

# CITY OF INDUSTRY

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CITY COUNCIL  
REGULAR MEETING AGENDA

DECEMBER 22, 2016  
9:00 AM



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Mayor Mark Radecki  
Mayor Pro Tem Cory Moss  
Council Member Abraham Cruz  
Council Member Roy Haber, III  
Council Member Newell Ruggles

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

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## **Addressing the City Council:**

- ▶ **Agenda Items:** *Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.*
- ▶ **Public Comments (Non-Agenda Items):** *Anyone wishing to address the City Council on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the City Council from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the City Council.*

## **Americans with Disabilities Act:**

- ▶ *In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.*

## **Agendas and other writings:**

- ▶ *In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*

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1. Call to Order
  2. Flag Salute
  3. Roll Call

4. Public Comments

5. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the City Council, the public, or staff request specific items be removed from the Consent Calendar for separate action.

5.1 Consideration of the Register of Demands for November 24, 2016.

*RECOMMENDED ACTION: Approve the Register of Demands and ratify the issuance of the checks.*

5.2 Consideration of the Register of Demands for December 22, 2016

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

6. **ACTION ITEMS**

6.1 Consideration of Resolution No. CC 2016-81 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CALLING FOR THE HOLDING OF AN ALL MAIL BALLOT ELECTION TO BE HELD ON JUNE 6, 2017, FOR THE ELECTION OF CERTAIN CITY COUNCIL MEMBERS, IN ACCORDANCE WITH THE PROVISIONS OF THE STATE LAW, THE CITY'S CHARTER AND THE CITY'S MUNICIPAL CODE.

*RECOMMENDED ACTION: Adopt Resolution No. CC 2016-81.*

6.2 Consideration of Resolution No. CC 2016-82 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, JUNE 6, 2017.

*RECOMMENDED ACTION: Adopt Resolution No. CC 2016-82.*

6.3 Consideration of an Ordinance adopting Title 33 of the Los Angeles County Existing Building Code, incorporating by reference the California Existing Building Code, with local amendments:

Consideration of Ordinance No. 799 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 33 OF

THE LOS ANGELES COUNTY EXISTING BUILDING CODE; INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME.

*RECOMMENDED ACTION: (1) Waive reading of Ordinance No. 799 and read by title only; (2) Introduce Ordinance No. 799 – An Ordinance of the City Council of the City of Industry Adopting by Reference, Pursuant to Government Code Section 50022.2, Title 33 of the Los Angeles County Existing Building Code; Incorporation by Reference the California Existing Building Code; and Adopting Local Amendments Thereto, Making Findings for Same; and (3) Set the date of January 12, 2017, to conduct a Public Hearing for the adoption of Ordinance No. 799.*

- 6.4 Consideration of Resolution No. CC 2016-83 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ACCEPTING DEDICATION OF RIGHT-OF-WAY AS SHOWN ON PARCEL MAP NO. 347, FOR THE PROPERTY LOCATED AT 825 AJAX AVENUE, CITY OF INDUSTRY, CALIFORNIA, FROM BP INDUSTRY AJAX, LLC.

*RECOMMENDED ACTION: Adopt Resolution No. CC 2016-83.*

- 6.5 Consideration of a Bailment Agreement with the County of Los Angeles for the use of vehicles by the Los Angeles County Sheriff's Department.

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.6 Consideration of a Funding Agreement between the City and Los Angeles County Metropolitan Authority for the Westbound Grand Avenue Off-Ramp to SR-60 Freeway Project.

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.7 Consideration of Amendment No. 2 to Professional Services Agreement for Michael Baker International, Inc., for Planning Support and Consulting Services in an amount of \$180,000.00 for a total Agreement amount not-to-exceed \$500,000.00, from February 23, 2016 to February 23, 2017.

*RECOMMENDED ACTION: Approve the Amendment.*

- 6.8 Consideration of the Request for Proposals for LED Lighting and T-Bar Ceiling Tile Replacement at the City Hall building located at 15625 East Stafford Street, and consideration of a Construction Services Agreement with Jeff J. Polich, Inc., dba All American Electric, in an amount not-to-exceed \$79,500.00.

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.9 Consideration of Change Order Nos. 1, 2, 3, and 4 submitted by Sully Miller Contracting Company for \$21,109.13 for additional work incurred due to unforeseen or different site conditions, items of work not identified in the contract specifications, nor the project plans, including reimbursement of permit fees in conjunction with Valley Boulevard Reconstruction with PCC Pavement from Turnbull Canyon Road to Hacienda Boulevard, Contract No. CITY-1421.

*RECOMMENDED ACTION: Approve the Change Orders.*

7. **PUBLIC HEARING**

- 7.1 Public Hearing to consider an Urgency Ordinance adopting Title 33 of the Los Angeles County Existing Building Code, incorporating by reference the California Existing Building Code, with local amendments.

Consideration of Urgency Ordinance No. 800 – AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE; INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME, AND DECLARING THE URGENCY THEREOF.

*RECOMMENDED ACTION: (1) Open the public hearing and take public testimony; (2) Close the public hearing; (3) Read Urgency Ordinance No. 800-U by title only; and (4) Adopt Urgency Ordinance No. 800-U.*

8. **CITY COUNCIL COMMITTEE REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

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

Property: Tres Hermanos Property - APN: 8701-021-271, 8701-022-270, and 8701-022-273 (Los Angeles

County), 1000-011-19, 1000-011-20, 1000-011-21,  
And 1000-011-22, 1000-021-13, 1000-021-14,  
1000-031-14, and 1000-031-15 (San Bernardino  
County)

City Negotiators: Paul J. Philips, City Manager and  
James M. Casso, City Attorney

Negotiating Party: Paul J. Philips, Executive Director  
James M. Casso, Agency Legal Counsel

Under Negotiation: Price and Terms of Payment

11.2 Conference with real property negotiators pursuant to Government Code  
Section 54956.8

Property: Larrache Land Company (Homes)  
APN: 8208-023-057

City Negotiators: Paul J. Philips, City Manager and  
James M. Casso, City Attorney

Negotiating Party: Larrache Land Company

Under Negotiation: Price and Terms of Payment

11.3 Conference with real property negotiators pursuant to Government Code  
Section 54956.8

Property: Larrache Land Company (Storage Yard)  
APN: 8208-023-052

City Negotiators: Paul J. Philips, City Manager and  
James M. Casso, City Attorney

Negotiating Party: Larrache Land Company

Under Negotiation: Price and Terms of Payment

12. Adjournment to Thursday, January 12, 2017 at 9:00 a.m.

*CITY COUNCIL*

ITEM NO. 5.1

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING OF NOVEMBER 24, 2016**

**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,831,679.96
120	CAPITAL IMPROVEMENT FUND	155,120.32
140	CITY DEBT SERVICE	475.00
161	IPUC - ELECTRIC	372,925.64
440	INDUSTRY PUBLIC FACILITY AUTHORITY	190.21
TOTAL ALL FUNDS		3,360,391.13

**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	72,306.33
REF	REFUSE - CKING ACCOUNT	1,230,127.86
WFBK	WELLS FARGO - CKING ACCOUNT	2,057,956.94
TOTAL ALL BANKS		3,360,391.13

**APPROVED PER CITY MANAGER**

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**CITY OF INDUSTRY  
BANK OF AMERICA  
November 24, 2016**

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

<b>1395</b>	11/04/2016		CITY OF INDUSTRY	\$44,492.08
	Invoice	Date	Description	Amount
	11/04/2016	11/04/2016	TRANSFER FUNDS-ELECTRIC	\$44,492.08
<b>1396</b>	11/04/2016		CITY OF INDUSTRY	\$17,814.25
	Invoice	Date	Description	Amount
	11/04/16-A	11/04/2016	REIMBURSE-CALPERS CONTRIBUTION	\$17,814.25

**CITYGEN.CHK - City General**

<b>24330</b>	11/04/2016		CIVIC RECREATIONAL INDUSTRIAL	\$10,000.00
	Invoice	Date	Description	Amount
	11/04/16	11/04/2016	TRANSFER FUNDS-CRIA A/P	\$10,000.00

**PARKCIT.CHK - Parking Citation Checking**

<b>580</b>	10/26/2016		TURBO DATA SYSTEMS, INC	(\$411.52)
	Invoice	Date	Description	Amount
	24877	10/26/2016	VOIDED-CK WAS LOST	(\$411.52)
<b>583</b>	10/26/2016		TURBO DATA SYSTEMS, INC	\$411.52
	Invoice	Date	Description	Amount
	24877-A	10/26/2016	CITATION PROCESSING-JUL/AUG 2016	\$411.52

Checks	Status	Count	Transaction Amount
	Total	5	\$72,306.33



**CITY OF INDUSTRY  
WELLS FARGO REFUSE  
November 24, 2016**

Check	Date		Payee Name	Check Amount
<b>REFUSE - Refuse Account</b>				
WT209	10/31/2016		CITY OF INDUSTRY DISPOSAL CO.	\$540,194.86
	Invoice	Date	Description	Amount
	2667826	10/31/2016	REFUSE SVC 10/01-10/24/16	\$540,194.86
WT210	11/08/2016		CITY OF INDUSTRY DISPOSAL CO.	\$660,486.44
	Invoice	Date	Description	Amount
	2690003	11/08/2016	REFUSE SVC 10/24-10/31/16	\$660,486.44
4254	11/04/2016		CITY OF INDUSTRY	\$241.10
	Invoice	Date	Description	Amount
	11/04/16	11/04/2016	REFUND-ACCOUNT #041153	\$241.10
4255	11/04/2016		YOGURTLAND	\$85.98
	Invoice	Date	Description	Amount
	11/04/16	11/04/2016	REFUND-ACCOUNT #103527	\$85.98
4256	11/04/2016		BEST FIT INTERNATIONAL	\$1,251.56
	Invoice	Date	Description	Amount
	11/04/16	11/04/2016	REFUND-ACCOUNT #004222	\$1,251.56
4257	11/04/2016		CITY OF INDUSTRY DISPOSAL CO.	\$4,622.24
	Invoice	Date	Description	Amount
	11/04/16	11/04/2016	REFUND-VVS ACCT #026398	\$4,622.24
4258	11/04/2016		K-TOPS MANUFACTURING, INC.	\$23,245.68
	Invoice	Date	Description	Amount
	11/04/16	11/04/2016	CONTRUCTION DEPOSIT REFUND-ACCT #086775	\$23,245.68

Checks	Status	Count	Transaction Amount
	Total	7	\$1,230,127.86

**CITY OF INDUSTRY  
WELLS FARGO VOIDED CHECK  
November 24, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
65090	11/10/2016	11/10/2016	INDUSTRY MANUFACTURERS	(\$86,222.70)
	Invoice	Date	Description	Amount
	SEPTEMBER 2016	10/14/2016	VOIDED-WAS REISSUED ON CK 65143	(\$86,222.70)

Check	Status	Count	Transaction Amount
	Total	1	(\$86,222.70)

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
65140	11/03/2016		CARTEGRAPH SYSTEMS, INC.	\$82,570.00
	Invoice	Date	Description	Amount
	SIN002098	08/30/2016	SOFTWARE SERVICE	\$51,450.00
	SIN002367	10/31/2016	SOFTWARE SERVICE	\$31,120.00
65141	11/03/2016		FIDELITY SECURITY LIFE	\$2,544.65
	Invoice	Date	Description	Amount
	3648502	10/01/2016	VISION PREMIUM-OCT 2016	\$1,310.10
	4009573	11/01/2016	VISION PREMIUM-NOV 2016	\$1,234.55
65142	11/07/2016		CHAD'S PROFESSIONAL CLEANING	\$1,400.00
	Invoice	Date	Description	Amount
	08/31/16	08/31/2016	CARPET CLEANING-CITY HILL	\$1,400.00
65143	11/07/2016		INDUSTRY MANUFACTURERS	\$86,222.70
	Invoice	Date	Description	Amount
	SEPTEMBER 2016-A	10/14/2016	EXPENSE REIMBURSEMENT FOR SEP 2016	\$86,222.70
65144	11/07/2016		SHELL ENERGY NORTH AMERICA-	\$83,616.00
	Invoice	Date	Description	Amount
	1702117	11/02/2016	WHOLESALE USE-OCT 2016	\$83,616.00
65145	11/07/2016		TELEPACIFIC COMMUNICATIONS	\$911.91
	Invoice	Date	Description	Amount
	83898457-0	10/31/2016	INTERNET SVC-HOMESTEAD	\$911.91
65146	11/09/2016		AT & T	\$286.16
	Invoice	Date	Description	Amount
	2017-00000459	10/17/2016	10/17-11/16/16 SVC - 17001 CARBON CYN RD-RADIO	\$146.84
	2017-00000460	10/17/2016	10/17-11/16/16 SVC - 15000 TONNER CYN-GUARD	\$139.32

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
65147	11/09/2016		AT & T	\$176.00
	Invoice	Date	Description	Amount
	5246483309	10/23/2016	09/19-10/18/16 SVC - 600 S BREA CYN	\$176.00
65148	11/09/2016		FRONTIER	\$369.67
	Invoice	Date	Description	Amount
	2017-00000485	10/22/2016	10/22-11/21/16 SVC - ELECTRIC MODEM	\$51.23
	2017-00000486	10/22/2016	10/22-11/21/16 SVC - GENERATOR SITE-TELEMETRY	\$53.94
	2017-00000487	10/25/2016	10/25-11/24/16 SVC - ELECTRIC MODEM	\$51.23
	2017-00000488	10/25/2016	10/25-11/24/16 SVC - ELECTRIC MODEM	\$62.24
	2017-00000489	10/28/2016	10/28-11/27/16 SVC - EM-179 S. GRAND	\$37.56
	2017-00000490	10/28/2016	10/28-11/27/16 SVC - ELECTRIC MODEM	\$51.23
	2017-00000491	10/28/2016	10/28-11/27/16 SVC - EM-21912 GARCIA LN-ALARM	\$62.24
65149	11/09/2016		GAS COMPANY, THE	\$121.50
	Invoice	Date	Description	Amount
	2017-00000461	10/24/2016	09/22-10/20/16 SVC - 15415 DON JULIAN RD	\$35.34
	2017-00000462	10/31/2016	09/29-10/27/16 SVC - 710 NOGALES ST	\$13.81
	1135HATCH-OCT16A	10/31/2016	09/29-10/27/16 SVC - 1135 HATCHER AVE	\$13.81
	2017-00000463	11/02/2016	10/03-10/31/16 SVC - 2700 CHINO HILLS PKWY	\$43.66
	2017-00000464	11/02/2016	10/03-10/31/16 SVC - 1 INDUSTRY HILLS PKWY	\$14.88
65150	11/09/2016		INDUSTRY PUBLIC UTILITY	\$13.55
	Invoice	Date	Description	Amount
	2017-00000465	10/14/2016	09/21-10/10/16 SVC - 370 GRAND AVE SOUTH	\$13.55
65151	11/09/2016		ROWLAND WATER DISTRICT	\$918.22
	Invoice	Date	Description	Amount
	2017-00000481	10/26/2016	09/19-10/17/16 SVC - 1100 AZUSA AVE	\$152.66
	2017-00000482	10/26/2016	09/20-10/18/16 SVC - 17217 & 17229 CHESTNUT - IRR	\$285.27
	2017-00000483	10/26/2016	09/20-10/18/16 SVC - AZUSA AVE (RC)	\$82.77

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	1123DHATCH-OCT16	10/26/2016	09/20-10/18/16 SVC - 1123D HATCHER ST	\$92.22
	2017-00000484	10/26/2016	09/20-10/18/16 SVC - 755 NOGALES (RC)	\$120.86
	1135HATCH-OCT16	10/26/2016	09/20-10/18/16 SVC - 1135 HATCHER ST	\$44.70
	1123CHATCH-OCT16	10/26/2016	09/20-10/18/16 SVC - 1123C HATCHER ST	\$139.74
<b>65152</b>	<b>11/09/2016</b>		<b>SAN GABRIEL VALLEY WATER CO.</b>	<b>\$9,826.40</b>
	Invoice	Date	Description	Amount
	2017-00000467	10/31/2016	09/27-10/28/16 SVC - PELLISSIER	\$350.14
	2017-00000468	10/31/2016	09/27-10/28/16 SVC - CROSSROADS PKWY STA 111-	\$670.40
	2017-00000469	10/31/2016	09/27-10/28/16 SVC - CROSSROADS PKWY STA 129-	\$1,124.03
	2017-00000470	10/31/2016	09/27-10/28/16 SVC - CROSSROADS PKWY NORTH	\$1,198.21
	2017-00000471	10/31/2016	09/27-10/28/16 SVC - CROSSROADS PKWY SOUTH	\$1,286.96
	2017-00000472	10/31/2016	09/27-10/28/16 SVC - CROSSROADS PKWY STA 103-	\$308.82
	2017-00000473	10/31/2016	09/27-10/28/16 SVC - CROSSROADS PKWY SOUTH	\$1,471.04
	2017-00000474	10/31/2016	09/27-10/28/16 SVC - PELLISSIER	\$663.83
	2017-00000475	10/31/2016	09/27-10/28/16 SVC - PECK/UNION PACIFIC BRIDGE	\$836.63
	2017-00000476	10/31/2016	09/27-10/28/16 SVC - S/E COR OF PELLISSIER	\$1,191.64
	2017-00000477	10/31/2016	09/27-10/28/16 SVC - PELLISSIER	\$522.48
	2017-00000478	10/31/2016	09/27-10/28/16 SVC - IRRIG SALT LAKE/SEVENTH	\$202.22
<b>65153</b>	<b>11/09/2016</b>		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$1,567.84</b>
	Invoice	Date	Description	Amount
	2017-00000493	10/26/2016	09/23-10/25/16 SVC - 17378 E GALE B	\$43.54
	2017-00000494	10/26/2016	09/23-10/25/16 SVC - 745 ANAHEIM PUENTE RD CP	\$63.96
	2017-00000495	10/26/2016	09/01-10/24/16 SVC - 600 S BREA CYN RD	\$105.81
	2017-00000496	10/27/2016	09/23-10/25/16 SVC - BREA CYN-VARIOUS SITES	\$510.42
	2017-00000497	10/28/2016	09/27-10/27/16 SVC - 137 N HUDSON AVE	\$302.44
	2017-00000498	10/29/2016	09/27-10/27/16 SVC - VARIOUS SITES	\$526.37
	2017-00000499	11/02/2016	10/01-11/01/16 SVC - 1 VALLEY/AZUSA	\$15.30
<b>65154</b>	<b>11/09/2016</b>		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$20.03</b>

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	2017-00000492	10/25/2016	09/22-10/24/16 SVC - 5010 ENGLISH RD	\$20.03
<b>65155</b>	11/09/2016		<b>SUBURBAN WATER SYSTEMS</b>	<b>\$2,974.39</b>
	Invoice	Date	Description	Amount
	180080523716	10/21/2016	09/23-10/21/16 SVC - 205 HUDSON AVE	\$51.16
	180011200770	10/25/2016	09/24-10/24/16 SVC - AZUSA & GEMINI	\$2,923.23
<b>65156</b>	11/09/2016		<b>VERIZON WIRELESS - LA</b>	<b>\$1,121.12</b>
	Invoice	Date	Description	Amount
	9774375731	10/26/2016	09/27-10/26/16 SVC - MOBILE BROADBAND	\$114.03
	9774375730	10/26/2016	09/27-10/26/16 SVC - VARIOUS WIRELESS	\$1,007.09
<b>65157</b>	11/14/2016		<b>FRONTIER</b>	<b>\$2,375.99</b>
	Invoice	Date	Description	Amount
	2017-00000514	09/28/2016	09/28-10/27/16 SVC - IH GOLF COURSE FUEL PUMP	\$144.99
	2017-00000515	10/28/2016	10/28-11/27/16 SVC - IH GOLF COURSE FUEL PUMP	\$145.00
	2017-00000516	11/01/2016	11/01-11/30/16 SVC - GENERATOR SITE-TELEMETRY	\$50.97
	2017-00000517	11/01/2016	11/01-11/30/16 SVC - GENERATOR SITE-TELEMETRY	\$53.66
	2017-00000518	11/01/2016	11/01-11/30/16 SVC - VARIOUS GENERATOR SITES	\$1,034.86
	2017-00000519	11/01/2016	11/01-11/30/16 SVC - CITY HALL FAXES	\$530.02
	2017-00000520	11/01/2016	11/01-11/30/16 SVC - VARIOUS SITES	\$316.60
	HATCHER-NOV16	11/01/2016	11/01-11/30/16 SVC - HATCHER WAREHOUSE	\$50.47
	2017-00000521	11/01/2016	11/01-11/30/16 SVC - TRES HERMANOS BARN	\$49.42
<b>65158</b>	11/14/2016		<b>GAS COMPANY, THE</b>	<b>\$147.43</b>
	Invoice	Date	Description	Amount
	2017-00000522	11/04/2016	10/03-11/01/16 SVC - 15651 STAFFORD ST	\$47.65
	2017-00000523	11/04/2016	10/05-11/02/16 SVC - 15633 RAUSCH RD	\$99.78
<b>65159</b>	11/14/2016		<b>ROWLAND WATER DISTRICT</b>	<b>\$1,483.65</b>

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	2017-00000524	10/26/2016	09/19-10/17/16 SVC - AZUSA AVE - CENTER	\$62.52
	2017-00000525	10/26/2016	09/19-10/17/16 SVC - AZUSA AVE 205597	\$118.95
	2017-00000526	10/26/2016	09/20-10/18/16 SVC - 930 AZUSA AVE	\$400.35
	2017-00000527	10/26/2016	09/20-10/18/16 SVC - 17401 VALLEY BLVD	\$444.90
	2017-00000528	10/26/2016	09/20-10/18/16 SVC - 18044 ROWLAND-LAWSON	\$163.50
	2017-00000529	10/26/2016	09/20-10/18/16 SVC - HURLEY ST & VALLEY	\$293.43
<b>65160</b>	11/14/2016		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$6,772.33</b>
	Invoice	Date	Description	Amount
	2017-00000530	11/02/2016	10/01-11/01/16 SVC - 600 BREA CYN RD	\$475.78
	2017-00000531	11/03/2016	10/03-11/02/16 SVC - 208 S WADDINGHAM WAY CP	\$114.18
	2017-00000532	11/03/2016	09/01-11/01/16 SVC - VARIOUS SITES-	\$3,790.58
	15660STAFF-NOV16	11/04/2016	09/27-10/27/16 SVC - 15660 STAFFORD ST	\$1,692.51
	2017-00000533	11/05/2016	10/01-11/01/16 SVC - NOGALES ST/SAN JOSE AVE	\$446.45
	1123AHATCH-NOV11	11/05/2016	10/05-11/04/16 SVC - 1123 HATCHER AVE STE A	\$252.83
<b>65161</b>	11/14/2016		<b>SUBURBAN WATER SYSTEMS</b>	<b>\$238.27</b>
	Invoice	Date	Description	Amount
	180080526220	11/02/2016	10/05-11/02/16 SVC - NE CNR VALLEY/STIMS	\$238.27
<b>65162</b>	11/15/2016		<b>D M V RENEWAL</b>	<b>\$120.00</b>
	Invoice	Date	Description	Amount
	11/03/16	11/03/2016	DUPLICATE REGISTRATION CARDS	\$120.00
<b>65163</b>	11/15/2016		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$3,717.62</b>
	Invoice	Date	Description	Amount
	2017-00000534	11/04/2016	10/03-11/02/16 SVC-15625 STAFFORD ST.	\$3,717.62
<b>65164</b>	11/24/2016		<b>ADVANCED DISCOVERY, INC.</b>	<b>\$2,189.42</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	B195228	10/31/2016	DOCUMENT MGMT SVC-LITIGATION	\$2,189.42
<b>65165</b>	11/24/2016		<b>ALL AMERICAN ELECTRIC</b>	<b>\$9,900.00</b>
	Invoice	Date	Description	Amount
	5647	10/24/2016	T-BAR AND WALL REPAIR-CITY HALL	\$9,900.00
<b>65166</b>	11/24/2016		<b>ALVAKA NETWORKS</b>	<b>\$17,975.17</b>
	Invoice	Date	Description	Amount
	157680	11/01/2016	NETWORK MAINT-HOMESTEAD	\$755.00
	157801NP	10/31/2016	TRIP CHARGE	\$220.00
	157684	11/01/2016	NETWORK MAINT-DEC 2016	\$6,620.00
	157711	11/01/2016	NETWORK MAINT-DEC 2016	\$6,540.17
	157799	10/31/2016	ADD'L HOURS FOR OCTOBER 2016	\$3,840.00
<b>65167</b>	11/24/2016		<b>APPLIED METERING</b>	<b>\$2,580.00</b>
	Invoice	Date	Description	Amount
	5574	10/31/2016	UTILITY OPERATIONS AND MAINT SVC	\$2,580.00
<b>65168</b>	11/24/2016		<b>ARDENT ENVIRONMENTAL GROUP,</b>	<b>\$730.00</b>
	Invoice	Date	Description	Amount
	102051	01/28/2016	ASBESTOS TESTING-205 HUDSON AVE	\$730.00
<b>65169</b>	11/24/2016		<b>ART DECO SOCIETY OF LOS</b>	<b>\$415.00</b>
	Invoice	Date	Description	Amount
	PPADSLA1	11/09/2016	FASHION SHOW-HOMESTEAD FESTIVAL	\$415.00
<b>65170</b>	11/24/2016		<b>ASSOC. OF PUBLIC TREASURERS</b>	<b>\$145.00</b>
	Invoice	Date	Description	Amount
	104559	08/01/2016	MEMEBERSHIP RENEWAL-P. TUCKER	\$145.00
<b>65171</b>	11/24/2016		<b>AT &amp; T</b>	<b>\$225.00</b>



**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	8961855295	11/01/2016	11/01-11/30/16 SVC - 600 S BREA CYN-TELECOM	\$225.00
<b>65172</b>	11/24/2016		<b>B AND T CATTLE</b>	<b>\$14,580.00</b>
	Invoice	Date	Description	Amount
	60	11/01/2016	MAINT SVC-NOV 2016	\$14,580.00
<b>65173</b>	11/24/2016		<b>BIGGS CARDOSA ASSOCIATES, INC.</b>	<b>\$24,359.31</b>
	Invoice	Date	Description	Amount
	70470	10/05/2016	REPAINTING OF AZUSA AVE BRIDGE	\$24,359.31
<b>65174</b>	11/24/2016		<b>BROWN RUDNICK, LLP</b>	<b>\$25,023.10</b>
	Invoice	Date	Description	Amount
	706338	11/01/2016	PROF SVC-OCT 2016	\$25,023.10
<b>65175</b>	11/24/2016		<b>BRYAN PRESS</b>	<b>\$190.21</b>
	Invoice	Date	Description	Amount
	0076014	10/28/2016	LETTERHEAD-IPFA	\$190.21
<b>65176</b>	11/24/2016		<b>CALIFORNIA MUNICIPAL</b>	<b>\$475.00</b>
	Invoice	Date	Description	Amount
	16103104	10/31/2016	OVERLAPPING DEBT STMT	\$475.00
<b>65177</b>	11/24/2016		<b>CITY OF INDUSTRY DISPOSAL CO.</b>	<b>\$2,380.37</b>
	Invoice	Date	Description	Amount
	2683257	10/31/2016	DISP SVC-3226 GILMAN RD	\$84.51
	2683258	10/31/2016	DISP SVC-16000 TEMPLE AVE	\$225.36
	2683259	10/31/2016	DISP SVC-14362 PROCTOR AVE	\$84.51
	2683260	10/31/2016	DISP SVC-15710 NELSON AVE	\$28.17
	2683261	10/31/2016	DISP SVC-15702 NELSON AVE	\$28.17
	2683262	10/31/2016	DISP SVC-507 TURNBULL CYN RD	\$56.34

CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
2683263	10/31/2016	DISP SVC-15730 NELSON AVE	\$28.17
2683264	10/31/2016	DISP SVC-15644 NELSON AVE	\$28.17
2683265	10/31/2016	DISP SVC-15626 NELSON AVE	\$28.17
2683266	10/31/2016	DISP SVC-629 GIANO AVE	\$56.34
2683267	10/31/2016	DISP SVC-754 S 5TH AVE	\$56.34
2683268	10/31/2016	DISP SVC-210 S 9TH AVE	\$56.34
2683269	10/31/2016	DISP SVC-16020 HILL ST	\$84.51
2683270	10/31/2016	DISP SVC-15736 NELSON AVE	\$28.17
2683271	10/31/2016	DISP SVC-15634 NELSON AVE	\$28.17
2683272	10/31/2016	DISP SVC-257 TURNBULL CYN RD	\$42.26
2683273	10/31/2016	DISP SVC-643 GIANO AVE	\$56.34
2683274	10/31/2016	DISP SVC-15151 PROCTOR AVE	\$84.51
2683275	10/31/2016	DISP SVC-15157 WALBROOK DR	\$28.17
2683276	10/31/2016	DISP SVC-16000 HILL ST	\$28.17
2683277	10/31/2016	DISP SVC-16010 HILL ST	\$56.34
2683278	10/31/2016	DISP SVC-16014 HILL ST	\$28.17
2683279	10/31/2016	DISP SVC-16229 BV HANDORF RD	\$28.17
2683280	10/31/2016	DISP SVC-16242 BV HARDORF RD	\$56.34
2683281	10/31/2016	DISP SVC-16220 BV HANDORF RD	\$84.51
2683282	10/31/2016	DISP SVC-16218 BV HANDORF RD	\$28.17
2683283	10/31/2016	DISP SVC-16217 BV HANDORF RD	\$56.34
2683284	10/31/2016	DISP SVC-16227 BV HANDORF RD	\$28.17
2683285	10/31/2016	DISP SVC-16238 BV HANDORF RD	\$28.17
2683286	10/31/2016	DISP SVC-16224 BV HANDORF RD	\$28.17
2683287	10/31/2016	DISP SVC-15714 NELSON AVE	\$28.17
2683288	10/31/2016	DISP SVC-15652 NELSON AVE	\$28.17
2683289	10/31/2016	DISP SVC-134 TURNBULL CYN RD	\$28.17
2683290	10/31/2016	DISP SVC-14063 PROCTOR AVE	\$84.51
2683291	10/31/2016	DISP SVC-22036 VALLEY BLVD	\$84.51
2683292	10/31/2016	DISP SVC-20137 E WALNUT DR	\$28.17
2683293	10/31/2016	DISP SVC-15722 NELSON AVE	\$28.17

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2683294	10/31/2016	DISP SVC-17229 CHESTNUT DR	\$84.51
	2683295	10/31/2016	DISP SVC-130 TURNBULL CYN RD	\$28.17
	2683296	10/31/2016	DISP SVC-132 TURNBULL CYN RD	\$28.17
	2683297	10/31/2016	DISP SVC-138 TURNBULL CYN RD	\$28.17
	2683298	10/31/2016	DISP SVC-15236 VALLEY BLVD	\$169.02
	2683299	10/31/2016	DISP SVC-16200 TEMPLE AVE	\$84.51
	2683300	10/31/2016	DISP SVC-14310 PROCTOR AVE	\$84.51
<b>65178</b>	11/24/2016		<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	<b>\$150,000.00</b>
	Invoice	Date	Description	Amount
	P/R 11/15/16	11/14/2016	REIMBURSE FOR PAYROLL 11/15/16	\$150,000.00
<b>65179</b>	11/24/2016		<b>CITY OF INDUSTRY-PETTY CASH</b>	<b>\$710.55</b>
	Invoice	Date	Description	Amount
	11/09/16	11/09/2016	REIMBURSE PETTY CASH	\$710.55
<b>65180</b>	11/24/2016		<b>CITY OF INDUSTRY-REFUSE</b>	<b>\$9,386.67</b>
	Invoice	Date	Description	Amount
	2687882	11/01/2016	DISP SVC-TRES HERMANOS	\$138.38
	2687879	11/01/2016	DISP SVC-TONNER CYN (MAINT YD)	\$698.00
	2687880	11/01/2016	DISP SVC-CITY HALL	\$299.47
	2688129-A	11/01/2016	DISP SVC-205 N. HUDSON	\$184.24
	2688129-B	11/01/2016	DISP SVC-841 7TH AVE	\$184.24
	2689208	10/31/2016	DISP SVC-1123 HATCHER	\$3,206.01
	2688449	11/01/2016	DISP SVC-CITY BUS STOPS	\$4,376.33
	2687881	11/01/2016	BOX RENTAL-TONNER CYN (CAMP COURAGE)	\$300.00
<b>65181</b>	11/24/2016		<b>CNC ENGINEERING</b>	<b>\$231,223.29</b>
	Invoice	Date	Description	Amount
	45524	11/10/2016	INDUSTRY 66KV ELEC FACILITY	\$1,034.82
	45525	11/10/2016	WALNUT DR SOUTH WIDENING	\$2,124.99

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016**

Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
45526	11/10/2016	VALLEY BLVD RECONSTRUCTION	\$15,527.17
45527	11/10/2016	CLARK AVE WIDENING	\$1,708.44
45528	11/10/2016	2016 CLEANOUT STORMWATER DEVICES	\$134.27
45529	11/10/2016	GENERAL ENGINEERING SVC-CIP	\$37,523.45
45530	11/10/2016	GENERAL ENGINEERING SVC-MAINT OF CITY	\$41,264.68
45531	11/10/2016	TONNER CYN PROPERTY	\$5,962.48
45532	11/10/2016	COLIMA RD WIDENING	\$124.73
45533	11/10/2016	PUENTE VALLEY OPERABLE UNIT	\$1,662.90
45534	11/10/2016	EXPO CENTER UPGRADES	\$332.58
45535	11/10/2016	PUENTE BASIN WATER MASTER ISSUES	\$261.75
45536	11/10/2016	TRES HERMANOS ENGINEERING	\$2,785.95
45537	11/10/2016	SAFETY UPGRADE AT VARIOUS RR CROSSINGS	\$498.87
45538	11/10/2016	CITY AERIALS AND PHOTOMAPPER SYSTEM	\$335.68
45539	11/10/2016	TRAFFIC SIGNAL AT DON JULIAN/SIXTH AVE	\$1,016.28
45540	11/10/2016	SAN JOSE AVE RECONSTRUCTION	\$15,709.53
45541	11/10/2016	1135 HATCHER AVE BLDG DEMOLITION/REDEV	\$134.27
45542	11/10/2016	TRAFFIC SIGNAL AT NELSON/SUNSET	\$166.29
45543	11/10/2016	PACIFIC PALMS LAUNDRY BLDG	\$2,014.05
45544	11/10/2016	PAINT EVALUATION OF FENCE ALONG TEMPLE	\$9,322.82
45545	11/10/2016	PACIFIC PLAMS REPAIRS TO PARKING LOT	\$172.47
45546	11/10/2016	HIGHWAY BRIDGE PROGRAM	\$1,268.81
45547	11/10/2016	HIGHWAY BRIDGE PROGRAM-2013 BRIDGE	\$415.73
45548	11/10/2016	FISCAL YEAR BUDGET	\$20,640.67
45549	11/10/2016	FOLLOW'S CAMP PROPERTY	\$517.41
45550	11/10/2016	VARIUOUS ASSIGNMENTS-SA TO IUDA	\$8,457.83
45551	11/10/2016	NEW CUL-DE-SAC EAST OF FAURE AVE	\$11,659.67
45552	11/10/2016	NELSON AVE/PUENTE AVE INTERSECTION	\$962.30
45553	11/10/2016	GATEWAY CITIES COUNCIL INFORMATION	\$517.41
45554	11/10/2016	CITY MAINT LANDSCAPE AREAS/ATLAS	\$86.24
45555	11/10/2016	BICYCLE MASTER PLAN	\$402.81
45556	11/10/2016	ARENTH AVE RECONSTRUCTION	\$2,145.51

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	45557	11/10/2016	USGR STORMWATER PROJECT	\$1,102.52
	45558	11/10/2016	RESURFACING OF UNRUH AVE	\$2,480.90
	45559	11/10/2016	CARTEGRAPH IMPLEMENT/MGMT	\$1,011.98
	45560	11/10/2016	CITYWIDE CATCH BASN	\$1,745.52
	45561	11/10/2016	GRAND AVE BRIDGE WIDENING	\$11,688.77
	45562	11/10/2016	FULLERTON RD GRADE SEPARATION	\$11,660.89
	45563	11/10/2016	ALAMEDA CORRIDOR PROJECTS	\$505.05
	45564	11/10/2016	FAIRWAY DR GRADE SEPARATION	\$4,240.40
	45565	11/10/2016	NOGALES GRADE SEPARATION	\$7,343.80
	45489	10/27/2016	BASE ATLAS OF CITY STREETS	\$2,550.60
<b>65182</b>	11/24/2016		<b>CORDOBA CORPORATION</b>	<b>\$251,502.50</b>
	Invoice	Date	Description	Amount
	216-446	10/17/2016	REAL ESTATE ADVISORY SVC-SEP 2016	\$45,000.00
	216367	08/15/2016	UTILITY ADMINISTRATION SVC-JUL 2016	\$33,625.00
	216412	09/15/2016	UTILITY ADMINISTRATION SVC-AUG 2016	\$96,215.50
	216445	01/01/1974	UTILITY ADMINISTRATION SVC-SEP 2016	\$76,662.00
<b>65183</b>	11/24/2016		<b>CORELOGIC INFORMATION</b>	<b>\$192.50</b>
	Invoice	Date	Description	Amount
	81740345	10/31/2016	GEOGRAPHIC PKG-OCT 2016	\$192.50
<b>65184</b>	11/24/2016		<b>CSMFO</b>	<b>\$110.00</b>
	Invoice	Date	Description	Amount
	60784	11/01/2016	DUES RENEWAL FOR 2017-S. PARAGAS	\$110.00
<b>65185</b>	11/24/2016		<b>CSMFO</b>	<b>\$110.00</b>
	Invoice	Date	Description	Amount
	59485	11/01/2016	DUES RENEWAL FOR 2017-S. AVALOS	\$110.00
<b>65186</b>	11/24/2016		<b>DIRECTV - FOR BUSINESS</b>	<b>\$12.99</b>

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016**

Check	Date		Payee Name	Check	Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>					
	Invoice	Date	Description	Amount	
	29843952892	10/31/2016	RSN FEE AND LATE FEE	\$12.99	
<b>65187</b>	11/24/2016		<b>EGOSCUE LAW GROUP</b>		<b>\$550.00</b>
	Invoice	Date	Description	Amount	
	11449	11/02/2016	LEGAL SVC-FOLLOW'S CAMP	\$550.00	
<b>65188</b>	11/24/2016		<b>ERNEST MILLER</b>		<b>\$300.00</b>
	Invoice	Date	Description	Amount	
	PPEM5	11/09/2016	PRESENTATION AT HOMESTEAD ON 12/04/16	\$300.00	
<b>65189</b>	11/24/2016		<b>FRAZER, LLP</b>		<b>\$29,100.00</b>
	Invoice	Date	Description	Amount	
	145785	10/31/2016	COI-ACCTG SVC 10/16-10/31/16	\$29,100.00	
<b>65190</b>	11/24/2016		<b>GARCIA'S FENCE CORP</b>		<b>\$490.00</b>
	Invoice	Date	Description	Amount	
	111605	11/08/2016	FENCE REPAIR-333 TURNBULL CYN RD	\$490.00	
<b>65191</b>	11/24/2016		<b>GAS COMPANY, THE</b>		<b>\$175.92</b>
	Invoice	Date	Description	Amount	
	2017-00000552	11/04/2016	10/05-11/02/16 SVC - 15625 STAFFORD ST APT A	\$162.11	
	2017-00000554	11/04/2016	10/05-11/02/16 SVC - 15625 STAFFORD ST APT B	\$13.81	
<b>65192</b>	11/24/2016		<b>GMS ELEVATOR SERVICES, INC</b>		<b>\$138.00</b>
	Invoice	Date	Description	Amount	
	00085070	11/02/2016	MO SVC-ELEVATOR	\$138.00	
<b>65193</b>	11/24/2016		<b>HADDICK'S AUTO BODY</b>		<b>\$7,650.62</b>
	Invoice	Date	Description	Amount	
	047733	10/28/2016	AUTO MAINT-LIC 1370863	\$50.01	

