mulcahy Council 16438, La Puente HS Athletics, Los Altos Quarterback Club, Lyle Olsen Foundation, Northview HS Baseball Boosters, Rowland HS Raider Huddle Club, San Gabriel Valley YMCA, Shining Light Ministries, The California Alliance For Family Justice, The Jennifer Lenihan Memorial Scholarship Foundation, Wilson HS Athletic Boosters

Conditions of Approval

1. The City reserves the right to withdraw approval of all fireworks permits in the event that such businesses are prohibited from operating under any Executive Order issued by the State of California ("State"), any Order of the Health Officer of the County of Los Angeles ("County"), or any other orders of the City or any other applicable governmental entity.
2. Prior to the June 28th sale date, Applicants shall verify with the City that Firework sales are permitted.
3. Applicants shall comply with all State and County orders pertaining to COVID-19, with respect to the sale of fireworks, including but not limited to, social distancing requirements.
4. Applicants shall provide City Staff with a Social Distancing Safety Guide that complies with the County and State orders, no later than June 22, 2020.

CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer
Upendra Joshi, Senior Project Manager, CNC Engineering *UJ*

DATE: May 28, 2020

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with Biggs Cardosa Associates, Inc. for Consulting Services for the repainting of the Azusa Avenue Bridge over Valley Boulevard Project, revising the rate schedule and increasing compensation by \$25,804.00 for a total Agreement amount not-to-exceed \$425,197.00 (MP 10-08 #6)

Background:

The Azusa Avenue Bridge is a stringer/girder concrete bridge that was constructed in 1967, with six lanes that is approximately 98 feet wide and 740 feet in length. The bridge currently has paint which contains an amount of lead over 9.9 (mg/cm²), which is over the action level of 1.5 (mg/cm²), requiring all removal to be performed in an abatement/containment environment. A permit from the Union Pacific Railroad ("UPRR") is required to complete any work over the railroad tracks. Railroad flagmen are required when the painting activities are performed over the tracks.

In June 2013, the City was awarded a federal grant from the Federal Highway Administration ("FHWA") for the repainting of the Azusa Avenue Bridge through the Local Highway Bridge Program, administered by the Local Assistance Division of Caltrans District 7. These federal grant funds have been utilized to pay for preliminary engineering and construction activities. The estimated cost of the project is \$10,153,530. Of that total, \$8,988,920 is funded through the federal funds. The remaining balance is funded by the City.

Federal law and regulations were followed to select the consulting firm for this project. The selection panel determined that Biggs Cardosa Associates, Inc. ("BCA") was qualified to provide the specialized services for this project. On December 10, 2015, the City Council approved a Professional Services Agreement ("Agreement") with BCA. BCA has provided professional civil engineering services for the repainting of the Azusa Avenue Bridge over Valley Boulevard in an amount of \$399,393, of which \$274,997 will

be paid from the federal fund the remaining amount of \$124,396 will be funded by the City.

On April 25, 2019, the City Council approved Amendment No. 1 to the Agreement which extended the term through September 30, 2021 to provide additional scope of services that included providing construction support, assisting in bid support tasks and the procurement and evaluation of bids. Due to the additional scope and term extension, the compensation was increased by \$88,768.00.

Discussion:

There have been delays in the right-of-way certification document requirements with Caltrans which required additional time on BCA's coordination efforts. Additionally, extra time was required on UPRR coordination that led to updating the design and specifications for the project that reference the latest Caltrans standards. Therefore, Amendment No. 2 is necessary to provide an increase in compensation to complete the final PS&E design services in an amount of \$25,804.00 for a total Agreement not-to-exceed amount of \$425,197.00. Additionally, a revised rate schedule to reflect BCA's current rates is included in this Amendment.

Fiscal Impact:

This fiscal impact associated with Amendment No. 2 is \$25,804.00. An appropriation of \$25,804.00 is requested from the City General Fund Reserves to City Capital Improvements-Bridges and Culverts-Planning, Survey and Design (Account No. 120-705-5130).

Recommendations:

- 1.) Approve Amendment No. 2 to the Professional Services Agreement with Biggs Cardosa Associates, Inc.; and
- 2.) Appropriate \$25,804.00 from the City General Fund Reserves to City Capital Improvements-Bridges and Culverts-Planning, Survey and Design (Account No. 120-705-5130).