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	047732	11/07/2016	AUTO MAINT-LIC 292610E1	\$431.91
	047730	11/07/2016	AUTO MAINT-LIC 1210025	\$1,142.46
	047729	11/07/2016	AUTO MAINT-LIC 1320295	\$258.77
	047724	11/07/2016	AUTO MAINT-LIC 1282752	\$1,495.16
	047726	11/07/2016	AUTO MAINT-LIC 1166174	\$348.26
	047728	11/07/2016	AUTO MAINT-LIC 1094930	\$2,184.03
	047727	11/07/2016	AUTO MAINT-LIC 1347776	\$1,740.02
<b>65194</b>	11/24/2016		<b>HDL COREN &amp; CONE</b>	<b>\$2,400.00</b>
	Invoice	Date	Description	Amount
	0023303-IN	11/04/2016	CONTRACT SVC-PROPERTY TAX FOR 4TH QTR	\$2,400.00
<b>65195</b>	11/24/2016		<b>INDUSTRY SECURITY SERVICES</b>	<b>\$35,785.67</b>
	Invoice	Date	Description	Amount
	14-19135	10/28/2016	SECURITY SVC 10/21-10/27/16	\$16,807.16
	14-19146	10/28/2016	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-19194	11/04/2016	SECURITY SVC 10/28-11/03/16	\$16,791.39
<b>65196</b>	11/24/2016		<b>KIMLEY-HORN &amp; ASSOCIATES, INC.</b>	<b>\$10,824.09</b>
	Invoice	Date	Description	Amount
	8459089	09/30/2016	TRAFFIC ENGINEERING SVC	\$6,213.89
	8464821	09/30/2016	ENGINEERING AND TRAFFIC SURVEY	\$4,610.20
<b>65197</b>	11/24/2016		<b>L A COUNTY DEPT OF PUBLIC</b>	<b>\$1,333.42</b>
	Invoice	Date	Description	Amount
	SA170000105	11/07/2016	SIGNING/STRIPING PLAN REVIEW	\$1,333.42
<b>65198</b>	11/24/2016		<b>L A COUNTY SHERIFF'S</b>	<b>\$738,828.62</b>
	Invoice	Date	Description	Amount
	171317NH	11/04/2016	SHERIFF CONTRACT-OCT 2016	\$738,828.62

CITY OF INDUSTRY

WELLS FARGO BANK

November 24, 2016

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

Check	Date	Payee Name	Check Amount
65199	11/24/2016	L A COUNTY TAX COLLECTOR	\$48,637.56
	Invoice		
		Date	Amount
	8636 004 270 16	11/03/2016	\$72.09
	8636 004 271 16	11/03/2016	\$72.09
	8636 004 272 16	11/03/2016	\$174.29
	8636 004 273 16	11/03/2016	\$174.29
	8636 004 274 16	11/03/2016	\$365.85
	8636 004 275 16	11/03/2016	\$493.55
	8636 004 276 16	11/03/2016	\$429.70
	8636 005 270 16	11/03/2016	\$72.09
	8636 005 271 16	11/03/2016	\$72.09
	8636 006 270 16	11/03/2016	\$685.10
	8678 005 270 16	11/03/2016	\$11,046.95
	8678 005 271 16	11/03/2016	\$6,713.98
	8678 006 270 16	11/03/2016	\$5,798.54
	8678 006 271 16	11/03/2016	\$599.27
	8678 006 272 16	11/03/2016	\$685.10
	8678 006 273 16	11/03/2016	\$12,312.10
	8678 006 274 16	11/03/2016	\$940.51
	8678 006 275 16	11/03/2016	\$685.10
	8678 006 276 16	11/03/2016	\$84.88
	8678 006 277 16	11/03/2016	\$72.09
	8678 006 278 16	11/03/2016	\$718.93
	8678 007 270 16	11/03/2016	\$493.55
	8678 007 271 16	11/03/2016	\$2,584.42
	8678 007 272 16	11/03/2016	\$685.10
	8678 008 270 16	11/03/2016	\$2,605.90
65200	11/24/2016	L A COUNTY TAX COLLECTOR	\$84,775.63
	Invoice		
		Date	Amount
	8701 021 271 16	11/03/2016	\$72,460.98



**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	8701 022 270 16	11/03/2016	PROP TAX FY 16/17-TRES HERMANOS	\$469.18
	8701 022 273 16	11/03/2016	PROP TAX FY 16/17-TRES HERMANOS	\$11,779.29
	8120 024 270 16	11/03/2016	PROP TAX FY 16/17-TRES HERMANOS	\$66.18
<b>65201</b>	11/24/2016		<b>L A COUNTY TAX COLLECTOR</b>	<b>\$16,339.45</b>
	Invoice	Date	Description	Amount
	8709 027 271 16	11/03/2016	PROP TAX FY 16/17-EAST SIDE	\$167.59
	8206 003 270 16	11/03/2016	PROP TAX FY 16/17-19900 LOMITAS	\$425.78
	8206 003 271 16	11/03/2016	PROP TAX FY 16/17-13910 LOMITAS	\$399.11
	8247 013 270 16	11/03/2016	PROP TAX FY 16/17-PART OF IND HILLS	\$48.82
	8262 012 270 16	11/03/2016	PROP TAX FY 16/17-PART OF IND HILLS	\$266.27
	8262 012 271 16	11/03/2016	PROP TAX FY 16/17-PART OF IND HILLS	\$107.70
	8262 012 272 16	11/03/2016	PROP TAX FY 16/17-PART OF IND HILLS	\$107.70
	8262 012 273 16	11/03/2016	PROP TAX FY 16/17-PART OF IND HILLS	\$2,114.87
	8262 012 274 16	11/03/2016	PROP TAX FY 16/17-PART OF IND HILLS	\$2,058.63
	8262 012 275 16	11/03/2016	PROP TAX FY 16/17-PART OF IND HILLS	\$561.54
	8263 008 270 16	11/03/2016	PROP TAX FY 16/17-PART OF IND HILLS	\$41.40
	8263 008 271 16	11/03/2016	PROP TAX FY 16/17-PART OF IND HILLS	\$90.87
	8263 027 270 16	11/03/2016	PROP TAX FY 16/17-PART OF IND HILLS	\$166.18
	8110 001 273 16	11/03/2016	PROP TAX FY 16/17-220 SAN FIDEL	\$474.44
	8269 008 270 16	11/03/2016	PROP TAX FY 16/17-WEST OF 57 FWY	\$6,351.84
	8124 012 273 16	11/03/2016	PROP TAX FY 16/17-NORTH OF CAPITAL	\$2,956.71
<b>65202</b>	11/24/2016		<b>LA PUENTE VALLEY COUNTY</b>	<b>\$24,244.84</b>
	Invoice	Date	Description	Amount
	2017-00000535	10/18/2016	08/22-10/18/16 SVC-15625 STAFFORD ST	\$63.19
	2017-00000536	10/18/2016	08/22-10/18/16 SVC-15625 STAFFORD ST	\$258.19
	15660STAFF-OCT16	10/18/2016	08/22-10/18/16 SVC-15660 STAFFORD ST	\$248.26
	2017-00000538	10/18/2016	08/22-10/18/16 SVC-15414 DON JULIAN RD(IRRI)	\$1,088.71
	2017-00000539	10/18/2016	08/22-10/18/16 SVC-15414 DON JULIAN RD	\$418.17
	2017-00000540	10/18/2016	08/22-10/18/16 SVC-HACIENDA & STAFFORD ST (I)	\$289.21

CITY OF INDUSTRY

WELLS FARGO BANK

November 24, 2016

Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
2017-00000541	10/18/2016	08/22-10/18/16 SVC-STAFFORD ST (IRRI)	\$570.01
2017-00000542	10/18/2016	08/22-10/18/16 SVC-HUDSON AVE (IRRI)	\$638.26
2017-00000543	10/18/2016	08/22-10/18/16 SVC-211 HACIENDA BLVD (IRRI)	\$199.69
2017-00000544	10/18/2016	08/22-10/18/16 SVC-15414 DON JULIAN RD (IRRI)	\$956.11
2017-00000545	10/18/2016	08/22-10/18/16 SVC-1 AZUSA WAY (IRRI)	\$1,002.41
2017-00000546	10/18/2016	08/22-10/18/16 SVC-285 HACIENDA BL (IRRI)	\$90.49
2017-00000547	10/18/2016	08/22-10/18/16 SVC-HACIENDA & STAFFORD (IRR)	\$349.66
2017-00000548	10/18/2016	08/22-10/18/16 SVC-HACIENDA BLVD (IRRI)	\$49.54
2017-00000549	10/18/2016	08/22-10/18/16 SVC-PROCTOR & EL ENCANTO (I)	\$322.36
2017-00000550	10/18/2016	08/22-10/18/16 SVC-ALONG RAILROAD TRACK (I)	\$708.46
2017-00000551	10/18/2016	08/22-10/18/16 SVC-STAFFORD & OLD VALLEY (I)	\$823.51
2017-00000553	10/18/2016	08/22-10/18/16 SVC-RAUSCH RD (IRRI)	\$554.59
2017-00000555	10/18/2016	08/22-10/18/16 SVC-15522 NELSON AVE	\$90.49
2017-00000556	10/18/2016	08/22-10/18/16 SVC-220 HACIENDA BLVD (IRRI)	\$351.61
2017-00000557	10/18/2016	08/22-10/18/16 SVC-RAUSCH RD (IRRI)	\$505.84
2017-00000558	10/18/2016	08/22-10/18/16 SVC-15651 STAFFORD ST	\$1,985.71
2017-00000559	10/18/2016	08/22-10/18/16 SVC-SOTRO ST (IRRI)	\$1,164.76
2017-00000560	10/18/2016	08/22-10/18/16 SVC-15415 DON JULIAN RD (IRRI)	\$3,614.85
2017-00000561	10/18/2016	08/22-10/18/16 SVC-NELSON AVE (IRRI)	\$1,827.76
2017-00000562	10/18/2016	08/22-10/18/16 SVC-15414 DON JULIAN RD	\$137.11
2017-00000563	10/18/2016	08/22-10/18/16 SVC-201 STAFFORD ST (IRRI)	\$3,258.09
2017-00000564	10/18/2016	08/22-10/18/16 SVC-15415 DON JULIAN RD (IRRI)	\$1,600.50
2017-00000565	10/18/2016	08/22-10/18/16 SVC-VALLEY BLVD (IRRI)	\$49.54
2017-00000566	10/18/2016	08/22-10/18/16 SVC-DON JULIAN RD	\$894.55
2017-00000567	10/18/2016	08/22-10/18/16 SVC-PARRIOTT & DON JULIAN RD (I)	\$133.21
<b>65203</b>	<b>11/24/2016</b>	<b>LANG, HANSEN, O'MALLEY &amp;</b>	<b>\$25,000.00</b>
	Invoice	Date	Amount
	5851	11/03/2016	\$25,000.00
		LEGISLATIVE SVC-NOV 2016	
<b>65204</b>	<b>11/24/2016</b>	<b>LOS ANGELES TIMES MEDIA GROUP</b>	<b>\$493.00</b>

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	002995665	10/31/2016	ADVERTISING FOR HOMESTEAD FESTIVAL	\$493.00
65205	11/24/2016		<b>MERRITT'S ACE HARDWARE</b>	<b>\$10.87</b>
	Invoice	Date	Description	Amount
	094951	10/24/2016	MISC SUPPLIES-HOMESTEAD	\$10.87
65206	11/24/2016		<b>METHOD TECHNOLOGIES</b>	<b>\$28.75</b>
	Invoice	Date	Description	Amount
	34528	10/25/2016	UPDATE CITY WEBSITE	\$28.75
65207	11/24/2016		<b>PACIFIC UTILITY INSTALLATION</b>	<b>\$6,248.00</b>
	Invoice	Date	Description	Amount
	14689	10/21/2016	UTILITY OPERATIONS AND MAINT SVC	\$2,216.00
	14748	10/31/2016	UTILITY OPERATIONS AND MAINT SVC	\$4,032.00
65208	11/24/2016		<b>PHILIPS, PAUL J.</b>	<b>\$169.75</b>
	Invoice	Date	Description	Amount
	11/03/16	11/03/2016	REIMBURSE EXPENSES-LUNCH MEETINGS AND	\$169.75
65209	11/24/2016		<b>PITNEY BOWES, INC.</b>	<b>\$110.98</b>
	Invoice	Date	Description	Amount
	3100745030	11/02/2016	POSTAGE MACHINE-NOV 2016	\$110.98
65210	11/24/2016		<b>POST ALARM SYSTEMS</b>	<b>\$286.90</b>
	Invoice	Date	Description	Amount
	921379	11/07/2016	MONITORING SVC-HOMESTEAD DEC 2016	\$286.90
65211	11/24/2016		<b>R.P. LAURAIN &amp; ASSOCIATES, INC.</b>	<b>\$5,800.00</b>
	Invoice	Date	Description	Amount
	9302	10/14/2016	APPRAISAL FEE-15130 NELSON AVE	\$5,800.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
65212	11/24/2016		<b>RANDALL WOLTZ PIANO SERVICE</b>	<b>\$300.00</b>
	Invoice	Date	Description	Amount
	PPRW2	11/10/2016	PIANO PLAYING-HOMESTEAD ON 12/10-12/11/16	\$300.00
65213	11/24/2016		<b>REGIONAL GOVERNMENT</b>	<b>\$27,824.75</b>
	Invoice	Date	Description	Amount
	6411	10/31/2016	HR SERVICES-OCT 2016	\$27,824.75
65214	11/24/2016		<b>RICOH USA, INC.</b>	<b>\$41.85</b>
	Invoice	Date	Description	Amount
	5045419601	11/03/2016	METER READING-CODE ENFORCEMENT COPIER	\$41.85
65215	11/24/2016		<b>ROBINSON'S FLOWERS</b>	<b>\$226.18</b>
	Invoice	Date	Description	Amount
	2661-A	11/01/2016	FLOWERS AND DELIVERY	\$226.18
65216	11/24/2016		<b>SAN GABRIEL VALLEY NEWSPAPER</b>	<b>\$1,254.00</b>
	Invoice	Date	Description	Amount
	0000289777	10/31/2016	MONTHLY ADVERTISING-HOMESTEAD	\$1,254.00
65217	11/24/2016		<b>SC FUELS</b>	<b>\$20,430.04</b>
	Invoice	Date	Description	Amount
	3188588	11/02/2016	DIESEL FUEL-INDUSTRY HILLS PUMPS	\$20,430.04
65218	11/24/2016		<b>SO CAL INDUSTRIES</b>	<b>\$84.90</b>
	Invoice	Date	Description	Amount
	246147	10/19/2016	RR RENTAL-TONNER CYN/57 FWY	\$84.90
65219	11/24/2016		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$278.17</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	1135HATCH-NOV16	11/05/2016	10/05-11/04/16 SVC - 1135 HATCHER AVE	\$278.17
<b>65220</b>	11/24/2016		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$204.01</b>
	Invoice	Date	Description	Amount
	7500719069	11/02/2016	07/01-07/31/16 SVC - RELIABILITY SVC	\$204.01
<b>65221</b>	11/24/2016		<b>STAPLES BUSINESS ADVANTAGE</b>	<b>\$2,726.73</b>
	Invoice	Date	Description	Amount
	8041542315	10/22/2016	OFFICE SUPPLIES	\$965.20
	8041654530	10/29/2016	OFFICE SUPPLIES	\$1,761.53
<b>65222</b>	11/24/2016		<b>STATE OF CALIFORNIA DEPT OF</b>	<b>\$32.00</b>
	Invoice	Date	Description	Amount
	200895	11/02/2016	FINGERPRINT SVC-OCT 2016	\$32.00
<b>65223</b>	11/24/2016		<b>SWEINHART ELECTRIC COMPANY</b>	<b>\$264.00</b>
	Invoice	Date	Description	Amount
	15764	10/31/2016	DISABLE GENERATOR-CITY HALL	\$264.00
<b>65224</b>	11/24/2016		<b>TECHNOLOGY UNLIMITED</b>	<b>\$992.90</b>
	Invoice	Date	Description	Amount
	308782	10/24/2016	SOFTWARE LICENSE & MAINT RENEWAL	\$992.90
<b>65225</b>	11/24/2016		<b>TELEPACIFIC COMMUNICATIONS</b>	<b>\$5,802.28</b>
	Invoice	Date	Description	Amount
	83955268-0	10/31/2016	INTERNET SVC-CITY/METRO/IPUC	\$5,802.28
<b>65226</b>	11/24/2016		<b>TRACKDOWN MANAGEMENT</b>	<b>\$100.00</b>
	Invoice	Date	Description	Amount
	2016-45	11/03/2016	POSSE SUBSCRIPTION	\$100.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 24, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
65227	11/24/2016		TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount
	EB1100L	10/01/2016	MAINT SVC-METRO SOLAR	\$1,726.67
65228	11/24/2016		U.S. HEALTHWORKS MEDICAL	\$130.00
	Invoice	Date	Description	Amount
	3010465-CA	10/12/2016	MEDICAL REPORTS	\$130.00
65229	11/24/2016		VANGUARD CLEANING SYSTEMS,	\$995.00
	Invoice	Date	Description	Amount
	30422	11/01/2016	JANITORIAL SVC- HOMESTEAD NOV 2016	\$995.00
65230	11/24/2016		WALL STREET JOURNAL	\$495.95
	Invoice	Date	Description	Amount
	11/14/16	11/04/2016	SUBSCRIPTION-P. TUCKER	\$495.95
65231	11/24/2016		WEATHERITE SERVICE	\$1,322.40
	Invoice	Date	Description	Amount
	L168925	10/26/2016	A/C MAINT-IMC	\$570.40
	L168837	10/10/2016	A/C MAINT-IMC BLDG	\$164.00
	L168932	10/26/2016	A/C MAINT-HOMESTEAD	\$588.00
65232	11/24/2016		WILLDAN ENGINEERING	\$5,294.23
	Invoice	Date	Description	Amount
	00614637	10/20/2016	ENGINEERING SVC-VARIOUS SITES	\$5,294.23

Checks	Status	Count	Transaction Amount
	Total	93	\$2,144,179.64

*CITY COUNCIL*

ITEM NO. 5.2

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING OF DECEMBER 22, 2016**

**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	4,452,230.27
103	PROP A FUND	7,829.92
120	CAPITAL IMPROVEMENT FUND	725,293.43
161	IPUC - ELECTRIC	344,162.94
TOTAL ALL FUNDS		5,529,516.56

**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	228,844.88
PROP/A	PROP A - CKING ACCOUNT	7,829.92
REF	REFUSE - CKING ACCOUNT	1,213,483.01
WFBK	WELLS FARGO - CKING ACCOUNT	4,079,358.75
TOTAL ALL BANKS		5,529,516.56

**APPROVED PER CITY MANAGER**

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**CITY OF INDUSTRY  
BANK OF AMERICA  
December 22, 2016**

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

1399	12/06/2016			CITY OF INDUSTRY	\$141,750.19
	Invoice	Date	Description		Amount
	12/06/16	12/06/2016	TRANSFER FUNDS-ELECTRIC		\$141,750.19
<hr/>					
1400	12/06/2016			CITY OF INDUSTRY	\$17,814.25
	Invoice	Date	Description		Amount
	12/06/16-A	12/06/2016	REIMBURSE FOR CALPERS CONTRIBUTION		\$17,814.25

**CITYGEN.CHK - City General**

WT1006	12/06/2016			BIO-FUELS POINT LOMA, LLC	\$5,000.00
	Invoice	Date	Description		Amount
	101	12/06/2016	PURCHASE RENEWABLE ENERGY CERTIFICATES		\$5,000.00
<hr/>					
24333	12/06/2016			CIVIC RECREATIONAL INDUSTRIAL	\$60,000.00
	Invoice	Date	Description		Amount
	12/06/16	12/06/2016	TRANSFER FUNDS-CRIA A/P		\$60,000.00

**PARKCIT.CHK - Parking Citation Checking**

584	11/30/2016			MARIBEL CAMPOS	\$10.00
	Invoice	Date	Description		Amount
	11/30/16	11/30/2016	REFUND-CITATION #133358		\$10.00
<hr/>					
585	11/30/2016			SUPERIOR COURT OF CALIFORNIA,	\$3,863.50
	Invoice	Date	Description		Amount

**CITY OF INDUSTRY  
BANK OF AMERICA  
December 22, 2016**

Check	Date		Payee Name	Check Amount
	OCTOBER 2016	11/30/2016	PARKING CITATIONS REPORT-OCT 2016	\$3,863.50
586	11/30/2016		TURBO DATA SYSTEMS, INC	\$406.94
	Invoice	Date	Description	Amount
	25150	11/30/2016	CITATION PROCESSING-SEP/OCT 2016	\$406.94

Checks	Status	Count	Transaction Amount
	Total	7	\$228,844.88

**CITY OF INDUSTRY  
PROP A  
December 22, 2016**

Check	Date		Payee Name	Check Amount
<b>PROPA.CHK - Prop A Checking</b>				
11671	11/30/2016		CITY OF INDUSTRY-REFUSE	\$78.80
	Invoice	Date	Description	Amount
	2687948	11/01/2016	DISP SVC-METROLINK	\$78.80
11672	11/30/2016		INDUSTRY SECURITY SERVICES	\$7,055.69
	Invoice	Date	Description	Amount
	14-19148	10/28/2016	SECURITY SVC-METROLINK	\$1,729.73
	14-19208	11/04/2016	SECURITY SVC-METROLINK	\$1,698.18
	14-19288	11/11/2016	SECURITY SVC-METROLINK	\$1,729.73
	14-19322	11/18/2016	SECURITY SVC-METROLINK	\$1,898.05
11673	11/30/2016		SO CAL INDUSTRIES	\$93.87
	Invoice	Date	Description	Amount
	245263	10/12/2016	RR RENTAL-METROLINK	\$93.87
11674	11/30/2016		SO CALIFORNIA EDISON COMPANY	\$276.26
	Invoice	Date	Description	Amount
	2017-00000611	11/18/2016	9/21-10/21/16 SVC-600 S BREA CYN B	\$276.26
11675	11/30/2016		WALNUT VALLEY WATER DISTRICT	\$325.30
	Invoice	Date	Description	Amount
	2465065	11/08/2016	9/30-10/31/16 SVC-PLATFORM METROLINK	\$18.87
	2464184	11/07/2016	10/01-10/31/16 SVC-IRR METROLINK SPANISH LN	\$306.43

Checks	Status	Count	Transaction Amount
	Total	5	\$7,829.92

**CITY OF INDUSTRY  
WELLS FARGO REFUSE  
December 22, 2016**

Check	Date		Payee Name	Check Amount
<b>REFUSE - Refuse Account</b>				
WT211	12/01/2016		CITY OF INDUSTRY DISPOSAL CO.	\$545,749.29
	Invoice	Date	Description	Amount
	2690291	11/30/2016	REFUSE SVC 11/01-11/23/16	\$545,749.29
WT212	12/09/2016		CITY OF INDUSTRY DISPOSAL CO.	\$667,733.72
	Invoice	Date	Description	Amount
	2696613	12/09/2016	REFUSE SVC 11/24-11/30/16	\$667,733.72

Checks	Status	Count	Transaction Amount
	Total	2	\$1,213,483.01

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 22, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
65307	12/02/2016		FIDELITY SECURITY LIFE	\$1,333.64
	Invoice	Date	Description	Amount
	4478374	12/02/2016	VISION PREMIUM-DEC 2016	\$1,333.64
65308	12/05/2016		VOIDED- PAPER JAM	\$0.00
65309	12/05/2016		VOIDED- PAPER JAM	\$0.00
65310	12/05/2016		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP16-3/TPM 350-A	11/29/2016	FEE-NOTICE OF DETERMINATION	\$75.00
65311	12/05/2016		L A COUNTY REGISTRAR-	\$2,210.25
	Invoice	Date	Description	Amount
	DP16-3/TPM 350	11/29/2016	FEE-NOTICE OF DETERMINATION	\$2,210.25
65312	12/07/2016		FRONTIER	\$311.60
	Invoice	Date	Description	Amount
	2017-00000619	11/19/2016	11/19-12/18/16 SVC - ELECTRIC MODEM	\$50.97
	2017-00000620	11/19/2016	11/19-12/18/16 SVC - GENERATOR SITE-TELEMETRY	\$43.17
	2017-00000621	11/19/2016	11/19-12/18/16 SVC - FOLLOW'S CAMP GUARD	\$61.86
	2017-00000622	11/19/2016	11/19-12/18/16 SVC - EM-21415 BAKER PKWY	\$50.97
	2017-00000623	11/22/2016	11/22-12/21/16 SVC - GENERATOR SITE-TELEMETRY	\$53.66
	2017-00000624	11/22/2016	11/22-12/21/16 SVC - ELECTRIC MODEM	\$50.97
65313	12/07/2016		GAS COMPANY, THE	\$77.12
	Invoice	Date	Description	Amount
	2017-00000605	11/22/2016	10/20-11/19/16 SVC - 15415 DON JULIAN RD	\$77.12
65314	12/07/2016		INDUSTRY PUBLIC UTILITY	\$2,355.07

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 22, 2016**

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

Invoice	Date	Description	Amount
2017-00000606	11/18/2016	10/10-11/10/16 SVC - 600 BREA CYN RD	\$2,355.07
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<b>65315</b>	12/07/2016	<b>ROWLAND WATER DISTRICT</b>	<b>\$1,017.31</b>
Invoice	Date	Description	Amount
2017-00000607	11/22/2016	10/17-11/15/16 SVC - 1100 AZUSA AVE	\$152.66
2017-00000608	11/22/2016	10/18-11/16/16 SVC - 17217 & 17229 CHESTNUT - IRR	\$347.64
2017-00000609	11/22/2016	10/18-11/16/16 SVC - 755 NOGALES (RC)	\$120.86
2017-00000610	11/22/2016	10/18-11/16/16 SVC - AZUSA AVE (RC)	\$57.12
1123DHATCH-NOV16	11/22/2016	10/18-11/16/16 SVC - 1123D HATCHER STREET	\$145.68
1135HATCH-NOV16	11/22/2016	10/18-11/18/16 SVC - 1135 HATCHER ST	\$41.73
1123CHATCH-NOV16	11/22/2016	10/18-11/18/16 SVC - 1123C HATCHER ST	\$151.62
<hr/>			
<b>65316</b>	12/07/2016	<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$326.42</b>
Invoice	Date	Description	Amount
2017-00000612	11/22/2016	10/21-11/21/16 SVC - 580 S BREA CYN	\$24.96
2017-00000613	11/22/2016	10/21-11/21/16 SVC - 575 S BREA CYN	\$25.11
2017-00000614	11/22/2016	10/21-11/21/16 SVC - 21380 VALLEY PED	\$84.87
2017-00000616	11/26/2016	10/01-11/22/16 SVC - 600 S BREA CYN RD	\$92.43
2017-00000617	11/26/2016	10/25-11/23/16 SVC - 745 ANAHEIM PUENTE RD CP	\$60.43
2017-00000618	11/26/2016	10/25-11/23/16 SVC - 17378 E GALE B	\$38.62
<hr/>			
<b>65317</b>	12/07/2016	<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$54.18</b>
Invoice	Date	Description	Amount
2017-00000615	11/23/2016	10/24-11/22/16 SVC - 5010 ENGLISH RD	\$54.18
<hr/>			
<b>65318</b>	12/07/2016	<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$20,445.41</b>
Invoice	Date	Description	Amount
7500721050	11/17/2016	10/01-10/31/16 SVC - OLD RANCH RD/MAYO AVE	\$5,623.22
7500721051	11/17/2016	10/01-10/31/16 SVC - 208 S. WADDINGHAM WAY	\$3,667.31
7500721052	11/17/2016	10/01-10/31/16 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 22, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	7500721062	11/17/2016	10/01-10/31/16 SVC - 133 N. AZUSA AVE	\$1,860.71
	7500721063	11/17/2016	10/01-10/31/16 SVC - 208 S. WADDINGHAM WAY	\$8,266.71
<b>65319</b>	12/07/2016		<b>SUBURBAN WATER SYSTEMS</b>	<b>\$1,905.33</b>
	Invoice	Date	Description	Amount
	180040912342	11/21/2016	10/22-11/21/16 SVC - 205 HUDSON AVE	\$51.16
	180090334411	11/22/2016	10/25-11/22/16 SVC - AZUSA & GEMINI	\$1,854.17
<b>65320</b>	12/13/2016		<b>SHELL ENERGY NORTH AMERICA-</b>	<b>\$80,400.00</b>
	Invoice	Date	Description	Amount
	1716836	12/01/2016	WHOLESALE USE-NOV 2016	\$80,400.00
<b>65321</b>	12/13/2016		<b>STATE COMPENSATION INS. FUND</b>	<b>\$13,614.91</b>
	Invoice	Date	Description	Amount
	219396-15	12/07/2016	FINAL AUDIT FOR 2015	\$13,614.91
<b>65322</b>	12/13/2016		<b>STATE WATER POLLUTION</b>	<b>\$2,500,000.00</b>
	Invoice	Date	Description	Amount
	R4-2016-0316	12/13/2016	SETTLEMENT FOR FOLLOW'S CAMP	\$2,500,000.00
<b>65323</b>	12/14/2016		<b>AT &amp; T</b>	<b>\$284.14</b>
	Invoice	Date	Description	Amount
	2017-00000637	11/17/2016	11/17-12/16/16 SVC - 15000 TONNER CYN RD-GUARD	\$138.24
	2017-00000638	11/17/2016	11/17-12/16/16 SVC - 17001 CARBON CYN RD-	\$145.90
<b>65324</b>	12/14/2016		<b>AT &amp; T</b>	<b>\$176.00</b>
	Invoice	Date	Description	Amount
	4216024309	11/23/2016	10/19-11/18/16 SVC - 600 S. BREA CYN-METROLINK	\$176.00
<b>65325</b>	12/14/2016		<b>FRONTIER</b>	<b>\$512.58</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 22, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2017-00000629	11/25/2016	11/25-12/24/16 SVC - ELECTRIC MODEM	\$61.98
	2017-00000630	11/25/2016	11/25-12/24/16 SVC - ELECTRIC MODEM	\$50.97
	2017-00000631	11/28/2016	11/28-12/27/16 SVC - IH GOLF COURSE FUEL PUMP	\$144.98
	2017-00000632	11/28/2016	11/28-12/27/16 SVC - EM-21912 GARCIA LN-ALARM	\$61.98
	2017-00000633	11/28/2016	11/28-12/27/16 SVC - EM-179 S. GRAND AVE	\$37.40
	2017-00000634	11/28/2016	11/28-12/27/16 SVC - ELECTRIC MODEM	\$50.97
	2017-00000635	12/01/2016	12/01-12/31/16 SVC - GENERATOR SITE-TELEMETRY	\$50.81
	2017-00000636	12/01/2016	12/01-12/31/16 SVC - GENERATOR SITE-TELEMETRY	\$53.49
<b>65326</b>	12/14/2016		<b>GAS COMPANY, THE</b>	<b>\$108.37</b>
	Invoice	Date	Description	Amount
	2017-00000639	12/01/2016	10/27-11/29/16 SVC - 710 NOGALES ST	\$16.27
	2017-00000640	12/05/2016	10/31-12/01/16 SVC - 2700 CHINO HILLS PKWY	\$75.77
	2017-00000641	12/05/2016	10/31-12/01/16 SVC - 1 INDUSTRY HILLS PKWY	\$16.33
<b>65327</b>	12/14/2016		<b>ROWLAND WATER DISTRICT</b>	<b>\$1,106.46</b>
	Invoice	Date	Description	Amount
	2017-00000659	11/22/2016	10/17-11/15/16 SVC - AZUSA AVE - CENTER	\$59.55
	2017-00000660	11/22/2016	10/17-11/15/16 SVC - AZUSA AVE 205597	\$47.67
	2017-00000661	11/22/2016	10/18-11/16/16 SVC - 930 AZUSA AVE	\$290.46
	2017-00000662	11/22/2016	10/18-11/16/16 SVC 17401 VALLEY BLVD	\$376.59
	2017-00000663	11/22/2016	10/18-11/16/16 SVC - 18044 ROWLAND-LAWSON	\$41.73
	2017-00000664	11/22/2016	10/18-11/16/16 SVC - HURLEY ST & VALLEY	\$290.46
<b>65328</b>	12/14/2016		<b>SAN GABRIEL VALLEY WATER CO.</b>	<b>\$9,455.79</b>
	Invoice	Date	Description	Amount
	2017-00000642	11/30/2016	10/28-11/29/16 SVC - PECK/UNION PACIFIC BRIDGE	\$684.92
	2017-00000643	11/30/2016	10/28-11/29/16 SVC - S/E COR OF PELLISSIER	\$1,402.94
	2017-00000644	11/30/2016	10/28-11/29/16 SVC - PELLISSIER	\$264.78
	2017-00000645	11/30/2016	10/28-11/29/16 SVC - IRRIG SALT LAKE/SEVENTH	\$206.25
	2017-00000646	11/30/2016	10/28-11/29/16 SVC - CROSSROADS PKWY SOUTH	\$937.56



**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 22, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2017-00000647	11/30/2016	10/28-11/29/16 SVC - CROSSROADS PKWY STA 103-	\$307.99
	2017-00000648	11/30/2016	10/28-11/29/16 SVC - CROSSROADS PKWY SOUTH	\$2,370.26
	2017-00000649	11/30/2016	10/28-11/29/16 SVC - CROSSROADS PKWY NORTH	\$452.23
	2017-00000650	11/30/2016	10/28-11/29/16 SVC - CROSSROADS PKWY STA 111-	\$696.92
	2017-00000651	11/30/2016	10/28-11/29/16 SVC - CROSSROADS PKWY STA 129-	\$1,016.03
	2017-00000652	11/30/2016	10/28-11/29/16 SVC - PELLISSIER	\$743.46
	2017-00000653	11/30/2016	10/28-11/29/16 SVC - PELLISSIER	\$372.45
<b>65329</b>	12/14/2016		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$1,776.37</b>
	Invoice	Date	Description	Amount
	2017-00000654	12/01/2016	10/27-11/29/16 SVC - VARIOUS SITES	\$468.65
	2017-00000655	12/02/2016	11/01-12/01/16 SVC - 600 BREA CYN RD	\$475.78
	2017-00000656	12/02/2016	11/01-12/01/16 SVC - 1 VALLEY/AZUSA	\$15.30
	2017-00000657	11/29/2016	10/25-11/23/16 SVC - BREA CYN-VARIOUS SITES	\$509.62
	2017-00000658	11/30/2016	10/27-11/29/16 SVC - 137 N HUDSON AVE	\$307.02
<b>65330</b>	12/14/2016		<b>VERIZON WIRELESS - LA</b>	<b>\$1,102.69</b>
	Invoice	Date	Description	Amount
	9776044192	11/26/2016	10/27-11/26/16 SVC - MOBILE BROADBAND	\$114.03
	9776044191	11/26/2016	10/27-11/26/16 SVC - VARIOUS WIRELESS SVC	\$988.66
<b>65331</b>	12/22/2016		<b>ALEJANDRO GONZALEZ</b>	<b>\$128.38</b>
	Invoice	Date	Description	Amount
	12/06/16	12/06/2016	REIMBURSE FOR EXPENSES-LUNCH MEETING AND	\$128.38
<b>65332</b>	12/22/2016		<b>ALL AMERICAN ELECTRIC</b>	<b>\$980.00</b>
	Invoice	Date	Description	Amount
	5676	12/02/2016	EMERGENCY REPAIRS-FLAG POLE	\$980.00
<b>65333</b>	12/22/2016		<b>ALVAKA NETWORKS</b>	<b>\$13,915.17</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 22, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	157852	12/01/2016	NETWORK MAINT-JAN 2017	\$6,620.00
	157883	12/01/2016	NETWORK MAINT-JAN 2017	\$6,540.17
	157858	12/01/2016	NETWORK MAINT-HOMESTEAD	\$755.00
<b>65334</b>	12/22/2016		<b>AVANT-GARDE, INC</b>	<b>\$716.25</b>
	Invoice	Date	Description	Amount
	4187	11/22/2016	PROJECT MGMT-AZUSA AVE BRIDGE	\$716.25
<b>65335</b>	12/22/2016		<b>B AND T CATTLE</b>	<b>\$14,580.00</b>
	Invoice	Date	Description	Amount
	61	12/01/2016	MAINT SVC-DEC 2016	\$14,580.00
<b>65336</b>	12/22/2016		<b>BIGGS CARDOSA ASSOCIATES, INC.</b>	<b>\$14,944.43</b>
	Invoice	Date	Description	Amount
	70707	11/05/2016	REPAINTING OF AZUSA AVE BRIDGE	\$14,944.43
<b>65337</b>	12/22/2016		<b>BLAKE AIR CONDITIONING</b>	<b>\$3,126.51</b>
	Invoice	Date	Description	Amount
	42865	11/28/2016	A/C MAINT-CITY HALL	\$417.60
	42052	09/21/2016	A/C MAINT-YAL OFFICE	\$233.80
	42933	12/06/2016	A/C MAINT-CITY HALL	\$2,475.11
<b>65338</b>	12/22/2016		<b>CASC ENGINEERING AND</b>	<b>\$5,437.50</b>
	Invoice	Date	Description	Amount
	36467	10/31/2016	NPDES ENG SVC-COI	\$5,437.50
<b>65339</b>	12/22/2016		<b>CENTRAL ELEMENTARY</b>	<b>\$100.00</b>
	Invoice	Date	Description	Amount
	JTTTCE1	11/22/2016	BUS FUNDING STIPEND-HOMESTEAD	\$100.00
<b>65340</b>	12/22/2016		<b>CITY OF DIAMOND BAR</b>	<b>\$29,093.46</b>

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 22, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	12/02/2016	12/02/2016	REIMBURSEMENT OF 2016 FASTLANE & TIGER	\$29,093.46
<b>65341</b>	12/22/2016		<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	<b>\$150,000.00</b>
	Invoice	Date	Description	Amount
	P/R 12/15/16	12/13/2016	REIMBURSE FOR PAYROLL 12/15/16	\$150,000.00
<b>65342</b>	12/22/2016		<b>CITY OF INDUSTRY-REFUSE</b>	<b>\$10,473.29</b>
	Invoice	Date	Description	Amount
	2695489	12/01/2016	DISP SVC-CITY BUS STOPS	\$4,376.33
	2694922	12/01/2016	DISP SVC-CITY HALL	\$299.47
	2694923	12/01/2016	BOX RENTAL-TONNER CYN (CAMP COURAGE)	\$300.00
	2694924	12/01/2016	DISP SVC-TRES HARMANOS	\$138.38
	2694921	12/01/2016	DISP SVC-TONNER CYN (MAINT YARD)	\$1,121.83
	2694920	12/01/2016	STORAGE BOX FOR RODEO-EXPO CENTER	\$841.76
	2696270	11/30/2016	DISP SVC-1123 HATCHER	\$3,027.04
	2695171-A	12/01/2016	DISP SVC-205 HUDSON	\$184.24
	2695171-B	12/01/2016	DISP SVC-841 7TH AVE	\$184.24
<b>65343</b>	12/22/2016		<b>CNC ENGINEERING</b>	<b>\$156,339.45</b>
	Invoice	Date	Description	Amount
	455173	12/08/2016	WALNUT DR SOUTH WIDENING	\$748.31
	455174	12/08/2016	VALLEY BLVD RECONSTRUCTION	\$11,188.73
	455175	12/08/2016	CLARK AVE WIDENING	\$511.24
	455176	12/08/2016	GENERAL ENGINEERING SVC-CIP	\$33,568.17
	455177	12/08/2016	GENERAL ENGINEERING SVC-MAINT OF CITY	\$34,488.18
	455178	12/08/2016	TONNER CYN PROPERTY	\$6,688.68
	455179	12/08/2016	COLIMA RD WIDENING	\$1,424.01
	455180	12/08/2016	ATLAS-LEGAL DESCRIPTIONS	\$421.38
	455185	12/08/2016	TRES HERMANOS	\$447.20
	455181	12/08/2016	PUENTE VALLEY OPERABLE UNIT PROJECT	\$498.87

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 22, 2016**

Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
455182	12/08/2016	SEWER SYSTEM MAINT-EXPO CENTER	\$831.45
455183	12/08/2016	EXPO CENTER IMPROVEMENTS	\$306.74
455184	12/08/2016	CITY ELECTRICAL FACILITES	\$1,724.70
455186	12/08/2016	SAFETY UPGRADE AT VARIOUS RR CROSSINGS	\$332.58
455187	12/08/2016	TRAFFIC SIGNAL AT DON JULIAN/SIXTH AVE	\$172.47
455188	12/08/2016	SANITATION DISTRICT INTERMODAL FACILITY	\$255.62
455189	12/08/2016	SAN JOSE AVE RECONSTRUCTION	\$2,883.71
455190	12/08/2016	TRAFFIC SIGNAL AT NELSON AVE/SUNSET AVE	\$249.44
455191	12/08/2016	INDUSTRY HILLS MISC MAINT	\$172.47
455192	12/08/2016	PACIFIC PALMS LAUNDRY BLDG ISSUES	\$948.72
455193	12/08/2016	PAINT EVALUATION OF FENCE ALONG TEMPLE	\$7,339.38
455194	12/08/2016	HIGHWAY BRIDGE PROGRAM-AZUSA AVE	\$1,053.22
455195	12/08/2016	FISCAL YEAR BUDGET	\$8,524.79
455196	12/08/2016	VARIOUS ASSIGNMENTS-SA TO IUDA	\$2,919.49
455197	12/08/2016	NEW CUL-DE-SAC EAST OF FAURE AVE	\$2,350.57
455198	12/08/2016	NELSON AVE/PUENTE AVE INTERSECTION	\$166.29
455199	12/08/2016	ARENTH AVE RECONSTRUCTION	\$8,271.96
455200	12/08/2016	RESURFACING OF UNRUH AVE	\$5,737.01
455201	12/08/2016	CARTEGRAPH IMPLEMENT/MGMT	\$466.85
455202	12/08/2016	CITYWIDE CATCH BASIN RETROFIT	\$2,416.86
455203	12/08/2016	COI PAVEMENT MGMT SYSTEM	\$846.91
455204	12/08/2016	GRAND AVE BRIDGE WIDENING	\$335.68
455205	12/08/2016	FULLERTON RD GRADE SEPARATION	\$13,961.84
455206	12/08/2016	FAIRWAY DR GRADE SEPARATION	\$3,107.84
455207	12/08/2016	NOGALES GRADE SEPARATION	\$805.62
455208	12/08/2016	MISC GRADE SEPARATION STUDIES	\$172.47
<b>65344</b>	12/22/2016	<b>CORDOBA CORPORATION</b>	<b>\$114,065.50</b>
Invoice	Date	Description	Amount
216480	11/17/2016	UTILITY ADMINISTRATION SVC-OCT 2016	\$69,065.50
216-481	11/22/2016	REAL ESTATE ADVISORY SVC-OCT 2016	\$45,000.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 22, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
65345	12/22/2016		<b>CORELOGIC INFORMATION</b>	\$192.50
	Invoice	Date	Description	Amount
	81749472	11/30/2016	GEOGRAPHIC PKG-NOV 2016	\$192.50
65346	12/22/2016		<b>DAPEER, ROSENBLIT, AND LITVAK,</b>	\$1,715.60
	Invoice	Date	Description	Amount
	11828	10/31/2016	LEGAL SVC-SHERIFF DEPT	\$703.00
	11829	10/31/2016	LEGAL SVC-AMAR RD DISPENSARY	\$1,012.60
65347	12/22/2016		<b>DIRECTV - FOR BUSINESS</b>	\$7.99
	Invoice	Date	Description	Amount
	30084547892	12/01/2016	RSN FEE	\$7.99
65348	12/22/2016		<b>FIRST AMERICAN DATA TREE, LLC</b>	\$200.00
	Invoice	Date	Description	Amount
	20043651116	11/30/2016	PROPERTY DATA INFORMATION	\$200.00
65349	12/22/2016		<b>FRAZER, LLP</b>	\$33,710.00
	Invoice	Date	Description	Amount
	146262	11/30/2016	COI-PROF SVC FOR NOV 2016	\$12,065.00
	146197	11/30/2016	COI-ACCTG SVC 11/16-11/30/16	\$21,645.00
65350	12/22/2016		<b>GMS ELEVATOR SERVICES, INC</b>	\$138.00
	Invoice	Date	Description	Amount
	00085445	12/01/2016	MONTHLY SVC OF ELEVATOR	\$138.00
65351	12/22/2016		<b>HINDERLITER, DE LLAMAS AND</b>	\$47,002.33
	Invoice	Date	Description	Amount
	0026169-IN	11/21/2016	CONTRACT/AUDIT SALES TAX SVC	\$47,002.33

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 22, 2016**

Check	Date		Payee Name	Check Amount	
<b>CITY.WF.CHK - City General Wells Fargo</b>					
65352	12/22/2016		HISTORICAL RESOURCES, INC.	\$7,192.08	
	Invoice	Date	Description	Amount	
		11/28/16	11/28/2016	AGREEMENT REIMBURSEMENT FOR F&M CREDIT	\$7,192.08
65353	12/22/2016		HOLLYWOOD SOUND SYSTEMS	\$180.00	
	Invoice	Date	Description	Amount	
		356999	12/06/2016	REPAIR-AUDIO EQUIPMENT	\$180.00
65354	12/22/2016		INDUSTRY SECURITY SERVICES	\$39,174.89	
	Invoice	Date	Description	Amount	
		14-19433	12/02/2016	SECURITY SVC-TRES HERMANOS	\$2,187.12
		14-19422	12/02/2016	SECURITY SVC 11/25-12/01/16	\$16,347.51
		14-19361	11/25/2016	SECURITY SVC 11/18-11/24/16	\$17,624.58
		14-19372	11/25/2016	SECURITY SVC-TRES HERMANOS	\$2,355.44
		14-19436	12/02/2016	VEHICLE FUEL-TRES HERMANOS	\$660.24
65355	12/22/2016		JANUS PEST MANAGEMENT	\$580.00	
	Invoice	Date	Description	Amount	
		183091	12/01/2016	PEST SVC-HOMESTEAD	\$580.00
65356	12/22/2016		JEFF PARRIOTT PHOTOGRAPHIC	\$3,192.50	
	Invoice	Date	Description	Amount	
		00497	11/21/2016	PROF SVC-HOMESTEAD	\$3,192.50
65357	12/22/2016		KIMLEY-HORN & ASSOCIATES, INC.	\$8,828.93	
	Invoice	Date	Description	Amount	
		8506231	10/31/2016	TRAFFIC ENG REVIEW-FAIRWAY DR	\$1,105.24
		8527098-1	10/31/2016	ENGINEERING AND TRAFFIC SURVEY	\$5,667.76
		8527105-1	10/31/2016	TRAFFIC ENGINEERING SVC	\$2,055.93
65358	12/22/2016		KLEINFELDER, INC.	\$8,746.52	

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 22, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	001127921	11/07/2016	ENVIRONMENTAL SVC-NOGALES/FULLERTON	\$8,746.52
<b>65359</b>	12/22/2016		<b>L A COUNTY DEPT OF PUBLIC</b>	<b>\$384.00</b>
	Invoice	Date	Description	Amount
	AR0243216-16	11/08/2016	MONITOR B/F DEVICES-EL ENCANTO	\$320.00
	AR0263863-16	11/08/2016	MONITOR B/F DEVICES-CITY HALL	\$64.00
<b>65360</b>	12/22/2016		<b>L A COUNTY DEPT OF PUBLIC</b>	<b>\$15,153.37</b>
	Invoice	Date	Description	Amount
	IN170000374	11/16/2016	ACCIDENT-AUTO MALL WEST @ GALE AVE	\$10,858.72
	IN170000370	11/16/2016	ACCIDENT-CALIFORNIA AVE @ NELSON AVE	\$2,500.66
	IN170000420	11/30/2016	ACCIDENT-FULLERTON @VALLEY BLVD	\$761.74
	IN170000415	11/30/2016	ACCIDENT-TEMPLE @ VINELAND	\$472.61
	IN170000422	11/30/2016	ACCIDENT-NELSON @ PUENTE AVE	\$559.64
<b>65361</b>	12/22/2016		<b>L A COUNTY SHERIFF'S</b>	<b>\$587.08</b>
	Invoice	Date	Description	Amount
	171715NH	11/29/2016	HELICOPTER SVC-OCT 2016	\$587.08
<b>65362</b>	12/22/2016		<b>LA PUENTE VALLEY COUNTY</b>	<b>\$285.43</b>
	Invoice	Date	Description	Amount
	BS;11/16	11/16/2016	WATER MONITORING-BOY SCOUTS RESERVOIR	\$285.43
<b>65363</b>	12/22/2016		<b>MERRITT'S ACE HARDWARE</b>	<b>\$64.09</b>
	Invoice	Date	Description	Amount
	095396	11/17/2016	MISC SUPPLIES-HOMESTEAD	\$21.65
	095369	11/16/2016	MISC SUPPLIES-HOMESTEAD	\$42.44
<b>65364</b>	12/22/2016		<b>METHOD TECHNOLOGIES</b>	<b>\$57.50</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 22, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	35053	11/30/2016	UPDATE CITY WEBSITE	\$57.50
<b>65365</b>	12/22/2016		<b>MOODY'S INVESTORS SERVICE</b>	<b>\$23,500.00</b>
	Invoice	Date	Description	Amount
	P0223574	11/11/2016	SALES TAX REVENUE BOND-SERIES 2016	\$23,500.00
<b>65366</b>	12/22/2016		<b>NORTON ROSE FULBRIGHT US LLP</b>	<b>\$99,403.10</b>
	Invoice	Date	Description	Amount
	11608720	05/23/2016	BOND SVC FOR 2016 REFUNDING BOND-APR 2016	\$20,995.00
	11644634	11/22/2016	BOND SVC FOR 2016 REFUNDING BOND-MAY THRU	\$78,408.10
<b>65367</b>	12/22/2016		<b>PARS</b>	<b>\$300.00</b>
	Invoice	Date	Description	Amount
	35807	11/11/2016	REP FEES	\$300.00
<b>65368</b>	12/22/2016		<b>PASTPERFECT SOFTWARE, INC.</b>	<b>\$540.00</b>
	Invoice	Date	Description	Amount
	2017-35301	11/29/2016	NETWORK LICENSE RENEWAL-HOMESTEAD	\$540.00
<b>65369</b>	12/22/2016		<b>PITNEY BOWES, INC.</b>	<b>\$111.00</b>
	Invoice	Date	Description	Amount
	3100791965	11/30/2016	POSTAGE MACHINE-DEC 2016	\$111.00
<b>65370</b>	12/22/2016		<b>POSTMASTER</b>	<b>\$280.00</b>
	Invoice	Date	Description	Amount
	P.O. BOX #3366	12/01/2016	ANNUAL FEE-PO BOX 3366	\$280.00
<b>65371</b>	12/22/2016		<b>ProcureIT USA, LLC</b>	<b>\$213.87</b>
	Invoice	Date	Description	Amount
	PIT19959	11/15/2016	COMPUTER SUPPLIES	\$213.87



**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 22, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
65372	12/22/2016		RICOH USA, INC.	\$32.19
	Invoice	Date	Description	Amount
	5045712381	11/21/2016	METER READING-FINANCE COPIER	\$32.19
65373	12/22/2016		RICOH USA, INC.	\$275.44
	Invoice	Date	Description	Amount
	52445787	11/20/2016	COPIER LEASE-CODE ENFORCEMENT	\$275.44
65374	12/22/2016		SAN GABRIEL VALLEY NEWSPAPER	\$6,455.28
	Invoice	Date	Description	Amount
	0010867354	11/21/2016	NOTICE INVITING SEALED BIDS	\$2,924.56
	0010867364	11/21/2016	NOTICE INVITING SEALED BIDS	\$3,023.92
	0010869499	11/28/2016	NOTICE OF PUBLIC HEARING	\$506.80
65375	12/22/2016		SOUTH COAST A.Q.M.D.	\$479.21
	Invoice	Date	Description	Amount
	3026949	11/16/2016	ICE EM ELEC GEN DIESEL-CITY HALL	\$354.86
	3030172	11/16/2016	FLAT FEE EMISSIONS-CITY HALL	\$124.35
65376	12/22/2016		STAPLES BUSINESS ADVANTAGE	\$40.15
	Invoice	Date	Description	Amount
	8041941472	11/19/2016	OFFICE SUPPLIES	\$40.15
65377	12/22/2016		SULLY MILLER CONTRACTING	\$558,024.05
	Invoice	Date	Description	Amount
	#3CITY-1421	12/01/2016	VALLEY BLVD RECONSTRUCTION	\$587,393.75
65378	12/22/2016		U.S. NATIONAL BANK	\$29,369.70
	Invoice	Date	Description	Amount
	#3CITY-1421-RET	12/01/2016	RETENTION-VALLEY BLVD RECONSTRUCTION	\$29,369.70

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 22, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
65379	12/22/2016		TELEPACIFIC COMMUNICATIONS	\$896.37
	Invoice	Date	Description	Amount
	84924237-0	11/30/2016	INTERNET SVC-HOMESTEAD	\$896.37
65380	12/22/2016		THE DOLPHIN GROUP, INC.	\$11,000.00
	Invoice	Date	Description	Amount
	30590	11/28/2016	MEDIA CONSULTING-IMC	\$6,000.00
	30592	11/28/2016	MEDIA CONSULTING-EXPO CENTER	\$5,000.00
65381	12/22/2016		THE MORROW LAW FIRM	\$5,000.00
	Invoice	Date	Description	Amount
	11/05/16	11/05/2016	CITY CLERK SVC-OCT 2016	\$5,000.00
65382	12/22/2016		TYLER TECHNOLOGIES, INC.	\$15,660.00
	Invoice	Date	Description	Amount
	045-175866	12/01/2016	ANNUAL SOFTWARE MAINT	\$15,660.00
65383	12/22/2016		VANGUARD CLEANING SYSTEMS,	\$995.00
	Invoice	Date	Description	Amount
	31842	12/01/2016	JANITORIAL SVC-HOMESTEAD FOR DEC 2016	\$995.00
65384	12/22/2016		WEATHERITE SERVICE	\$5,452.00
	Invoice	Date	Description	Amount
	L169028	11/10/2016	A/C MAINT-IMC BLDG	\$164.00
	L169062	10/31/2016	REPLACE PUMP-15660 STAFFORD/15559 RAUSCH	\$5,288.00
65385	12/22/2016		WILLDAN ENGINEERING	\$1,390.00
	Invoice	Date	Description	Amount
	00614733	11/11/2016	ENGINEERING SVC-VARIOUS SITES	\$1,390.00

CITY OF INDUSTRY  
WELLS FARGO BANK  
December 22, 2016

<u>Check</u>	<u>Date</u>	<u>Payee Name</u>	<u>Check Amount</u>
CITY.WF.CHK - City General Wells Fargo			

<u>Checks</u>	<u>Status</u>	<u>Count</u>	<u>Transaction Amount</u>
	Total	79	\$4,079,358.75

*CITY COUNCIL*

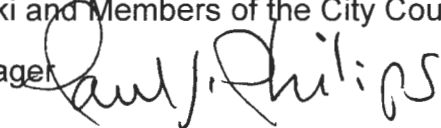
ITEM NO. 6.1



# CITY OF INDUSTRY

Incorporated June 18, 1957

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council  
**FROM:** Paul J. Philips, City Manager   
**DATE:** December 8, 2016  
**SUBJECT:** Calling for the Holding of an All Mail Ballot Election

In anticipation of and preparation for the June 6, 2017 election, it is necessary for the City Council to adopt a resolution calling for the holding of an All Mail Ballot Election to be held on June 6, 2017. Attached please find a copy of Resolution No. CC 2016-81 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CALLING FOR THE HOLDING OF AN ALL MAIL BALLOT ELECTION TO BE HELD ON JUNE 6, 2017, FOR THE ELECTION OF CERTAIN CITY COUNCIL MEMBERS, IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW, THE CITY'S CHARTER AND THE CITY'S MUNICIPAL CODE".

IT IS RECOMMENDED that the City Council adopt Resolution No. CC 2016-81.

**RESOLUTION NO. CC 2016-81**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CALLING FOR THE HOLDING OF AN ALL MAIL BALLOT ELECTION TO BE HELD ON JUNE 6, 2017, FOR THE ELECTION OF CERTAIN CITY COUNCIL MEMBERS, IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW, THE CITY'S CHARTER AND THE CITY'S MUNICIPAL CODE**

**WHEREAS**, pursuant to the provisions set forth in Section 1.12.010 of the City's Municipal Code ("Code"), the City's general municipal election is to be held on the first Tuesday after the first Monday in June of each odd numbered year; and

**WHEREAS**, in accordance with the provisions of the Article III, Section 300 of the City's Charter, the term of office for each Councilmember is four years, and three four-year terms are filled at one general municipal election, and two four-year terms are filled at the subsequent election; and

**WHEREAS**, a General Municipal Election ("Election") for the election of two City Councilmembers shall be held on June 6, 2017.

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

SECTION 1. Pursuant to the requirements of the laws of the State of California, the City's Charter and the City's Code, there is called and ordered to be held in the City of Industry, California, on Tuesday, June 6, 2017, an Election for the purpose of electing two (2) City Council Members, each for a full term of four (4) years.

SECTION 2. The ballots to be used at the Election shall be in form and content as required by law.

SECTION 3. The City's Elections Official is authorized, instructed and directed, to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the Election.

SECTION 4. The Election will be conducted pursuant to Chapter 2 (Conduct of Mail Ballot Elections) of Division 4 (Mail Ballot Elections), commencing with Section 4100 of the California Elections Code, only where not inconsistent with the City's Charter and City ordinances.

SECTION 5. In accordance with Section 4103(a) of the Elections Code, ballots cast in this Election must be returned to the office of the City's Elections Official no later than 8:00 p.m. on Election day. Further, pursuant to the provisions set forth in Sections

4103(b) and 3020(b), ballots cast in the Election must be received in the office of the City's Elections Official via the United States Postal Service or a bona fide private mail delivery company, no later than three days after the date of the Election, so long as the ballot is postmarked on or before the date of the Election, or is time stamped or date stamped by a bona fide private mail delivery company on or before that date; or if the ballot has no postmark, a postmark with no date, or an illegible postmark, the vote by mail ballot identification envelope is date stamped by the City's Elections Official upon receipt of the vote by mail ballot from the United States Postal Service or a bona fide private mail delivery company, and is signed and dated pursuant to Elections Code Section 3011, on or before the date of the Election.

SECTION 6. In all particulars not recited in this Resolution, the Election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7. Notice of the time and place of holding the Election is given and the City's Elections Official is authorized, instructed and directed to give further or additional notice of the Election, in time, form and manner as required by law.

SECTION 8. The City Council hereby authorizes the City's Elections Official to administer the Election and directs that all reasonable and actual election expenses be paid by the City upon presentation of a properly submitted bill.

SECTION 9. The provisions of this resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 10. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**(SIGNATURES AND RECORD OF VOTE ON FOLLOWING PAGE)**

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on December 22, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

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Mark D. Radecki, Mayor

**ATTEST:**

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Diane M. Schlichting, Chief Deputy City Clerk



*CITY COUNCIL*

ITEM NO. 6.2



# CITY OF INDUSTRY

Incorporated June 18, 1957

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council  
**FROM:** Paul J. Philips, City Manager *Paul J. Philips*  
**DATE:** December 8, 2016  
**SUBJECT:** Requesting Specified Services from the County of Los Angeles

In anticipation of and preparation for the June 6, 2017 election, it is necessary for the City Council to adopt a resolution requesting specified election services from the County of Los Angeles. Attached please find a copy of Resolution No. CC 2016-82 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, JUNE 6, 2017".

IT IS RECOMMENDED that the City Council adopt Resolution No. CC 2016-82.

**RESOLUTION NO. CC 2016-82**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, JUNE 6, 2017**

**WHEREAS**, a General Municipal Election is to be held in the City of Industry, California ("City"), on June 6, 2017; and

**WHEREAS**, in the course of conduct of the election it is necessary for the City to request certain services from the County of Los Angeles ("County"); and

**WHEREAS**, all necessary expenses in performing these services shall be paid by the City.

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

SECTION 1. Pursuant to the provisions of California Elections Code Section 10002, the City Council requests the Board of Supervisors of the County to permit the County Election Department to prepare and furnish the following for use in conducting the City's election:

1. The computer record of the names and addresses of all eligible registered voters in the City in order that the City's consultant may:
  - a. Produce labels for vote-by-mail voters;
  - b. Produce labels for sample ballot pamphlets;
  - c. Print rosters of voters and street indexes
2. Voter signature verification services as needed;
3. Make available to the City, election supplies, equipment and assistance necessary to conduct the election in accordance with state law.

SECTION 2. The City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 3. The City Clerk is directed to forward without delay, a copy of this Resolution, to the County Board of Supervisors and to the County Election Department.

SECTION 4. The provisions of this resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on December 22, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

---

Mark D. Radecki, Mayor

**ATTEST:**

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Diane M. Schlichting, Chief Deputy City Clerk

*CITY COUNCIL*

ITEM NO. 6.3



# CITY OF INDUSTRY

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

## MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

From: Paul J. Philips, City Manager *Paul J. Philips*

Staff: Alex Gonzalez, Director of Development Services and Administration  
Troy Helling, Senior Planner *TH*

Date: December 22, 2016

Subject: **(1) Public Hearing-Consideration of an urgency ordinance adopting Title 33 of the Los Angeles County Existing Building Code, incorporating by reference the California Existing Building Code, with local amendments**

**(2) Introduction and consideration of an ordinance adopting Title 33 of the Los Angeles County Existing Building Code, incorporating by reference the California Existing Building Code, with local amendments**

---

### Background

The State of California Building Standards Commission ("BSC") adopts mandatory statewide building laws ("State Building Laws") on a tri-annual basis. In January 2016, the BSC adopted the latest model codes after making amendments based on California requirements. The State Building Laws were published on July 1, 2016.

Local jurisdictions have 180 days after publication, to adopt the State Building Laws, and to make any amendments based on local geographic, topographic, climatic and environmental conditions. The State Building Laws become effective statewide on January 1, 2017. Since incorporation, the City of Industry has adopted the County of Los Angeles Building Laws which both amend and adopt the State Building Laws. On November 22, 2016 the Los Angeles Board of Supervisors adopted Title 33 (Existing Building Code) which adopted the California Existing Building Code with amendments, and made the necessary findings based on geologic conditions. Copies of the County Ordinances are available in the City Clerk's Office for public review.

The adoption by the Los Angeles County Board of Supervisors did not leave sufficient time for the City to adopt the County codes prior to December 31, 2016 unless the City adopts them as an urgency ordinance. Therefore, the City Council will be asked to adopt an Urgency Ordinance to adopt the County's Existing Building Code so that they is is effective on January 1, 2017, as well as introduce a non-urgency Ordinance for adoption at a noticed public

hearing.

### **Staff Analysis**

Chapter 34 of Title 26 Los Angeles County Building Code has been replaced with Title 33 Existing Building Code, and because neither the City nor the County have ever adopted the Existing Building Code, it is now necessary to do so.

### **Environmental Analysis**

This Ordinance has been determined to be exempt from the California Environmental Quality Act pursuant to State Guidelines 15061(b)(3) as a project that has no potential for causing a significant effect on the environment.

The Notice of Public Hearing (Attachment 1) was posted at fire station 118, City Hall and Council Chambers, and published in the San Gabriel Valley Tribune on December 12, 2016.

### **Fiscal Impact**

The adoption of updated building standards will not result in a financial impact to the City of Industry.

### **Recommendation**

Staff recommends that the City Council:

#### **Non-Urgency Ordinance:**

(1) Waive reading of Ordinance No. 799 and read by title only; (2) introduce Ordinance No. 799 - An Ordinance of the City Council of the City of Industry Adopting by Reference, Pursuant to Government Code Section 50022.2, Title 33 of the Los Angeles County Existing Building Code; Incorporating by Reference the California Existing Building Code; and Adopting Local Amendments Thereto, Making Findings for Same; and (3) set the date of January 12, 2017, to conduct a Public Hearing for the adoption of Ordinance No. 799;

#### **Urgency Ordinance:**

(2) Open the public hearing and take public testimony; (2) close the public hearing; (3) read Urgency Ordinance No. 800 U (Attachment 1) by title only; and (4) Adopt Urgency Ordinance No. 800 U An Urgency Ordinance of the City Council of the City of Industry Adopting by Reference, Pursuant to Government Code Section 50022.2, Title 33 of the Los Angeles County Existing Building Code; Incorporating by Reference the California Existing Building Code; and Adopting Local Amendments Thereto, Making Findings for Same, Declaring the Urgency Thereof, and Adopting the Notice of Exemption Regarding same

## **Attachments**

- Attachment 1: Public Hearing Notice
- Attachment 2: Ordinance No. 799 adopting title 33 of the Los Angeles County Existing Building Code, incorporating by reference the California Existing Building Code, with local amendments.
- Attachment 3: Urgency Ordinance No. 800 U, adopting title 33 of the Los Angeles County Existing Building Code, incorporating by reference the California Existing Building Code, with local amendments.



# **Attachment 1**

## **Public Hearing Notice**



# CITY OF INDUSTRY

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

## CITY OF INDUSTRY CITY COUNCIL NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Industry will hold a public hearing on Thursday, December 22, 2016 at 9:00 a.m., in the Council Chambers, 15651 East Stafford Street, City of Industry, California, to consider the following matter:

AN URGENCY ORDINANCE ADOPTING TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE, WITH LOCAL AMENDMENTS

A copy of all relevant material regarding the proposed ordinance is on file in the Office of the City Clerk at City Hall, 15625 E. Stafford Street, City of Industry, CA 91744. All interested persons are invited to inspect the file and to be present to give testimony at the public hearing. Written comments may be sent via U.S. Mail or by hand delivery to the City of Industry, at City Hall, at the address listed above.

If you challenge the nature of the proposed application in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Industry at, or prior to, the public hearing.

A handwritten signature in blue ink that reads "Diane M. Schlichting".

Diane M. Schlichting  
Chief Deputy City Clerk of the City of Industry

## **Attachment 2**

### **Regular Ordinance 799**

ORDINANCE NO. 799

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE; INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME

THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings.

The City Council of the City of Industry (the “City”) adopts this ordinance based upon the following findings and determinations:

(A) Pursuant to California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5, the City Council hereby makes each finding of reasonable necessity for modifications as stated separately in Attachment 1, to the December 22, 2016 City Council Agenda Report for each such modification as identified in Los Angeles County Title 33. These modifications to the California Building Standards Code, incorporating the model codes are reasonably necessary due to the high potential for seismic activity which make structures particularly vulnerable to structural damage.

SECTION 2. CEQA.

Upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for this Ordinance, the City Council hereby finds and determines that this Ordinance does not have the potential for causing a significant effect on the environment. Accordingly, the City Council finds and determines that this Ordinance is exempt from California Environmental Quality Act (“CEQA”, Public Resources Code § 21000 *et seq.*) pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment and thereby the City Council approves and adopt the Notice of Exemption. The City Council further directs Staff to file the Notice of Exemption, as authorized by law.

SECTION 3. Municipal Code Amendment.

Chapter 15.30 (Existing Building Code) of Title of the City of Industry Municipal Code is hereby added to read in its entirety as follows:

**15.30.010 Adoption of existing building code.**

A. The Los Angeles County Building Code, codified as Title 33 of the Los Angeles County Code, as such code may be amended from time to time, except as hereinafter amended by this chapter, is adopted by reference as the existing building code of the city.

B. One copy of the Los Angeles County Existing Building Code shall be at all times maintained in the office of the city clerk for use and examination by the public.

**15.30.020 Definitions.**

Whenever any of the following terms or phrases are used in the Los Angeles County Existing Building Code, each such term or phrase shall be deemed and construed to have the meaning ascribed to it in this section:

- A. "City" shall mean the City of Industry.
- B. "County," "county of Los Angeles" or "unincorporated portion of the county" shall mean the City of Industry
- C. "Electrical code" shall mean Chapter 15.20 of this code.
- D. "Fire code" or "Los Angeles County Fire Code" shall mean Chapter 15.28 of this code.
- E. "General fund" shall mean the city treasury of the city of Industry.
- F. "Health code" or "Los Angeles County Health Code" shall mean Chapter 8.04 of this code.
- G. "Health officer" shall mean the health officer of the city of Industry.
- H. "Mechanical code" shall mean Chapter 15.16 of this code.
- I. "Plumbing code" shall mean Chapter 15.24 of this code. (Ord. 680 § 2, 2002)
- J. "Existing Building code" shall mean Chapter 15.30 of this code.

**15.30.030 Violations and penalties.**

Section 103 of the Los Angeles County Building Code is hereby adopted and amended in part as follows:

103.1 Compliance with Code. No person shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or perform any grading in the city or cause the same to be, contrary to, or in violation of any of the provisions of this Code.

103.2. Violation. No person shall own, use, occupy or maintain any building or structure or portion thereof, in the city, or cause the same to be done, contrary to, or in violation of, any of the provisions of this Code.

103.3 Penalty. Any person violating any of the provisions of this Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty off a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed, continued or permitted, and upon conviction of any such violation such

person shall be punishable by a fine of not more than \$1,000.00 or by imprisonment for not more than six months, or by both such fine and imprisonment. The provisions of this Section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this Code.

103.5 Costs. Any person that violates any provision of this Code shall be responsible for the costs of any and all Code enforcement actions taken by the Building Official in response to such violations. These costs shall be based on the amounts, specified in Sections 107.9 and 107.13 of this Code.

SECTION 4. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

SECTION 5. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission, as required by law.

SECTION 6. Effective Date.

In accordance with California Government Code Section 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 7. Publication.

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

**(RECORD OF VOTE AND SIGNATURES ON FOLLOWING PAGE)**

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on December 22, 2016 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

\_\_\_\_\_  
Mark D. Radecki, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane M. Schlichting, Chief Deputy City Clerk

**Attachment 3**  
**Urgency Ordinance 800 U**



**URGENCY ORDINANCE NO. 800 U**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE; INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME, AND DECLARING THE URGENCY THEREOF**

**THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES ORDAIN AS FOLLOWS:**

SECTION 1. Findings.

The City Council of the City of Industry (the “City”) adopts this ordinance based upon the following findings and determinations:

(A) Pursuant to California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5, the City Council hereby makes each finding of reasonable necessity for modifications as stated separately in Attachment 1, to the December 22, 2016 City Council Agenda Report for each such modification as identified in Los Angeles County Title 33. These modifications to the California Building Standards Code, incorporating the model codes are reasonably necessary due to the high potential for seismic activity which make structures particularly vulnerable to structural damage.

(B) California State law requires localities, such as the City of Industry, to adopt the 2016 California and Existing Building Code and any modifications there to, by January 1, 2017. The City Council finds that it is essential and imperative that the City adopt this Ordinance, adopting by reference the above-listed Los Angeles County Code and modifications necessitated by local geological conditions by that date. The City Council further finds that in the absence of legislation effective by that date, technical codes adequate to meet the City's special circumstances will not be in effect and hazards will be posed which would immediately threaten the public peace, health, and safety. Accordingly, the City Council finds that this Ordinance is necessary, and is adopted for the immediate preservation of public peace, health and safety of the City and its residents.

SECTION 2. CEQA.

Upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for this Ordinance, the City Council hereby finds and determines that this Ordinance does not have the potential for causing a significant effect on the environment. Accordingly, the City Council finds and determines that this Ordinance is exempt from California Environmental Quality Act (“CEQA”, Public Resources Code § 21000 *et seq.*) pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment and thereby the City Council

approves and adopt the Notice of Exemption. The City Council further directs Staff to file the Notice of Exemption, as authorized by law.

SECTION 3. Municipal Code Amendment.

Chapter 15.30 (Existing Building Code) of Title of the City of Industry Municipal Code is hereby added to read in its entirety as follows:

**15.30.010 Adoption of existing building code.**

A. The Los Angeles County Building Code, codified as Title 33 of the Los Angeles County Code, as such code may be amended from time to time, except as hereinafter amended by this chapter, is adopted by reference as the existing building code of the city.

B. One copy of the Los Angeles County Existing Building Code shall be at all times maintained in the office of the city clerk for use and examination by the public.

**15.30.020 Definitions.**

Whenever any of the following terms or phrases are used in the Los Angeles County Existing Building Code, each such term or phrase shall be deemed and construed to have the meaning ascribed to it in this section:

- A. "City" shall mean the City of Industry.
- B. "County," "county of Los Angeles" or "unincorporated portion of the county" shall mean the City of Industry
- C. "Electrical code" shall mean Chapter 15.20 of this code.
- D. "Fire code" or "Los Angeles County Fire Code" shall mean Chapter 15.28 of this code.
- E. "General fund" shall mean the city treasury of the city of Industry.
- F. "Health code" or "Los Angeles County Health Code" shall mean Chapter 8.04 of this code.
- G. "Health officer" shall mean the health officer of the city of Industry.
- H. "Mechanical code" shall mean Chapter 15.16 of this code.
- I. "Plumbing code" shall mean Chapter 15.24 of this code. (Ord. 680 § 2, 2002)
- J. "Existing Building code" shall mean Chapter 15.30 of this code.

**15.30.030 Violations and penalties.**

Section 103 of the Los Angeles County Building Code is hereby adopted and amended in part as follows:

103.1 Compliance with Code. No person shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or perform any grading in the city or cause the same to be, contrary to, or in violation of any of the provisions of this Code.

103.2. Violation. No person shall own, use, occupy or maintain any building or structure or portion thereof, in the city, or cause the same to be done, contrary to, or in violation of, any of the provisions of this Code.

103.3 Penalty. Any person violating any of the provisions of this Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty off a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed, continued or permitted, and upon conviction of any such violation such person shall be punishable by a fine of not more than \$1,000.00 or by imprisonment for not more than six months, or by both such fine and imprisonment. The provisions of this Section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this Code.

103.5 Costs. Any person that violates any provision of this Code shall be responsible for the costs of any and all Code enforcement actions taken by the Building Official in response to such violations. These costs shall be based on the amounts, specified in Sections 107.9 and 107.13 of this Code.

#### SECTION 4. Interim Urgency Ordinance.

Based on the findings set forth in Section 1, above, this ordinance is an interim ordinance adopted as an urgency measure pursuant to Government Code Section 65858, and pursuant to the authority granted to the City in Article 11, Section 7 of the California Constitution, and is for the immediate preservation of the public peace, health and welfare. This ordinance shall take effect on January 1, 2017. This ordinance shall remain in effect for forty-five (45) days from the date of adoption. This ordinance will terminate upon a determination by the City Council supported by substantial evidence that the threat to the public health, safety, and welfare described in Section 1 of this ordinance has been ameliorated, or by the adoption of ordinance or amendments extending or superseding this ordinance.

#### SECTION 5. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

SECTION 6. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission, as required by law.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on December 22, 2016 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

\_\_\_\_\_  
Mark D. Radecki, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane M. Schlichting, Chief Deputy City Clerk

*CITY COUNCIL*

ITEM NO. 6.4



# CITY OF INDUSTRY

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

## MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

From: Paul J. Philips, City Manager *Paul J. Philips*

Staff: Clement N. Calvillo, City Engineer, CNC Engineering *CNC*  
Joshua Nelson, Deputy City Engineer, CNC Engineering *JN*  
Vladislav Skrejev, Survey Manager, CNC Engineering *VS*

Date: December 22, 2016

**SUBJECT: Consideration of Resolution No. CC 2016-83 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ACCEPTING THE PROPERTY LOCATED AT 825 AJAX AVENUE, CITY OF INDUSTRY, CALIFORNIA, FROM BP INDUSTRY AJAX, LLC. (JN-9031)**

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BP Industry Ajax, LLC, a California limited liability company, the owner of the property shown on Parcel Map No. 347, have by the signature of their principal on the map, offered to dedicate to the City of Industry fee interest in real property for street and highway purposes. These dedications must be accepted by the City Council.

Staff recommends that the City Council accept the fee interest in real property for street and highway purposes, and have the map signed and sealed by the Chief Deputy City Clerk, as proof of the City's acceptance.

Exhibit:

- A. Resolution No. CC 2016-83
- B. Parcel Map No. 347 Sheets 1- 4

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PJP/CC/JN/VS:af

**EXHIBIT A**

**Resolution No. CC 2016-83**

[Attached]

**RESOLUTION NO. CC 2016-83**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ACCEPTING DEDICATION OF RIGHT OF WAY AS SHOWN ON PARCEL MAP NO. 347, FOR THE PROPERTY LOCATED AT 825 AJAX AVENUE, CITY OF INDUSTRY, CALIFORNIA, FROM BP INDUSTRY AJAX, LLC**

**WHEREAS**, BP Industry Ajax, LLC has made an irrevocable offer of dedication for public street purposes real property located at 825 Ajax Avenue, City of Industry California ("Property"), as set forth on Parcel Map No. 347, attached hereto as Exhibit A, and incorporated herein by reference; and

**WHEREAS**, the public necessity requires the dedication of public street right of way at the Property; and

**WHEREAS**, pursuant to Government Code Section 7050, the City Council may accept the irrevocable offer of dedication of real property for a public purpose.

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

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

SECTION 2. The City Council hereby accepts on behalf of the public for public street purposes the Property for dedication by BP Industry Ajax, LLC as described in Exhibit "A".

SECTION 3. The City Clerk is directed to affix a certificate to the deed attesting to the adoption of this resolution and record the deed with the Los Angeles County Recorder.

SECTION 4. The provisions of this resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.