Exhibit:

- A. Amendment No. 2 to the Professional Services Agreement with Biggs Cardosa Associates, Inc., dated May 28, 2020

TH/JN/UJ:as

EXHIBIT A

Amendment No. 2 to the Professional Services Agreement with Biggs Cardosa
Associates, Inc., dated May 28, 2020

[Attached]

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT WITH
BIGGS CARDOSA ASSOCIATES INC.**

This Amendment No. 2 to the Professional Services Agreement (“Agreement”) is made and entered into this 28th day of May 2020, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Biggs Cardosa Associates, Inc. a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about December 10, 2015, the Agreement was entered into and executed between the City and Consultant for the repainting of the Azusa Avenue Bridge over Valley Boulevard; and

WHEREAS, on or about April 25, 2019, Amendment No. 1 was approved to extend the term of the Agreement through September 30, 2021, and to allow for additional services that include providing construction support services, assisting in bid support tasks and the procurement and evaluation of bids, thereby increasing compensation by \$88,768.00 for a total amount not-to-exceed \$399,393.00; and

WHEREAS, additional time is required to complete the work related to Caltran’s right-of-way requirements, and Union Pacific Railroad coordination, requiring design plan and specification updates to meet Caltran’s latest standards, therefore the Parties desire to amend the Agreement to increase compensation to complete the aforementioned tasks, amend the Rate Schedule in its entirety to reflect the Consultant’s current rates, increase total compensation under the Agreement, and change the address of the City Attorney’s office; and

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

AMENDMENT

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

Section 7. Payment

The second sentence of Section 7(a) is hereby amended to read in its entirety as follows:

This amount shall not exceed Four Hundred Twenty-Five Thousand One Hundred Ninety-Seven dollars (\$425,197.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Section 28. Notices

Section 28 is hereby revised to reflect the current address of the City Attorney's office:

With a copy to:
James M. Casso, General Counsel
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746

Exhibit B, Rate Schedule

The Rate Schedule is hereby rescinded in its entirety and replaced with the rates set forth in Attachment 1, attached hereto, and incorporated herein by reference.

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

“CITY”
City of Industry

“CONSULTANT”
Biggs Cardosa Associates, Inc.

By: _____
Troy Helling, City Manager

By: _____
Michael Thomas, Principal

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 1

EXHIBIT B

Rate Schedule

Classification	Hourly Rate (10/1/19-9/30/20)	Hourly Rate (10/1/20-9/30/21)
Principal	\$240 - \$300	\$252 - \$315
Associate	\$220	\$231
Engineering Manager	\$192	\$202
Senior Engineer	\$172	\$181
Project Engineer	\$158	\$166
Staff Engineer	\$145	\$152
Assistant Engineer	\$132	\$139
Junior Engineer	\$122	\$128
Senior Computer Drafter	\$138	\$145
Computer Drafter	\$122	\$128
Junior Computer Drafter	\$110	\$116
BIM/Visualization Specialist	\$138	\$145
Project Administrator	\$155	\$163
Project Coordinator	\$128	\$134
Secretarial Services	\$100	\$105
Construction Manager	\$230	\$242
Senior Structural Representative	\$200	\$210
Structural Representative	\$180	\$189
Assistant Structures Representative	\$144	\$151
Senior Bridge Inspector	\$180	\$189

**EXHIBIT A TO AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT WITH BIGGS CARDOSA ASSOCIATES,
INC. DATED DECEMBER 10, 2015**

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of December 10, 2015 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Biggs Cardosa Associates, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than November 30, 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. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the City. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Scope of Services, without prior written approval by the City.

(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 engineering consulting services, serving a municipal agency.

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

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

3. FEDERAL CONFLICTS OF INTEREST PROVISIONS

(a) Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

(c) Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement, shall contain all of the provisions of this Section.

(d) Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

4. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

(a) Consultant certifies to the best of its knowledge and belief that:

1. No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative contract.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative contract; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

(c) Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000.00, and that all such sub recipients shall certify and disclose accordingly.

5. CONSULTANT'S REPORTS/MEETINGS

(a) Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the City to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

(b) Consultant's Project Manager shall meet with the City, as needed to discuss progress on the project.

6. MANAGEMENT

The City Manager or his designee 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.

7. PAYMENT

(a) The City agrees to pay Consultant progress payments, monthly in arrears based on services provided and allowable incurred costs, 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 Three Hundred Ten Thousand Six Hundred Twenty-Five Dollars (\$310,625.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement. The use of subcontractors shall not be considered a reimbursable expense, and such costs shall be applied towards the approved budget amount.

(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 Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 10.

8. RETENTION OF FUNDS

(a) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

(b) No retainage will be withheld by the City from progress payments due Consultant. Retainage by Consultant or subcontractors is prohibited, and no retainage will be held by Consultant from progress due subcontractors. Any violation of this provision shall subject the violating Consultant or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual,

administrative, or judicial remedies otherwise available to Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by Consultant or deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Consultant and subcontractors.

9. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

(a) Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

(b) Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments.

(c) Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

(d) All subcontracts in excess of Twenty-Five Thousand Dollars (\$25,000.00) shall contain the above provisions.

10. 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.

11. OWNERSHIP OF DOCUMENTS/RETENTION OF RECORDS/AUDIT

(a) For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All Parties shall make such materials available at their respective offices at all reasonable times during the Term of

the Agreement and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) shall contain this provision.

(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.

12. 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.

13. 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.

14. 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.

15. 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.

16. AUDIT REVIEW PROCEDURES

(a) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by the Agreement, shall be reviewed by City's Finance Director.

(b) Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Finance Director of unresolved audit issues. The request for review will be submitted in writing.

(c) Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

(d) Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, Rate Schedule and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by the City to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by the City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

17. SUBCONTRACTING

(a) Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant.

(b) Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to Consultant.

(c) Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the City, except that, which is expressly identified in the approved Rate Schedule.

(d) Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by City.

(e) Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

(f) Any substitution of subconsultant(s) must be approved in writing by the City prior to the start of work by the subconsultant(s).

18. EQUIPMENT PURCHASE

(a) Prior authorization in writing, by the City shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000.00) for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

(b) For purchase of any item, service or consulting work not covered in the Scope of Work, and exceeding Five Thousand Dollars (\$5,000.00) prior authorization by the City; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

(c) Any equipment purchased as a result of this Agreement is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit the City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit the City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City."

(d) All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) shall contain the above provisions.

19. STATE PREVAILING WAGE RATES

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1775, and all federal, state, and local laws and ordinances applicable to the work.

(b) Any subcontract entered into as a result of this Agreement if for more than Twenty Five Thousand Dollars (\$25,000.00) for public works construction or more than Fifteen Thousand Dollars (\$15,000.00) for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

20. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

21. CONTINGENT FEE

Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon a contract or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, the City has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

22. STATEMENT OF COMPLIANCE

(a) Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

(b) During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry,

religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.

(c) Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

(d) Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

23. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

(a) This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

(b) The goal for DBE participation for this Agreement is **7.82%**. Participation by DBE Consultants or subconsultants shall be in accordance with information contained in C Consultant's Proposal DBE Commitment (Exhibit 10-O1), or in Consultant's Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, Consultants must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

(c) DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Consultants or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultants shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

(d) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

(e) A DBE firm may be terminated only with prior written approval from City and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting City's consent for the termination, Consultants must meet the procedural requirements specified in 49 CFR 26.53(f).

(f) A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

(g) A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

(h) If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

(i) Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultant shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

(j) Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by Consultants or Consultant's authorized representative and shall be furnished to the City with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the City.

(k) If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to City within 30 days.

24. DEBARMENT AND SUSPENSION CERTIFICATION

(a) Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

(c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

25. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

26. 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.

27. 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.

28. 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

P.O. Box 4131
West Covina, CA 91791

To Consultant: Michael Thomas, SE
Principal
Biggs Cardosa Associates, Inc.
500 S. Main Street, Suite 400
Orange, CA 92868

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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"
Biggs Cardoso Associates, Inc.

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

By: Michael Thomas
Michael Thomas, Principal

Attest:

By: Diane M. Schlichting
Diane M. Schlichting, Acting 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

EXHIBIT A

SCOPE OF SERVICES

Preparation of plans, specifications and cost estimates (PS&E) for the removal of lead based paint and recoating of the Azusa Avenue Bridge over Chestnut Street, San Jose Flood Control Channel, Union Pacific Railroad (UPRR) and Valley Blvd. (State Bridge No. 53C0289). The work includes the preparation of an environmental compliance report, environmental assessments, preparation and processing of all permits, technical assistance with Caltrans compliance management and support during the bidding and repainting contract phases.