**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on December 22, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

---

Mark D. Radecki, Mayor

**ATTEST:**

---

Diane M. Schlichting, Chief Deputy City Clerk

**EXHIBIT B**

**Parcel Map No. 347, Sheets 1 - 4**

[Attached]

NUMBER OF PARCELS - 1  
GROSS AREA = 20.873 ACRES  
NET AREA = 19.858 ACRES

# PARCEL MAP NO. 347

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.  
BEING A SUBDIVISION OF PORTIONS OF LOTS 3 AND 4 OF THE ROWLAND ADDITION NO. 3, AS PER MAP  
RECORDED IN BOOK 6, PAGE 112 OF MAPS, AND A PORTION OF LOT 5 OF TRACT MAP NO. 517 AS PER MAP  
RECORDED IN BOOK 15, PAGE 16 OF MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

THIENES ENGINEERING, INC. BRIAN L. THIENES P.L.S. 5750 FEBRUARY, 2015

**OWNER'S STATEMENT:**

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION, AND WE HEREBY DEDICATE IN FEE SIMPLE TO THE CITY OF INDUSTRY ALL STREETS, HIGHWAYS, AND OTHER PUBLIC RIGHT-OF-WAYS, ALL AS SHOWN ON THE MAP, TOGETHER WITH ALL USES INCIDENT THERETO, INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

BP INDUSTRY AJAX, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

**OWNER'S NOTARY ACKNOWLEDGMENT:**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ ) ss  
ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_  
(INSERT NAME AND TITLE OF THE OFFICER)

A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

NAME PRINTED \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

MY COMMISSION NUMBER \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_ COUNTY

**BENEFICIARY:**

JP MORGAN CHASE BANK, N.A. A NATIONAL BANKING ASSOCIATION, BENEFICIARY UNDER A DEED OF TRUST RECORDED MARCH 4, 2016 AS INSTRUMENT NO. 20160241869, OF OFFICIAL RECORDS.

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

**BENEFICIARY'S NOTARY ACKNOWLEDGMENT:**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ ) ss  
ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_  
(INSERT NAME AND TITLE OF THE OFFICER)

A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

NAME PRINTED \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

MY COMMISSION NUMBER \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_ COUNTY

**SURVEYOR'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE 825 AJAX LLC, ON NOVEMBER OF 2014. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INTENDED, OR THAT THEY WILL BE SET IN SUCH POSITION WITHIN TWENTY FOUR MONTHS FROM THE FILING DATE OF THIS MAP IN COMPLIANCE WITH SECTIONS 65495 AND 65496 OF THE SUBDIVISION MAP ACT AND THAT SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

BRIAN L. THIENES  
P.L.S. NO. 5750  
REG. EXP. 12/31/17

DATE \_\_\_\_\_



**CITY ENGINEER'S STATEMENT:**

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF STATE LAW AND SUBDIVISION ORDINANCES OF THE CITY OF INDUSTRY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

CLEMENT N. CALVILLO, R.C.E. 27743  
REG. EXP. 3/31/2018  
DEPUTY CITY ENGINEER, CITY OF INDUSTRY

DATE \_\_\_\_\_



**SIGNATURE OMISSIONS:**

THE SIGNATURE(S) OF THE PARTIES NAMES HEREINAFTER AS OWNER OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436 (c)(3)(A)(i)-(iii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURE(S) ARE NOT REQUIRED BY THE LOCAL AGENCY.

CAMPO VERDE INCORPORATED, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT RECORDED MAY 3, 1954 AS INSTRUMENT NO. 874 IN BOOK 44474 PAGE 90, O.R.

VALLEY BOULEVARD INDUSTRIAL PARK, A LIMITED PARTNERSHIP, HOLDER OF AN EASEMENT RECORDED AND OCTOBER 15, 1962 AS INSTRUMENT NO. 1659 IN BOOK D-1787 PAGE 941, OF O.R.

ROWLAND AREA COUNTY WATER DISTRICT, A POLITICAL SUBDIVISION, HOLDER OF AN EASEMENT RECORDED JANUARY 15, 1959 AS INSTRUMENT NO. 3725 IN BOOK D-334 PAGE 67, O.R.

SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT RECORDED FEBRUARY 4, 1959 AS INSTRUMENT NO. 4234 IN BOOK D-355 PAGE 391, O.R.

CITY OF INDUSTRY, A MUNICIPAL CORPORATION, HOLDER OF EASEMENTS RECORDED JUNE 16, 1959 AS INSTRUMENT NO. 4210 IN BOOK D-504 PAGE 270, AND APRIL 28, 1965 AS INSTRUMENT NO. 3644 IN BOOK D2884 PAGE 953, AND JANUARY 7, 1992 AS INSTRUMENT NO. 92-32625 AND JULY 14, 2000 AS INSTRUMENT NO. 00-1078691, ALL OF O.R.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF EASEMENTS RECORDED JUNE 18, 1959 AS INSTRUMENT NO. 3466 IN BOOK D-507 PAGE 65, JUNE 22, 1959 AS INSTRUMENT NO. 3568 IN BOOK D-510 PAGE 460, DECEMBER 15, 1960 AS INSTRUMENT NO. 2632 IN BOOK D-1005 PAGE 903, JANUARY 25, 1971 AS INSTRUMENT NO. 2973 IN BOOK D-4952 PAGE 526 AND NOVEMBER 9, 1992 AS INSTRUMENT NO. 92-2074484, ALL OF O.R.

VERIZON CALIFORNIA INC., A CALIFORNIA CORPORATION, HOLDER OF EASEMENT JUNE 24, 1959 AS INSTRUMENT NO. 3006 IN BOOK D-513 PAGE 256, OF O.R.

CITY OF INDUSTRY INDUSTRIAL PARK, A LIMITED PARTNERSHIP, HOLDER OF AN EASEMENT RECORDED APRIL 7, 1964 AS INSTRUMENT NO. 1481, O.R.

CITY OF INDUSTRY, A MUNICIPAL CORPORATION, HOLDER OF EASEMENTS RECORDED SEPTEMBER 22, 1976 AS INSTRUMENT NO. 4260 AND JANUARY 7, 1992 AS INSTRUMENT NO. 92-32626, BOTH OF O.R.

**CITY CLERK'S CERTIFICATE:**

I, DIANE SCHLICHTING, CHIEF DEPUTY, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, DO HEREBY CERTIFY THAT THIS MAP WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF INDUSTRY AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015, AND THAT THEREUPON SAID CITY COUNCIL, DID BY AN ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP AND ACCEPT ON BEHALF OF THE CITY OF INDUSTRY THE INTEREST IN REAL PROPERTY CONVEYED HEREIN FOR ALL STREETS, HIGHWAYS AND OTHER PUBLIC RIGHT-OF-WAYS, ALL AS SHOWN ON THE MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

DIANE SCHLICHTING, CHIEF DEPUTY CITY CLERK, CITY OF INDUSTRY



NUMBER OF PARCELS = 1  
 GROSS AREA = 20.873 ACRES  
 NET AREA = 19.858 ACRES

SHEET 2 OF 4 SHEETS

# PARCEL MAP NO. 347

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

THIENES ENGINEERING, INC. BRIAN L. THIENES P.L.S. 5750 FEBRUARY, 2015

### MONUMENT & ESTABLISHMENT NOTES:

- [1] FOUND SPIKE & WASHER STAMPED "LS 4189", FLUSH, PER CITY OF INDUSTRY CENTERLINE TIE SHEET J-212; ACCEPTED AS THE CENTERLINE INTERSECTION OF RADECKI COURT AND ROWLAND STREET.
- [2] FOUND SPIKE & WASHER STAMPED "LS 4189", FLUSH, PER CITY OF INDUSTRY CENTERLINE TIE SHEET J-214; ACCEPTED AS THE BC IN THE CENTERLINE OF ROWLAND STREET.
- [3] FOUND SPIKE & WASHER STAMPED "LS 4189", FLUSH, PER CITY OF INDUSTRY CENTERLINE TIE SHEET J-215; ACCEPTED AS THE EC IN THE CENTERLINE OF ROWLAND STREET.
- [4] FOUND SPIKE & WASHER STAMPED "LS 4189", FLUSH, PER CITY OF INDUSTRY CENTERLINE TIE SHEET J-214; ACCEPTED AS THE BC IN THE CENTERLINE OF ROWLAND STREET.
- [5] FOUND SPIKE & WASHER STAMPED "LS 4189", FLUSH, PER CITY OF INDUSTRY CENTERLINE TIE SHEET J-216; ACCEPTED AS THE EC IN THE CENTERLINE OF ROWLAND STREET.
- [6] FOUND 1" IRON PIPE TAGGED "RCE 27743", DOWN 0.1"; PER CITY OF INDUSTRY CENTERLINE TIE SHEET J-81; ACCEPTED AS THE CENTER OF CUL-DE-SAC OF AJAX AVENUE.
- [7] FOUND 1" IRON PIPE TAGGED "RCE 27743", DOWN 0.1"; PER CITY OF INDUSTRY CENTERLINE TIE SHEET J-221; ACCEPTED AS THE BC IN THE CENTERLINE OF AJAX AVENUE.
- [8] FOUND 1" IRON PIPE TAGGED "RCE 27743", DOWN 0.1"; PER CITY OF INDUSTRY CENTERLINE TIE SHEET J-220; ACCEPTED AS THE EC IN THE CENTERLINE OF AJAX AVENUE.
- [9] FOUND 1" IRON PIPE TAGGED "RCE 27743", FLUSH, PER CITY OF INDUSTRY CENTERLINE TIE SHEET J-219; ACCEPTED AS THE BC IN THE CENTERLINE OF AJAX AVENUE.
- [10] FOUND 1" IRON PIPE TAGGED "RCE 27743", DOWN 0.1"; PER CITY OF INDUSTRY CENTERLINE TIE SHEET J-219; ACCEPTED AS THE EC IN THE CENTERLINE OF AJAX AVENUE.
- [11] SOUTHERLY PROLONGATION OF CENTERLINE OF AJAX AVENUE BETWEEN [8] AND [7].
- [12] CENTERLINE OF ROWLAND STREET; ESTABLISHED BY HOLDING TANGENT FROM A CURVE IN THE CENTERLINE OF ROWLAND STREET FROM [4] AND [5].
- [13] INTERSECTION OF [11] AND [12].
- [14] SEARCHED, FOUND NOTHING. CENTERLINE INTERSECTION OF AJAX AVENUE AND ROWLAND STREET. ESTABLISHED BY HOLDING RECORD DISTANCE OF 10.00' ALONG [12] FROM [13].
- [15] WESTERLY LINE OF LOT 4 OF R1; ESTABLISHED BEING PARALLEL WITH AND DISTANT WESTERLY 610.00' MEASURED AT RIGHT ANGLES FROM CENTERLINE OF AJAX AVENUE PER R3.
- [16] EASTERLY LINE OF R2; ESTABLISHED BEING PARALLEL WITH AND DISTANT WESTERLY 226.00' MEASURED AT RIGHT ANGLES FROM [15] PER R2.
- [17] NORTHERLY LINE OF PARCELS 19 AND 20 OF R4; ESTABLISHED BEING PARALLEL WITH AND DISTANT NORTHERLY 270.00' MEASURED AT RIGHT ANGLES FROM OLD CENTERLINE OF ROWLAND STREET PER R4.
- [18] SOUTHERLY R/W LINE OF SAN JOSE CREEK AND NORTHERLY LINE OF R7; ESTABLISHED BY RECORD DATA PER R7 AND FOUND MONUMENTS.
- [19] ANGLE POINT IN THE EASTERLY LINE OF PARCEL 1 OF R2; ESTABLISHED BY HOLDING RECORD DISTANCE OF 980.30' FROM THE OLD CENTERLINE OF ROWLAND STREET PER R2.
- [20] FOUND 1" IRON PIPE WITH ILLEGIBLE TAG, DOWN 0.2"; ACCEPTED AS SAME 1" IRON PIPE, TAGGED "RCE 27743" PER CITY OF INDUSTRY TIE J-8A ACCEPTED AS THE CENTERLINE INTERSECTION OF LAWSON STREET AND ROWLAND STREET.
- [21] FOUND 2" IRON PIPE, TAGGED "LACFCO"; NO REF.; ACCEPTED AS POINTS AT BC'S AND EC'S ON SOUTHERLY LINE SAN JOSE CREEK.

### EXISTING EASEMENTS:

- [1] AN EASEMENT TO CAMPO VERDE FOR IRRIGATION AND ACCESS PURPOSES RECORDED MAY 3, 1954, AS INSTRUMENT NO. 874 IN BOOK 44474, PAGE 90, OF OFFICIAL RECORDS. (IRRIGATION PLOTTED HEREON AS 1A) (ACCESS PLOTTED HEREON AS 1B)
- [2] AN EASEMENT TO CITY OF INDUSTRY FOR STREET, HIGHWAY, UTILITIES AND STREET TREE PURPOSES RECORDED SEPTEMBER 22, 1976 AS INSTRUMENT NO. 4280, OF OFFICIAL RECORDS.
- [3] AN EASEMENT TO VALLEY BOULEVARD INDUSTRIAL PARK FOR ROAD, SEWER AND UTILITY PURPOSES RECORDED OCTOBER 15, 1962 AS INSTRUMENT NO. 1659 IN BOOK D-1787 PAGE 941, OF OFFICIAL RECORDS.
- [4] AN EASEMENT TO CITY OF INDUSTRY FOR STREET AND PUBLIC HIGHWAY PURPOSES RECORDED JANUARY 7, 1992 AS INSTRUMENT NO. 92-32626, OF OFFICIAL RECORDS.
- [5] AN EASEMENT TO ROWLAND AREA COUNTY WATER DISTRICT FOR WATER SERVICE PURPOSES RECORDED JANUARY 15, 1959 AS INSTRUMENT NO. 3725 IN BOOK D-334 PAGE 67, OF OFFICIAL RECORDS.
- [6] AN EASEMENT TO SOUTHERN CALIFORNIA GAS COMPANY FOR CONDUITS PURPOSES RECORDED FEBRUARY 4, 1959 AS INSTRUMENT NO. 4234 IN BOOK D-355 PAGE 391, OF OFFICIAL RECORDS.
- [7] AN EASEMENT TO CITY OF INDUSTRY FOR SANITARY SEWERS PURPOSES RECORDED JUNE 16, 1959 AS INSTRUMENT NO. 4210 IN BOOK D-504 PAGE 270, OFFICIAL RECORDS.
- [8] AN EASEMENT TO CITY OF INDUSTRY FOR SANITARY SEWERS AND APPURTENANT STRUCTURES PURPOSES RECORDED APRIL 28, 1965 AS INSTRUMENT NO. 3544 IN BOOK D2884 PAGE 953, OFFICIAL RECORDS.
- [9] AN EASEMENT TO CITY OF INDUSTRY FOR PUBLIC UTILITIES PURPOSES RECORDED JANUARY 7, 1992 AS INSTRUMENT NO. 92-32625, OFFICIAL RECORDS.
- [10] AN EASEMENT TO CITY OF INDUSTRY FOR SANITARY SEWER INGRESS AND EGRESS PURPOSES RECORDED JULY 14, 2000 AS INSTRUMENT NO. 00-1078691, OFFICIAL RECORDS.
- [11] AN EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR POLE LINES AND CONDUITS PURPOSES RECORDED JUNE 18, 1959 AS INSTRUMENT NO. 3466 IN BOOK D-507 PAGE 65, OFFICIAL RECORDS.
- [12] AN EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR POLE LINES PURPOSES RECORDED JUNE 22, 1959 AS INSTRUMENT NO. 3566 IN BOOK D-510 PAGE 460, OFFICIAL RECORDS.
- [13] AN EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR POLE LINES PURPOSES RECORDED DECEMBER 19, 1960 AS INSTRUMENT NO. 2632 IN BOOK D-1068 PAGE 803, OFFICIAL RECORDS.
- [14] AN EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR UNDERGROUND CONDUITS, POLE GUYS AND VAULTS PURPOSES RECORDED JANUARY 25, 1971 AS INSTRUMENT NO. 2973 IN BOOK D-4952 PAGE 526, OFFICIAL RECORDS.
- [15] AN EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR UTILITIES PURPOSES RECORDED NOVEMBER 9, 1992 AS INSTRUMENT NO. 92-2074484, OFFICIAL RECORDS.
- [16] AN EASEMENT TO VERIZON CALIFORNIA FOR POLE LINES AND CONDUITS PURPOSES RECORDED JUNE 24, 1959 AS INSTRUMENT NO. 3006 IN BOOK D-513 PAGE 258, OF OFFICIAL RECORDS.
- [17] AN EASEMENT TO CITY OF INDUSTRY INDUSTRIAL PARK FOR ROAD AND UTILITY PURPOSES RECORDED APRIL 7, 1964 AS INSTRUMENT NO. 1481, OF OFFICIAL RECORDS.

### BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCS83), ZONE 5, NORTH AMERICAN DATUM 1983 (NAD83) BASED LOCALLY ON CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) "AZU1" AND "EWPP" AS SHOWN HEREON (BASIS OF BEARINGS: N 86°07'07.038" W). ALL BEARINGS SHOWN HEREON ARE GRID BEARINGS.

COORDINATES SHOWN ARE BASED ON NAD83, CCS83, ZONE 5, 2010.0 EPOCH, AS FURNISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC) AND PUBLISHED WITH THE NATIONAL GEODETIC SURVEY (NGS). ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY A COMBINATION FACTOR 0.9999922118 DERIVED LOCALLY AT [5] A SPIKE AND WASHER IN THE CENTERLINE OF ROWLAND STREET, LAT. 34°00'04.711076920" NORTH, LONG. 117°54'52.858914446" WEST.

THE MAPPING ANGLE AT FOUND SPIKE AND WASHER [5] IS 0°02'55.074072569".

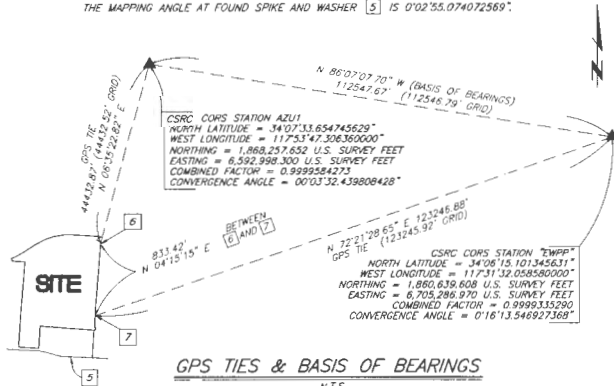
### LEGEND:

- ( ) INDICATES RECORD PER MAP REFERENCE.
- INDICATES FOUND MONUMENT AS NOTED.
- INDICATES SET 1" IRON PIPE, TAGGED "LS 5750", FLUSH.
- △ INDICATES SET SPIKE & WASHER, STAMPED "LS 5750", FLUSH.
- ⊞ INDICATES PLOTTED EXISTING EASEMENT

NOTE:  
 IN THE EVENT THE ABOVE TYPE OF MONUMENT CANNOT BE SET DUE TO UNFORSEEN CIRCUMSTANCES, THEN A SPIKE AND WASHER STAMPED "LS 5750" WILL BE SET FLUSH IN ASPHALT SURFACE OF 2" OR MORE IN THICKNESS OR A LEAD & TACK, TAGGED "LS 5750" WILL BE SET FLUSH IN CONCRETE.

### MAP AND OTHER REFERENCES:

R1	MAP OF ROWLAND ADDITION NO. 3	M.B.	6/112
R2	PARCEL MAP NO. 48	P.M.B.	49/11
R3	PARCEL MAP NO. 10	P.M.B.	49/12
R4	PARCEL MAP NO. 272	P.M.B.	249/40-56
R5	PARCEL MAP NO. 283	P.M.B.	261/51-52
R6	PARCEL MAP NO. 331	P.M.B.	353/5-8
R7	CERTIFICATE OF COMPLIANCE	REC. 7/14/2000	INST. NO. 00-1078690, O.R.
R8	TRACT MAP NO. 517	M.B.	15/16
R9	OUTCLAIM DEED	REC. 3/09/1970	INST. NO. 950, O.R.
R10	GRANT DEED	REC. 6/11/2009	INST. NO. 2009-0879375, O.R.

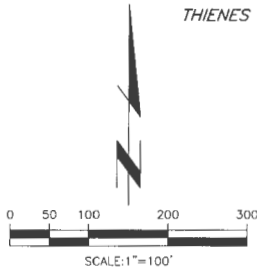


NUMBER OF PARCELS = 1  
 GROSS AREA = 20.873 ACRES  
 NET AREA = 19.858 ACRES

SHEET 3 OF 4 SHEETS

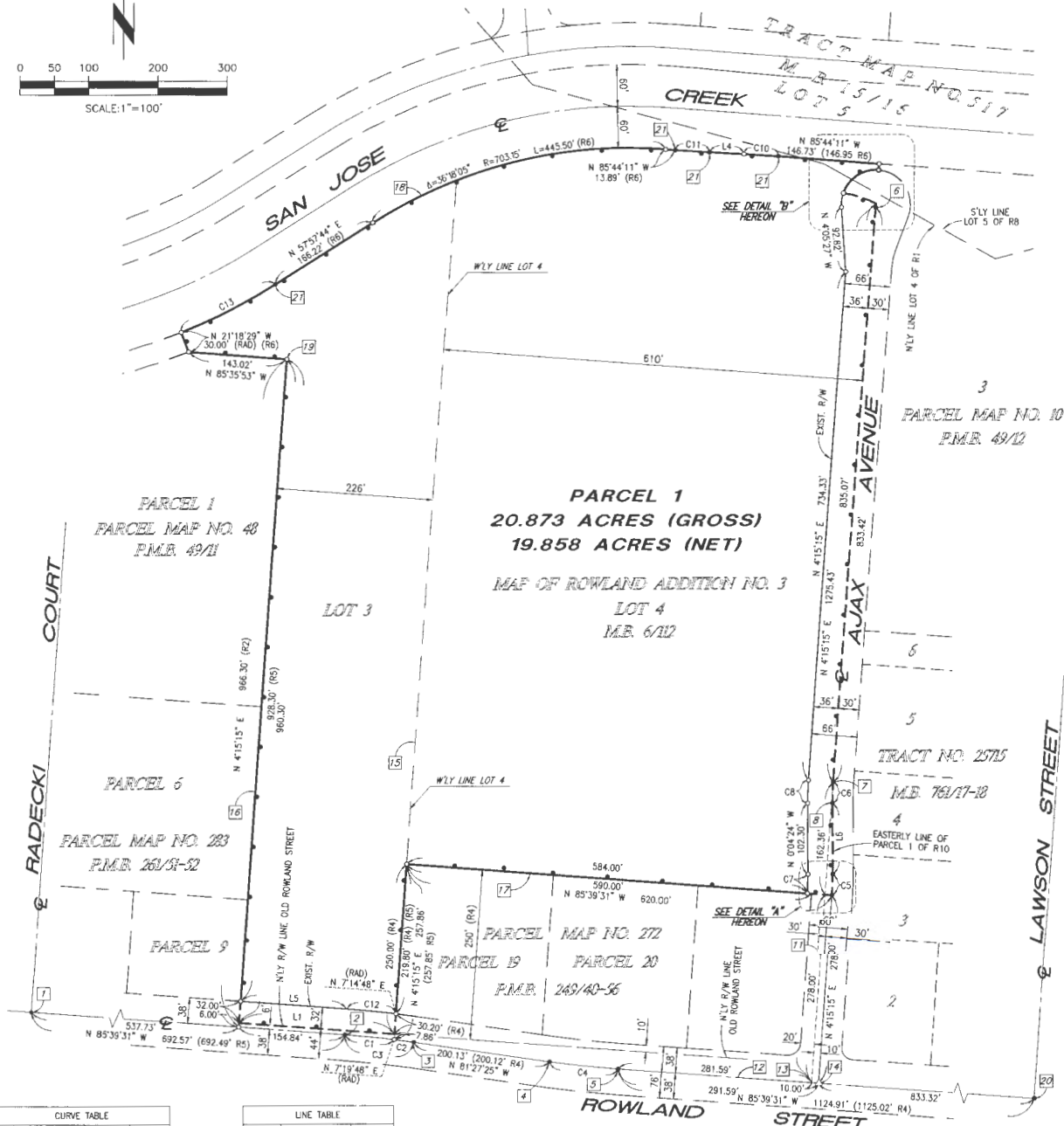
# PARCEL MAP NO. 347

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.  
 THIENES ENGINEERING, INC. BRIAN L. THIENES P.L.S. 5750 FEBRUARY, 2015



**LEGEND:**

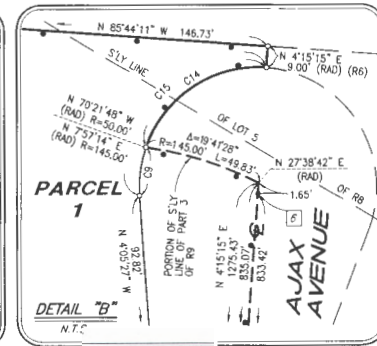
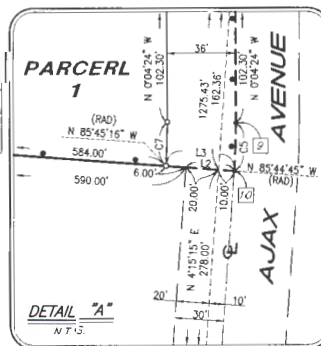
INDICATES THE BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP.



CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	2°59'19"	1365.00'	71.20' (71.12' R5)
C2	1°12'47"	1365.00'	28.90'
C3	4°12'47"	1365.00'	100.10' (R4)
C4	4°12'38"	1365.00'	100.10' (R4)
C5	4°19'39"	400.00'	30.21' (30.20' R3&R6)
C6	4°19'39"	400.00'	30.21' (30.20' R3&R6)
C7	4°19'08"	364.00'	27.44'
C8	4°19'39"	436.00'	32.93'
C9	2°34'39"	50.00'	20.71'
C10	1°25'56"	2000.14'	50.00' (R6)
C11	1°25'56"	2000.14'	50.00' (R6)
C12	2°54'19"	1403.00'	71.14' (71.06' R5)
C13	10°45'47"	617.12'	153.02' (152.84' R8)
C14	74°37'03"	50.00'	65.12' (65.1' R6)
C15	98°20'42"	50.00'	85.82'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 85°39'31" W	226.00'
L2	N 85°39'31" W	30.00'
L3	N 85°39'31" W	38.00'
L4	N 87°10'07" W	50.02' (R6)
L5	N 85°39'31" W	154.89' (154.97' R5)
L6	N 0°04'24" W	102.30' (102.36' R3)

NOTE: SEE SHEET 2 FOR MONUMENT & ESTABLISHMENT NOTES.  
 SEE SHEET 4 FOR EXISTING EASEMENTS.

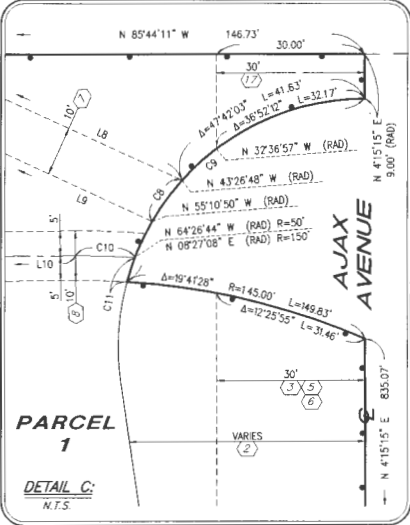
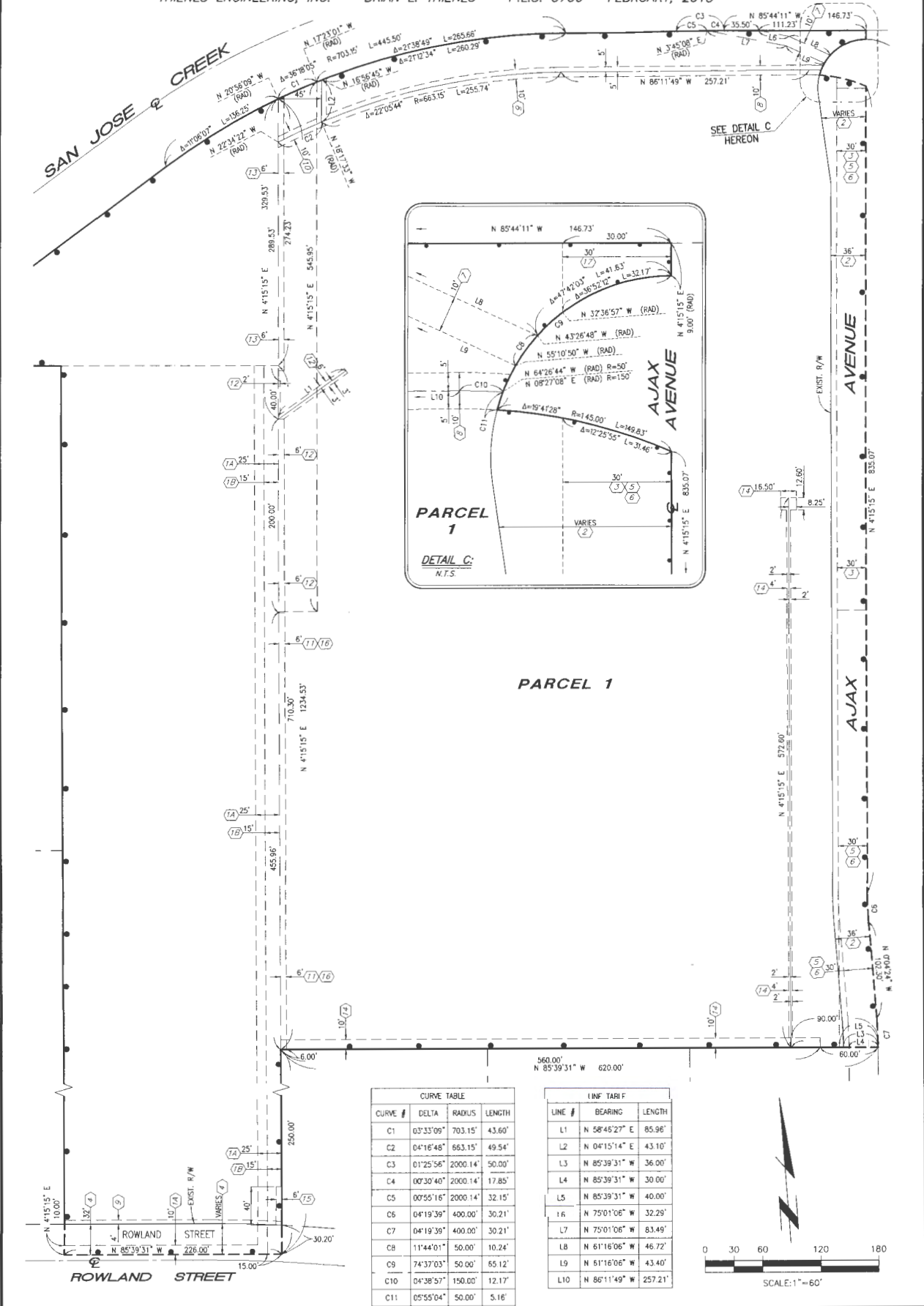


NUMBER OF PARCELS = 1  
 GROSS AREA = 20.873 ACRES  
 NET AREA = 19.858 ACRES

SHEET 4 OF 4 SHEETS

# PARCEL MAP NO. 347

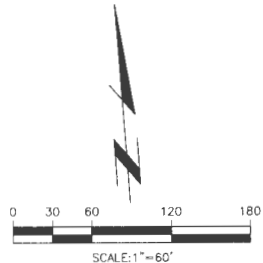
IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.  
 THIENES ENGINEERING, INC. BRIAN L. THIENES P.L.S. 5750 FEBRUARY, 2015



PARCEL 1

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	03°33'09"	703.15'	43.60'
C2	04°16'48"	863.15'	49.54'
C3	01°25'56"	2000.14'	50.00'
C4	00°30'40"	2000.14'	17.85'
C5	00°55'16"	2000.14'	32.15'
C6	04°19'39"	400.00'	30.21'
C7	04°19'39"	400.00'	30.21'
C8	11°44'01"	50.00'	10.24'
C9	74°37'03"	50.00'	65.12'
C10	04°38'57"	150.00'	12.17'
C11	05°55'04"	50.00'	5.16'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 58°45'27" E	85.96'
L2	N 04°15'14" E	43.10'
L3	N 85°39'31" W	36.00'
L4	N 85°39'31" W	30.00'
L5	N 85°39'31" W	40.00'
L6	N 75°01'06" W	32.29'
L7	N 75°01'06" W	83.49'
L8	N 61°16'06" W	46.72'
L9	N 61°16'06" W	43.40'
L10	N 86°11'49" W	257.21'



*CITY COUNCIL*

ITEM NO. 6.5



# CITY OF INDUSTRY

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

## MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

From: Paul J. Philips, City Manager *Paul J. Philips*

Staff: Alex Gonzalez, Director of Development Services and Administration *AG*  
Troy Helling, Senior Planner *TH*

Date: December 22, 2016

**SUBJECT: Consideration of a Bailment Agreement with the County of Los Angeles for the Use of Vehicles by the Los Angeles County Sheriff's Department**

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The City of Industry seeks to enter into a new Bailment Agreement with Los Angeles County for the use of six (6) vehicles by the Los Angeles County Sheriff's Department Industry Station Youth Activities League. The six (6) vehicles listed in the Agreement have been inspected in the last thirty (30) days by the City, and have been found to be in proper working order. The vehicles are currently in possession of the Los Angeles County Sheriffs' Industry Youth Activities League, and it is requested that the attached Bailment Agreement be approved to allow the continued use of the vehicles for an additional six (6) years.

It is in the best interest of the City to continue the bailment of vehicles with the Los Angeles County Sheriffs' Industry Youth Activities League, as these vehicles are used to support program activities for at-risk youths in surrounding communities.

The vehicles will remain the property of the City of Industry, and the vehicles will return to the City at the conclusion of the Bailment Agreement.

### Exhibits

A. Bailment Agreement by and between County of Los Angeles and City of Industry

---

PJP:AG:TH:mk



**EXHIBIT A**

**Bailment Agreement by and between County of Los Angeles and the city of Industry**

[Attached]

**BAILMENT AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND CITY OF INDUSTRY**

This Bailment Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the County of Los Angeles ("County") and the City of Industry.

1. **Bailment of Property:** The City of Industry hereby bails the following vehicles to the County for the exclusive use of the Los Angeles County Sheriff's Department ("Department"):

2007 Ford F-150 pick-up truck, Vehicle Identification Number 1FTPW125X7FA20114  
2007 Ford F-150 pick-up truck, Vehicle Identification Number 1FTPW12537KB04119  
2008 Ford F-150 pick-up truck, Vehicle Identification Number 1FTPW12598FB39032  
2010 Ford F-150 pick-up truck, Vehicle Identification Number 1FTEW1C87AKE16712  
2008 Ford F-350 passenger van, Vehicle Identification Number 1FBSS31L98DA64642  
2003 Chevrolet passenger van, Vehicle Identification Number 1GAHG39U631123962

(collectively, "Vehicles")

2. **Term of Bailment:** The term of this Agreement shall be for six (6) years, commencing upon execution by the County Board of Supervisors, unless sooner terminated or extended, in whole or in part, as set forth herein.

3. **Safekeeping and Maintenance:** County shall exercise due care for the safekeeping of the Vehicles. County has the right to inspect said Vehicles prior to acceptance. The City of Industry shall assume responsibility for ensuring that the Vehicles have been inspected or otherwise tested in accordance with the laws of the State of California and the United States. County shall inspect the Vehicles upon delivery and by acceptance thereof finds the Vehicles are in good working order and condition. The City of Industry shall maintain the Vehicles in good working order and condition, ensure proper servicing, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Vehicles. The City of Industry shall pay for normal maintenance, repair, and service required for the proper operation of the Vehicles. County shall pay for all fuel, washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicles. County will provide, install, and maintain all required law enforcement equipment including voice radios, lights, sirens and graphics on the Vehicles. All required law enforcement equipment installed by County will be removed from the Vehicle prior to return of the Vehicles to the City of Industry.

4. **Indemnification:** County agrees to indemnify and defend the City of Industry from any and all liability, losses, or damages the City of Industry may suffer and from any claims, demands, costs, or judgments against the City of Industry arising out of

County's use or operation of the City of Industry's Vehicles. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.

5. **Titles:** Legal title to the Vehicles is, and shall at all times, remain in the name of the City of Industry. County shall hold title as the registered owner only. The Vehicles shall not be transferred or delivered by County to any persons other than the City of Industry without the City of Industry's prior written consent.

6. **Cost:** Except as otherwise set forth in this Agreement, County's use of the Vehicles shall be at no cost.

7. **Inspection by County:** County agrees to allow the City of Industry to inspect the Vehicles or otherwise observe them at such times and locations as mutually agreed upon. County shall provide the City of Industry with such mileage, safety, operating, and other information, or copies of any such records maintained by County with respect to the Vehicles as the City of Industry or any government agency may require from time to time.

8. **Use of Vehicle:** County may use the Vehicles for any lawful purpose, including use in connection with investigations and law enforcement activities in all areas under the County's jurisdiction. County shall not use or operate the Vehicles in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall County disconnect the Vehicles' odometers or other mileage recording devices. Nor shall the Vehicles be used or operated as follows:

- a) In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
- b) For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. **Risk of Loss:** County shall assume all risks of loss to the Vehicles:

- a) From the time the Vehicles are delivered by the City of Industry to County and upon inspection and acceptance by County.
- b) Until the Vehicles are returned to the City of Industry at its place of business.

Upon inspection/acceptance of the Vehicles, County shall be responsible for any and all damages to the Vehicles except those resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.

In the event of damages to a Vehicle, County shall notify the City of Industry to that

effect and follow such instructions that the City of Industry may provide with respect to repair or disposal of the Vehicle. If a Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the City of Industry agreement as to such condition), County shall properly notify the City of Industry thereof and hold any wreckage for disposal by the City of Industry. With respect to any loss, theft, or destruction of a Vehicle, County and the City of industry shall negotiate the value for a comparably equipped vehicle in a condition similar to the lost, stolen, or destroyed Vehicle immediately prior to any such loss.

10. **Termination:** Either party may terminate this Agreement by giving five (5) calendar days advance written notice to the other party. Upon termination of this Agreement, County shall immediately return the Vehicles to the City of Industry.

11. **Amendments:** No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

12. **Notices:** All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Los Angeles County Sheriff's Department  
Attn: Communications and Fleet Management Bureau  
1277 North Eastern Avenue  
Los Angeles, CA 90063

City of Industry  
Attn: Paul Phillips, City Manager  
15625 East Stafford Street #100  
City of Industry, CA 91744

13. **Independent Contractor:** This Agreement is by and between County and the City of Industry and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and the City of Industry. The employees and agents of one party shall not be construed to be employees and agents of the other party.

14. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The City of Industry agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and

consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

15. **Validity and Waiver:** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16. **Assignment:** A party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

17. **Publicity:** Neither party shall identify the other party as a joint venture or partner or otherwise characterize the arrangement between them as anything other than a bailment.

18. **Authorization Warranty:** The City of Industry represents and warrants that the person executing this Agreement for the City of Industry is an authorized agent who has actual authority to bind the City of Industry to each and every term, condition, and obligation of this Agreement and that all requirements of the City of Industry have been fulfilled to provide such actual authority.

19. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11 of this Agreement.

[Continued on following page for signatures]

**BAILMENT AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND CITY OF INDUSTRY**

**IN WITNESS WHEREOF**, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board, and the City of Industry has executed this Agreement, or caused it to be executed on its behalf, by its duly authorized officer.