TASK 1 PROJECT MANAGEMENT AND CALTRANS CONTRACT MANAGEMENT ASSISTANCE

The Consultant shall perform activities necessary to plan, direct, and coordinate the work of the project team and provide progress reporting. The fee estimate provided in appendix A includes project management and administration tasks for preliminary and final design phases.

A. Project Administration / Budgeting / Cost Accounting

- Develop work plan and work breakdown structure
- Develop person-hour estimates
- Supervise, coordinate, and monitor design for conformance with City of Industry and Caltrans standards and policies
- Monitor and report Project Progress for adherence to schedule and budget (monthly)
- Prepare monthly progress reports
- Prepare accounting summary for internal review (weekly)
- Prepare invoice summary and billing status (monthly)
- Set up Filing System
- Make arrangements with and obtain permission from City for Consultant to work on the City road
- Assist the City in obtaining permission to enter private property for engineering services
- Employ and monitor work of subconsultants
- Close and archive the project records at the end of the project
- This proposal is based on an hourly rate (time + materials). A detailed hour breakdown is included in Exhibit B

B. Meetings / Agency Coordination

- Attend in-person progress meeting or provide teleconference call for progress review meetings. Assume that in-person meetings will

take place once per quarter, and teleconferences will place in all other months.

- Prepare meeting notes and distribute to all attendees
- Perform as-needed coordination with third party agencies

C. Highway Bridge Program (“HBP”) Local Program Compliance Support

- Assist the City with yearly HBP survey funding updates for this project
- Assist the City with preparation of certification requests required prior to requesting the federal Request for Funding Authorization (“RFA”) form for the issuance of a federal E-76 approval for the use of federal construction grant funds
- Assist the CITY with preparation of the required exhibits to request authorization for construction

D. Project Schedule

- Update the overall project schedule as required based on the progress of the project development.

E. Quality Assurance

Implement Biggs Cardosa Associates (“BCA”) quality control plan and quality control procedures during project studies and preparation of deliverables. The Quality Assurance (QA) program at Biggs Cardosa Associates employs a company-wide approach that establishes and oversees policies, procedures, standards and guidelines aimed at producing a superior level of quality on every project. Quality control is maintained by a parallel two-phase process on each individual project.

The first phase consists of a systematic review process prior to performing the preliminary engineering, where project manager sets up a detailed work plan and schedule of the work to be performed and continuously monitor progress of the project. The project manager is also responsible for supervising project engineers and staff engineers. Project engineers and staff engineers will perform the majority of the structural calculations and construction documents development, and will report to the project manager. All bid documents, calculations and reports will be reviewed by the project manager. The project manager is responsible to the client from initial contact through completion of the entire project.

The second phase of quality control is to have an independent check team lead by an engineering manager or higher (not involved in the original design engineering) provide an in-depth independent review of the design calculations, quantity estimate and construction documents. The independent check team will provide a senior review of all deliverables. Where different disciplines are involved, the independent check team will also perform cross-checking to avoid interdisciplinary conflict and misalignment.

F. Deliverables

- One copy of progress report (monthly)
- One copy of invoice summary (monthly)
- Required exhibits for HBP Local Program Compliance
- Updates to the project schedule as required
- Copies of meeting notes prepared by Consultant and distribution to all attendees

TASK 2 PRELIMINARY ENGINEERING

Consultant shall initiate the third party coordination (UPRR, regulatory agencies, etc), perform initial environmental studies, and include the preparation of 25% conceptual design.

A. Data Gathering and Existing Documentation Review

Gather and review all available as-built plans, inspection reports, previous hazardous material reports, and other documents. Perform field review to confirm the following:

- Verify compliance with as-built plans and note discrepancies
- Note potential work site assess points and equipment staging areas
- Measure and verify key dimensions
- Note all utilities supported on structure

B. Roadway Supplemental Survey / Base Mapping

- Perform aerial survey of the project site
- Develop base map to be used as the existing conditions map for project development
- Use High Definition Surveying to determine top of rail elevations without needing to gain access into the UPRR right-of-way
- Perform onsite topographic surveys

C. Third Party Preliminary Design Coordination

Initiate coordination with local agencies, UPRR, local flood control districts, utility companies, etc., to make them aware of the project and to obtain their interest and requirement for the project. Continue coordination efforts until all permitting, encroachment permits and third party approvals are granted

D. Preliminary Environmental Impact Assessment / Phase I Initial Site Assessment ("ISA")

Review existing project documentation to identify recognized environmental conditions at the site

- Perform a site reconnaissance for visual indications on the ground surface of hazardous materials or hazardous waste contamination

Deliverables:

- One electronic copy and up to three hard copies of the Phase I ISA

Preliminary Environmental Study ("PES") / Field Review

- Prepare draft PES form and submit to Caltrans for review
- Hold a field review meeting with Caltrans and the CITY to discuss the PES form and obtain approval of the PES form

Deliverables:

- One electronic copy and up to three hard copies of the PES Form; signed National Environmental Policy Act ("NEPA") Categorical Exclusion ("CE")

Preliminary Engineering (25% Planning Design)

- Prepare preliminary General Plan and Coordination Exhibits
- Prepare preliminary Construction Cost Estimate

Deliverables:

- 25% Level Plan Set Drawings and Coordination Exhibits (11"x17" Plots)
- 25% Level Construction Cost Estimate

TASK 3 ENVIRONMENTAL APPROVAL AND TECHNICAL STUDIES

A. CEQA Determination and Filing

B. Prepare CEQA CE determination and signed exemption form

- File Notice of Exemption with the LA County Clerk's office

The project is exempt from the provisions of California Environmental Quality Act (CEQA) under CEQA Section 15301 Class 1, Existing Facilities, which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project involves the regular painting of the Azusa bridge overcrossing to extend its functional life and will not alter or expand upon the basic function or operation of the overcrossing. As such, Categorical Exemption will be the appropriate level of CEQA documentation.

Deliverables:

- One electronic copy and up to three wet-signed copies of the CEQA Determination Form
- Complete Environmental Record

C.NEPA CE and Filing

Coordination with Caltrans such that Caltrans submits signed PES form to Federal Highway Administration ("FHWA") to obtain NEPA clearance. Caltrans does not require public scoping for NEPA CE projects, and it is not anticipated that any other public outreach activities will be required during the environmental process. No public outreach activities have been included in this scope of work.

Deliverables:

- One electronic copy and up to three signed copies of the NEPA CE Determination

D.Phase II Environmental Site Assessment (PSI) and Steel Bridge Paint Survey

Perform hazardous materials testing including asbestos containing materials survey and steel bridge paint survey on 10 bridge steel paint samples.

Deliverables:

- One electronic copy and up to three wet-signed copies of the final Phase II ESA and steel bridge paint survey

TASK 4 FINAL DESIGN ENGINEERING (PS&E SUBMITTALS)

Final design engineering will include roadway and bridge design and preparation of PS&E. The Consultant will perform the final design engineering services anticipating a round of comments to address from the local agencies and third party stakeholders on the 60% and 90% submittals. Because this project is funded with HBRRP funds, Caltrans review comments will be limited to funding oversight issues and not consist of a technical review.

A. Unchecked Design Submittal (60% Design)

Prepare unchecked Structural Plans

- Develop Drawing Control
- Develop General Plan and Title Sheet

Prepare Traffic Handling Plans

Prepare Median Demolition and Street Improvement Plans

Prepare Unchecked Quantities and Estimate

- Develop preliminary quantities
- Prepare preliminary engineer's estimate
-

Prepare Draft Specifications

- Establish pay item list
- Assemble and modify Caltrans "Standard Special Provisions"
- Prepare special provisions for non-standard items
- Coordinate interface specifications between Civil, Environmental, and Structures Specifications
- Coordinate with City and Los Angeles County regarding specific painting specifications to be incorporated
- Coordinate and finalize draft specifications

Deliverables:

- Three half-size sets of plans (Title sheet, civil, structural)
- Three sets of Draft Special Provisions
- Engineer's Estimate
-

B. Checked Design Submittal (90% Design)

Perform in-house Quality Control ("QC") check of 60% PS&E submittal by an independent design team

The independent design team performs the following:

- Reviews 60% level plans for completeness, consistency, constructability
- Performs QC check of cost estimate and quantity calculations
- Reviews 60% Draft Special Provisions

Address in-house QC check comments of 60% PS&E

Address local agency and 3rd party review comments to 60% PS&E submittal

Coordinate and finalize 90% PS&E submittal

Deliverables:

- Three half-size sets of plans (Title sheet, civil, structural)
- Three sets of Special Provisions
- Engineer's Estimate