COUNTY OF LOS ANGELES

CITY OF INDUSTRY

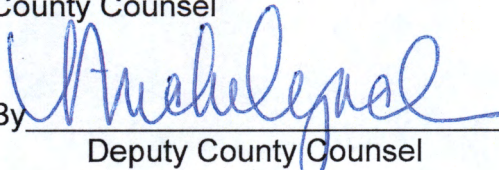
By \_\_\_\_\_  
Chair, Board of Supervisors

By \_\_\_\_\_  
Paul Phillips, City Manager

ATTEST:  
Lori Glasgow  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Mary C. Wickham  
County Counsel

By  \_\_\_\_\_  
Deputy County Counsel

*CITY COUNCIL*

ITEM NO. 6.6



# CITY OF INDUSTRY

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

## MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager *Paul J. Philips*

STAFF: Alex Gonzalez, Director of Development Services and Administration *AG*  
Lisette Calleros, Funding Program Consultant, Avant Garde

DATE: December 22, 2016

SUBJECT: **Consideration of a Funding Agreement between the City of Industry and the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Westbound Grand Avenue Off-Ramp to SR-60 Freeway Project**

---

In connection with the Westbound Grand Avenue Off-Ramp to SR-60 Freeway Project, it is necessary for the City of Industry to execute a Funding Agreement with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the use of City acquired grant funds. The agreement specifies the terms, project funding, scope of work, project schedule, reporting requirements and expenditure guidelines.

As part of the 2013 Metro Call for Projects, the LACMTA Board of Directors authorized a grant of Proposition C 25% funds to the City at its September 26, 2013 meeting, subject to the terms and conditions contained in the Funding Agreement. On August 25, 2016, the LACMTA Board approved the reprogramming of project funds from FY 17/18 and FY 18/19 to FY 16/17 (\$3,411,780) and FY 17/18 (\$6,036,001) respectively.

The estimated cost for this project is \$22.5 million. The City of Industry secured grant funds through the Metro Call for Projects in the amount of \$9,447,781 and the Federal Highway Administration (FHWA) TIGER Discretionary Grant program in the amount of \$10 million for a combined 86% share in project costs. The remaining 14% share is to be funded from the Successor Agency in the amount of approximately \$3,059,630; which is designated in bond proceeds for listed items on the Recognized Obligation Payment Schedule (ROPS).

The City is the recipient of the TIGER and Metro Call for Project funds, while the Successor Agency is providing the matching funds. A Memorandum of Understanding is being prepared between the City and the Successor agency outlining the arrangement for processing of payments relative to a Cooperative Agreement with Caltrans, TIGER Grant



Agreement with FHWA, and use of Successor Agency funds. This item will be presented for Council and Agency consideration under a separate item at a later meeting.

For the purpose of constructing the project, the City and Successor Agency entered into a Cooperative Agreement with California Department of Transportation (Caltrans) to advertise, award, and administer the project. Caltrans has managed the bid process, contractor selection and is administering all aspects of the construction contract. The project proposes to construct improvements to the SR-60/SR-57 Confluence. The major items of work include extending a southbound SR-57 lane to the Grand off-ramp, reconstructing the westbound on and off-ramps to Grand Avenue, and reconstructing the westbound SR-60 Grand Avenue interchange.

The following table summarizes the breakdown of the funding sources for the project. Final payment will be based upon the actual construction and administration costs incurred by Caltrans.

**Project Funding:**

TIGER Grant Funds	\$10,000,000	
Metro Grant Funds	\$9,447,781	
Local Funds	\$3,059,630	Successor Agency to the Industry Urban- Development Agency*
<b>Total</b>	<b>\$22,507,411</b>	

The Funding Agreement has been reviewed by staff and legal counsel of the City of Industry and is found to be in order.

It is hereby recommended that the City Council approve and execute the Funding Agreement as well as Attachment F: Project Readiness Certification

Exhibits

- A. Funding Agreement between the City of Industry and the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Westbound Grand Avenue Off-Ramp to SR-60 Freeway Project

---

PJP:AG:LC:mk

**EXHIBIT A**

Funding Agreement between the City of Industry and the Los Angeles County  
Metropolitan Transportation Authority (LACMTA) for the Westbound Grand Avenue  
Off-Ramp to SR-60 Freeway Project

[Attached]

**CALL FOR PROJECTS  
PROPOSITION C  
FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into effective as of September 27, 2016 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Industry ("GRANTEE") for SR57/60 Confluence: WB SR60/NB SR57 Grand Avenue Off-Ramp Interchange - LACMTA Call for Projects ID# F7200 and FTIP# LAF7200 (the "Project").

WHEREAS, as part of the 2013 Call for Projects, the LACMTA Board of Directors, at its meeting on September 26, 2013, authorized a grant to GRANTEE, subject to the terms and conditions contained in this Agreement.

WHEREAS, LACMTA Board on August 25, 2016, approved reprogram of project funds from Fiscal Year (FY) 2017-18 and FY 2018-19 to FY 2016-17 (\$3,411,780) and FY 2017-18 (\$6,036,001) respectively for a total project cost of \$9,447,781.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this Agreement consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the Agreement
2. Part II - General Terms of the Agreement
3. Attachment A - Project Funding
4. Attachment B - Scope of Work
5. Attachment C - Reporting and Expenditure Guidelines
6. Attachment C-1 - Quarterly Progress/Expenditure Report
7. Attachment D - Federal Transportation Improvement Program (FTIP) Sheet
8. Attachment E - Special Grant Condition - Sustainable Design Elements Special Requirements
9. Attachment F - Project Readiness Certification

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the Agreement and any attachments and the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

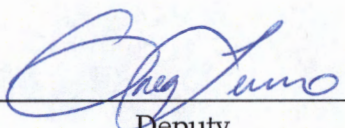
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Phillip A. Washington  
Chief Executive Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By:  \_\_\_\_\_  
Deputy

Date: 11/29/16

GRANTEE:

CITY OF INDUSTRY

By: \_\_\_\_\_  
Mark D. Radecki  
City Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
James M. Casso  
City Attorney

Date: \_\_\_\_\_

**PART I**  
**SPECIFIC TERMS OF THE AGREEMENT**

1. Title of the Project (the "Project"): SR57/60 Confluence: WB SR60/NB SR57 Grand Avenue Off-Ramp Interchange. LACMTA Call for Projects ID# F7200, FTIP # LAF7200.
2. To the extent the Funds are available, LACMTA shall make to GRANTEE a one-time grant of the Proposition C 25% funds in the amount of \$9,447,781 (the "Funds") for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of September 26, 2013, granted the Funds to GRANTEE for the Project. LACMTA Board of Directors' action of August 25, 2016, reprogrammed the Funds to two years, Fiscal Years (FY) 2016-17 and 2017-18. LACMTA Board of Directors' action approved Funds for FY 2016-17 only in the amount of \$3,411,780. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being allocated to GRANTEE.
3. The Project Funding documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed budget for the Project, including the Funds granted by LACMTA and GRANTEE'S local match requirement (the "GRANTEE Funding Commitment"). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
4. GRANTEE shall complete the Project as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Attachment B. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by GRANTEE including, without limitation, Project milestones consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this Agreement for default as described in Part II, Section 9.
5. Eligible Project expenses are defined in the Reporting and Expenditure Guidelines (Attachment C). The form of the Quarterly Progress/Expenditure Report is attached as Attachment C-1. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of the Scope of Work.
6. The "FTIP PROJECT SHEET (PDF)" is attached as Attachment D and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <https://program.metro.net>. All projects that receive funding through the LACMTA Call for Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption to be consistent with the terms of this Agreement, as amended from time to time. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of

the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE'S ability to access funding, delay the Project and may ultimately result in the Funds being lapsed. LACMTA shall review and approve any changes GRANTEE makes to the FTIP prior to incorporating such changes in to the TIP.

7. The "Sustainable Design Elements Requirements Special Grant Conditions" is attached as Attachment E. GRANTEE shall comply with the Special Grant Conditions as set forth in Attachment E.

8. An executed "Project Readiness Certification" is attached as Attachment F, which is evidence that GRANTEE can appropriately fund and staff the Project so that the Project can be completed in a timely manner.

9. Amendments to this Agreement shall be in writing executed by the parties. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE.

10. Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt by the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Teresa Wong; Mail Stop 99-22-4  
Email: wongte@metro.net

GRANTEE's Address:

City of Industry  
15625 E. Stafford Street, Suite 100  
City of Industry, CA 91744-0366  
Alex Gonzalez  
Email: alex@cityofindustry.org

11. On September 26, 2002, the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds through the Call for Projects, GRANTEE must meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirement, including, without limitation, suspension and re-implementation.

**PART II**  
**GENERAL TERMS OF THE AGREEMENT**

1. **TERM:**

1.1 The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting Guidelines (Attachment C) incurred after the Effective Date shall be reimbursed in accordance with the terms and conditions of this Agreement. The parties understand and agree there are certain covenants and agreements which specifically remain in effect after expiration or termination of this Agreement.

1.2 Should LACMTA determine there are insufficient Funds available for the Project; LACMTA may terminate this Agreement by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after the effective date of such termination, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be in equal proportion of the grant to GRANTEE Funding Commitment ratio.

2. **INVOICE BY GRANTEE:** Unless otherwise stated in this Agreement, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 4.1 of this Agreement, and other documents as required by LACMTA, shall satisfy LACMTA invoicing requirements.

Submit invoice with supporting documentation to:  
**ACCOUNTSPAYABLE@METRO.NET** (preferable)

or

mail to:

**Los Angeles County Metropolitan Transportation Authority**

**Accounts Payable**

**P. O. Box 512296**

**Los Angeles, CA 90051-0296**

All invoice material must contain the following information:

Re: LACMTA Project ID# F7200 and Award # FA920000000F7200

Teresa Wong; Mail Stop 99-22-4

3. **USE OF FUNDS:**

3.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the most recently adopted LACMTA Proposition C Guidelines for the type of Proposition C funds granted by LACMTA hereunder (the "Guidelines").

3.2 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this Agreement. Further, GRANTEE shall not use the Funds for any expenses or activities beyond the approved Scope of Work (Attachment B).

\*3.3 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE'S contracting procedures and consistent with State law. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

\*3.4 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.5 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form (Attachment E-1). For the ITS policy and form, also see [http://www.metro.net/projects/call\\_projects/](http://www.metro.net/projects/call_projects/).

3.6 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see [http://www.metro.net/projects/call\\_projects/](http://www.metro.net/projects/call_projects/).

3.7 GRANTEE is obligated to continue using the Project consistent with the public transportation purposes for which the Project was approved. The Project right-of-way and real property purchased to implement the Project shall remain dedicated to public transportation use. The obligations set forth in this section shall survive termination of this Agreement.

3.8 If GRANTEE desires to use the Funds to purchase or lease equipment including, without limitation, vehicles, office equipment, computer hardware or software, or other personal property ("Equipment") necessary to perform or provide the services set forth in



the Scope of Work, GRANTEE must obtain LACMTA's written consent prior to purchasing or leasing any Equipment. Equipment purchased or leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. Equipment acquired as part of the Project shall be dedicated to that Project use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

3.9 If an Equipment ceases to be used for the proper use as originally stated in the Scope of Work, GRANTEE will be required to return to LACMTA the Funds used to purchase or lease such Equipment in proportion to the useful life remaining and in equal proportion of the Funds to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.10 If any Project facilities or any real property purchased to implement the Project is no longer used or is no longer needed for the Project, including construction easements or excess property, GRANTEE will be required to return to LACMTA the Funds used to design, construct or acquire such Project facilities or real property in equal proportion of the grant to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.11 If GRANTEE desires to use any Project facility or any real property purchased to implement the Project to generate revenue, GRANTEE shall first obtain LACMTA's written consent prior to entering into any such revenue generating arrangement. GRANTEE shall provide LACMTA with the applicable information regarding the transaction, including without limitation, the property at issue, the proposed use of the property, the amount of revenue, any impact to the Project and the proposed use of the revenue. LACMTA consent may be conditioned on whether bond funds were used, and how GRANTEE plans to use the revenue, including, without limitation, sharing any net revenues with LACMTA. If GRANTEE fails to obtain LACMTA's prior written consent, GRANTEE shall be considered in default and LACMTA shall have all rights and remedies available at law or in equity, including, without limitation the return of the Funds to cover the cost of the property in question. The obligations set forth in this section shall survive termination of this Agreement.

3.12 GRANTEE understands that this Agreement does not provide any rights for GRANTEE to use LACMTA real property needed for the Project. If the Project requires use of LACMTA Property, GRANTEE will need to enter into a separate agreement with LACMTA in accordance with LACMTA real property policies and procedures. Nothing in this Agreement obligates LACMTA to provide GRANTEE with any real estate right.

4. **DISBURSEMENT OF FUNDS:**

4.1 GRANTEE shall submit the Quarterly Progress/Expenditure Report (Attachment C-1) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Should GRANTEE fail to submit such reports within 10 days of the due date and/or GRANTEE submits incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, approved. The Quarterly Progress/Expenditure Report shall include all supporting documentation (such as contractor invoices, timesheets, receipts, etc.) with a clear justification and explanation of their relevance to the Project for reimbursement. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.

4.2 Disbursements shall be made on a reimbursement basis in accordance with the provisions of this Agreement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at [http://www.metro.net/projects/call\\_projects/call\\_projects-reference-documents/](http://www.metro.net/projects/call_projects/call_projects-reference-documents/).

4.4 GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report.

4.5 GRANTEE shall demonstrate that the GRANTEE Funding Commitment has been spent in direct proportion to the Funds invoiced with each quarter's expenditures.

4.6 Expenses that are not invoiced within 60 days after the lapsing date specified in Part II, Section 8.1 below are not eligible for reimbursement.

4.7 Any Funds expended by GRANTEE prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE'S own risk.

4.8 Commencing with the Effective Date, Funds will be made available to GRANTEE for all work related to the initial Project milestone identified in Attachment B - Scope of Work. Funds for subsequent Project milestones will not be available until GRANTEE provides evidence that the current Project milestone has been completed, or is clearly on track to be completed on the approved schedule stated in Attachment B, as determined by LACMTA.

## 5. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

\*5.1 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within nine months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with this Agreement and the Guidelines. GRANTEE'S eligible expenditures submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (Attachment C) and 2 CFR Subtitle A, Chapter II, Part 200. The allowability of costs for GRANTEE'S contractors, consultants and suppliers submitted to LACMTA through Recipient's Quarterly Progress Reports/Expenditures shall be in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or, 48 CFR Part 31 (FAR), whichever is applicable. Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE shall return such monies within thirty (30) days after the final audit is sent to GRANTEE.

\*5.2 GRANTEE'S records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

\*5.3 GRANTEE shall cause all contractors to comply with the requirements of Part II, Sections 5.1 and 5.2 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

\*5.4 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

\*5.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

5.6 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or recommend not to award future Call for Projects grants to GRANTEE if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement and the Guidelines, including the access to records provisions of Part II, Section 5.

\*5.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

\*5.8 GRANTEE shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 CFR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.9 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 FAR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.10 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on GRANTEE'S own records and audit work to minimize direct audit of contractors, consultants, and suppliers.

6. **ONE TIME GRANT:** This is a one time only grant subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

7. **SOURCES AND DISPOSITION OF FUNDS:**

7.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available for the Project, LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, as identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

7.3 GRANTEE shall be responsible for any and all cost overruns for the Project.

7.4 At any time, if GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this Agreement shall be amended to reflect such additional funding.

7.5 If, at the time of final voucher, available funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this Agreement as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

## 8. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

8.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in the Funding Agreement; milestones include, but are not limited to the following:
  - a. for project development, Grantee must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
  - b. for right-of-way, Grantee must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and Grantee prior to Agreement execution; and
  - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must

begin within six (6) months from the identified milestone start date; and

- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) expending the Funds granted under this Agreement for allowable costs by June 30, 2020 (lapse date), within 36 months from July 1 of the FY 2017-18, final Fiscal Year in which funds are programmed.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the FA. If the Project does not meet the milestone due dates as agreed upon in the FA, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the FA (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the FA, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the FA, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

8.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the FA.

8.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

8.5 If the GRANTEE fails to meet any of the above conditions, the Project shall be considered lapsed and will be subject to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.

9. **DEFAULT:** A Default under this Agreement is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein or in the Guidelines; (ii) GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project; or (iii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

10. **REMEDIES:**

10.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

10.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 10.1, GRANTEE shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

## 11. COMMUNICATIONS:

\*11.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

\*11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

\*11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

\*11.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. GRANTEE failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

12. **OTHER TERMS AND CONDITIONS:**

12.1 This Agreement, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

12.2 In the event that there is any court (proceeding between the parties to enforce or interpret this Agreement, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

\*12.3 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this Agreement. GRANTEE shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement.

12.4 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

\*12.5 GRANTEE shall comply with and insure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.



12.6 GRANTEE agrees that those sections of this Agreement marked with an asterisk shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.

12.7 GRANTEE shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.

12.8 This Agreement shall be governed by California law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12.9 The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.10 GRANTEE will advise LACMTA prior to any key Project staffing changes.

12.11 GRANTEE in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.



## ATTACHMENT B

### SCOPE OF WORK

**PROJECT NAME:** SR57/60 Confluence: WB SR60/NB SR57 Grand Avenue Off-Ramp Interchange

**PROJECT LOCATION:**

On westbound SR-60 in the City of Industry from the SR-57 merge to the Grand Avenue intersection.

**PROJECT DESCRIPTION:**

The SR-57/SR-60 Confluence Project includes improving the operation and safety of the westbound SR-60 between the SR-57 connectors. The major items of work include extending a southbound SR-57 lane to the Grand Avenue off-ramp, reconstructing the westbound loop on-ramp and off-ramp to Grand Avenue, and reconstructing the westbound SR-60 Grand Avenue intersection.

In the westbound direction of SR-60, the third lane of southbound SR-57 is dropped as it merges with SR-60, forcing freeway traffic into two lanes, greatly increasing lane density. Simultaneously, vehicles on westbound SR-60 are merging across the inside SR-57 lane to reach the Grand Avenue exit, creating higher lane density and a high rate of accidents for the conflicting traffic movements. Trucks from SR-60 exiting Grand Avenue must merge across these two high density lanes in less than a mile. Additionally, the Grand Avenue intersection with SR-60 has a high truck volume and operates as a LOS D. The intersection does not possess adequate lanes on the off-ramp to clear traffic efficiently.

The Westbound Project will extend the dropped lane 2,500 feet to the Grand Avenue off-ramp. The auxiliary lane will lead to Grand Avenue, while the adjacent right lane would be an optional exit to Grand Avenue, creating a two-lane exit ramp. This will reduce the density of vehicles in each exit lane in this critical weaving section, thereby improving the ease and safety of necessary lane changes. Past the Grand Avenue interchange, the two SR-57 lanes exit the SR-60 Confluence into three lanes on SR-57. The Project would extend the third lane back to Grand Avenue 1,500 feet, again decreasing the density of traffic in the heavy weaving area.

**PROJECT COST:**

Roadway Items	\$5,791,360
Structure Items	\$12,426,051
Construction Support	\$4,290,000
<b>TOTAL CONSTRUCTION COST:</b>	<b>\$22,507,411</b>

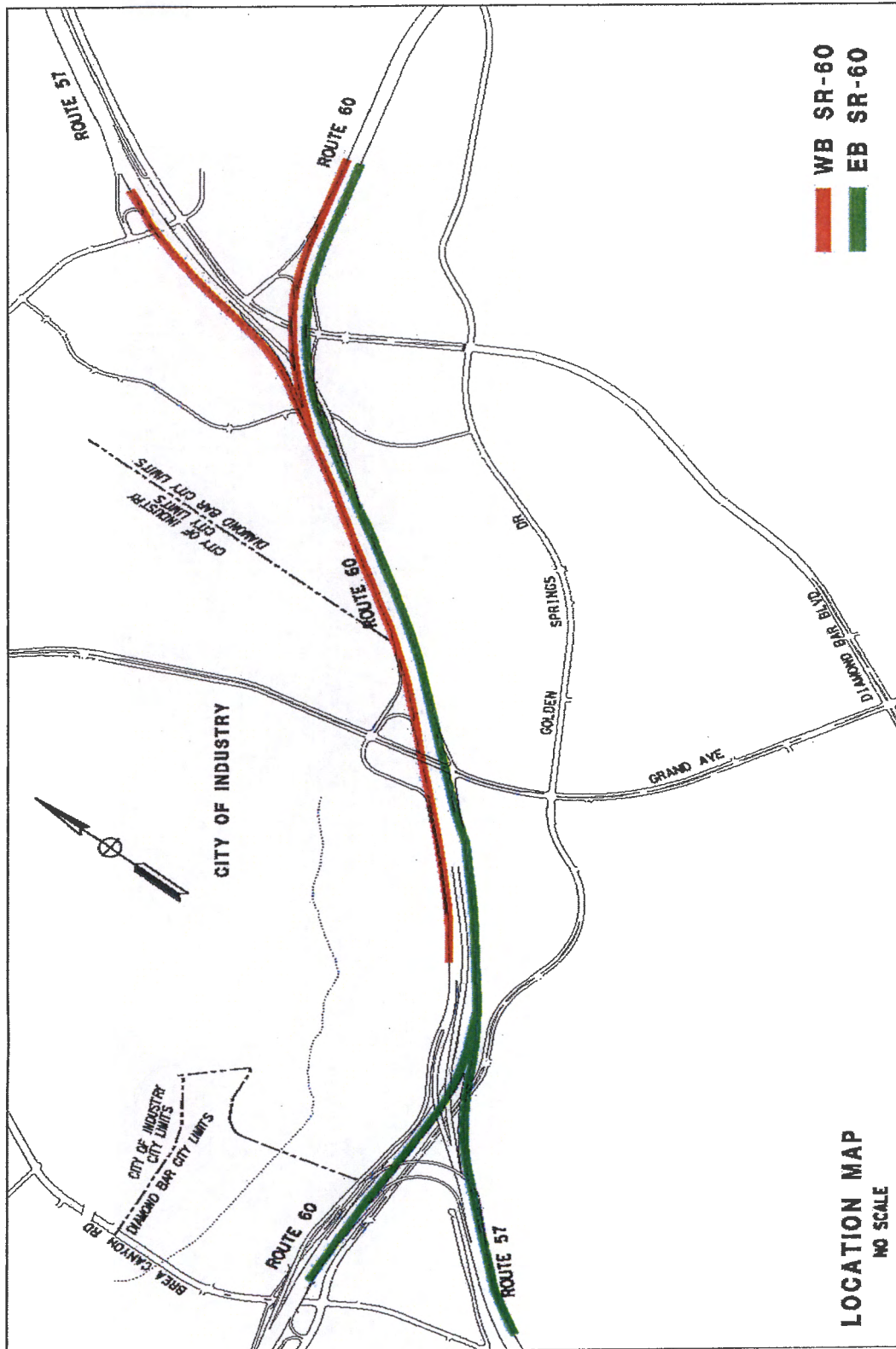
**PROJECT FUNDING:**

Metro Grant Funds	\$9,447,781	PC 25%
Local Match	\$10,000,000	TIGER Discretionary Grant Funds
Local Match	\$3,059,630	Successor Agency to the Industry Urban-Development Agency
<b>Total</b>	<b>\$22,507,411</b>	

**PROJECT SCHEDULE:**

<i>Milestone</i>	<i>Start</i>	<i>End</i>	<i>Duration (months)</i>
Execute FA for Construction	September 2016	December 2016	3
Construction	December 2016	July 2018	19
Metro Invoicing / Final Invoice Quarterly Narrative / Expense Reports	August 2018	November 2018	4

**PROJECT MAP:**



## FA ATTACHMENT C REPORTING & EXPENDITURE GUIDELINES

### REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment C-1**) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at **ACCOUNTSPAYABLE@METRO.NET** or by mail to **Los Angeles County Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296**. Please note that letters or other forms of documentation may not be substituted for this form.
  
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
  
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
  
- GRANTEES are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
  
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project’s final evaluation must be submitted.

## EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (FA Attachment B) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment B). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her/her designee.

## DEFINITIONS

- Local Participation: Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
  - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
  - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
  - Donations of volunteer services dedicated to the project.
  - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”,

please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations.*

- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered ineligible.



**LACMTA FA ATTACHMENT C-1**  
**QUARTERLY PROGRESS / EXPENSE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000F
Quarterly Report #	

**GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO**

**ACCOUNTSPAYABLE@METRO.NET**

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

after the close of each quarter, but no later than November 30, February 28,

May 31 and August 31. Please note that letters or other forms

of documentation may not be substituted for this form. Refer to the

Reporting and Expenditure Guidelines (Attachment C) for further information.

**SECTION 1: QUARTERLY EXPENSE REPORT**

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Grant \$	Local Match (Incl. In-Kind) \$	Local Match %	Total \$
<b>Project Quarter Expenditure</b>				
<b>This Quarter Expenditure</b>				
<b>Retention Amount</b>				
<b>Net Invoice Amount (Less Retention)</b>				
<b>Project-to-Date Expenditure</b>				
<b>Funds Expended to Date (Include this Quarter)</b>				
<b>Total Project Budget</b>				
<b>% of Project Budget Expended to Date</b>				
<b>Balance Remaining</b>				

**SECTION 2: GENERAL INFORMATION**

**PROJECT TITLE:** \_\_\_\_\_

**FA #:** \_\_\_\_\_

**QUARTERLY REPORT SUBMITTED FOR:**

*Fiscal Year :*       2014-2015       2015-2016       2016-2017

2017-2018       2018-2019       2019-2020

*Quarter :*       Q1: Jul - Sep       Q2: Oct - Dec

Q3: Jan - Mar       Q4: Apr - Jun

**DATE SUBMITTED:** \_\_\_\_\_

**LACMTA MODAL CATEGORY:**

RSTI       Pedestrian       Signal Synchronization

TDM       Bicycle       Goods Movement

Transit

<b>LACMTA Project Manager</b>	Name:	
	Phone Number:	
	E-mail:	

<b>Project Sponsor Contact / Project Manager</b>	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

## SECTION 3 : QUARTERLY PROGRESS REPORT

### 1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2<sup>ND</sup> AND 3<sup>RD</sup> COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
<b>Total Project Duration (Months)</b>				

### 2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original FA schedule
  Less than 12 months behind original schedule  
 Between 12-24 months behind original schedule
  More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- Yes
  No
  Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
  No
  Not Applicable

### **3. TASKS / MILESTONES ACCOMPLISHED**

List tasks or milestones accomplished and progress made this quarter.

### **4. PROJECT DELAY**

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

### **5. ACTION ITEMS TO RESOLVE DELAY**

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

**SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER**

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
<b>TOTAL</b>				

**Notes:**

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

**Invoice Payment Information:**

LACMTA will make all disbursements electronically unless an exception is requested in writing. ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107. ACH Request Forms can be found at [www.metro.net/callforprojects](http://www.metro.net/callforprojects). Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of \_\_\_\_\_ and that to the best of my knowledge and belief the information stated in this report is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Los Angeles Metropolitan Transportation Authority  
2017 Federal Transportation Improvement Program (\$000)**

<b>TIP ID</b> <b>LAF7200</b>		<b>Implementing Agency</b> _____ <b>Industry</b> _____ <b>City of</b> _____	
Project Description: WB SR-60/SB SR-57 GRAND AVENUE OFF RAMP INTERCHANGE : Add WB SR-60 auxiliary lane from SB SR-57 to Grand Avenue Off-Ramp to improve truck mobility and reduce congestion.			
SCAG RTP Project #: 1M0104 Study: N/A Is Model: YES Model #: _____ PM: Dan Weddell - (714) 953-1020 Email: dwweddell@wke-inc.com LS: N LS GROUP#: _____ Conformity Category: NON-EXEMPT Completion Date 12/01/2020			
System :State Hwy _____ Route :60 _____ Postmils: 24.79 to 25.29 _____ Distance: .5 _____ Phase: No Project Activity _____			
Lane # Extd: 6 _____ Lane # Prop: 7 _____ Imprv Desc: Extend #3 lane on SR-57 that is dropped at the SR-60 merge to Grand Avenue as an Auxiliary Lane. Leads to a off-only lane at Grand Ave.		Air Basin: SCAB _____ Envir Doc: FINDING OF NO SIGNIFICANT IMPACT - 02/18/2017	
Toll Rate: _____ Toll Calc Loc: _____ Hov acs eg loc: _____		Uza: Los Angeles-Long Beach-Santa Ana _____ Sub-Area: _____ Sub-Region: _____ CTIPS ID: _____ EA #: _____ PPNO: _____	
Program Code: CARH3 - INTERCHANGE-MOD/REP/REC-LN ADD'S Stop Loc: _____			

	PHASE	PRIOR	18/17	17/18	18/19	19/20	20/21	21/22	BEYOND	TOTAL
<b>AGENCY - Agency</b>	PE		\$0	\$0						\$0
	RW		\$0	\$0						\$0
	CON		\$670	\$1,185						\$1,855
	<b>SUBTOTAL</b>		\$670	\$1,185						\$1,855
<b>PC25 - Los Angeles County Proposition "C25"</b>	PE		\$0	\$0						\$0
	RW		\$0	\$0						\$0
	CON		\$3,412	\$6,036						\$9,448
	<b>SUBTOTAL</b>		\$3,412	\$6,036						\$9,448
<b>TIGER</b>	PE		\$0	\$0						\$0
	RW		\$0	\$0						\$0
	CON		\$3,611	\$6,389						\$10,000
	<b>SUBTOTAL</b>		\$3,611	\$6,389						\$10,000
<b>TOTAL</b>			\$7,693	\$13,610						\$21,303
<b>TOTAL PE: \$0</b>			<b>TOTAL RW: \$0</b>			<b>TOTAL CON: \$21,303</b>				

- General Comment: Updated funding source allocations for project. In addition, provided an estimated project length. Since the project is a complex interchange, not a straight line freeway widening, so the exact lengths depend on what are measured which makes it very difficult to put the project into a simple data box.

- Modeling Comment: N/A

- TCM Comment:

- Narrative: Project cost stays the same

Changed Environmental Document

- from "DRAFT ENVIRONMENTAL IMPACT REPORT" to "FINDING OF NO SIGNIFICANT IMPACT"

Change Fund Source

AGENCY:

▶ Add funds in 18/17 in CON for \$670

AGENCY:

▶ Add funds in 17/18 in CON for \$1,185

CITY:

— Delete funds in 17/18 in CON for \$3,257

CITY:

— Delete funds in 18/19 in ROW for \$1,024, CON for \$7,574

PC25:

▶ Add funds in 18/17 in CON for \$3,412

PC25:

— Delete funds in 17/18 in ROW for \$618

+ Increase funds in 17/18 in CON from \$2,596 to \$6,036

PC25:

— Delete funds in 18/19 in CON for \$6,036

TIGER:

▶ Add funds in 18/17 in CON for \$3,611

TIGER:

▶ Add funds in 17/18 in CON for \$6,389

Total project cost remains the same at \$21,303

Last Revised: Amendment 17-02 - Accepted Change reason:ENGINEERING CHANGE Total Cost **\$21,303**

**ATTACHMENT E  
SUSTAINABLE DESIGN ELEMENTS REQUIREMENTS  
SPECIAL GRANT CONDITIONS**

1. Grantee shall ensure its Project is in compliance with the LACMTA Sustainable Design Elements Requirements by meeting the following conditions:
  - a. Grantee shall attend the LACMTA-hosted training on sustainable design prior to the initiation of the construction phase. The LACMTA training on sustainable design will be held every Fall. For training details, Grantee shall be responsible for contacting the LACMTA Sustainability Policy Manager.
  - b. Grantee shall develop a Sustainable Design Plan (Plan), for LACMTA review and approval, that contains, at a minimum, the following elements:
    1. A list of the sustainable design elements which will be included in the Project.
    2. A summary description of mitigation measures committed through project environmental review.
    3. A detail description of how the Project's proposed sustainable design elements will achieve either (1) the LACMTA Sustainable Design Performance Metrics ("LACMTA Metrics"), found in Appendix J of the Call for Projects Application; or (2) Alternative Metrics, as defined below. If Grantee desires to use an Alternative Metrics, the Plan must establish the alternative set of performance metrics Grantee intends to use.
    4. A description of how Grantee will achieve each LACMTA Metrics or the Alternative Metrics, as applicable to the Scope of Work.

The "Alternative Metrics" is defined as any alternative metrics that exceeds business-as-usual performance in the following areas: energy and water use; waste reduction; stormwater management; and reduction of urban heat island effects, as applicable to the Scope of Work. Grantee may cite performance metrics from standardized sources including but not limited to LEED, LEED-ND, Envision, and Sites Initiative.

2. Prior to initiation of the construction phase of the Project, Grantee must be found in compliance with the Plan. Grantee's compliance with the Plan can be determined in one of two ways: the LACMTA Sustainability Policy Manager shall determine and certify Grantee's compliance with the Plan or the Grantee must provide written self-certification of compliance to the LACMTA Sustainability Policy Manager with these conditions found in Section 1(b).

3. Grantee shall report on the implementation of the Plan. As part of the Project closeout, Grantee shall certify that the Plan has been completed, with approval from the LACMTA Sustainability Policy Manager.

4. LACMTA's Sustainability Policy Manager Contact Information:

Jacob Lieb  
[liebj@metro.net](mailto:liebj@metro.net)  
(213) 922-4132





## FA Attachment F PROJECT READINESS CERTIFICATION

As part of the 2013 Call for Projects, the LACMTA Board of Directors, authorized a grant to GRANTEE for SR57/60 Confluence: WB SR60/NB SR57 Grand Avenue Off-Ramp Interchange (the "Project").

Prior to execution of Funding Agreement for the Project, GRANTEE must assure LACMTA that GRANTEE has taken the necessary steps to ensure that the Project will be appropriately staffed, that the Project will be appropriately funded, and that the Project will be completed in a timely manner.

The undersigned, duly qualified and serving as City Mayor for the City of Industry, certifies that the below Project Readiness actions have been duly authorized and approved by its Governing Authority. The undersigned further certifies that the information submitted herein is true and accurate to the best of his/her knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- 1) GRANTEE has incorporated the Project into the adopted Capital Improvement Program (CIP). The date the adopted CIP included the Project is set forth below and attached to this Certification is the CIP cover page and the date showing the Project.

Date of Adoption

- 2) GRANTEE hereby commits to provide its Local Match amount accepted by the LACMTA Board as follows:

Metro Grant Amount	Local Match Amount	Total Project Cost
\$9,447,781	\$11,854,994	\$21,302,775

3) GRANTEE hereby commits to the following Staffing Plan for the Project:

Staff Name	Job Title	% Project Responsibility

4) GRANTEE hereby commits to deliver the Project by the Project Lapse Date.

Project Lapse Date: June 30, 2020

5) GRANTEE has submitted all of the foregoing to the Governing Authority of GRANTEE for approval in the date set forth below.

Date of Governing Authority Approval

(Submit Governing Authority Clerk stamped agenda/minutes)

*CITY COUNCIL*

ITEM NO. 6.7



# CITY OF INDUSTRY

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

## MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

From: Paul J. Philips, City Manager *Paul J. Philips*

Staff: Alex Gonzalez, Director of Development Services and Administration *AG*  
Troy Helling, Senior Planner  
Kristen Weger, Administrative Analyst

Date: December 22, 2016

**SUBJECT: Consideration of Amendment No. 2 to Professional Services Agreement with Michael Baker International, Inc., for Planning Support and Consulting Services in an amount of \$180,000 for a total Agreement amount not to exceed \$500,000 from February 23, 2016 – February 23, 2017**

---

On February 23, 2016, the City Council approved a Professional Services Agreement with Michael Baker International, Inc., ("MBI") for planning support and consulting services. MBI currently provides the City with contracted City Planner staff support that provides peer review of environmental studies, staff and front counter support, Environmental Impact Reports ("EIR") and development project reviews.

On September 22, 2016, the City Council approved Amendment No. 1 to the Professional Services Agreement to provide an additional appropriation of \$120,000 in funding so that MBI could continue providing planning support and consulting services to the City. Upon the execution of the original agreement, it was intended that MBI would provide peer review of environmental documents, however MBI has temporarily taken on environmental work for multiple large projects as the City completed Request for Qualifications ("RFQ") for Planning Services. On December 8, 2016, the City Council reviewed the results of the RFQ process and awarded a Professional Services Agreement to Annealta Group to provide in-house staff augmentation services.

At this time, staff is requesting Amendment No. 2 to the Professional Services Agreement, so that MBI can complete currently assigned outstanding projects and to complete its intended purpose as staff support and peer review for environmental documents, as opposed to creation of environmental documents for CEQA compliance. MBI shall also continue providing planning support and consulting services to the City of Industry during the transition of in-house services to Annealta Group over the next few weeks.

Much of the additional environmental work that MBI has undertaken will be reimbursed through cost recovery agreements with developers, so the net fiscal effect to the City's planning budget will be neutral once developers reimburse the City, however, it is necessary to amend the contract to provide proper authorization as MBI's total billings will eclipse the original agreement's dollar amount.

Fiscal Impact

The fiscal year 2016-2017 adopted budget included funding for planning support and consulting services under General Fund – Planning – Professional Services (account no. 100-521-5120-01) in the amount of \$315,000. An additional appropriation of \$5,000 was approved on September 22, 2016 to cover the costs of Amendment No. 1. At this time, an appropriation of \$180,000 is being requested to cover the total cost of Amendment No. 2 to the Professional Services Agreement, which is for an amount not to exceed \$500,000. The additional costs of this amendment will be captured through cost recovery agreements with developers.

Table 1 – Planning Support and Consulting Services Summary

Professional Services Agreement	\$200,000
Amendment No. 1 to Professional Services Agreement	\$120,000
Amendment No. 2 to Professional Services Agreement	\$180,000
<b>Total</b>	<b>\$500,000</b>

Recommendation

1. Staff recommends that Amendment No. 2 to the Professional Services Agreement be approved, so that MBI can continue providing planning support and consulting services to the City of Industry and to complete outstanding projects; and
2. City Council approve an appropriation of \$180,000 to General Fund – Planning – Professional Services (account no. 100-521-5120-01) to cover the total cost of Amendment No. 2 to the Professional Services Agreement.

Exhibits

- A. Amendment No. 2 to Professional Services Agreement with Michael Baker International, Inc., dated December 22, 2016
- B. Amendment No. 1 to Professional Services Agreement with Michael Baker International, Inc., dated September 22, 2016
- C. Professional Services Agreement with Michael Baker International, Inc., dated February 23, 2016

**EXHIBIT A**

Amendment No. 2 to Professional Services Agreement with Michael Baker International,  
Inc., dated December 22, 2016

[Attached]

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 2 to the Professional Services Agreement (“Agreement”), is made and entered into this 22<sup>nd</sup> day of December, 2016, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Michael Baker International, Inc., a Pennsylvania corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about February 23, 2016, the City Council, approved a Professional Services Agreement with Michael Baker International, Inc., to provide planning support services; and

**WHEREAS**, on or about February 23, 2016, the Agreement was entered into and executed between the City and Consultant to perform planning support and consulting services for the City; and

**WHEREAS**, on or about September 22, 2016, the City Council, approved Amendment No. 1 to the Agreement to increase the compensation by One Hundred Twenty Thousand Dollars (\$120,000), to allow Consultant to continue assisting the City with planning support and consulting services for the City; and

**WHEREAS**, the Parties desire to amend the Agreement to extend the Term through December 22, 2017, and increase the compensation of the Agreement by One Hundred Eighty Thousand Dollars (\$180,000.00), to allow Consultant to continue assisting the City with planning support and consulting services and to complete outstanding projects; 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 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 December 22, 2017, 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 Five Hundred Thousand Dollars (\$500,000) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

**Exhibit A Scope of Services**

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

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

**“CITY”**  
**City of Industry**

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

**“CONSULTANT”**  
**Michael Baker International, Inc.**

By: Michael A. Tylman 12/9/16  
Michael A. Tylman, Office Executive  
SR Vice President

**Attest:**

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

**APPROVED AS TO FORM**

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



**EXHIBIT B**

Amendment No. 1 to Professional Services Agreement  
with Michael Baker International, Inc., dated September 22, 2016

[Attached]

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”), is made and entered into this 22<sup>nd</sup> day of September, 2016, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Michael Baker International, Inc., a Pennsylvania corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about February 23, 2016, the City Council, approved a Professional Services Agreement with Michael Baker International, Inc., to provide planning support services; and

**WHEREAS**, on or about February 23, 2016, the Agreement was entered into and executed between the City and Consultant to perform planning support and consulting services for the City; and

**WHEREAS**, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$120,000, to allow Consultant to continue assisting the City with planning support and consulting services; and

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

**AMENDMENT**

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

**Section 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 February 23, 2017, 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 Three Hundred Twenty Thousand Dollars (\$320,000) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

**Exhibit A Scope of Services**

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the

Agreement as of the Effective Date.

**"CITY"**  
City of Industry

By: Paul J. Philips  
Paul Philips, City Manager

**"CONSULTANT"**  
Michael Baker International, Inc.

By: Michael A. Tylman 9/14/16  
Michael A. Tylman, Office Executive

**Attest:**

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

**APPROVED AS TO FORM**

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

**EXHIBIT C**

Professional Services Agreement with Michael Baker International, Inc.,  
dated February 23, 2016

[Attached]

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of February 23, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Michael Baker International, Inc., a Pennsylvania 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 February 23, 2017, 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 not be performed by Consultant, until prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

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

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

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Thousand dollars (\$200,000) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

## **5. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) Either party may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other party 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 and including the time of termination, provided that the work performed is in accordance to this Agreement. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

## **6. OWNERSHIP OF DOCUMENTS**

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

(b) Subject to Section "(c)" below, 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. Any reuse by City of any such materials on any project other than the project which is the subject of this Agreement without Consultant's prior written consent shall be at the sole risk of City and City agrees to indemnify and hold harmless Consultant from all costs, losses, and expenses, including legal fees, incurred as a result of any such use by City.

(c) City acknowledges that as part of performing the Services, Consultant personnel may utilize, develop and/or modify proprietary software, methodologies compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties which have been originated or developed by the personnel of Consultant or its affiliates or by third parties under contract to Consultant to develop same, or which has been purchased by, or licensed to, Consultant (collectively, "Consultant Proprietary Intellectual Property"). City agrees that Consultant Proprietary Intellectual Property is the sole property of Consultant (or its licensor) and that Consultant (or its licensor) will at all times retain sole and exclusive title to and ownership thereof. Notwithstanding the foregoing, all work product shall be the property of the City, and shall be transferred to the City upon termination of this Agreement, or as soon as requested by the City.

City agrees that any additions, enhancements, improvements or other modifications to Consultant Proprietary Intellectual Property developed, acquired or first conceived or reduced to practice by Consultant personnel or any third party on behalf of Consultant, whether in conjunction with performing the services or work under this Agreement or otherwise ("Consultant Enhancements") shall be the sole property of, and ownership shall vest in Consultant (or its licensor). City agrees to take all reasonably necessary actions to assure the conveyance of all rights, title and interest in, to and under any Consultant Enhancements, including copyright, to Consultant (or its licensor). The cost of conveying such rights shall be at Consultant's expense. Notwithstanding the foregoing, all work product shall be the property of the City, and shall be transferred to the City upon termination of this Agreement, or as soon as requested by the City.

Consultant grants to City a non-exclusive, royalty-free, perpetual license to use the Consultant Proprietary Intellectual Property and the Consultant Enhancements to the extent necessary to allow the City to use any the records and information produced, or generated as part of the services performed under this Agreement.

## **7. INDEMNIFICATION**

(a) Indemnity for professional liability



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

(b) Indemnity for other than professional liability

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

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

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

## 8. INSURANCE

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

## 9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive

direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

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

(c) City agrees that it shall not, during the term of this Agreement, nor for a period of one year after termination, solicit for employment, hire or retain, whether as an employee or independent contractor, any person working under this Agreement, who is or has been employed by Consultant.

#### **10. LEGAL RESPONSIBILITIES**

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

#### **11. UNDUE INFLUENCE**

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

#### **12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

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

**13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, which shall not be unreasonably withheld or delayed, 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, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**14. NOTICES**

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

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

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

To Consultant: Michael Baker International, Inc.  
14725 Alton Parkway  
Irvine, CA 92618  
Attention: Michael Tylman, Office Executive

**15. ASSIGNMENT**

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

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

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

**16. GOVERNING LAW/ATTORNEYS' FEES**

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

**17. ENTIRE AGREEMENT**

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

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

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

**22. REMEDIES**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

24. FORCE MAJUERE

In no event shall either City or Consultant have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

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

**"CITY"**  
City of Industry

**"CONSULTANT"**  
Michael Baker International, Inc.

By: Paul J. Phillips  
Paul Phillips, City Manager

By: Michael A. Tylman  
Michael A. Tylman, Office Executive

**Attest:**

By: Cecelia Dunlap  
Cecelia Dunlap, Deputy City Clerk

**Approved as to form:**

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

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

## EXHIBIT A

### SCOPE OF SERVICES

Processing administrative and discretionary land use entitlement applications

Supporting the Planning Commission

Overseeing the preparation of Planning Commission agendas

Preparing and presenting Planning Commission and City Council staff reports

Providing support for the City's various Authorities

Preparing public notices, as required

Providing assistance at the Planning Department's public counter, as needed

Directing and training administrative support staff in performing various municipal planning functions

Preparing CEQA documentation for projects, as applicable

Coordinating any advance planning work being performed by other planning consultants

Representing the City at meetings of regional planning agencies, such as SCAG and the San Gabriel Valley Council of Governments, as necessary

Preparing ordinances and otherwise maintaining and updating the Municipal Code, as necessary

Performing other related duties, as assigned by City staff

EXHIBIT B

RATE SCHEDULE

Senior Planner: \$120 / hour

Associate Planner: \$100 / hour



## 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 City.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for

nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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

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

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

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

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

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

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

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

*CITY COUNCIL*

ITEM NO. 6.8





# CITY OF INDUSTRY

Incorporated June 18, 1957

## MEMORANDUM

**To:** Honorable Mayor Radecki and Members of the City Council

**From:** Paul J. Philips, City Manager 

**Staff:** Alex Gonzalez, Director of Development Services and Administration  
William Hayes, Field Operations and Asset Superintendent  
Kristen Weger, Administrative Analyst 

**Date:** December 22, 2016

**SUBJECT:** Consideration of an Agreement for Construction Services with Jeff J. Polich, Inc., dba All American Electric for LED Lighting Upgrade and T-Bar Ceiling Tile Replacement at the City Hall Building located at 15625 East Stafford Street in an amount not to exceed \$79,500.00

As the City has a duty to ensure that all of its existing properties are in compliance with applicable building and safety codes, the City's capital improvement program is structured to ensure that deferred maintenance, incomplete projects, damaged and abandoned properties, and health and safety issues be addressed at all City owned properties in a systematic manner over the next three fiscal years.

The second floor of City Hall has suffered from deferred maintenance for several years, it was necessary to repair roof leaks that damaged ceiling tiles and replace inoperable lighting fixtures. As a large number of lighting fixtures on the second floor required replacement, City staff investigated the replacement of fluorescent fixtures with LED fixtures to reduce overall energy costs.

On November 14, 2016, the City of Industry released a Request for Proposals ("RFP") for LED Lighting Upgrades and T-Bar Ceiling Tile Replacement at the City Hall Building located at 15625 East Stafford Street via the City of Industry's PlanetBids procurement portal. Per the Uniform Construction Cost Accounting Act procedures set forth in Article 2, Section 22034, forty-two qualified vendors were notified of the RFP. A mandatory site walk-through was held on Friday, November 18, 2016 at 2:00 pm with six (6) vendors participating in the site walk through. Questions were received from proposers up until Tuesday, November 29, 2016 at 2:00 pm.

Proposals were due to the City via PlanetBids by Friday, December 2, 2016 at 1:00 pm. The City received three (3) proposals from Jeff J. Polich, Inc., dba All American Electric ("All American Electric"), Corner Keystone Construction Corporation and Golden Gate Steel, Inc. Table 1 below lists the proposal results.

**Table 1 – Proposal Summary**

<b>Contractor</b>	<b>Amount</b>
Corner Keystone Construction Corporation	\$ 40,159.67
All American Electric	\$ 79,500.00
Golden Gate Steel, Inc.	\$ 100,668.70

Staff reviewed Corner Keystone Construction Corporation's project history and completed reference checks on the contractor. Based on the scope and size of the projects that were reported as completed by the contractor in their submittal, and the related reference checks, staff notified Corner Keystone Construction Corporation on December 7, 2016 that they were the lowest responsible bidder. On December 13, 2016, Corner Keystone Construction Corporation notified City staff that they were unable to secure the bond for the project. Staff then considered All American Electric, the next lowest responsible bidder for the project.

Staff completed a reference check for All American Electric by contacting three (3) references. All references contacted confirmed that All American Contracting Corporation had successfully completed the project listed for their representative companies. The companies contacted reported that they were satisfied with the contractor's performance, and references uniformly noted that they would consider the contractor for future projects. On December 13, 2016, City staff notified All American Electric that they were the lowest responsible bidder for the project.

It is the determination of staff, based on the submittals received, a rejection of all proposals and a re-procurement of the project would produce similar bid results.

**Fiscal Impact**

The project will be supported by the 2015 Sales Tax Revenue Bond proceeds. An appropriation shall be made to LED Lighting and T-Bar Ceiling Tile Replacement – Civic Center Improvements (account no. 120-716-5205) to cover the costs of the project.

**Recommendation**

- 1.) Based on the proposal submittal and reference check, staff recommends that All American Electric be awarded an Agreement for Construction Services in an amount not to exceed \$79,500.00 as the lowest responsible bidder; and
- 2.) Appropriate \$79,500.00 to LED Lighting and T- Bar Ceiling Tile Replacement – Civic Center Improvements (account no. 120-716-5205).

Upon City Council approval and execution of the attached Agreement for Construction Services and the issuance of a Notice to Proceed, All American Electric is prepared to begin the project on Tuesday, December 27, 2016.

Exhibits

- A. Agreement for Construction Services with Jeff J. Polich, Inc., dba All American Electric in an amount not to exceed \$79,500.00.
  - B. Price Comparison for Proposals Received from All American Electric, Corner Keystone Construction Corporation and Golden Gate Steel, Inc., on December 2, 2016.
  - C. Request for Proposals ("RFP") for LED Lighting Upgrade and T-Bar Ceiling Tile Replacement City Hall Building at 15625 East Stafford Street.
- 

PJP/AG/KW:mk

**EXHIBIT A**

**Agreement for Construction Services with Jeff J. Polich, Inc., dba All American  
Electric in an amount not to exceed \$79,500.00**

[Attached]



## **CITY OF INDUSTRY**

### **AGREEMENT FOR CONSTRUCTION SERVICES**

This AGREEMENT FOR CONSTRUCTION SERVICES ("Agreement"), is made and effective as of December 22, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Jeff J. Polich, Inc., dba All American Electric, a California corporation ("Contractor"). The City and Contractor are hereinafter collectively referred to as the "Parties".

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

#### **ARTICLE 1 - SCOPE OF WORK**

The Contractor shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the LED lighting upgrade and T-Bar ceiling tile replacement at the City Hall Building located at 15625 E. Stafford Street, City of Industry, California (hereinafter "Project").

By entering into this Agreement, Contractor acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. Contractor expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the City, the Construction Manager, the Architect, or utilities. Contractor also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the Contractor will have no remedy, and hereby expressly waives any remedy against the City or the architect on account of delay, hindrance, interference or other events caused by a separate contractor.

#### **ARTICLE 2 - TIME FOR PROJECT COMPLETION**

All of Contractor's work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the City. Contractor shall refer to the Notice Inviting Bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work of all individual prime contractors to the City comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within 45 working calendar days ("Contract Time").

### **ARTICLE 3 - THE CONTRACT SUM**

The City shall pay to the Contractor for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of Seventy Nine Thousand Five Hundred Dollars [\$79,500.00] ("Contract Sum").

### **ARTICLE 4 - PROGRESS PAYMENTS**

Based upon applications for payment submitted by the Contractor, the City shall make progress payments on account of the Contract Sum to the Contractor as provided in the General Conditions.

### **ARTICLE 5 - RETENTION OF SECURITIES**

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the Contractor.

### **ARTICLE 6 – INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT**

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

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence

is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

## **ARTICLE 7 - PREVAILING WAGES**

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 ", for Los Angeles County. Wage rates shall conform with those posted at City Hall located at 15625 East Stafford Street and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
  - 1. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
  - 2. Section 1777.4, Apprenticeship Requirements.
  - 3. Section 1777.5, Apprenticeship Requirements.
  - 4. Section 1813, Penalty for Failure to Pay Overtime.
  - 5. Section 1810 and 1811, Working Hour Restrictions.
  - 6. Section 1775, Payroll Records.
  - 7. Section 1773.8, Travel and Subsistence Pay.

## **ARTICLE 8 - RECORD AUDIT**

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

## **ARTICLE 9 - CERTIFICATIONS**

At the time of submission of the proposal and thereafter, each proposal must be licensed as a **Class B General Building Contractor** as defined in Sections 7055-7058 of the Business and Professions Code.

## **ARTICLE 10 - FINAL PAYMENT**

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

**ARTICLE 11 - CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT**

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

**ARTICLE 12 –INSURANCE**

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

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

A. Contractor shall provide the following types and amounts of insurance:

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

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG

00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$5,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Contractor 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 Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

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

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

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

claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

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

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

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

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

### **Other provisions or requirements**

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

**Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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

**City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the city will be promptly reimbursed by Contractor or the City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the 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 or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's risk manager.

**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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor 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).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

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

**Notice of cancellation.** Contractor 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, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella 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 Contractor'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.** Contractor 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 Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor 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 requirements.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

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

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

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

## **ARTICLE 13 - CONTRACTOR'S LICENSE**

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

## **ARTICLE 14 - CORPORATION IN GOOD STANDING**

If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Jeff J. Polich whose title is CEO, is authorized to act for and bind the corporation.

## **ARTICLE 15 - PROVISIONS REQUIRED BY LAW**

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

party the Agreement shall forthwith be physically amended to make such insertion or correction.

## **ARTICLE 16 - SUBSURFACE HAZARDOUS MATERIALS**

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:
  - 1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
  - 2. Subsurface or latent physical conditions at the site differing from those indicated.
  - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Agreement.
  
- B. Upon receipt of said notification the City will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of or the time required for performance of any part of the work, the City will issue a change order under the procedures described in the General Conditions.
  
- C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

## **ARTICLE 17 - LIQUIDATED DAMAGES**

Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the City will suffer damage. It is therefore agreed that the Contractor shall pay to the City the sum of two hundred fifty dollars (\$250.00) for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or

pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

Contractor expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the City accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Construction Schedule or the accrual of liquidated damages. In the event the same is not paid, the Contractor further agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement. This Article does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the City's ability to seek other damages.

Contractor is to refer to the Project Construction Schedule for duration of individual activities. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

## **ARTICLE 18 - COMPONENT PARTS OF THE CONTRACT**

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

Request for Proposals  
Exhibit A – Contractor's Proposal  
Exhibit B – Cost Estimate Sheet  
Exhibit C – Agreement for Construction

Exhibit D – Non-Collusion Affidavit  
Exhibit E – Faithful Performance Bond  
Site Visit Certification

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

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

## **ARTICLE 19 - SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person

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

#### **ARTICLE 20 - COUNTERPARTS**

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

#### **ARTICLE 21 - CAPTIONS**

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

#### **ARTICLE 22 - WAIVER**

The waiver by City or Contractor 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 Contractor unless in writing.

#### **ARTICLE 23 - REMEDIES**

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


#### **ARTICLE 24 - AUTHORITY TO EXECUTE THIS AGREEMENT**

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

**"CITY"**  
City of Industry

**"CONTRACTOR"**  
Jeff J. Polich, Inc., dba All American  
Electric

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

By:  \_\_\_\_\_  
Jeff J. Polich, CEO

**Attest:**

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

**Approved as to form:**

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

**EXHIBIT A:**  
**CONTRACTOR'S PROPOSAL**  
**LED LIGHTING UPGRADE AND T-BAR CEILING TILE REPLACEMENT**  
**CITY HALL BUILDING LOCATED AT 15625 E. STAFFORD STREET**  
**CONTRACT NO. 2016-1007**

TOTAL PRICE FOR ALL WORK (FROM COST ESTIMATE SHEET):

\$ 79,500

Total Price Written Below:

SEVENTY-NINE THOUSAND FIVE HUNDRED

\_\_\_\_\_

\_\_\_\_\_

COMPANY NAME ALL AMERICAN ELECTRIC

By JEFF J POLICH

Signature 

Date 11-29-16

Contractor's License # 816336 Class C

1-31-17

Expiration Date

Contractor's DIR # 100044883

6/30/2017

Expiration Date

Taxpayer Identification No: 061728934

Company Name ALL AMERICAN ELECTRIC

Owner's Name JEFF J POLICH

Owner's Title CEO

24 Hour

Telephone No.

Area Code ( 626 )

Address

281 E. SAN BERNARDINO ROAD

**Street Name/P.O. Box**

# 339 3070

COVINA

CA

91723

**City**

**State**

**Zip**

Name of the person from your company who inspected the project site.

JEFF J POLICH

Inspection Date 11/18/2016

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the Work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the Work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.

List the name, address and license of each subcontractor who will perform work in or about the work or improvement and indicate what part of the work will be done by each subcontractor. (Attach additional pages if needed)

Name	Address	Contractor's CA License#/ CA DIR#	Work to be performed/ AND Percentage of Total Work Performed
JEFF J POLICH	281 E. SAN BERNARDINO ROAD	816336	100% TO BE PERFORMED

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**NOTE:** Except for certain "specialty items," Greenbook, Section 2-3.2 requires not less than fifty percent (50%) of the total work to be performed by the General Contractor. Please consult that section for specifics.

List three projects of a nature similar in type, scope and magnitude to this project completed by your firm. Failure to list three projects of the nature described above shall constitute cause for the City to reject the bid as non-responsive. (Attach additional pages if needed)

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*See Attached*



Also, list Project superintendent for Contractor on this Project and, in lieu of the superintendent, who will be his or her alternate. Please list three projects of a nature similar in type, scope and magnitude to this project completed by the superintendent and the alternate, while employed by the Bidder that is submitting this proposal. Failure to provide the information set forth above shall constitute cause for the City to reject the bid as non-responsive. (Attach additional pages if necessary)

PRIMARY SUPERINTENDENT: JEFF POLICH

SECONDARY SUPERINTENDENT: JORGE PALACIOS

PROJECTS COMPLETED: RUSH FORD, 12,000 SF OFFICE WITH 463 2X4 LED FLAT PANEL LIGHTS

SHANNON PACKAGING INC. INSTALLED NEW UNDERGROUND FEEDERS, 1200AMP MAIN DISTRIBUTION GEAR AND EIGHT

480V 200AMP PANELS.

ST. STEVENS SERBIAN ORTHODOX CATHEDRAL. INSTALLED SIX EIGHT FOOT STRIP LIGHTS, INSTALLED 2X4 FLAT PANEL

LIGHT FIXTURES, AND INSTALLED 16 TWELVE INCH LED FIXTURES.

Please note that all features of the Work on the Project must be supervised by the Project superintendent, or his or her alternate, through Final Completion of the Project and that no substitution of the Project superintendent or the alternate is permitted without the prior written consent of the City. The City shall have the right to reasonably evaluate the qualifications of any individual proposed to substitute for the superintendent or alternate prior to giving its written consent to the substitution.

COST ESTIMATE SHEET					
PROJECT NAME: LED LIGHTING AND T-BAR CEILING TILE REPLACEMENT CITY HALL BUILDING AT					
15625 E. STAFFORD STREET					
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY		UNIT PRICE	TOTAL COST
		NO. UNITS	UNIT MEAS.		
1.	Furnishing and installing of one hundred and thirty three (133) total 2' by 4' flat panel LED fixtures (item ZY-P7-75W Luminaires James Industry or approved equal) and two (2) 2' by 2' fixtures (item ZY-P4-30W Luminaires James Industry or approved equal).	1	LS	364. <sup>08</sup>	48,422. <sup>73</sup>
2.	LED fixtures will be secured and wired at the existing location of the old light fixtures. Existing support wires may be used to secure per code.	1	LS		683. <sup>00</sup>
3.	Old fixtures that are replaced will be disconnected, removed and recycled by the contractor. This cost is to be included in the proposal.	1	LS		789. <sup>00</sup>
4.	950 USG Radar Climaplus ceiling tiles part no. 2842 will need to be replaced, removed and hauled away. In areas that are identified during the walkthrough, all new ceiling tiles matching the existing tiles will be installed as a part of the fixture replacement. This cost is to be included in the proposal.	1	LS	\$22.78	21,640.-
5.	Repairing/replace T-Bar	1	Price per one (1) LF	\$10/L.F.	As needed
6.	Installation of dimmer switches part no. Diva 0-10V, 120V without power pack. Quantity of six (6) dimmer switches.	1	LS	\$123,	\$738.-
	TOTAL				72,272. <sup>73</sup>
	10% CONTINGENCY				7,227. <sup>27</sup>
	GRAND TOTAL				\$79,500.

CITY OF INDUSTRY

Request for Proposals ("RFP") LED Lighting Upgrade and T-Bar Ceiling Tile  
Replacement City Hall Building at 15625 E. Stafford Street

CONTRACT NO. 2016-1007

CONTRACTOR:

JEFF J POLICH INC DBA ALL AMERICAN ELECTRIC

BUSINESS ADDRESS:

281 E. SAN BERNARDINO ROAD

COVINA CA 91723

In submitting this bid for the project:

I, (RFP) LED LIGHTING UPGRADE & T BAR, state that I have not directly or indirectly,  
(Name)  
entered into any agreement, participated in any collusion or otherwise taken any action  
in restraint of free competitive bidding in connection with the project.

I do hereby certify under penalty of perjury under the laws of the State of California that  
the foregoing is true and correct. Executed at COVINA

California, this 2ND day of DECEMBER, 2016.

  
\_\_\_\_\_  
SIGNATURE


STATE OF Arizona

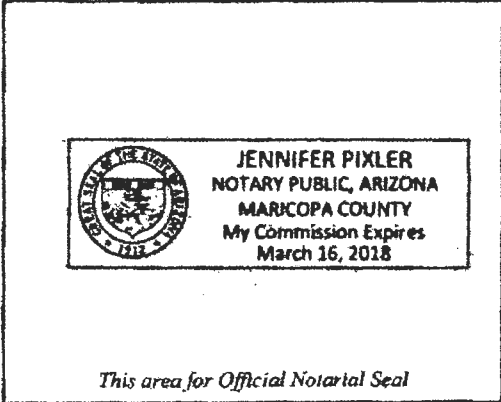
COUNTY OF Maricopa

On 12/02/2016, before me, Jennifer Pixler  
(here insert name and title of the officer), personally appeared Michael J. Herranen

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

WITNESS my hand and official seal.

Signature  (SEAL)  
Jennifer Pixler



**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER  
CEO  
TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Bid Bond  
TITLE OF TYPE OF DOCUMENT

4  
NUMBER OF PAGES

12/02/2016  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
Jeff J Polich Inc.

  
SIGNER(S) OTHER THAN NAMED ABOVE



# Western Surety Company

**BID BOND**  
(Percentage)

Bond Number: 71852744

KNOW ALL PERSONS BY THESE PRESENTS, That we Jeff J. Polich, Inc. dba All American Electric of 281 E. San Bernadino Rd., Covina, CA 91723, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto City of Industry of 15625 E. Stafford St. #100, Industry, CA 91744 hereinafter referred to as the Obligee, in the sum of Ten (10 %) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Led Lighting Upgrade and T-Bar Ceiling Tile Replacement City Hall Building - Contract No. 2016-1007

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect

SIGNED, SEALED AND DATED this 2nd day of December, 2016

Jeff J. Polich, Inc. dba All American Electric  
(Principal)

By [Signature] (Seal)

Western Surety Company  
(Surety)

By [Signature] (Seal)  
Michael John Ferranen Attorney-in-Fact

Bond No. 71852744

Date: December 1, 2016

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the CITY OF INDUSTRY has awarded to ALL AMERICAN ELECTRIC as principal, hereinafter designated as the "CONTRACTOR", a contract for the work described as:

Request for Proposals ("RFP") LED Lighting Upgrade and T-Bar Ceiling Tile Replacement City Hall Building at 15625 E. Stafford Street

CONTRACT NO. 2016-1007

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the CITY OF INDUSTRY in the sum of Seventy-nine thousand five hundred (\$ 79,500), to be paid to the CITY OF INDUSTRY, its successors and assigns, for which payment will and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

NOW, THEREFORE, if said Contractor its officers, agents, employees, subcontractors, heirs, executors, administrators, successors, or assigns shall well and truly do and perform all of the covenants and obligations of said contract on his part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 1 day of December, 2016.

Jeff J. Polich Inc.  
CONTRACTOR

By:   
Authorized Signature

\_\_\_\_\_  
SURETY COMPANY

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
SURETY COMPANY ADDRESS

**REQUEST FOR PROPOSALS  
LED LIGHTING UPGRADE AND T-BAR CEILING TILE REPLACEMENT  
CITY HALL BUILDING AT 15625 E. STAFFORD STREET**

**CITY OF INDUSTRY  
CONTRACT NO. 2016 - 1007  
11/14/2016**

**A. PURPOSE**

The City of Industry is seeking General Contractor proposals to upgrade current lighting fixtures to new energy efficient flat panel LED fixtures on the second floor of City Hall, including:

- 1) Furnishing and installing of one hundred and thirty three (133) total 2' by 4' flat panel LED fixtures (item ZY-P7-75W Luminaires James Industry or approved equal) and two (2) 2' by 2' fixtures (item ZY-P4-30W Luminaires James Industry or approved equal).
- 2) LED fixtures will be secured and wired at the existing location of the old light fixtures. Existing support wires may be used to secure per code.
- 3) Old fixtures that are replaced will be disconnected, removed and recycled by the contractor. This cost is to be included in the proposal.
- 4) It is estimated that 950 USG Radar Climaplus ceiling tiles will need to be replaced, removed and hauled away. In areas that are identified during the walkthrough, all new ceiling tiles matching the existing tiles will be installed as a part of the fixture replacement.
- 5) All work is to be guaranteed and will be tested and quality assured upon completion of the project.
- 6) All material, labor hours, and applicable taxes are to be included in the bid proposal. As a public works project funded through public funds, the project is subject to prevailing wage rates and contractors must detail the trades and pay rates used in the project as a part of the proposal.

**B. CONTRACTOR SELECTION CRITERIA**

The City will base its selection on previous experience on similar projects, knowledge and expertise of individuals that will be assigned, proposed schedule and availability, and the responses of references. Price will be considered a factor; however it will not be the determining factor. We anticipate the contractor's selection within three working days of the submittal deadline. The City will notify all contractors submitting proposals of the selection.

All contractors must be "Equal Opportunity Employers" and comply with the appropriate provisions of State and Federal law. Disadvantaged Business Enterprises are encouraged to participate. The selected contractors will be expected to execute an agreement with the City which meets all State and Local requirements, including insurance and prevailing wage. All contractors and subcontractors must be identified in the proposal, and the General Contractor and all subcontractors must be registered with the State Department of Industrial Relations.

### **C. CONTENTS OF SUBMITTAL**

Proposal shall be submitted through the PlanteBids website. The format of the submittal shall generally be:

- A letter of interest signed by a principal of the firm with a statement as to the availability to complete the work.
- A description of the firm's field of expertise, capabilities, and current licenses.
- References including the names and telephone numbers of previous clients with similar projects.
- Submittal of a completed Contractor's Proposal, attached as Exhibit A.
- Submittal of a completed Cost Estimate Sheet, attached as Exhibit B.
- A sample Agreement for Construction Services is attached as Exhibit C, deviations from the sample contract will not be considered.
- Submittal of a completed Non-Collusion Affidavit, attached as Exhibit D.
- Submittal of a Faithful Performance Bond, attached as Exhibit E.

### **D. TIMELINE FOR SUBMITTALS**

A mandatory site walk-through will be conducted on Friday, November 18, 2016 at 2:00 P.M. at City of Industry City Hall at 15625 E. Stafford Street in the City of Industry.

The deadline for the submission of proposals is 1:00 P.M, Friday, December 2, 2016. The final date to submit questions is Tuesday, November 29, 2016 at 2:00 P.M. Any addendums or corrections will be sent to all job walk attendees by email no later than 1:00 P.M. on Wednesday, November 30<sup>th</sup>.



**EXHIBIT B**

**Price Comparison for Proposals Received from  
All American Electric, Corner Keystone Construction Corporation and Golden  
Gate Steel, Inc., on December 2, 2016**

[Attached]

## COST ESTIMATE SHEET

PROJECT NAME: LED LIGHTING AND T-BAR CEILING TILE REPLACEMENT CITY HALL BUILDING AT 15625 E. STAFFORD STREET

CONTRACT NO.: 2016-1007 (MP 03-24 #2)

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY		Corner Keystone Construction Corporation		All American Electric		Golden Gate Steel		
		NO. UNITS	UNIT MEAS.	UNIT	TOTAL COST	UNIT	TOTAL COST	UNIT	TOTAL COST	
1.	Furnishing and installing of one hundred and thirty three (133) total 2' by 4' flat panel LED fixtures (item ZY-P7-75W Luminaires James Industry or approved equal) and two (2) 2' by 2' fixtures (item ZY-P4-30W Luminaires James Industry or approved equal)	1	LS		\$19,675.78		\$48,422.73		\$29,118.00	
2.	LED fixtures will be secured and wired at the existing location of the old light fixtures. Existing support wires may be used to secure per code	1	LS		\$3,443.61		\$683.00		\$26,206.00	
3.	Old fixtures that are replaced will be disconnected, removed and recycled by the contractor. This cost is to be included in the proposal	1	LS		\$1,721.80		\$789.00		\$14,118.00	
4.	950 USG Radar Climaplus ceiling tiles part no. 2842 will need to be replaced, removed and hauled away. In areas that are identified during the walkthrough, all new ceiling tiles matching the existing tiles will be installed as a part of the fixture replacement. This cost is to be included in the proposal	1	LS		\$11,163.04		\$21,640.00		\$18,817.00	
5.	Repairing/replace T-Bar	1	Price per one (1) LF	\$46.50	\$46.50	\$10.00	As Needed	\$23.00	\$23.00	
6.	Installation of dimmer switches part no. Diva 0-10V, 120V without power pack. Quantity of six (6) dimmer switches	1	LS		\$458.06		\$738.00		\$3,235.00	
<b>TOTAL</b>						\$36,508.79		\$72,272.73		\$91,517.00
10% CONTINGENCY						\$3,650.88		\$7,227.27		\$9,151.70
<b>GRAND TOTAL</b>						\$40,159.67		\$79,500.00		\$100,668.70

**EXHIBIT C**

**Request for Proposals (“RFP”) for LED Lighting Upgrade and T-Bar Ceiling Tile  
Replacement City Hall Building at 15625 East Stafford Street**

[Attached]

**REQUEST FOR PROPOSALS  
LED LIGHTING UPGRADE AND T-BAR CEILING TILE REPLACEMENT  
CITY HALL BUILDING AT 15625 E. STAFFORD STREET**

**CITY OF INDUSTRY  
CONTRACT NO. 2016 - 1007  
11/14/2016**

**A. PURPOSE**

The City of Industry is seeking General Contractor proposals to upgrade current lighting fixtures to new energy efficient flat panel LED fixtures on the second floor of City Hall, including:

- 1) Furnishing and installing of one hundred and thirty three (133) total 2' by 4' flat panel LED fixtures (item ZY-P7-75W Luminaires James Industry or approved equal) and two (2) 2' by 2' fixtures (item ZY-P4-30W Luminaires James Industry or approved equal).
- 2) LED fixtures will be secured and wired at the existing location of the old light fixtures. Existing support wires may be used to secure per code.
- 3) Old fixtures that are replaced will be disconnected, removed and recycled by the contractor. This cost is to be included in the proposal.
- 4) It is estimated that 950 USG Radar Climaplust ceiling tiles will need to be replaced, removed and hauled away. In areas that are identified during the walkthrough, all new ceiling tiles matching the existing tiles will be installed as a part of the fixture replacement.
- 5) All work is to be guaranteed and will be tested and quality assured upon completion of the project.
- 6) All material, labor hours, and applicable taxes are to be included in the bid proposal. As a public works project funded through public funds, the project is subject to prevailing wage rates and contractors must detail the trades and pay rates used in the project as a part of the proposal.

**B. CONTRACTOR SELECTION CRITERIA**

The City will base its selection on previous experience on similar projects, knowledge and expertise of individuals that will be assigned, proposed schedule and availability, and the responses of references. Price will be considered a factor; however it will not be the determining factor. We anticipate the contractor's selection within three working days of the submittal deadline. The City will notify all contractors submitting proposals of the selection.

All contractors must be "Equal Opportunity Employers" and comply with the appropriate provisions of State and Federal law. Disadvantaged Business Enterprises are encouraged to participate. The selected contractors will be expected to execute an agreement with the City which meets all State and Local requirements, including insurance and prevailing wage. All contractors and subcontractors must be identified in the proposal, and the General Contractor and all subcontractors must be registered with the State Department of Industrial Relations.

### **C. CONTENTS OF SUBMITTAL**

Proposal shall be submitted through the PlanteBids website. The format of the submittal shall generally be:

- A letter of interest signed by a principal of the firm with a statement as to the availability to complete the work.
- A description of the firm's field of expertise, capabilities, and current licenses.
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### **D. TIMELINE FOR SUBMITTALS**

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The deadline for the submission of proposals is 1:00 P.M, Friday, December 2, 2016. The final date to submit questions is Tuesday, November 29, 2016 at 2:00 P.M. Any addendums or corrections will be sent to all job walk attendees by email no later than 1:00 P.M. on Wednesday, November 30<sup>th</sup>.

**EXHIBIT A:**  
**CONTRACTOR'S PROPOSAL**  
**LED LIGHTING UPGRADE AND T-BAR CEILING TILE REPLACEMENT**  
**CITY HALL BUILDING LOCATED AT 15625 E. STAFFORD STREET**  
**CONTRACT NO. 2016-1007**

TOTAL PRICE FOR ALL WORK (FROM COST ESTIMATE SHEET):

\$ \_\_\_\_\_

Total Price Written Below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME \_\_\_\_\_

By \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

Contractor's License # \_\_\_\_\_ Class \_\_\_\_\_

Expiration Date

Contractor's DIR # \_\_\_\_\_

Expiration Date

Taxpayer Identification No: \_\_\_\_\_

Company Name \_\_\_\_\_

Owner's Name \_\_\_\_\_

Owner's Title \_\_\_\_\_

24 Hour

Telephone No.

Area Code (\_\_\_\_)

Address

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Street Name/P.O. Box

# \_\_\_\_\_

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City

State

Zip

Name of the person from your company who inspected the project site.

\_\_\_\_\_ Inspection Date \_\_\_\_\_

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the Work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the Work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.

List the name, address and license of each subcontractor who will perform work in or about the work or improvement and indicate what part of the work will be done by each subcontractor. (Attach additional pages if needed)

Name	Address	Contractor's CA License#/ CA DIR#	Work to be performed/ <b>AND</b> Percentage of Total Work Performed
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**NOTE:** Except for certain "specialty items," Greenbook, Section 2-3.2 requires not less than fifty percent (50%) of the total work to be performed by the General Contractor. Please consult that section for specifics.

List three projects of a nature similar in type, scope and magnitude to this project completed by your firm. Failure to list three projects of the nature described above shall constitute cause for the City to reject the bid as non-responsive. (Attach additional pages if needed)

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Also, list Project superintendent for Contractor on this Project and, in lieu of the superintendent, who will be his or her alternate. Please list three projects of a nature similar in type, scope and magnitude to this project completed by the superintendent and the alternate, while employed by the Bidder that is submitting this proposal. Failure to provide the information set forth above shall constitute cause for the City to reject the bid as non-responsive. (Attach additional pages if necessary)

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Please note that all features of the Work on the Project must be supervised by the Project superintendent, or his or her alternate, through Final Completion of the Project and that no substitution of the Project superintendent or the alternate is permitted without the prior written consent of the City. The City shall have the right to reasonably evaluate the qualifications of any individual proposed to substitute for the superintendent or alternate prior to giving its written consent to the substitution.

## COST ESTIMATE SHEET

PROJECT NAME: LED LIGHTING AND T-BAR CEILING TILE REPLACEMENT CITY HALL BUILDING AT  
15625 E. STAFFORD STREET

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY		UNIT PRICE	TOTAL COST
		NO. UNITS	UNIT MEAS.		
1.	Furnishing and installing of one hundred and thirty three (133) total 2' by 4' flat panel LED fixtures (item ZY-P7-75W Luminaires James Industry or approved equal) and two (2) 2' by 2' fixtures (item ZY-P4-30W Luminaires James Industry or approved equal).	1	LS		
2.	LED fixtures will be secured and wired at the existing location of the old light fixtures. Existing support wires may be used to secure per code.	1	LS		
3.	Old fixtures that are replaced will be disconnected, removed and recycled by the contractor. This cost is to be included in the proposal.	1	LS		
4.	950 USG Radar Climaplus ceiling tiles part no. 2842 will need to be replaced, removed and hauled away. In areas that are identified during the walkthrough, all new ceiling tiles matching the existing tiles will be installed as a part of the fixture replacement. This cost is to be included in the proposal.	1	LS		
5.	Repairing/replace T-Bar	1	Price per one (1) LF		
6.	Installation of dimmer switches part no. Diva 0-10V, 120V without power pack. Quantity of six (6) dimmer switches.	1	LS		
	TOTAL				
	10% CONTINGENCY				
	GRAND TOTAL				

## CITY OF INDUSTRY

### AGREEMENT FOR CONSTRUCTION SERVICES

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

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

#### ARTICLE 1 - SCOPE OF WORK

The Contractor shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the LED lighting upgrade and T-Bar ceiling tile replacement at the City Hall Building located at 15625 E. Stafford Street (hereinafter "Project").

By entering into this Agreement, Contractor acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. Contractor expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the City, the Construction Manager, the Architect, or utilities. Contractor also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the Contractor will have no remedy, and hereby expressly waives any remedy against the City or the architect on account of delay, hindrance, interference or other events caused by a separate contractor.

#### ARTICLE 2 - TIME FOR PROJECT COMPLETION

All of Contractor's work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the City. Contractor shall refer to the Notice Inviting Bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work of all individual prime contractors to the City comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within 45 working calendar days ("Contract Time").

### **ARTICLE 3 - THE CONTRACT SUM**

The City shall pay to the Contractor for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of [AMOUNT] ("Contract Sum").

### **ARTICLE 4 - PROGRESS PAYMENTS**

Based upon applications for payment submitted by the Contractor, the City shall make progress payments on account of the Contract Sum to the Contractor as provided in the General Conditions.

### **ARTICLE 5 - RETENTION OF SECURITIES**

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the Contractor.

### **ARTICLE 6 – INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT**

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

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence

is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

#### **ARTICLE 7 - PREVAILING WAGES**

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 ", for \* \* \* County. Wage rates shall conform with those posted at \_\_\_\_\_ and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
  - 1. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
  - 2. Section 1777.4, Apprenticeship Requirements.
  - 3. Section 1777.5, Apprenticeship Requirements.
  - 4. Section 1813, Penalty for Failure to Pay Overtime.
  - 5. Section 1810 and 1811, Working Hour Restrictions.
  - 6. Section 1775, Payroll Records.
  - 7. Section 1773.8, Travel and Subsistence Pay.

#### **ARTICLE 8 - RECORD AUDIT**

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

#### **ARTICLE 9 - CERTIFICATIONS**

At the time of submission of the proposal and thereafter, each proposal must be licensed as a **Class B General Building Contractor** as defined in Sections 7055-7058 of the Business and Professions Code.

#### **ARTICLE 10 - FINAL PAYMENT**

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

## **ARTICLE 11 - CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT**

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

## **ARTICLE 12 –INSURANCE**

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

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

A. Contractor shall provide the following types and amounts of insurance:

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

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$5,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Contractor 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 Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

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

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

**Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the

City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

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

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

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

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



### **Other provisions or requirements**

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

**Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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

**City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the city will be promptly reimbursed by Contractor or the City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the 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 or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's risk manager.

**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 Contractor or others providing insurance evidence in compliance with these

specifications to waive their right of recovery prior to a loss. Contractor 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).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

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

**Notice of cancellation.** Contractor 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, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella 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 Contractor'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.** Contractor 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 Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor 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 requirements.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

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

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

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

#### **ARTICLE 13 - CONTRACTOR'S LICENSE**

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

#### **ARTICLE 14 - CORPORATION IN GOOD STANDING**

If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_ whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

#### **ARTICLE 15 - PROVISIONS REQUIRED BY LAW**

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

party the Agreement shall forthwith be physically amended to make such insertion or correction.

#### **ARTICLE 16 - SUBSURFACE HAZARDOUS MATERIALS**

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:
  - 1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
  - 2. Subsurface or latent physical conditions at the site differing from those indicated.
  - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Agreement.
  
- B. Upon receipt of said notification the City will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of or the time required for performance of any part of the work, the City will issue a change order under the procedures described in the General Conditions.
  
- C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### **ARTICLE 17 - LIQUIDATED DAMAGES**

Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the City will suffer damage. It is therefore agreed that the Contractor shall pay to the City the sum of two hundred fifty dollars (\$250.00) for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or

pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

Contractor expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the City accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Construction Schedule or the accrual of liquidated damages. In the event the same is not paid, the Contractor further agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement. This Article does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the City's ability to seek other damages.

Contractor is to refer to the Project Construction Schedule for duration of individual activities. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

#### **ARTICLE 18 - COMPONENT PARTS OF THE CONTRACT**

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

Request for Proposals	Exhibit D – Non-Collusion Affidavit
Exhibit A – Contractor's Proposal	Exhibit E – Faithful Performance Bond
Exhibit B – Cost Estimate Sheet	Site Visit Certification
Exhibit C – Agreement for Construction	

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

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

#### **ARTICLE 19 - SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person

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

#### **ARTICLE 20 - COUNTERPARTS**

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

#### **ARTICLE 21 - CAPTIONS**

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

#### **ARTICLE 22 - WAIVER**

The waiver by City or Contractor 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 Contractor unless in writing.

#### **ARTICLE 23 - REMEDIES**

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

#### **ARTICLE 24 - AUTHORITY TO EXECUTE THIS AGREEMENT**

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

**“CITY”**  
City of Industry

**“CONTRACTOR”**  
INSERT NAME OF COMPANY

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

By: \_\_\_\_\_  
Name, Title

**Attest:**

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

**Approved as to form:**

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

CITY OF INDUSTRY

Request for Proposals ("RFP") LED Lighting Upgrade and T-Bar Ceiling Tile  
Replacement City Hall Building at 15625 E. Stafford Street

CONTRACT NO. 2016-1007

CONTRACTOR:

\_\_\_\_\_

BUSINESS ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

In submitting this bid for the project:

I, \_\_\_\_\_, state that I have not directly or indirectly,  
(Name)  
entered into any agreement, participated in any collusion or otherwise taken any action  
in restraint of free competitive bidding in connection with the project.

I do hereby certify under penalty of perjury under the laws of the State of California that  
the foregoing is true and correct. Executed at \_\_\_\_\_  
California, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
SIGNATURE



Bond No. \_\_\_\_\_

Date: \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the CITY OF INDUSTRY has awarded to \_\_\_\_\_  
\_\_\_\_\_ as principal, hereinafter designated as the  
"CONTRACTOR", a contract for the work described as:

Request for Proposals ("RFP") LED Lighting Upgrade and T-Bar Ceiling Tile  
Replacement City Hall Building at 15625 E. Stafford Street

CONTRACT NO. 2016-1007

AND WHEREAS, the Contractor is required to furnish a bond in connection with  
said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly  
bound unto the CITY OF INDUSTRY in the sum of \_\_\_\_\_  
(\$ \_\_\_\_\_), to be paid to the CITY OF  
INDUSTRY, its successors and assigns, for which payment will and truly to be made we  
bind ourselves, our heirs, executors and administrators, successors and assigns, jointly  
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

NOW, THEREFORE, if said Contractor its officers, agents, employees,  
subcontractors, heirs, executors, administrators, successors, or assigns shall well and  
truly do and perform all of the covenants and obligations of said contract on his part to  
be done and performed at the times and in the manner specified herein, then this  
obligation shall be null and void, otherwise it shall be and remain in full force and effect;

IN WITNESS WHEREOF, we have hereunto set our hands and seals on  
this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

By: \_\_\_\_\_  
CONTRACTOR Authorized Signature

By: \_\_\_\_\_  
SURETY COMPANY Authorized Signature

\_\_\_\_\_  
SURETY COMPANY ADDRESS

November 23, 2016

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

**Request for Proposals Addendum No. 1**

CITY OF INDUSTRY

REQUEST FOR PROPOSALS FOR LED LIGHTING UPGRADE AND T-BAR CEILING  
TILE REPLACEMENT CITY HALL BUILDING AT 15625 E. STAFFORD STREET

CONTRACT NO. 2016-1007

NOTE: The following attachments are hereby made a part of the project and supersede or amend the corresponding information included in the original Request for Proposal.

All other terms and conditions remain unchanged.

**REQUEST FOR PROPOSALS**

**C. CONTENTS OF SUBMITTAL,**

- Submittal of a Faithful Performance Bond shall be for a 100% of the contract price to guaranty faithful performance of all work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects. The Bond must remain in effect until the end of all warranty periods set forth in the contract documents.

**END OF ADDENDUM**

December 1, 2016

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

**Request for Proposals Addendum No. 2**

CITY OF INDUSTRY

REQUEST FOR PROPOSALS FOR LED LIGHTING UPGRADE AND T-BAR CEILING  
TILE REPLACEMENT CITY HALL BUILDING AT 15625 E. STAFFORD STREET

CONTRACT NO. 2016-1007

NOTE: The following attachments are hereby made a part of the project and supersede or amend the corresponding information included in the original Request for Proposal.

All other terms and conditions remain unchanged.

**REQUEST FOR PROPOSALS**

**C. CONTENTS OF SUBMITTAL,**

- Submittal of a completed Cost Estimate Sheet, attached as Exhibit B. Line Item No. 5 unit measure has been revised to price per one (1) LF. Line Item No. 6 has been revised to installation of dimmer switches part no. Diva 0-10V, 120V without power pack. Quantity of six (6) dimmer switches.

**END OF ADDENDUM**

*CITY COUNCIL*

ITEM NO. 6.9

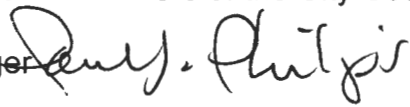



# CITY OF INDUSTRY

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

## MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

From: Paul J. Philips, City Manager 

Staff: Clem Calvillo, City Engineer, CNC Engineering  
Josh Nelson, Deputy City Engineer, CNC Engineering  
Gerardo Perez, CNC Engineering 

Date: December 22, 2016

**SUBJECT: Consideration of Change Orders Nos. 1, 2, 3 and 4 for Contract No. CITY-1421, Valley Boulevard Reconstruction with PCC Pavement from Turnbull Canyon Road to Hacienda Boulevard, with Sully-Miller Contracting Co. and Authorize the City Manager to Execute the Approved Change Orders**

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### DISCUSSION

On May 10, 2016, the City Council awarded Contract No. CITY-1421, Valley Boulevard Reconstruction with PCC Pavement from Turnbull Canyon Road to Hacienda Boulevard, in the amount of \$3,828,191.00.

During the course of construction, additional work was incurred due to unforeseen or differing site conditions, and items of work not identified in the contract specifications nor the project plans. Reimbursement of permit fees is also included as extra work.

As of December 7, 2016, the City Engineer has reviewed the following change orders for completeness and accuracy as to the materials and labor included:

- **Change Order No. 1**: As part of the project plans, the existing median in Valley Blvd. is to be removed in order to implement traffic control for the project. There is an existing traffic signal junction box at the same elevation as the median which will protrude in the travelled lane and had to be lowered. This traffic signal junction box is not shown on the project plans nor is there a pay item for adjusting it. The Contractor submitted a cost of \$2,825.98 to lower and raise this traffic signal junction box.

- **Change Order No. 2:** During excavation for the new curb and gutter and pedestrian ramps, the Contractor encountered unsuitable and wet material. It was necessary to remove the wet material, place a layer of geogrid and additional Class II base material. The cost for this work was performed on a time and material basis and totals \$2,714.88.
- **Change Order No. 3:** The contract specifications state that the City will obtain an encroachment permit from LA County Department of Public Works should the traffic control encroach onto LA County right of way. The Contractor obtained the LADPW encroachment permit at a cost of \$5,430.00 and is requesting reimbursement. This cost was not part of the original contract.
- **Change Order No. 4:** After the approved traffic control plan was implemented and Staff observed the traffic flow, the Contractor was directed to install additional traffic and business open signs and also provide additional striping. The approved traffic control plan calls for double yellow striping separating east and west bound traffic. However, it was observed that motorists were crossing the double yellow lane line into oncoming traffic. Therefore, the Contractor was directed to install glue down channelizers to separate westbound and eastbound traffic and assist motorists navigating through the construction zone. The total cost to perform this work is \$10,138.27.

## FISCAL IMPACT

Table 1 - Summary of Project Costs

<u>Contract</u>	<u>\$3,828,191.00</u>
<u>Change Order No. 1 - 4</u>	<u>\$ 21,109.13</u>
<b><u>Revised Project Cost</u></b>	<b><u>\$3,849,300.13</u></b>

The revised contract amount for Change Orders 1-4 total \$3,849,300.13. An additional cost of \$21,109.13 or a 0.55% increase from the original project contract amount. However, the original contract amount of \$3,828,191.00 includes a contingency in the amount of \$240,000.00 for unforeseen conditions. Therefore, no additional appropriations are required.

## RECOMMENDATION

Staff recommends City Council approve Change Order Nos. 1, 2, 3 and 4, authorize the City Manager or his designee to execute the approved change orders.

Exhibits: Change Order Nos. 1, 2, 3 and 4

CC:JN:GP:rg

**CITY OF INDUSTRY**

**CHANGE ORDER**

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

Change Order No. 1

**Project** Valley Boulevard Reconstruction with  
 PCC Pavement from Turnbull Canyon  
 Road to Hacienda Boulevard

**Contract No.** CITY-1421

**Date** December 22, 2016

**Type**  
**Project** Street Reconstruction

**Contractor** Sully Miller Contracting Co.

**Location** City of Industry

**Explanation:**

Adjust and re-adjust a traffic signal junction box in the existing median. The median is to be removed in order to be used as a travel lane

Extra Work by: Contract Items X Negotiated T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Adjust and re-adjust a traffic signal junction box	LS	\$2,825.98	\$2,825.98	
<b>TOTAL COST</b>				<b>\$2,825.98</b>	

**T & M SUMMARY**

*Labor Cost	+ 20%	Total Labor	
*Equipment Cost	+ 15%	Total Equipment	
*Material Cost	+ 15%	Total Materials	
(*Attach breakdown of labor, equipment and materials)		Sub-Total	
<b>CHANGE ORDER SUMMARY</b>		% of Contract Amount	Other Additive
Original Contract Amount	\$3,828,191.00		Total T & M
Total Previous Change Orders	0.00%		
Total Change Orders	\$ 2,825.98	0.07%	<b>Pay This CHANGE ORDER \$ 2,825.98 0.07%</b>

Authorized by \_\_\_\_\_

Additional Working Days \_\_\_\_\_

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

Mate E. Perez 12-12-16  
 Contractor Representative Date

Clement N. Calvillo 12-12-16  
 City Engineer Date

Paul J. Phillips 12-12-16  
 City Manager Date

Gerardo Perez  
 Project Manager Date

C.O. # 1



**SULLY-MILLER CONTRACTING CO.**

License 747612A

135 S. State College Blvd., STE. 400 ♦ Brea, CA 92821 ♦ PHONE 714-578-9600

August 31, 2016

TO: City of Industry  
15625 Stafford St  
Industry, CA 91744

File: Valley Blvd Reconstruction  
Job No.: 10180528  
**SM-002**

ATT: City Engineer

**RE: Change Order Request # 1 – Double Adjust Traffic Signal Pull Box**

Mr. Engineer,

Sully-Miller Contracting Company would like to propose a change order for the adjustment of the traffic signal pull box in the median near Hacienda on Valley Blvd that was not shown on the plans. The existing pull box will need to be taken out and the wires will need to be adjust under the asphalt grade using a temporary plate. Once the median is placed back, the pull box will be adjusted to the new grade. The total cost, including markups, is \$2,825.98.

Attached is the breakdown for your review.. Please let me know if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read 'Scott C', written over a white background.

Scott Conover  
Project Manager  
cc: file, scan



**SULLY-MILLER CONTRACTING EXTRA WORK ANALYSIS**



Bill to	City of Industry
Location of Work	Hacienda and Valley
Description of work	Lower Traffic Signal Box to Grade and Place Cover and Adjust in New Median

Report #	1	Sub Work Y/N:	Y
Change Order		Prepared By:	SC
Performed By	Sully-Miller	Job #	10180528
Work Date	September 1, 2016	Ticket #	
Date of Report	August 31, 2016		

**Equipment**

EQ. No.	Description	Caltrans			Hrs	Hourly Rate	Extended Amount
		Class	Make	Code			
Sub Total Equipment							\$ -

**Labor**

Emp. No.	Employee Name	Class	Hours			Rate			Extended Amount
			ST	OT	DT	ST	OT	DT	
Sub Total Labor									\$ -

**Materials or Subcontract Work**

Vendor -or- Subcontractor	Description	Quantity	Cost	u/m	TOTAL
CPE	Lower Box/Place Plate	1.00	\$ 2,000.00	LS	\$ 2,000.00
Trench Shoring	6x10 Plate	2.00	\$ 200.00	MO	\$ 400.00
Trench Shoring	Delivery/Pickup	2.00	\$ 60.00	EA	\$ 120.00
Sub Total Material / Subcontractor					\$ 2,520.00

Sub Total Equipment	\$ -
Sub Total Labor	\$ -
Sub Subcontractor	\$ 2,000.00
Sub Total Material	\$ 520.00
<b>SUBTOTAL</b>	<b>\$ 2,520.00</b>
20% Mark Up Labor	\$ -
10% Mark Up Sub	\$ 200.00
15% Mark Up Materials	\$ 78.00
15% Mark Up Equipment	\$ -
<b>Total</b>	<b>\$ 2,798.00</b>
1% Bond	\$ 27.98
<b>GRAND TOTAL</b>	<b>\$ 2,825.98</b>

Approved for receipt only  
 Approved for payment  
 Agency Representative \_\_\_\_\_ Date \_\_\_\_\_ Contractor's Representative \_\_\_\_\_ Date \_\_\_\_\_

# California Professional Engineering, Inc.

929 Otterbein Avenue Unit E

La Puente, CA 91748

License # 793907 Exp: 04/30/2017

Classifications: A C-10 C-20; 8A Certified

LSBE Certified LA County #54567 Exp: 10/31/2016

SBE Certified DGS #54567 Exp: 10/31/2016

SMBE/DBE/UDBE Certified Caltrans #31277 Exp: -

DIR #1000001980 Exp. 06/30/2017

Union Signatory

**Estimate Number**

**16-1063**

**Project Name: HACIENDA & VALLEY**

**Project #: SM #10180528**

**Agency: INDUSTRY, CA**

**Bid Due Date: 8/31/2016**

**Bid Due Time:**

Conditions Set Forth:

1. Estimate Based On One (1) Mobilization Only Unless Otherwise Noted. Additional Mobilizations at \$1,500.00/ea.
  2. If Loop Work Quoted: Loop Stub-Out Must Be Existing & Marked If Not Called Out To Replace Per Plans; Cat-Tracking Must be Approved Prior.
  3. 2-Weeks Notification Required For Any Loop Work. 1-Work Day Based on Eight (8) Consecutive Work Hours per Day.
  4. If You Are The Lowest Bidder & Listed CPE, Please Inform Us Within 48 Hours. Electrical Material May Also Contain Long-Lead Items.
  5. Quote Valid For: 30 Days; California Professional Engineering, Inc. reserves the right to revise quotation as necessary.
- CPE is pleased to provide this estimate for the intended use of the Contractor to furnish labor and/or material in strict accordance with the plans and specifications as follows:*

Item #	Description:	UOM:	Qty:	Unit Price:	Subtotal:
1	LOWER PULL BOX INSIDE ISLAND  EXCLUDE ANY CONCRETE WORK	LS	1	2,000.00	2,000.00

Exclusions: Bond Premium; All Permits; Signage; Lane Closure Request, Traffic Control, and Traffic Control Plans; Water; Sidewalk Concrete; Regulatory Signs; Stake and/or Survey; Pedestrian Barricade; Hauling Dirt, Debris, & Concrete Foundation Away; All Concrete Work; Handicap Ramps; Repaving Street; Repaving Potholes; USA Marking Removals; Irrigation Work, Striping; Cold Mix; Any Inspection Fees; Detector Cards; Temporary Loops; And/Or High Voltage Line Conflicts, Unless Otherwise Noted. Certificates of Insurance will be provided upon award of subcontract - any change in company standard verbiage may or may not be available depending on our current carrier.

Terms: Due & payable in 30 days upon completion; 1.5% monthly interest will apply thereafter. Bid based on entire bill of material and services and is inseparable unless written authorization is provided by CPE.

Acceptance \_\_\_\_\_

**TOTAL:**

**\$2,000.00**

**CITY OF INDUSTRY**

**CHANGE ORDER**

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

Change Order No. 2

Valley Boulevard Reconstruction with  
**Project** PCC Pavement from Turnbull Canyon  
 Road to Hacienda Boulevard

Contract No. CITY-1421

Date December 22, 2016

**Type**

**Project** Street Reconstruction

**Contractor** Sully Miller Contracting Co.

**Location** City of Industry

**Explanation:**

The Contractor encountered wet material at various locations during construction of curb and gutter which had to be over-excavated and replaced with Class II base and recompacted

Extra Work by: \_\_\_\_\_  
 Contract Items \_\_\_\_\_ X \_\_\_\_\_  
 Negotiated \_\_\_\_\_ T & M \_\_\_\_\_

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Remove of existing wet material, replace with Class II base and recompact various locations	LS	\$2,714.88	\$2,714.88	
<b>TOTAL COST</b>				<b>\$2,714.88</b>	

**T & M SUMMARY**

*Labor Cost	+ 20%	Total Labor	
*Equipment Cost	+ 15%	Total Equipment	
*Material Cost	+ 15%	Total Materials	
(*Attach breakdown of labor, equipment and materials)		Sub-Total	
<b>CHANGE ORDER SUMMARY</b>		% of Contract Amount	Other Additive
Original Contract Amount	\$3,828,191.00		Total T & M
Total Previous Change Orders	\$ 2,825.98	0.07%	
Total Change Orders	\$ 5,540.86	0.14%	Pay This CHANGE ORDER \$ 2,714.88 0.07%

Authorized by \_\_\_\_\_

Additional Working Days \_\_\_\_\_

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

Mahn E. Jim 12-12-14  
 Contractor Representative Date  
Clement N. Calvillo 12-12-16  
 City Engineer Date

Paul J. Philips - City Manager Date  
Gerardo Perez 12-12-16  
 Gerardo Perez, Project Manager Date

C.O. # 2



SULLY-MILLER CONTRACTING CO.

License 747612A

135 S. State College Blvd., STE. 400 ♦ Brea, CA 92821 ♦ PHONE 714-578-9600

September 30, 2016

TO: City of Industry  
15625 Stafford St  
Industry, CA 91744

File: Valley Blvd Reconstruction  
Job No.: 10180528  
**SM-003**

ATT: City Engineer

**RE: Change Order Request # 2 – Overexcavate Unsuitable Material**

Mr. Engineer,

Sully-Miller Contracting Company would like to propose a change order for the overexcavation of unsuitable materials at various locations and place back with class II base material in lifts. The total cost, including markups, is \$2,714.88.

Attached is the breakdown for your review. Please let me know if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read 'Scott C', is written over a light blue horizontal line.

Scott Conover  
Project Manager  
cc: file, scan



**SULLY-MILLER CONTRACTING EXTRA WORK ANALYSIS**



Bill to	City of Industry
Location of Work	Valley Blvd
Description of work	Remove 6" of unsuitable soil & palce base & compact in wet areas. 745 SF (curb ramp at Proctor) and 123 SF (under curb at Turnball)

Report #	1	Sub Work Y/N:	N
Change Order		Prepared By:	SC
Performed By	Sully-Miller	Job #	13180528
Work Date	September 12, 2016	Ticket #	37963
Date of Report	September 30, 2016		

Equipment		Caltrans			Hrs	Hourly Rate	Extended Amount
EQ. No.	Description	Class	Make	Code			
SUL253214	11 JD 710J BACKHOE				0.5	\$ 52.27	\$ 26.14
SUL121R001H	DUMP TRUCK (8-8 WHEELS)				0.5	\$ 42.43	\$ 21.22
Sub Total Equipment							\$ 47.35

Labor		Hours			Rate			Extended Amount	
Emp. No.	Employee Name	Class	ST	OT	DT	ST	OT		DT
10141460	Lopez, William	Laborer Group 3	0.5			60.87	81.44	102.00	\$ 30.44
10006755	Montoya, Espectaculo	Laborer Group 4	0.5			62.78	84.30	105.82	\$ 31.39
10006599	Ellis, Rick L.	Backhoe Operator Gro	0.5			80.92	108.44	135.95	\$ 40.46
Sub Total Labor								\$ 102.28	

Vendor -or- Subcontractor		Description	Quantity	Cost	u/m	TOTAL
Infinity Recycling		Class II Base	7.00	\$ 3.00	TN	\$ 21.00
Sub Total Material / Subcontractor \$ 21.00						

Sub Total Equipment	\$	47.35
Sub Total Labor	\$	102.28
Sub Subcontractor	\$	-
Sub Total Material	\$	21.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>170.63</b>
20%	Mark Up Labor	\$ 20.46
10%	Mark Up Sub	\$ -
15%	Mark Up Materials	\$ 3.15
15%	Mark Up Equipment	\$ 7.10
<b>Total</b>		<b>\$ 201.34</b>
1%	Bond	\$ 2.01
<b>GRAND TOTAL</b>	<b>\$</b>	<b>203.36</b>

Approved for receipt only  
 Approved for payment  
 Agency Representative \_\_\_\_\_ Date \_\_\_\_\_ Contractor's Representative \_\_\_\_\_ Date \_\_\_\_\_

# SULLY-MILLER CONTRACTING

37963

AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS

CUSTOMER NAME: CITY OF INDUSTRY

WORK DATE: 9/12/16

JOB NUMBER: 10190528

ITEM NUMBER:

CHANGE ORDER NO.:

LOCATION OF WORK: VALLEY BLVD.

DESCRIPTION OF WORK: REMOVE 6" OF UNSUITABLE SOIL & PLACE BASE & COMPACT IN WET AREAS - 74 SF @ CURB RAMP RETURN @ SE CORNER OF PROCTOR & VALLEY & 123 SF UNDER CURB CO. OWNED EQUIPMENT LABOR @ SE CORNER OF TURNBULL & VALLEY

EQUIP. NO.	DESCRIPTION	HOURS
<u>253214</u>	<u>JD 710 BACKHOE</u>	<u>.5</u>


CLASS	NAME	Employee #	HOURS	TYPE
LAB	<u>WILLIAM LOPEZ</u>		<u>.5</u>	<input checked="" type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
	<u>ESPECTACION MONTOYA</u>		<u>.5</u>	<input checked="" type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
OE	<u>RICK ELLIS</u>		<u>.5</u>	<input checked="" type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
MSN				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT

**RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK**

DESCRIPTION	RENTAL EQ#	SUPPLIER	QTY/HRS
<u>BOBTAIL DUMP</u>		<u>QUINN</u>	<u>.5 HR</u>
<u>UNCLASSIFIED EXCAVATION</u>			<u>3.6 CY</u>
<u>CLASS II BASE</u>			<u>7 TN</u>

**MISC. ITEMS**

DESCRIPTION	QUANTITY
EQUIPMENT MOVES	
PLANT OPENINGS	
SUBSISTENCE PAY	
TRAFFIC CONTROL SUPPLIES LIST)	
OTHER	

  
 SULLY-MILLER CONTRACTING REPRESENTATIVE  
 Please Print Name

DATE: 9/12/16

  
 CUSTOMER'S REPRESENTATIVE  
 Please Print Name

DATE: 9/12/16

SC

Infinity Recycling & Materials, inc.  
P.O. Box 553  
Riverside, CA 92502-0553

# Invoice

Order #: 1075313  
BMS: 55  
Date Due: 10/3  
Job #: 10/80528

Date	Invoice #
8/16/2016	4920

<b>Bill To</b>
Sully Miller Contracting Co. 135 S. State College Blvd. #400 Brea, CA 92821

<b>Ship To</b>
360 Parriott Pl. Industry

P.O. No.	Terms
5135	Net 30

Quantity	Description	Rate	Amount
60	CLASS II BASE / CMB	3.00	180.00T
60	Transportation: S14	4.00	240.00
		9.00%	16.20

RECEIVED  
AUG 25 2016  
ACCTS PAYABLE

We appreciate your prompt payment.	<b>Total</b>	\$436.20
------------------------------------	--------------	----------



**SULLY-MILLER CONTRACTING EXTRA WORK ANALYSIS**



Bill to	City of Industry
Location of Work	Valley Blvd
Description of work	Remove 5" of unsuitable soil & palce base & compact in wet areas. Three different locations between station 235+00 and 236+54.

Report #	2	Sub Work Y/N:	N
Change Order		Prepared By:	SC
Performed By	Sully-Miller	Job #	10180528
Work Date	September 13, 2016		
Date of Report	September 30, 2016	Ticket #	37964

**Equipment**

EQ. No.	Description	Caltrans			Hrs	Hourly Rate	Extended Amount
		Class	Make	Code			
SUL253214	11 JD 710J BACKHOE				0.5	\$ 52.27	\$ 26.14
SUL121R001H	DUMP TRUCK (6-8 WHEELS)				0.5	\$ 42.43	\$ 21.22
Sub Total Equipment							\$ 47.35

**Labor**

Emp. No.	Employee Name	Class	Hours			Rate			Extended Amount
			ST	OT	DT	ST	OT	DT	
10141460	Lopez, William	Laborer Group 3	0.5			60.87	81.44	102.00	\$ 30.44
10006758	Montoya, Espectaclo	Laborer Group 4	0.5			62.78	84.30	105.82	\$ 31.39
10006599	Ellis, Rick L	Backhoe Operator Gro	0.5			80.92	108.44	135.95	\$ 40.46
Sub Total Labor								\$ 102.28	

**Materials or Subcontract Work**

Vendor -or- Subcontractor	Description	Quantity	Cost	u/m	TOTAL
Infinity Recycling	Class II Base	3.00	\$ 3.00	TN	\$ 9.00
Sub Total Material / Subcontractor					\$ 9.00

	Sub Total Equipment	\$ 47.35
	Sub Total Labor	\$ 102.28
	Sub Subcontractor	\$ -
	Sub Total Material	\$ 9.00
	<b>SUBTOTAL</b>	<b>\$ 158.63</b>
20%	Mark Up Labor	\$ 20.46
10%	Mark Up Sub	\$ -
15%	Mark Up Materials	\$ 1.35
15%	Mark Up Equipment	\$ 7.10
	<b>Total</b>	<b>\$ 187.54</b>
1%	Bond	\$ 1.88
	<b>GRAND TOTAL</b>	<b>\$ 189.42</b>

Approved for receipt only  
 Approved for payment

Agency Representative \_\_\_\_\_ Date \_\_\_\_\_ Contractor's Representative \_\_\_\_\_ Date \_\_\_\_\_

# SULLY-MILLER CONTRACTING

37964

AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS

CUSTOMER NAME: CITY OF INDUSTRY

WORK DATE: 9/13/16

JOB NUMBER: 10180528

ITEM NUMBER:

CHANGE ORDER NO.:

LOCATION OF WORK: VALLEY BLVD. - REMOVE 6" OF UNSUITABLE SOILS & FILL W/ COMPACTED  
 DESCRIPTION OF WORK: BASE IN WET AREAS @ 3 LOCATIONS 3'x5', 3'x5', 3'x19' UNDER CURB &  
GUTTER ON SOUTH SIDE BTWN ST 235+00 - ST 236+54/HAUL & STOCKPILED SPOILS 1/4 YARD

**CO. OWNED EQUIPMENT**

EQUIP. NO.	DESCRIPTION	HOURS
243214	JD 710 BACKHOE	.5

**LABOR**

CLASS	NAME	Employee #	HOURS	TYPE
LAB	WILLIAM LOPEZ		.5	<input checked="" type="radio"/> ST <input type="radio"/> OT <input type="radio"/> DT
	ESPECTACION MONTOYA		.5	<input checked="" type="radio"/> ST <input type="radio"/> OT <input type="radio"/> DT
				ST OT DT
				ST OT DT
				ST OT DT
OE	RICK GULLS		.5	<input checked="" type="radio"/> ST <input type="radio"/> OT <input type="radio"/> DT
				ST OT DT
				ST OT DT
				ST OT DT
				ST OT DT
MSN				ST OT DT
				ST OT DT
				ST OT DT

**RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK**

DESCRIPTION	RENTAL EQ#	SUPPLIER	QTY/HRS
BOBTAIL DUMP		QUINN	.5 HR
UNCLASSIFIED EXCAVATION			1.6 CY
CLASS II BASE		INFINITY	3 TN

**MISC. ITEMS**

DESCRIPTION	QUANTITY
EQUIPMENT MOVES	
PLANT OPENINGS	
SUBSISTENCE PAY	
TRAFFIC CONTROL SUPPLIES LIST)	
OTHER	

[Signature] DATE: 9/13/16  
 SULLY-MILLER CONTRACTING REPRESENTATIVE:  
 Please Print Name

[Signature] DATE: 9/13/16  
 CUSTOMER'S REPRESENTATIVE  
 Please Print Name

50

Infinity Recycling & Materials, inc.  
P.O. Box 553  
Riverside, CA 92502-0553

# Invoice

Order #: 10175313  
SPTS: 55  
Due: 10/3  
Job #: 10180528

Date	Invoice #
8/16/2016	4920

<b>Bill To</b>
Sully Miller Contracting Co. 135 S. State College Blvd. #400 Brea, CA 92821

<b>Ship To</b>
360 Patriot Pl. Industry

P.O. No.	Terms
5135	Net 30

Quantity	Description	Rate	Amount
60	CLASS II BASE / CMB	3.00	180.00T
60	Transportation: S14	4.00	240.00
		9.00%	16.20
<b>RECEIVED</b> <b>AUG 25 2016</b> <b>ACCTS PAYABLE</b>			
We appreciate your prompt payment.		<b>Total</b>	<b>\$436.20</b>

**SULLY-MILLER CONTRACTING EXTRA WORK ANALYSIS**



Bill to	City of Industry
Location of Work	Valley Blvd
Description of work	Remove 6" of unsuitable soil & paice base & compact in wet areas. 168 SF under ramp at southwest corner of Hacienda and Valley.

Report #	3	Sub Work Y/N:	N
Change Order		Prepared By:	SC
Performed By	Sully-Miller	Job #	10180528
Work Date	September 13, 2016	Ticket #	37965
Date of Report	September 30, 2016		

**Equipment**

EQ. No.	Description	Caltrans			Hrs	Hourly Rate	Extended Amount
		Class	Make	Code			
SUL253214	11 JD 710J BACKHOE				1.0	\$ 52.27	\$ 52.27
SUL121R001H	DUMP TRUCK (8-8 WHEELS)				1.0	\$ 42.43	\$ 42.43
Sub Total Equipment							\$ 94.70

**Labor**

Emp. No.	Employee Name	Class	Hours			Rate			Extended Amount
			ST	OT	DT	ST	OT	DT	
10141460	Lopez, William	Laborer Group 3	1.0			60.87	81.44	102.00	\$ 60.87
10006756	Montoya, Espectac	Laborer Group 4	1.0			62.78	84.30	105.82	\$ 62.78
10006699	Ellis, Rick L	Backhoe Operator Gro	1.0			80.92	108.44	135.95	\$ 80.92
Sub Total Labor									\$ 204.57

**Materials or Subcontract Work**

Vendor -or- Subcontractor	Description	Quantity	Cost	u/m	TOTAL
Infinity Recycling	Class II Base	9.00	\$ 3.00	TN	\$ 27.00
United Rock	Dump Fee	1.00	\$ 90.00	EA	\$ 90.00
Sub Total Material / Subcontractor					\$ 117.00

Sub Total Equipment	\$ 94.70
Sub Total Labor	\$ 204.57
Sub Subcontractor	\$ -
Sub Total Material	\$ 117.00
<b>SUBTOTAL</b>	<b>\$ 416.27</b>
20%	Mark Up Labor \$ 40.91
10%	Mark Up Sub \$ -
15%	Mark Up Materials \$ 17.55
15%	Mark Up Equipment \$ 14.21
Total	\$ 488.94
1%	Bond \$ 4.88
<b>GRAND TOTAL</b>	<b>\$ 493.83</b>

Approved for receipt only	Agency Representative	Date	Contractor's Representative	Date
Approved for payment				

# SULLY-MILLER CONTRACTING

37965

## AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS

CUSTOMER NAME: CITY OF INDUSTRY WORK DATE: 9/15/16  
 JOB NUMBER: 10180528 ITEM NUMBER: \_\_\_\_\_ CHANGE ORDER NO.: \_\_\_\_\_  
 LOCATION OF WORK: VALLEY BLVD - REMOVE 6" UNSUITABLE SOILS & PLACE & COMPACT BASE  
 DESCRIPTION OF WORK: IN WET AREA / 108 SF UNDER HANDICAP RAMP @ SW CORNER OF  
HACIENDA & VALLEY - STOCKPILE SOILS IN YARD

### CO. OWNED EQUIPMENT

EQUIP. NO.	DESCRIPTION	HOURS
253214	JD 710 BACKHOE	1

### LABOR

CLASS	NAME	Employee #	HOURS	TYPE
LAB	WILLIAM LOPEZ		1	(ST) OT DT
	ESPACTACION MONTOYA		1	(ST) OT DT
				ST OT DT
				ST OT DT
				ST OT DT
OE	RICK ELLIS		1	(ST) OT DT
				ST OT DT
				ST OT DT
				ST OT DT
				ST OT DT
MSN				ST OT DT
				ST OT DT
				ST OT DT

### RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK

DESCRIPTION	RENTAL EQ#	SUPPLIER	QTY/HRS
BOBTAIL DUMP		QUINN	1 HR
UNCLASSIFIED EXCAVATION			4.4CY
CLASS II BASE		INFINITY	9 TN

### MISC. ITEMS

DESCRIPTION	QUANTITY
EQUIPMENT MOVES	
PLANT OPENINGS	
SUBSISTENCE PAY	
TRAFFIC CONTROL SUPPLIES LIST)	
OTHER	

[Signature] DATE: 9/15/16  
 SULLY-MILLER CONTRACTING REPRESENTATIVE  
 Please Print Name

[Signature] DATE: 9/15/16  
 CUSTOMER'S REPRESENTATIVE  
 Please Print Name

96

Infinity Recycling & Materials, inc.  
P.O. Box 553  
Riverside, CA 92502-0553

Order #: 1075313  
SYMS: 55  
Date Due: 10/3  
Job #: 1080528

# Invoice

Date	Invoice #
8/16/2016	4920

<b>Bill To</b>
Sully Miller Contracting Co. 135 S. State College Blvd. #400 Brea, CA 92821

<b>Ship To</b>
360 Patriot Pl. Industry

P.O. No.	Terms
5135	Net 30

Quantity	Description	Rate	Amount
60	CLASS II BASE / CMB	3.00	180.00T
60	Transportation: S14	4.00	240.00
		9.00%	16.20

RECEIVED  
AUG 25 2016  
ACCTS PAYABLE

We appreciate your prompt payment.

**Total** \$436.20

# SULLY-MILLER CONTRACTING EXTRA WORK ANALYSIS



Bill to:	City of Industry
Location of Work:	Valley Blvd
Description of work:	Remove 6" of unsuitable soil & paice base & compact in wet areas. In curb and gutter and cross gutter at north side of Valley and Proctor.

Report #	4	Sub Work Y/N:	N
Change Order		Prepared By:	SC
Performed By	Sully-Miller	Job #	10180326
Work Date	September 19, 2016	Ticket #	37966
Date of Report:	September 30, 2016		

### Equipment

EQ. No.	Description	Catrans			Hrs	Hourly Rate	Extended Amount
		Class	Make	Code			
SUL253214	11 JD 710J BACKHOE				2.0	\$ 52.27	\$ 104.54
SUL121R001H	DUMP TRUCK (8-8 WHEELS)				2.0	\$ 42.43	\$ 84.86
Sub Total Equipment							\$ 189.40

### Labor

Emp. No.	Employee Name	Class	Hours			Rate			Extended Amount
			ST	OT	DT	ST	OT	DT	
10141460	Lopez, William	Laborer Group 3	2.0			80.87	81.44	102.00	\$ 121.74
10164927	Barrientos, Cecilio	Laborer Group 3	2.0			80.87	81.44	102.00	\$ 121.74
10006599	Ellis, Rick L	Backhoe Operator Gro	2.0			80.92	108.44	135.95	\$ 161.84
Sub Total Labor									\$ 405.33

### Materials or Subcontract Work

Vendor -or- Subcontractor	Description	Quantity	Cost	u/m	TOTAL
Infinity Recycling	Class II Base	16.00	\$ 3.00	TN	\$ 48.00
United Rock	Dump Fee	1.00	\$ 90.00	EA	\$ 90.00
Sub Total Material / Subcontractor					\$ 138.00

Sub Total Equipment	\$	189.40
Sub Total Labor	\$	405.33
Sub Subcontractor	\$	-
Sub Total Material	\$	138.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>732.73</b>
20%	Mark Up Labor	\$ 81.07
10%	Mark Up Sub	\$ -
15%	Mark Up Materials	\$ 20.70
15%	Mark Up Equipment	\$ 28.41
	Total	\$ 862.90
1%	Bond	\$ 8.63
<b>GRAND TOTAL</b>		<b>\$ 871.53</b>

<input type="checkbox"/>	Approved for receipt only	_____ Agency Representative	_____ Date
<input type="checkbox"/>	Approved for payment	_____ Contractor's Representative	_____ Date

# SULLY-MILLER CONTRACTING

37966

AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS

CUSTOMER NAME: CITY OF INDIANAPOLIS WORK DATE: 9/19/16

JOB NUMBER: 10150678 ITEM NUMBER: \_\_\_\_\_ CHANGE ORDER NO.: \_\_\_\_\_

LOCATION OF WORK: VALLEY BLVD - REMOVE 6" UNSUITABLE SOILS THEN PLACE & COMPACT BASE

DESCRIPTION OF WORK: IN WET AREAS - 3x75' UNDER CURB & GUTTER & 7x70' 9x10' UNDER CROSS GUTTER P.I.'S @ NORTH SIDE OF VALLEY & PROCTOR STACKPILS SPOILS

**CO. OWNED EQUIPMENT**

EQUIP. NO.	DESCRIPTION	HOURS
753714	JD 710 BACKHOE	2

**LABOR 911 YARD**


CLASS	NAME	Employee #	HCUFIS	TYPE
LAB	CACILIO BARRIENTOS		2	ST OT DT
	WILLIAM LOPEZ		2	ST OT DT
				ST OT DT
				ST OT DT
				ST OT DT
OE	RICK GILKS		2	ST OT DT
				ST OT DT
				ST OT DT
				ST OT DT
MSN				ST OT DT
				ST OT DT
				ST OT DT


**RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK**

DESCRIPTION	RENTAL EQ#	SUPPLIER	QTY/HRS
BOBTAIL DUMP		QUINN	2 HR
UNCLASSIFIED EXCAVATION			8.6 CY
CLASS II BASE		INFINITY	16 TMS

**MISC. ITEMS**

DESCRIPTION	QUANTITY
EQUIPMENT MOVES	
PLANT OPENINGS	
SUBSISTENCE PAY	
TRAFFIC CONTROL SUPPLIES LIST)	
OTHER	


 DATE: 9/19/16  
 SULLY-MILLER CONTRACTING REPRESENTATIVE  
 Please Print Name


 DATE: 9/19/16  
 CUSTOMER'S REPRESENTATIVE  
 Please Print Name



SC

Infinity Recycling & Materials, inc.  
P.O. Box 553  
Riverside, CA 92502-0553

Order #: 1075313  
Items: 55  
Date Due: 10/3  
Job #: 10180528

# Invoice

Date	Invoice #
8/16/2016	4920

<b>Bill To</b>
Sully Miller Contracting Co. 135 S. State College Blvd. #400 Brea, CA 92821

<b>Ship To</b>
360 Parriott Pl. Industry

P.O. No.	Terms
5135	Net 30

Quantity	Description	Rate	Amount
60	CLASS II BASE / CMB	3.00	180.00T
60	Transportation: S14	4.00	240.00
		9.00%	16.20

RECEIVED  
AUG 25 2016  
ACCTS PAYABLE

We appreciate your prompt payment.	<b>Total</b>	\$436.20
------------------------------------	--------------	----------



# SULLY-MILLER CONTRACTING

37967

AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS

CUSTOMER NAME: CITY OF INDUSTRY WORK DATE: 9/21/16

JOB NUMBER: 10180528 ITEM NUMBER: \_\_\_\_\_ CHANGE ORDER NO.: \_\_\_\_\_

LOCATION OF WORK: VALLEY BLVD.

DESCRIPTION OF WORK: REMOVE AC & UNSUITABLE SOILS OVER APPROX. 355F 3' DEEP/ FILL & COMPACT IN LIFTS W/ RECLAIMED BASE & TOP W/ 3" TEMP AC @ FAUCED AC

**CO. OWNED EQUIPMENT**

EQUIP. NO.	DESCRIPTION	HOURS
<u>253214</u>	<u>JD 710 BACKHOE</u>	<u>2</u>

**LABOR AREA on N. SIDE @ ST 227+90**

CLASS	NAME	Employee #	HOURS	TYPE
LAB	<u>CECILIO BARRIENTOS</u>		<u>2</u>	<input checked="" type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
	<u>WILLIAM LOPEZ</u>		<u>2</u>	<input checked="" type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
	<u>CHRIS MAULDIN</u>		<u>2</u>	<input checked="" type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
OE	<u>RICK ELLIS</u>		<u>2</u>	<input checked="" type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
	<u>CORY CAYTON (FOREMAN)</u>		<u>1</u>	<input checked="" type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
MSN				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT
				<input type="checkbox"/> ST <input type="checkbox"/> OT <input type="checkbox"/> DT

**RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK**

DESCRIPTION	RENTAL EQ#	SUPPLIER	QTY/HRS
<u>BOBTAIL DUMP</u>		<u>QUINN</u>	<u>2 HR</u>

**MISC. ITEMS**

DESCRIPTION	QUANTITY
EQUIPMENT MOVES	
PLANT OPENINGS	
SUBSISTENCE PAY	
TRAFFIC CONTROL SUPPLIES LIST	
OTHER	

[Signature] DATE: 9/21/16  
 SULLY-MILLER CONTRACTING REPRESENTATIVE  
 Please Print Name

[Signature] DATE: 9/21/16  
 CUSTOMER'S REPRESENTATIVE  
 Please Print Name

**CITY OF INDUSTRY**

**CHANGE ORDER**

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

Change Order No. 3

**Project** Valley Boulevard Reconstruction with  
 PCC Pavement from Turnbull Canyon  
 Road to Hacienda Boulevard

**Contract No.** CITY-1421

**Date** December 22, 2016

**Type**

**Project** Street Reconstruction

**Contractor** Sully Miller Contracting Co.

**Location** City of Industry

**Explanation:**

The Contractor was required to obtain an encroachment permit from LACDPW as part of their traffic control plan.

The cost was not part of the original contract.

Extra Work by: X

Contract Items

Negotiated

T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Reimbursement for LACDPW encroachment permit fees	LS	\$5,430.00	\$5,430.00	
<b>TOTAL COST</b>				<b>\$5,430.00</b>	

**T & M SUMMARY**

*Labor Cost	+ 20%	Total Labor	
*Equipment Cost	+ 15%	Total Equipment	
*Material Cost	+ 15%	Total Materials	
(*Attach breakdown of labor, equipment and materials)		Sub-Total	
		Other Additive	
		Total T & M	
<b>CHANGE ORDER SUMMARY</b>	% of Contract Amount	<b>Pay This CHANGE ORDER</b>	<b>\$ 5,430.00</b> 0.14%
Original Contract Amount	\$3,828,191.00		
Total Previous Change Orders	\$ 5,540.86 0.14%		
Total Change Orders	\$ 10,970.86 0.29%		

Authorized by \_\_\_\_\_

Additional Working Days \_\_\_\_\_

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

Mike E. Perez 12-12-16  
 Contractor Representative Date  
Clement N. Calvillo 12.12.16  
 City Engineer Date

Paul J. Philips - City Manager Date  
Gerardo Perez 12.12.16  
 Project Manager Date

C.O. # 3



**SULLY-MILLER CONTRACTING CO.**

License 747612A

135 S. State College Blvd., STE. 400 ♦ Brea, CA 92821 ♦ PHONE 714-578-9600

October 26, 2016

TO: City of Industry  
15625 Stafford St  
Industry, CA 91744

File: Valley Blvd Reconstruction  
Job No.: 10180528  
**SM-004**

ATT: City Engineer

**RE: Change Order Request # 3 – LADPW Encroachment Permit Fees**

Mr. Engineer,

Sully-Miller Contracting Company would like to propose a change order for purchasing and obtaining the LADPW encroachment permit. The total cost, including markups, is ~~\$6,306.95~~.

*\$5430.<sup>00</sup> GP*

Attached is the breakdown for your review. Please let me know if you have any questions.

Respectfully,

Scott Conover  
Project Manager  
cc: file, scan

# SULLY-MILLER CONTRACTING EXTRA WORK ANALYSIS



Bill to	City of Industry
Location of Work	Valley Blvd
Description of work	Purchase LADPW encroachment permit

Report #	1	Sub Work Y/N:	N
Change Order		Prepared By:	SC
Performed By	Sully-Miller	Job #	10180528
Work Date	N/A	Ticket #	
Date of Report	October 26, 2016		

### Equipment

EQ. No.	Description	Caltrans			Hrs	Hourly Rate	Extended Amount
		Class	Make	Code			
Sub Total Equipment							\$ -

### Labor

Emp. No.	Employee Name	Class	Hours			Rate			Extended Amount
			ST	OT	DT	ST	OT	DT	
Sub Total Labor									\$ -

### Materials or Subcontract Work

Vendor -or- Subcontractor	Description	Quantity	Cost	u/m	TOTAL
LADPW	LADPW Fees	1.00	\$ 5,430.00	LS	\$ 5,430.00
Sub Total Material / Subcontractor					\$ 5,430.00

Sub Total Equipment	\$ -
Sub Total Labor	\$ -
Sub Subcontractor	\$ -
Sub Total Material	\$ 5,430.00
<b>SUBTOTAL</b>	<b>\$ 5,430.00</b>
20% Mark Up Labor	\$ -
10% Mark Up Sub	\$ -
15% Mark Up Materials	\$ 814.50
15% Mark Up Equipment	\$ -
Total	\$ 6,244.50
1% Bond	\$ 62.45
<b>GRAND TOTAL</b>	<b>\$ 6,306.95</b>

<input type="checkbox"/>	Approved for receipt only	_____	Agency Representative	_____	Date
<input type="checkbox"/>	Approved for payment	_____	Contractor's Representative	_____	Date

*\$5430.00*  
*GP*

Tract #:



Permit #: PCEN 201602621

Issued By: TCARUTHERS  
Issued Date: 24-OCT-16

Permit Office: 6

2

<b>PC-GENENCR GENERAL ENCROACHMENT</b>	<b>COUNTY OF LOS ANGELES-DPW Department Of Public Works Alhambra, CA 91803 - (626)458-3129 Encroachment Permit</b>
--	--

<u>Individual's / Company Name</u>	<u>Address / City, State Zip</u>	<u>Work Phone</u>	<u>Home Phone</u>
(APP) CITY OF INDUSTRY ALEX GONZALES	15625 E STAFFORD ST INDUSTRY, CA 91744	(626) 333-2211	
(CNT) SULLY-MILLER CONTRACTING CO SCOTT CONOVER	135 S STATE COLLEGE BLVD, SUIT BREA, CA 92821	(714) 793-3822	
<b>Emergency Contact</b>			
SCOTT CONOVER			(714) 793-3822

**Location**

Site Address: VALLEY BL - 400 W TURNBULL CANYON RD / 90 E TURNBULL CANYON RD

Description: LAQ - VALLEY BLVD AND TURNBULL CANYON RD, HACIENDA HEIGHTS (PCA - L201602621)

**Scope of Work**

PURPOSE: To install traffic control devices as shown on the attached plans.

\*\*\*\*\*  
 This permit is valid only within Unincorporated Los Angeles County Jurisdiction.  
 \*\*\*\*\*

- 1- The City of Industry assumes full responsibility for the restoration of the road right of way.
- 2- Permittee shall maintain traffic flow at all times and shall follow the traffic control requirements set forth in the attached Traffic Control Plans.
- 3- This permit does not authorize the installation of any facility on private property.
- 4- Only Sully-Miller Contracting Company is permitted to do work under this permit. No other contractor shall be allowed to work under this permit without submittal and approval of its insurance by the County as stipulated in section 7-3 and 7-4 of the "GREENBOOK" and "GRAYBOOK". It is the responsibility of the permittee/owner to submit the proper insurance documents (general liability, workers comp, and additional insured endorsement showing LA County as an additional insured) prior to the start of construction.
- 5- Should evidence of the renewal or replacement of the contractor's insurance policy not be filed with the County prior to the expiration or cancellation date, the County will stop all work and no further work shall be performed until new insurance coverage has been obtained by the Contractor, as stipulated in section 7-3 and 7-4 of the "GREENBOOK" and "GRAYBOOK".

**Permit Detail**

ATTACHMENT :	LAPWRP612R - PCBMPATTACH - STD RD PERMIT PROVISIONS
INSPECTION CHARGE #:	L201602621
INSURANCE EXPIRE :	GL 04/01/17, WC 04/01/17
PLAN CHECK CHARGE # :	LRDPRCS
ROAD DEPARTMENT NO. :	116 - P.O.1
THOMAS GUIDE :	638 - C6

**Comments**

WNEZART	06-OCT-16	RECEIPT NO.	16-0004116.
DTQVAR	19-OCT-16	The City of Industry is the financially responsible party.	
DTQVAR	19-OCT-16	The traffic control plan was approved by Abdul Hasan on 10/19/2016.	



Tract #:



Permit #: PCEN 201602621

Issued By: TOARUTHERS  
Issued Date: 24-OCT-16

Permit Office: 6

<u>Fees</u>	<u>Fee Code</u>	<u>Account Code</u>	<u>Amount</u>
ENCROACHMENT-ACTUAL COST DEPOSIT-NEW PCA	PCTP277017	B03_8320	\$5,000.00
ISSUANCE FEE ENCROACHMENT PERMIT	PCISSENC	B03_8333	\$152.00
PERMIT PROCESSING - ROAD PERMIT	PCRDPRCS	B03_9158	\$278.00
Total Fees:			\$5,430.00
			CHECK

Permittee is hereby permitted to perform the scope of work described above at the location described above, subject to all applicable provisions of the County of Los Angeles Highway Permit Ordinance (Division 1 of Title 16, Los Angeles County Code), and/or any Municipal Code or Ordinance governing the area where this work is to be done. Permittee's activities in connection with this Permit shall also be subject to the provisions and conditions contained in this Permit and any attachments, which are incorporated herein. This Permit is revocable by the County if the County determines that the public interest and welfare require such revocation and shall be deemed void if the Permittee is not in compliance with Section 3800 of the Labor Code.

Performance of the work of activity under this permit is tantamount to agreeing to the conditions of this permit. A copy of this permit shall be kept at the work site during the period of operation within road right of way and shall be shown to the County's representative or any law enforcement officer upon demand.

**INSPECTION REQUIRED**

**CALL PERMIT OFFICE AT LEAST ONE (1) WORKING DAY BEFORE STARTING WORK UNDER THIS PERMIT. FAILURE TO DO SO IS CAUSE FOR REVOCATION OF THIS PERMIT. THIS PERMIT IS VOID IF WORK IS NOT STARTED WITHIN 60 DAYS FROM THE DATE OF ISSUANCE.**

PERMIT OFFICE NO. 1  
 Baldwin Park Office  
 14747 EAST RAMONA BOULEVARD  
 BALDWIN PARK, CA 91706  
 PHONE NO. 626-338-9516  
 FAX NO. 626-814-1763





**CITY OF INDUSTRY**

**CHANGE ORDER**

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

Change Order No. 4

**Project** Valley Boulevard Reconstruction with  
 PCC Pavement from Turnbull Canyon  
 Road to Hacienda Boulevard

**Contract No.** CITY-1421

**Date** December 22, 2016

**Type**  
**Project** Street Reconstruction

**Contractor** Sully Miller Contracting Co.

**Location** City of Industry

**Explanation:**

The Contractor was directed to add additional striping and signs and channelizers to assist motorists navigate the new traffic control and separate the east and west bound lanes

Extra Work by: Contract Items X Negotiated T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Additional striping, signs and channelizers were added to the traffic control plan	LS	\$10,138.27	\$10,138.27	
<b>TOTAL COST</b>				<b>\$10,138.27</b>	

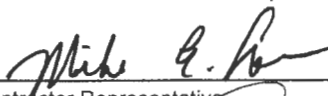

**T & M SUMMARY**

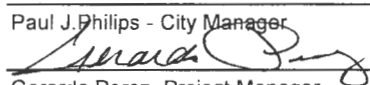
*Labor Cost	+ 20%	Total Labor	
*Equipment Cost	+ 15%	Total Equipment	
*Material Cost	+ 15%	Total Materials	
(*Attach breakdown of labor, equipment and materials)		Sub-Total	
<b>CHANGE ORDER SUMMARY</b>		Other Additive	
Original Contract Amount	\$3,828,191.00	Total T & M	
Total Previous Change Orders	\$ 10,970.86 0.29%	Pay This	
Total Change Orders	\$ 21,109.13 0.55%	<b>CHANGE ORDER</b>	<b>\$ 10,138.27 0.26%</b>

Authorized by \_\_\_\_\_

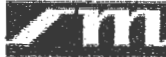
Additional Working Days \_\_\_\_\_

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

  
 Contractor Representative \_\_\_\_\_ Date 12-12-16  
  
 Clement N. Calvillo - City Engineer \_\_\_\_\_ Date 12-12-16

Paul J. Philips - City Manager \_\_\_\_\_ Date \_\_\_\_\_  
  
 Gerardo Perez, Project Manager \_\_\_\_\_ Date 12.12.16

C.O. # 4



**SULLY-MILLER CONTRACTING CO.**

License 747612A

135 S. State College Blvd., STE. 400 ♦ Brea, CA 92821 ♦ PHONE 714-578-9600

November 18, 2016

TO: City of Industry  
15625 Stafford St  
Industry, CA 91744

File: Valley Blvd Reconstruction  
Job No.: 10180528  
**SM-005**

ATT: City Engineer

**RE: Change Order Request # 4 – Additional Traffic Control**

Mr. Engineer,

Sully-Miller Contracting Company would like to propose a change order for purchasing and installing additional channelizers in the center median and additional temporary striping at the request of the City. The total cost, including markups, is \$10,138.27.

Attached is the breakdown for your review. Please let me know if you have any questions.

Respectfully,

Scott Conover  
Project Manager  
cc: file, scan

JOB Name  
 JOB #:  
 ITEM #:  
 T&M BILLING SUMMARY

Valley Blvd Reconstruction  
 10180528  
 Additional Traffic Control

Ticket No.	Description	Date Work Completed	Report Total
37969	Install double yellow channelizers at centerline throughout project per City's request to discourage wrong way drivers.	10/27/16	\$ 7,211.63
37970	Install remaining channelizers on double yellow to deter wrong way traffic and install additional signs	10/31/16	\$ 392.77
N/A	Install 2 left turn arrows, 4 through arrows in paint at Hacienda & Valley. Install 2-12" white stripes & 2 "KEEP CLEAR" @ driveway	11/02/16	\$ 2,533.87
Grand Total			\$ 10,138.27



# SULLY-MILLER CONTRACTING

37969

AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS

CUSTOMER NAME: CITY OF INDUSTRY WORK DATE: 10/27/16

JOB NUMBER: 10180528 ITEM NUMBER: \_\_\_\_\_ CHANGE ORDER NO.: \_\_\_\_\_

LOCATION OF WORK: VALLEY BLVD-INSTALL DBL YELLOW CHANNELIZERS @ CENTERLINE

DESCRIPTION OF WORK: THROUGHOUT PROJECT PER CITY'S REQUEST TO DISCOURAGE WRONG WAY DRIVERS

### CO. OWNED EQUIPMENT

EQUIP. NO.	DESCRIPTION	HOURS
107420	CREW TRUCK	1
107382	CREW TRUCK	1

### LABOR


CLASS	NAME	Employee #	HOURS	TYPE
LAB	CECILIO BARRIENTOS		1	ST <input checked="" type="radio"/> OT DT
	LUIS PARRA		1.5	ST <input checked="" type="radio"/> OT DT
	JOSE CRISTO		1.5	ST <input checked="" type="radio"/> OT DT
				ST OT DT
				ST OT DT
OE	CORY CLAYTON (FOREMAN)		1	ST <input checked="" type="radio"/> OT DT
				ST OT DT
				ST OT DT
				ST OT DT
				ST OT DT
MSN				ST OT DT
				ST OT DT
				ST OT DT
				ST OT DT


### RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK

DESCRIPTION	RENTAL EQ#	SUPPLIER	QTY/HRS
DBL YELLOW CHANNELIZERS		BC TRAFFIC	200

### MISC. ITEMS

DESCRIPTION	QUANTITY
EQUIPMENT MOVES	
PLANT OPENINGS	
SUBSISTENCE PAY	
TRAFFIC CONTROL SUPPLIES LIST)	
OTHER	


DATE: 10/27/16  
 SULLY-MILLER CONTRACTING REPRESENTATIVE  
Please Print Name


DATE: \_\_\_\_\_  
 CUSTOMER'S REPRESENTATIVE  
Please Print Name

S.C. SIGNS & SUPPLIES LLC

Invoice

2411 E. WINSTON ROAD  
 ANAHEIM, CA 92806  
 (714) 254-7054 FAX 714-254-7059  
 (877) 731-SIGNS (7446)

Order #: 10063458  
 Terms: 30  
 Date Due: 11/28  
 Job #:

Date	Invoice #
10/31/2016	165833

Bill To
SULLY MILLER 135 S. STATE COLLEGE BLVD SUITE 400 BREA, CA 92821

Ship To
WILL CALL

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
2014G7	Net 30	BL	10/28/2016	Will Call	172706	

Quantity	Item Code	Description	Price Each	Amount
200	EPXDELY/Y	EPOXY DEL YELLOW/ 2 WAY YELLOW BAND	18.90	3,780.00T
200	BUTYL PADS	BUTYL PADS	2.75	550.00T
25	SOLARB&L	SOLAR BARRICADE & LIGHT	38.00	950.00T
		Sales Tax	8.00%	422.40

RECEIVED

NOV 02 2016

ACCTS PAYABLE	Total	\$5,702.40
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# SULLY-MILLER CONTRACTING

37970

AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS

CUSTOMER NAME: CITY OF INDUSTRY WORK DATE: 10/31/16  
 JOB NUMBER: 10180528 ITEM NUMBER: \_\_\_\_\_ CHANGE ORDER NO.: \_\_\_\_\_  
 LOCATION OF WORK: VALLEY BLVD.

DESCRIPTION OF WORK: INSTALL REMAINING CHANNELIZERS ON DBL YELLOW TO A DISTANCE OF 24' ENTIRE LENGTH OF PROJECT TO DETER WRONGWAY TRAFFIC & INSTALL ADDITIONAL

**CO. OWNED EQUIPMENT**

EQUIP. NO.	DESCRIPTION	HOURS
<u>107328</u>	<u>CREW TRUCK</u>	<u>3</u>

**LABOR**

CLASS	NAME	Employee #	HOURS	TYPE		
LAB	<u>JOSE CRAGG</u>		<u>3</u>	<u>ST</u>	OT	DT
				ST	OT	DT
				ST	OT	DT
				ST	OT	DT
				ST	OT	DT
OE				ST	OT	DT
				ST	OT	DT
				ST	OT	DT
				ST	OT	DT
				ST	OT	DT
MSN				ST	OT	DT
				ST	OT	DT
				ST	OT	DT

**RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK**

DESCRIPTION	RENTAL EQ#	SUPPLIER	QTY/HRS
<u>R61 MODIFIED sign</u>		<u>B.C.</u>	<u>1EA</u>
<u>BUSINESS'S OPEN DURING CONST</u>		<u>B.C.</u>	<u>29A</u>

**MISC. ITEMS**

DESCRIPTION	QUANTITY
EQUIPMENT MOVES	
PLANT OPENINGS	
SUBSISTENCE PAY	
TRAFFIC CONTROL SUPPLIES LIST)	
OTHER	

[Signature] DATE: 10/31/16 SULLY-MILLER CONTRACTING REPRESENTATIVE  
 Please Print Name

[Signature] DATE: \_\_\_\_\_ CUSTOMER'S REPRESENTATIVE  
 Please Print Name





# SULLY-MILLER CONTRACTING

37971

AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS

CUSTOMER NAME: CITY OF INDUSTRY WORK DATE: 11/2/16

JOB NUMBER: 10180528 ITEM NUMBER: \_\_\_\_\_ CHANGE ORDER NO.: \_\_\_\_\_

LOCATION OF WORK: VALLEY BLVD CITY OF INDUSTRY

DESCRIPTION OF WORK: INSTALL 2 LEFT TURN ARROWS, 4 THROUGH ARROWS IN PAINT @ HACENDA VALLEY / INSTALL 2 12" WHITE STRIPES & 2 "KEEP CLEAR" @ DRIVEWAY WEST OF TURNBULL

**CO. OWNED EQUIPMENT**

EQUIP. NO.	DESCRIPTION	HOURS

**LABOR**

CLASS	NAME	Employee #	HOURS	TYPE
LAB				ST OT DT
				ST OT DT
				ST OT DT
				ST OT DT
				ST OT DT
OE				ST OT DT
				ST OT DT
				ST OT DT
				ST OT DT
				ST OT DT
MSN				ST OT DT
				ST OT DT
				ST OT DT
				ST OT DT
				ST OT DT

**RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK**

DESCRIPTION	RENTAL EQ#	SUPPLIER	QTY/HRS
<u>STRIPER MACHINES</u>		<u>CTI</u>	<u>8 HR</u>
<u>WHITE, BLACK PAINT</u>		<u>CTI</u>	<u>70 GAL</u>
<u>GLASS BEADS</u>		<u>CTI</u>	<u>100 LBS</u>
<u>STRIPER (LABORER)</u>		<u>CTI</u>	<u>8 HR</u>
<u>STRIPER (LABORER)</u>		<u>CTI</u>	<u>8 HR</u>

**MISC. ITEMS**

DESCRIPTION	QUANTITY
<u>EQUIPMENT MOVES</u>	
<u>PLANT OPENINGS</u>	
<u>SUBSISTENCE PAY</u>	
<u>TRAFFIC CONTROL SUPPLIES LIST</u>	
<u>OTHER</u>	

[Signature] DATE: 11/2/16  
 SULLY-MILLER CONTRACTING REPRESENTATIVE  
Please Print Name

[Signature] DATE: \_\_\_\_\_  
 CUSTOMER'S REPRESENTATIVE  
Please Print Name



*CITY COUNCIL*

ITEM NO. 7.1



# CITY OF INDUSTRY

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

## MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

From: Paul J. Philips, City Manager *Paul J. Philips*

Staff: Alex Gonzalez, Director of Development Services and Administration  
Troy Helling, Senior Planner *TH*

Date: December 22, 2016

Subject: **(1) Public Hearing-Consideration of an urgency ordinance adopting Title 33 of the Los Angeles County Existing Building Code, incorporating by reference the California Existing Building Code, with local amendments**

**(2) Introduction and consideration of an ordinance adopting Title 33 of the Los Angeles County Existing Building Code, incorporating by reference the California Existing Building Code, with local amendments**

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### Background

The State of California Building Standards Commission ("BSC") adopts mandatory statewide building laws ("State Building Laws") on a tri-annual basis. In January 2016, the BSC adopted the latest model codes after making amendments based on California requirements. The State Building Laws were published on July 1, 2016.

Local jurisdictions have 180 days after publication, to adopt the State Building Laws, and to make any amendments based on local geographic, topographic, climatic and environmental conditions. The State Building Laws become effective statewide on January 1, 2017. Since incorporation, the City of Industry has adopted the County of Los Angeles Building Laws which both amend and adopt the State Building Laws. On November 22, 2016 the Los Angeles Board of Supervisors adopted Title 33 (Existing Building Code) which adopted the California Existing Building Code with amendments, and made the necessary findings based on geologic conditions. Copies of the County Ordinances are available in the City Clerk's Office for public review.

The adoption by the Los Angeles County Board of Supervisors did not leave sufficient time for the City to adopt the County codes prior to December 31, 2016 unless the City adopts them as an urgency ordinance. Therefore, the City Council will be asked to adopt an Urgency Ordinance to adopt the County's Existing Building Code so that they is is effective on January 1, 2017, as well as introduce a non-urgency Ordinance for adoption at a noticed public

hearing.

### **Staff Analysis**

Chapter 34 of Title 26 Los Angeles County Building Code has been replaced with Title 33 Existing Building Code, and because neither the City nor the County have ever adopted the Existing Building Code, it is now necessary to do so.

### **Environmental Analysis**

This Ordinance has been determined to be exempt from the California Environmental Quality Act pursuant to State Guidelines 15061(b)(3) as a project that has no potential for causing a significant effect on the environment.

The Notice of Public Hearing (Attachment 1) was posted at fire station 118, City Hall and Council Chambers, and published in the San Gabriel Valley Tribune on December 12, 2016.

### **Fiscal Impact**

The adoption of updated building standards will not result in a financial impact to the City of Industry.

### **Recommendation**

Staff recommends that the City Council:

#### **Non-Urgency Ordinance:**

(1) Waive reading of Ordinance No. 799 and read by title only; (2) introduce Ordinance No. 799 - An Ordinance of the City Council of the City of Industry Adopting by Reference, Pursuant to Government Code Section 50022.2, Title 33 of the Los Angeles County Existing Building Code; Incorporating by Reference the California Existing Building Code; and Adopting Local Amendments Thereto, Making Findings for Same; and (3) set the date of January 12, 2017, to conduct a Public Hearing for the adoption of Ordinance No. 799;

#### **Urgency Ordinance:**

(2) Open the public hearing and take public testimony; (2) close the public hearing; (3) read Urgency Ordinance No. 800 U (Attachment 1) by title only; and (4) Adopt Urgency Ordinance No. 800 U An Urgency Ordinance of the City Council of the City of Industry Adopting by Reference, Pursuant to Government Code Section 50022.2, Title 33 of the Los Angeles County Existing Building Code; Incorporating by Reference the California Existing Building Code; and Adopting Local Amendments Thereto, Making Findings for Same, Declaring the Urgency Thereof, and Adopting the Notice of Exemption Regarding same

**Attachments**

- Attachment 1: Public Hearing Notice
- Attachment 2: Ordinance No. 799 adopting title 33 of the Los Angeles County Existing Building Code, incorporating by reference the California Existing Building Code, with local amendments.
- Attachment 3: Urgency Ordinance No. 800 U, adopting title 33 of the Los Angeles County Existing Building Code, incorporating by reference the California Existing Building Code, with local amendments.

# **Attachment 1**

## **Public Hearing Notice**





# CITY OF INDUSTRY

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

**CITY OF INDUSTRY  
CITY COUNCIL  
NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Industry will hold a public hearing on Thursday, December 22, 2016 at 9:00 a.m., in the Council Chambers, 15651 East Stafford Street, City of Industry, California, to consider the following matter:

**AN URGENCY ORDINANCE ADOPTING TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE, WITH LOCAL AMENDMENTS**

A copy of all relevant material regarding the proposed ordinance is on file in the Office of the City Clerk at City Hall, 15625 E. Stafford Street, City of Industry, CA 91744. All interested persons are invited to inspect the file and to be present to give testimony at the public hearing. Written comments may be sent via U.S. Mail or by hand delivery to the City of Industry, at City Hall, at the address listed above.

If you challenge the nature of the proposed application in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Industry at, or prior to, the public hearing.

Diane M. Schlichting  
Chief Deputy City Clerk of the City of Industry

**Attachment 2**  
**Regular Ordinance 799**

**ORDINANCE NO. 799**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE; INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME**

**THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES ORDAIN AS FOLLOWS:**

SECTION 1. Findings.

The City Council of the City of Industry (the “City”) adopts this ordinance based upon the following findings and determinations:

(A) Pursuant to California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5, the City Council hereby makes each finding of reasonable necessity for modifications as stated separately in Attachment 1, to the December 22, 2016 City Council Agenda Report for each such modification as identified in Los Angeles County Title 33. These modifications to the California Building Standards Code, incorporating the model codes are reasonably necessary due to the high potential for seismic activity which make structures particularly vulnerable to structural damage.

SECTION 2. CEQA.

Upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for this Ordinance, the City Council hereby finds and determines that this Ordinance does not have the potential for causing a significant effect on the environment. Accordingly, the City Council finds and determines that this Ordinance is exempt from California Environmental Quality Act (“CEQA”, Public Resources Code § 21000 *et seq.*) pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment and thereby the City Council approves and adopt the Notice of Exemption. The City Council further directs Staff to file the Notice of Exemption, as authorized by law.

SECTION 3. Municipal Code Amendment.

Chapter 15.30 (Existing Building Code) of Title of the City of Industry Municipal Code is hereby added to read in its entirety as follows:

**15.30.010 Adoption of existing building code.**

A. The Los Angeles County Building Code, codified as Title 33 of the Los Angeles County Code, as such code may be amended from time to time, except as hereinafter amended by this chapter, is adopted by reference as the existing building code of the city.

B. One copy of the Los Angeles County Existing Building Code shall be at all times maintained in the office of the city clerk for use and examination by the public.

**15.30.020 Definitions.**

Whenever any of the following terms or phrases are used in the Los Angeles County Existing Building Code, each such term or phrase shall be deemed and construed to have the meaning ascribed to it in this section:

- A. "City" shall mean the City of Industry.
- B. "County," "county of Los Angeles" or "unincorporated portion of the county" shall mean the City of Industry
- C. "Electrical code" shall mean Chapter 15.20 of this code.
- D. "Fire code" or "Los Angeles County Fire Code" shall mean Chapter 15.28 of this code.
- E. "General fund" shall mean the city treasury of the city of Industry.
- F. "Health code" or "Los Angeles County Health Code" shall mean Chapter 8.04 of this code.
- G. "Health officer" shall mean the health officer of the city of Industry.
- H. "Mechanical code" shall mean Chapter 15.16 of this code.
- I. "Plumbing code" shall mean Chapter 15.24 of this code. (Ord. 680 § 2, 2002)
- J. "Existing Building code" shall mean Chapter 15.30 of this code.

**15.30.030 Violations and penalties.**

Section 103 of the Los Angeles County Building Code is hereby adopted and amended in part as follows:

103.1 Compliance with Code. No person shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or perform any grading in the city or cause the same to be, contrary to, or in violation of any of the provisions of this Code.

103.2. Violation. No person shall own, use, occupy or maintain any building or structure or portion thereof, in the city, or cause the same to be done, contrary to, or in violation of, any of the provisions of this Code.

103.3 Penalty. Any person violating any of the provisions of this Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty off a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed, continued or permitted, and upon conviction of any such violation such

person shall be punishable by a fine of not more than \$1,000.00 or by imprisonment for not more than six months, or by both such fine and imprisonment. The provisions of this Section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this Code.

103.5 Costs. Any person that violates any provision of this Code shall be responsible for the costs of any and all Code enforcement actions taken by the Building Official in response to such violations. These costs shall be based on the amounts, specified in Sections 107.9 and 107.13 of this Code.

SECTION 4. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

SECTION 5. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission, as required by law.

SECTION 6. Effective Date.

In accordance with California Government Code Section 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 7. Publication.

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

**(RECORD OF VOTE AND SIGNATURES ON FOLLOWING PAGE)**

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on December 22, 2016 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

\_\_\_\_\_  
Mark D. Radecki, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane M. Schlichting, Chief Deputy City Clerk

**Attachment 3**  
**Urgency Ordinance 800 U**

**URGENCY ORDINANCE NO. 800 U**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE; INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME, AND DECLARING THE URGENCY THEREOF**

**THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES ORDAIN AS FOLLOWS:**

SECTION 1. Findings.

The City Council of the City of Industry (the "City") adopts this ordinance based upon the following findings and determinations:

(A) Pursuant to California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5, the City Council hereby makes each finding of reasonable necessity for modifications as stated separately in Attachment 1, to the December 22, 2016 City Council Agenda Report for each such modification as identified in Los Angeles County Title 33. These modifications to the California Building Standards Code, incorporating the model codes are reasonably necessary due to the high potential for seismic activity which make structures particularly vulnerable to structural damage.

(B) California State law requires localities, such as the City of Industry, to adopt the 2016 California and Existing Building Code and any modifications there to, by January 1, 2017. The City Council finds that it is essential and imperative that the City adopt this Ordinance, adopting by reference the above-listed Los Angeles County Code and modifications necessitated by local geological conditions by that date. The City Council further finds that in the absence of legislation effective by that date, technical codes adequate to meet the City's special circumstances will not be in effect and hazards will be posed which would immediately threaten the public peace, health, and safety. Accordingly, the City Council finds that this Ordinance is necessary, and is adopted for the immediate preservation of public peace, health and safety of the City and its residents.

SECTION 2. CEQA.

Upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for this Ordinance, the City Council hereby finds and determines that this Ordinance does not have the potential for causing a significant effect on the environment. Accordingly, the City Council finds and determines that this Ordinance is exempt from California Environmental Quality Act ("CEQA", Public Resources Code § 21000 *et seq.*) pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment and thereby the City Council



approves and adopt the Notice of Exemption. The City Council further directs Staff to file the Notice of Exemption, as authorized by law.

SECTION 3. Municipal Code Amendment.

Chapter 15.30 (Existing Building Code) of Title of the City of Industry Municipal Code is hereby added to read in its entirety as follows:

**15.30.010 Adoption of existing building code.**

A. The Los Angeles County Building Code, codified as Title 33 of the Los Angeles County Code, as such code may be amended from time to time, except as hereinafter amended by this chapter, is adopted by reference as the existing building code of the city.

B. One copy of the Los Angeles County Existing Building Code shall be at all times maintained in the office of the city clerk for use and examination by the public.

**15.30.020 Definitions.**

Whenever any of the following terms or phrases are used in the Los Angeles County Existing Building Code, each such term or phrase shall be deemed and construed to have the meaning ascribed to it in this section:

- A. "City" shall mean the City of Industry.
- B. "County," "county of Los Angeles" or "unincorporated portion of the county" shall mean the City of Industry
- C. "Electrical code" shall mean Chapter 15.20 of this code.
- D. "Fire code" or "Los Angeles County Fire Code" shall mean Chapter 15.28 of this code.
- E. "General fund" shall mean the city treasury of the city of Industry.
- F. "Health code" or "Los Angeles County Health Code" shall mean Chapter 8.04 of this code.
- G. "Health officer" shall mean the health officer of the city of Industry.
- H. "Mechanical code" shall mean Chapter 15.16 of this code.
- I. "Plumbing code" shall mean Chapter 15.24 of this code. (Ord. 680 § 2, 2002)
- J. "Existing Building code" shall mean Chapter 15.30 of this code.

**15.30.030 Violations and penalties.**

Section 103 of the Los Angeles County Building Code is hereby adopted and amended in part as follows:

103.1 Compliance with Code. No person shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or perform any grading in the city or cause the same to be, contrary to, or in violation of any of the provisions of this Code.

103.2. Violation. No person shall own, use, occupy or maintain any building or structure or portion thereof, in the city, or cause the same to be done, contrary to, or in violation of, any of the provisions of this Code.

103.3 Penalty. Any person violating any of the provisions of this Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty off a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed, continued or permitted, and upon conviction of any such violation such person shall be punishable by a fine of not more than \$1,000.00 or by imprisonment for not more than six months, or by both such fine and imprisonment. The provisions of this Section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this Code.

103.5 Costs. Any person that violates any provision of this Code shall be responsible for the costs of any and all Code enforcement actions taken by the Building Official in response to such violations. These costs shall be based on the amounts, specified in Sections 107.9 and 107.13 of this Code.

#### SECTION 4. Interim Urgency Ordinance.

Based on the findings set forth in Section 1, above, this ordinance is an interim ordinance adopted as an urgency measure pursuant to Government Code Section 65858, and pursuant to the authority granted to the City in Article 11, Section 7 of the California Constitution, and is for the immediate preservation of the public peace, health and welfare. This ordinance shall take effect on January 1, 2017. This ordinance shall remain in effect for forty-five (45) days from the date of adoption. This ordinance will terminate upon a determination by the City Council supported by substantial evidence that the threat to the public health, safety, and welfare described in Section 1 of this ordinance has been ameliorated, or by the adoption of ordinance or amendments extending or superseding this ordinance.

#### SECTION 5. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

SECTION 6. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission, as required by law.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on December 22, 2016 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

---

Mark D. Radecki, Mayor

**ATTEST:**

---

Diane M. Schlichting, Chief Deputy City Clerk