C. Final Design Submittal (100% Design)

- Address local agency and third party review comments to 90% PS&E Submittal
- Prepare HBP exhibits for Request for Authorization (RFA) for E-76 for construction
- Coordinate and finalize 100% PS&E submittal

Deliverables:

- Three half-size sets of plans (Title sheet, civil, structural)
- Three sets of Special Provisions
- Engineer's Estimate
- All exhibits required for construction E-76 RFA

D. Bidding Assistance and Addressing Bid Inquiries

- The Consultant will assist the City as requested during bidding. The work may include answering questions, providing consultation and interpretation of the construction documents, and assisting the City in preparation of addenda to the PS&E during the advertisement period.

Deliverables:

- Responses to bid inquiries and preparation of addenda as required

TASK 5 CONSTRUCTION PERMITS (REGULATORY AND UPRR)

A. California Fish and Game Code 1602 Streambed Alteration Agreement

- Prepare a Section 1602 Streambed Alteration Notification package to CDFW because the project work will be performed over the San Jose Creek. Because the painting work would be conducted from outside of the San Jose Creek channel, a Clean Water Act (CWA) Section 404 Permit and CWA Section 401 Water Quality Certification, required for dredge and fill activities, would not be required. Because the painting work would be conducted from outside of the San Jose Creek channel, a Clean Water Act (CWA) Section 404 Permit and CWA Section 401 Water Quality Certification, required for dredge and fill activities, would not be required.

Deliverables:

- One electronic copy and up to three hard copies of the 1602 permit application package

B. UPRR Construction Encroachment Permit

Initial Coordination / Project Notification Permit

- Submit plans, specifications, and estimate package to the UPRR as a Draft 100% UPRR submittal for review and to obtain UPRR permit approval

Deliverables:

- Project Notification Letter
- Draft 100% UPRR Submittal and UPRR Encroachment Permit Application

TASK 6 CONSTRUCTION SUPPORT SERVICES

Construction support services will include reviewing contractor submittals, clarifying the contract documents, preparing change orders, and preparing record drawings.

A. Construction Support

The Consultant will assist the CITY as requested during construction to:

- Attend the Pre-Construction Meeting
- Respond to Requests for Information (RFI's)
- Review shop drawings
- Review material submittals
- Develop and issue Contract Change Orders' ("CCO")
- Develop record drawings

- Responding to RFIs and developing associated contract change orders to clarify the contract documents is included in this scope of work. Responding to RFIs and developing associated change orders to address alternative construction methods, unforeseen field conditions, etc. is not included in this scope of work.
- It is anticipated that the City will retain a qualified Construction Management ("CM") firm to handle the project construction. Biggs Cardosa Associates ("BCA") will perform the review of all structural shop drawings and structural submittals required by the project specifications and the Caltrans Standard Specifications that are design related (suspended scaffolding, etc.) Field level submittals that do not affect the design of the project will be reviewed by the project Resident Engineer or Structures Representative retained by the City during construction.

Deliverables:

- Response to RFI's
- Stamped shop drawing and material submittals
- CCO's
- Record drawings

EXHIBIT B

RATE SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH.*

STAFF: Bing Hyun, Assistant City Manager *BH*
Josh Nelson, City Engineer *JN*

DATE: May 28, 2020

SUBJECT: Consideration of Amendment No. 3 to the Professional Services Agreement with The Technology Depot, Inc., for Information Technology Support Services, extending the term through June 30, 2021, and increasing compensation by \$317,760.00

Background:

On August 23, 2018, the City Council approved a Professional Services Agreement with The Technology Depot, Inc. ("TTD") for information technology ("IT") services, in an amount not to exceed \$185,000.00 through August 22, 2019. TTD has provided the City with IT services including, but not limited to support for telephones and desktops; data networking; audio, video and web conferencing; and response to IT requests for service.

Amendment No. 1 was approved on April 11, 2019 to augment the hours of IT, to include service Monday through Thursday for four hours each day, and a companion increase in compensation by \$70,000.00 to cover the cost of the additional services. Amendment No. 2 was approved on August 22, 2019, extending the term through June 30, 2020, and increasing compensation by \$185,000.00. Staff has been satisfied with the level of service provided by TTD and is requesting to continue using its services. Staff is working on a Request for Proposal ("RFP") for IT services, and the proposed amendment will give staff more time to complete the process. Initially, the intent was to issue an RFP prior to expiration of the contract. Due to the public health event, maintaining continuity and knowledge of the existing system is important, particularly since staff is working from home, relying heavily on the network and software. Staff is working on an RFP for IT services and the proposed amendment will provide more time to complete the process.

Discussion:

During the duration of its agreement, TTD has provided services to upgrade City equipment along with keeping the City updated on all technology services. In the upcoming fiscal year, the City anticipates an increase in hours to complete the necessary upgrades. Given the increased hours, compensation for the upcoming fiscal year has

been increased accordingly. These projects include rebuilding the network domain which will need an anticipated 100 billable hours to complete; setting up the backup services needed on all staff desktops and laptops ; reconfiguration of the Wi-Fi to increase by adding public and private networks; and providing afterhours support for any additional services that the City may require which are unforeseen (see Table 2 for a cost breakdown). This does not change the scope of services as these services still fall under the services that are included in the original agreement. Amendment No. 3 to the Professional Services Agreement extends the term through June 30, 2021 and adds \$317,760 to the compensation for a total contract amount not to exceed \$722,760. This amount also covers the cost of services provided for the months of May and June under the current agreement.

Table 1 – Summary of Agreement’s Costs

Professional Services Agreement	\$150,000
Amendment No. 1	\$70,000
Amendment No. 2	\$185,000
Amendment No. 3	\$317,760
Total	\$722,760

Table 2 – Amendment No. 3 Services

Onsite Network Administration (5.5 hours x 52 weeks x 4 days – Fiscal Year 20-21)	\$240,760
Network Domain Rebuild (Approximately 100 Hours)	\$18,500
WI-FI Reconfiguration	\$3,000
Setup for Backing up the PCs and Laptops	\$5,500
Afterhours Support (After 5PM or before 8AM) Estimate	\$15,000
Services for the month of May and June	\$35,000
Total	\$317,760

Fiscal Impact:

Appropriate \$317,760 to General Fund – Information Technology – Professional Services (Account No. 100-525-5120.01) for Amendment No. 3 to the Professional Services Agreement with The Technology Depot, Inc.

Recommendation:

- 1.) Staff recommends that the City Council approve Amendment No. 3 to the Professional Services Agreement with The Technology Depot, Inc., extending the term through June 30, 2021, and increasing compensation by \$317,760; and
- 2.) Appropriate \$317,760 to General Fund – Information Technology – Professional Services (Account No. 100-525-5120.01).

Exhibit:

- A. Amendment No. 3 to the Professional Services Agreement with The Technology Depot, Inc., dated May 28, 2020

EXHIBIT A

Amendment No. 3 to the Professional Services Agreement with
The Technology Depot Inc., dated May 28, 2020

[Attached]

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
WITH THE TECHNOLOGY DEPOT, INC.**

This Amendment No. 3 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 28th day of May, 2020, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and The Technology Depot, Inc., a Missouri Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about August 23, 2018, the City Council approved a Professional Services Agreement with the Consultant to provide information technology support services for the City; and

WHEREAS, on or about April 11, 2019, the City Council approved Amendment No. 1 increasing the number of hours for on-site information technology support services, with a companion increase in compensation by \$70,000.00; and

WHEREAS, on or about August 22, 2019, the City Council approved Amendment No. 2, extending the term of the Agreement through June 30, 2020, and a companion increase in compensation by \$185,000.00; and

WHEREAS, the Parties desire to amend the Agreement to extend the term to June 30, 2021, increase the compensation by \$317,760, and update the address of the City Attorney’s office; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 3, 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 shall remain in full force and effect except as otherwise hereinafter provided:

Section 1. TERM

The sentence of Section 1 is hereby amended to read in its entirety 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, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

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 Seven Hundred Twenty-Two Thousand Seven Hundred Sixty Dollars and Zero Cents (\$722,760.00) for the total Term of the Agreement unless additional

payment is approved as provided in this Agreement.

Section 14. NOTICES

Section 14 is hereby revised to reflect the current address of the City Attorney's office:

With a copy to:
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
James M. Casso, City Attorney

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to the Agreement as of the Effective Date.

"CITY"
City of Industry

"CONSULTANT"
The Technology Depot, Inc.

By: _____
Troy Helling, City Manager

By: _____
Brian Dean, President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney