
Civic-Recreational-Industrial Authority



Regular Meeting Agenda
April 7, 2021
9:00 a.m.

Chairman Eric Benavidez
Vice Chairman Ronald Whittemore
Board Member Larry Hartmann
Board Member Sean Lee
Board Member Bob Lindsey

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

Addressing the Authority:

NOTICE OF TELEPHONIC MEETING:

- ***Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the Civic-Recreational-Industrial Authority Meeting shall be held telephonically. Members of the public shall be able to attend the meeting telephonically and offer public comment by calling the following conference call number: 657-204-3264 and entering the following Conference ID: 968 918 487#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the CRIA meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Monday, April 5, 2021, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.***

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- ***Agenda Items:*** Members of the public may address the Civic-Recreational-Industrial Authority on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda.
 - ***Public Comments (Non-Agenda Items Only):*** Anyone wishing to address the Civic-Recreational-Industry Authority on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the Authority from taking action on a specific item unless it appears on the posted Agenda.

Agendas and other writings:

In compliance with Government Code Section 54957.5(b), staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk of the City Council during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 pm. City Hall doors are open to the public Monday through Friday 9:00 a.m. to 11:30 a.m. and 1:30 p.m. to 3:30 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comments
5. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the Civic-Recreational-Industrial Authority (CRIIA) Board, the public, or staff request specific items be removed from the Consent Calendar for separate action.

- 5.1 Consideration of the Register of Demands submitted by the Finance Department for April 7, 2021

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

- 5.2 Consideration of the Register of Demands submitted by CNC Equestrian Management Services for the Industry Hills Expo Center for January 31, 2021

RECOMMENDED ACTION: Receive and file.

- 5.3 Consideration of the minutes of the January 13, 2021 regular meeting and the February 10, 2021 regular meeting

RECOMMENDED ACTION: Approve as submitted.

- 5.4 Consideration of Amendment No. 2 to the Professional Services Agreement with IDS Group, Inc. for the Avalon Room and Patio Café Improvements (CIP-EXPO-18-017 B)

RECOMMENDED ACTION: Approve the Amendment.

6. **BOARD MATTERS**

- 6.1 Update on the Expo Center

RECOMMENDED ACTION: Receive and file.

- 6.2 Presentation and discussion regarding the Civic-Recreational-Industrial Authority's Financial Report for January 31, 2021

RECOMMENDED ACTION: Receive and file the report.

- 6.3 Consideration of a Professional Services Agreement with IDS Group, Inc. for electrical engineering design services for the Expo Center Electrical Loading Master Plan, in an amount not to exceed \$150,000.00 (MP 01-34 #34)

RECOMMENDED ACTION: Approve the Agreement.

- 6.4 Consideration of a Professional Services Agreement with Alliance Project, Inc. to provide building commissioning services for the proposed new Banquet Facility at the Expo Center, in an amount not to exceed \$22,850.00 (MP 01-34 #35)

RECOMMENDED ACTION: Approve the Agreement.

7. **EXECUTIVE DIRECTOR COMMUNICATIONS**

8. Adjournment. Next regular meeting: Wednesday, May 12, 2021 at 9:00 a.m.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting April 7, 2021

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
120	CAPITAL IMPROVEMENT FUND	209,055.50
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	213,619.35

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	422,674.85

APPROVED PER CITY MANAGER

Civic-Recreational-Industrial Authority
Board Meeting
April 7, 2021

Check	Date	Payee Name		Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
11198	03/10/2021	INDUSTRY PUBLIC UTILITIES		\$2,497.68
	Invoice	Date	Description	Amount
	2021-00001444	03/01/2021	12/17-02/17/21 SVC - MAIN GUARD SHACK	\$75.06
	2021-00001445	03/01/2021	12/17-02/17/21 SVC - GRAND ARENA-E SIDE OF PARKIN	\$169.66
	2021-00001446	03/01/2021	12/17-02/17/21 SVC - GRAND ARENA-S SIDE OF PARKIN	\$53.57
	2021-00001447	03/01/2021	12/17-02/17/21 SVC - NEAR CAFE @ GRAND EXPO	\$87.18
	2021-00001448	03/01/2021	12/17-02/17/21 SVC - PATIO CAFE	\$46.20
	2021-00001449	03/01/2021	12/17-02/17/21 SVC - GRAND ARENA CAFE	\$204.39
	2021-00001450	03/01/2021	12/17-02/17/21 SVC - SNACK BAR @ GRAND ARENA	\$126.91
	2021-00001451	03/01/2021	12/17-02/17/21 SVC - BUILDING 4-E SIDE OF PLANTER A	\$122.41
	2021-00001452	03/01/2021	12/17-02/17/21 SVC - WATER TOWER @ PAVILION PARI	\$399.16
	2021-00001453	03/01/2021	12/17-02/17/21 SVC - ARENA NEAR BUNKHOUSE	\$117.91
	2021-00001454	03/01/2021	12/17-02/17/21 SVC - EXPO OFFICE	\$156.16
	2021-00001455	03/01/2021	12/17-02/17/21 SVC - BARN D	\$126.91
	2021-00001456	03/01/2021	12/17-02/17/21 SVC - DC @ BARN D	\$133.66
	2021-00001457	03/01/2021	12/17-02/17/21 SVC - BARN E	\$120.16
	2021-00001458	03/01/2021	12/17-02/17/21 SVC - DC @ BARN E	\$133.66
	2021-00001459	03/01/2021	12/17-02/17/21 SVC - BATHROOM @ BARN E	\$126.91
	2021-00001460	03/01/2021	12/17-02/17/21 SVC - HORSE TRAINING AREA BEHIND E	\$117.91
	2021-00001461	03/01/2021	12/17-02/17/21 SVC - 1ST GUARD SHACK	\$46.20
	2021-00001462	03/01/2021	12/17-02/17/21 SVC - S SIDE OF BLDG BEHIND GATED A	\$133.66
11199	03/17/2021	SOCALGAS		\$14.79
	Invoice	Date	Description	Amount
	2021-00001570	03/09/2021	02/03-03/05/21 SVC - 16200 TEMPLE AVE APT 100-EXPO	\$14.79
11200	03/17/2021	CRIA-EQUESTRIAN CENTER		\$13,010.68

Civic-Recreational-Industrial Authority
Board Meeting
April 7, 2021

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	Invoice	Date	Description	Amount
	3/15/21	03/15/2021	PRE-PAYMENT FOR BROWN & BROWN INSURANCE 20	\$13,010.68
11201	03/24/2021		CRIA-EQUESTRIAN CENTER	\$161,000.00
	Invoice	Date	Description	Amount
	FEB-21	03/22/2021	REIMBURSEMENT FOR FEBRUARY 2021 OPERATING C	\$161,000.00
11202	04/07/2021		CNC ENGINEERING	\$103,507.50
	Invoice	Date	Description	Amount
	502725	03/25/2021	RESURFACING DESIGN-EXPO CENTER PARKING LOT	\$3,800.00
	502726	03/25/2021	EXPO BARN FACILITY LIGHTING UPGRADES	\$315.00
	502727	03/25/2021	LIGHTING AND ELECTRICAL IMPROVEMENTS-EXPO CE	\$525.00
	502728	03/25/2021	SEWER DESIGN - EXPO CENTER SEWER MAIN REPLAC	\$40,810.00
	502729	03/25/2021	AVALON ROOM IMPROVEMENTS	\$3,610.00
	502730	03/25/2021	NEW BANQUET FACILITY AT THE EXPO CENTER	\$39,567.50
	502731	03/25/2021	REPLACEMENT OF MDS7 SWITCHGEAR	\$405.00
	502732	03/25/2021	PAVILION UPGRADES	\$2,300.00
	502733	03/25/2021	EXPO CENTER ALARM SYSTEM UPGRADES	\$6,105.00
	502734	03/25/2021	EXPO CENTER ELECTRICAL LOADING MASTER PLAN	\$4,335.00
	502735	03/25/2021	EXPO CENTER ROADS REHABILITATION	\$1,735.00
11203	04/07/2021		CNC ENGINEERING	\$4,880.00
	Invoice	Date	Description	Amount
	502736	03/25/2021	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN,	\$4,880.00
11204	04/07/2021		CRIA-PAYROLL ACCOUNT	\$3,000.00
	Invoice	Date	Description	Amount

**Civic-Recreational-Industrial Authority
Board Meeting
April 7, 2021**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	APR-21	03/15/2021	REPLENISH PAYROLL ACCOUNT FOR APRIL 2021	\$3,000.00
11205	04/07/2021		ELEVATE PUBLIC AFFAIRS, LLC	\$5,000.00
	Invoice	Date	Description	Amount
	2193	03/23/2021	PROFESSIONAL SVC - FEBRUARY 2021	\$5,000.00
11206	04/07/2021		IDS GROUP, INC.	\$1,048.00
	Invoice	Date	Description	Amount
	19X002.11-5	02/28/2021	ARCHITECTURAL & ENGINEERING DESIGN - AVALON F	\$1,048.00
11207	04/07/2021		PACIFIC UTILITY INSTALLATION	\$3,503.00
	Invoice	Date	Description	Amount
	23289	02/26/2021	ELECTRICAL DISTRIBUTION & STREETLIGHT SYSTEM	\$3,503.00
11208	04/07/2021		THE BIG NORWEGIAN	\$16,656.20
	Invoice	Date	Description	Amount
	56359	02/25/2021	2000 CASE 570 MXT REPAIR - EXPO CENTER	\$1,953.26
	56358	02/25/2021	2005 ISUZU FTR REPAIR - EXPO CENTER	\$1,826.94
	56380	03/29/2021	2004 JLG 860SJ REPAIR - EXPO CENTER	\$12,876.00
11209	04/07/2021		UNITED PUMPING SERVICE, INC.	\$2,967.00
	Invoice	Date	Description	Amount
	INV170639	01/31/2021	JETTING SEWER LINE - BTWN OFFICE & BUNKHOUSE	\$2,967.00
11210	04/07/2021		VASILJ, INC.	\$104,500.00
	Invoice	Date	Description	Amount
	#2EXPO-2129	04/01/2021	EXPO CENTER SEWER REPLACEMENT PHASE B	\$110,000.00

**Civic-Recreational-Industrial Authority
Board Meeting
April 7, 2021**

Check	Date	Payee Name	Check Amount
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CRIA.WF.CHK - CRIA Wells Fargo Checking

11211	04/07/2021		\$1,090.00
	Invoice	Date	Amount
	04-1494951	03/12/2021	\$1,090.00
		Description	
		GATE SVC - EXPO CENTER MAIN ENTRANCE BARRIER	

Checks	Status	Count	Transaction Amount
	Total	14	\$422,674.85

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO.5.2

Industry Hills Expo Center

Check Detail

January 2021

Industry Hills Expo Center - Check Register

JANUARY

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
01/11/2021	16462	PAV-041721R YAMILET DIAZ	3,150.00	*EVENT CANCELLATION REFUND
01/11/2021	16463	CNC EQUESTRIAN MANAGEMENT	47,092.98	CONTRACT LABOR JAN.2021
01/11/2021	16464	FOOTHILL VACUUM & JANITORIAL	249.32	SUPPLIES EXP.
01/11/2021	16465	GRAHAM COMPANY	3,621.75	PROPERTY MAINT EXP.
01/11/2021	16466	SATSUMA LANDSCAPE	8,674.00	PROPERTY MAINT EXP.
01/20/2021	16467	PAV-051521R ARTEMIO VILLASENOR	1,775.00	*EVENT CANCELLATION REFUND
01/20/2021	16468	PAV-042421R SANDRA BARRERA	5,930.00	*EVENT CANCELLATION REFUND
01/20/2021	16469	AT&T	554.34	TELEPHONE EXP.
01/20/2021	16470	CINTAS	929.03	MATS, MOPS AND UNIFORMS
01/20/2021	16471	CITY OF INDUSTRY	890.13	PROPERTY MAINT EXP.
01/20/2021	16472	FRONTIER COMMUNICATIONS	486.69	TELEPHONE EXP.
01/20/2021	16473	HOME DEPOT	303.77	PROPERTY MAINT EXP.
01/20/2021	16474	JUAN LOPEZ	927.50	IT SERVICES DEC. 2020
01/20/2021	16475	RANCHO JANITORIAL SUPPLIES	927.27	SUPPLIES EXP.
01/20/2021	16476	THE FLAG SHOP	38.65	PROPERTY MAINT EXP.
01/27/2021	16477	California Dept. of Tax and Fee Admin.	0.22	SALES TAX
01/27/2021	16478	ROGERS,CLEM & CO.	2,200.00	ACCTG. CONSULTING SERVICES-DECEMBER 2020
01/27/2021	16479	VOID CHECK	0.00	PRINTER FEED ERROR
01/27/2021	16480	VOID CHECK	0.00	PRINTER FEED ERROR
01/28/2021	16481	CINTAS	3,333.51	MATS, MOPS AND UNIFORMS
01/28/2021	16482	CITY OF INDUSTRY	5,548.32	PROPERTY MAINT EXP.
01/28/2021	16483	CNC EQUESTRIAN MANAGEMENT	1,470.23	AMEX CHARGES.
01/28/2021	16484	JANUS PEST MANAGEMENT, INC.	2,243.00	PROPERTY MAINT EXP.
01/28/2021	16485	OFFICE DEPOT	301.26	OFFICE SUPPLIES EXP.
01/28/2021	16486	SOUTHERN CALIFORNIA EDISON	4,381.92	UTILITIES EXP.
01/28/2021	16487	SPARKLETT'S	35.21	OFFICE SUPPLIES EXP.
01/28/2021	16488	TBS CLEANING SERVICE	1,200.00	PROPERTY MAINT EXP.
01/28/2021	16489	THE FLAG SHOP	107.60	PROPERTY MAINT EXP.
01/28/2021	16490	XEROX FINANCIAL SERVICES	708.85	LEASE PYMT. XEROX

*INDICATES CANCELLATION DUE TO COVID-19 OUTBREAK

TOTAL	97,080.55
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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.3

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 13, 2021
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:00 a.m., telephonically using Conference Call Number, 657-204-3264, Conference ID: 111 321 961#.

FLAG SALUTE

The flag salute was led by Vice Chairman Ronald Whittemore.

ROLL CALL

PRESENT: Eric Benavidez, Chairman
Ronald Whittemore, Vice Chairman
Larry Hartmann, Board Member
Sean Lee, Board Member

ABSENT: Bob Lindsey, Board Member

STAFF PRESENT: Troy Helling, Executive Director; Bing Hyun, Assistant City Manager; Josh Nelson, Director of Public Works/City Engineer/Assistant City Manager; James M. Casso, General Counsel; Julie Robles, Secretary; and Lynn Thompson, Administrative Technician III.

PUBLIC COMMENTS

There was none.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR JANUARY 13, 2021

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

5.2 CONSIDERATION OF THE MINUTES OF THE NOVEMBER 10, 2020 SPECIAL MEETING AND THE DECEMBER 9, 2020 REGULAR MEETING

RECOMMENDED ACTION: Approve as submitted.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 13, 2021
PAGE 2

MOTION BY BOARD MEMBER HARTMANN AND SECOND BY VICE CHAIRMAN WHITTEMORE TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: HARTMANN, LEE, V/C WHITTEMORE,
C/BENAVIDEZ
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: LINDSEY
ABSTAIN: BOARD MEMBERS: NONE

BOARD MATTERS

6.1 UPDATE ON THE EXPO CENTER

RECOMMENDED ACTION: Receive and file.

Expo Facility Ops Manager, Cory Moss provided a staff report and was available to answer any questions.

MOTION BY VICE CHAIRMAN WHITTEMORE AND SECOND BY BOARD MEMBER HARTMANN TO RECEIVE AND FILE. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: HARTMANN, LEE, V/C WHITTEMORE,
C/BENAVIDEZ
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: LINDSEY
ABSTAIN: BOARD MEMBERS: NONE

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY CNC EQUESTRIAN MANAGEMENT SERVICES FOR THE INDUSTRY HILLS EXPO CENTER FOR NOVEMBER 2020

RECOMMENDED ACTION: Receive and file.

MOTION BY BOARD MEMBER HARTMANN AND SECOND BY BOARD MEMBER LEE TO RECEIVE AND FILE. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 13, 2021
PAGE 3

AYES: BOARD MEMBERS: HARTMANN, LEE, V/C WHITTEMORE,
C/BENAVIDEZ
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: LINDSEY
ABSTAIN: BOARD MEMBERS: NONE

6.3 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR OCTOBER 31, 2020

RECOMMENDED ACTION: Receive and file the report.

Dean Yamagata from Frazier, LLP provided a staff report to the Council and was available to answer any questions.

MOTION BY VICE CHAIRMAN WHITTEMORE AND SECOND BY BOARD MEMBER HARTMANN TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: HARTMANN, LEE, V/C WHITTEMORE,
C/BENAVIDEZ
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: LINDSEY
ABSTAIN: BOARD MEMBERS: NONE

6.4 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GOSS ENGINEERING, INC. FOR THE EPO BARN FACILITIES LIGHTING UPGRADE DESIGN AND SPECIFICATION SERVICES, EXTENDING THE TERM THROUGH MARCH 31, 2021 (CIP-EXPO-18-014-B)

RECOMMENDED ACTION: Approve the Amendment.

Director of Public Works/City Engineer/Assistant City Manager, Josh Nelson provided a staff report and was available to answer any questions.

MOTION BY BOARD MEMBER HARTMANN AND SECOND BY VICE CHAIRMAN WHITTEMORE TO APPROVE THE AMENDMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 13, 2021
PAGE 4

AYES: BOARD MEMBERS: HARTMANN, LEE, V/C WHITTEMORE,
C/BENAVIDEZ
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: LINDSEY
ABSTAIN: BOARD MEMBERS: NONE

EXECUTIVE DIRECTOR COMMUNICATIONS

Executive Director, Troy Helling said the City is continuing with the projects at the Expo Center and keeping a close eye on all things related to COVID-19. At this time, it looks like we are out another three months before booking events.

ADJOURNMENT

Chairman Eric Benavidez said in closing, in keeping with the tradition, Ron Whittemore provided a quote by John Wooden, "Happiness begins where selfishness ends".

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:14 a.m.

Eric Benavidez, Chairman

Julie Robles, Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 10, 2021
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:00 a.m., telephonically using Conference Call Number, 657-204-3264, Conference ID: 678 193 099#.

Chairman Eric Benavidez asked to start the meeting with a moment of silence for the victims of COVID-19.

FLAG SALUTE

The flag salute was led by Vice Chairman Ronald Whittemore.

ROLL CALL

PRESENT: Eric Benavidez, Chairman
Ronald Whittemore, Vice Chairman
Larry Hartmann, Board Member
Sean Lee, Board Member

ABSENT: Bob Lindsey, Board Member

STAFF PRESENT: Troy Helling, Executive Director; Bing Hyun, Assistant City Manager; Josh Nelson, Director of Public Works/City Engineer/Assistant City Manager; James M. Casso, General Counsel; Julie Robles, Secretary; and Lynn Thompson, Administrative Technician III.

PUBLIC COMMENTS

There was none.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR FEBRUARY 10, 2021

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 10, 2021
PAGE 2

5.2 CONSIDERATION OF ANNUAL AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2020

RECOMMENDED ACTION: *Approve Annual Audited Financial Statements for FY 19-20.*

5.3 CONSIDERATION OF INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS FOR THE FISCAL YEAR ENDED JUNE 30, 2020

RECOMMENDED ACTION: *Approve Independent Auditor's Report for FY 19-20.*

5.4 CONSIDERATION OF AUDITOR'S COMMUNICATIONS WITH THE BOARD OF DIRECTORS FOR THE FISCAL YEAR ENDED JUNE 30, 2020

RECOMMENDED ACTION: *Approve Auditor's Communication Report for FY 19-20.*

5.5 CONSIDERATION OF CLOSEOUT CHANGE ORDER NO. 4 IN THE AMOUNT OF \$25,167.00, AND NOTICE OF COMPLETION FOR LIGHTING AND ELECTRICAL IMPROVEMENTS AT EXPO CENTER PARKING LOTS (CONTRACT NO. EXPO-2126)

RECOMMENDED ACTION: *Approve Closeout Change Order No. 4 in the amount of \$25,167.00 and authorize the Executive Director to execute the Change Order and the Notice of Completion.*

5.6 CONSIDERATION OF CHANGE ORDER NO. 1 IN THE AMOUNT OF \$735.88, CLOSEOUT CHANGE ORDER NO. 2 IN THE AMOUNT OF \$26,666.31, AND NOTICE OF COMPLETION FOR CONTRACT NO. EXPO-2128, UPDATE BARN LIGHTING, WITH M. BREY ELECTRIC, INC. (MP 01-34 #29)

RECOMMENDED ACTION: *Approve Change Order No. 1 in the amount of \$735.88 and authorize the Chairman to execute the Change Order, approve Change Order No. 2 in the amount of \$26,666.31 and authorize the Chairman to execute the Change Order. Authorize the CRIA Engineer to execute the Notice of Completion.*

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 10, 2021
PAGE 3

MOTION BY VICE CHAIRMAN WHITTEMORE AND SECOND BY BOARD MEMBER HARTMANN TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	HARTMANN, LEE, V/C WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	LINDSEY
ABSTAIN:	BOARD MEMBERS:	NONE

BOARD MATTERS

6.1 UPDATE ON THE EXPO CENTER

RECOMMENDED ACTION: *Receive and file.*

Expo Facility Ops Manager, Cory Moss provided a staff report and was available to answer any questions.

MOTION BY BOARD MEMBER HARTMANN AND SECOND BY BOARD MEMBER LEE TO RECEIVE AND FILE. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	HARTMANN, LEE, V/C WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	LINDSEY
ABSTAIN:	BOARD MEMBERS:	NONE

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY CNC EQUESTRIAN MANAGEMENT SERVICES FOR THE INDUSTRY HILLS EXPO CENTER FOR DECEMBER 2020

RECOMMENDED ACTION: *Receive and file.*

MOTION BY VICE CHAIRMAN WHITTEMORE AND SECOND BY BOARD MEMBER HARTMANN TO RECEIVE AND FILE. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 10, 2021
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AYES: BOARD MEMBERS: HARTMANN, LEE, V/C WHITTEMORE,
C/BENAVIDEZ
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: LINDSEY
ABSTAIN: BOARD MEMBERS: NONE

**6.3 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-
RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR
NOVEMBER 30, 2020**

RECOMMENDED ACTION: Receive and file the report.

Dean Yamagata from Frazier, LLP provided a staff report to the Council and was available to answer any questions.

MOTION BY BOARD MEMBER HARTMANN AND SECOND BY BOARD MEMBER LEE TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: HARTMANN, LEE, V/C WHITTEMORE,
C/BENAVIDEZ
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: LINDSEY
ABSTAIN: BOARD MEMBERS: NONE

**6.4 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH
OLDHAM ARCHITECTS, INC., FOR ARCHITECTURAL AND ENGINEERING
REVIEW OF THE NEW BANQUET FACILITY AT THE INDUSTRY HILLS EXPO
CENTER IN AN AMOUNT NOT-TO-EXCEED \$20,200 THROUGH DECEMBER 31,
2021 (MP 01-34 #35)**

RECOMMENDED ACTION: Approve the Agreement.

Director of Public Works/City Engineer/Assistant City Manager, Josh Nelson provided a staff report and was available to answer any questions.

MOTION BY VICE CHAIRMAN WHITTEMORE AND SECOND BY BOARD MEMBER HARTMANN TO APPROVE THE AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 10, 2021
PAGE 5

AYES: BOARD MEMBERS: HARTMANN, LEE, V/C WHITTEMORE,
C/BENAVIDEZ
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: LINDSEY
ABSTAIN: BOARD MEMBERS: NONE

6.5 CONSIDERATION OF REJECTION OF BIDS FOR CONTRACT NO. EXPO-2127, EXPO CENTER AVALON ROOM IMPROVEMENTS, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO RE-BID THE PROJECT

RECOMMENDED ACTION: *Reject the bids for Contract No. EXPO-2127 and direct the Executive Director to re-bid the project.*

MOTION BY BOARD MEMBER HARTMANN AND SECOND BY VICE CHAIRMAN WHITTEMORE TO REJECT THE BIDS FOR CONTRACT NO. EXPO-2127 AND DIRECT THE EXECUTIVE DIRECTOR TO RE-BID THE PROJECT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: HARTMANN, LEE, V/C WHITTEMORE,
C/BENAVIDEZ
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: LINDSEY
ABSTAIN: BOARD MEMBERS: NONE

EXECUTIVE DIRECTOR COMMUNICATIONS

Executive Director, Troy Helling said the City is continuing with the projects at the Expo Center and keeping a close eye on all things related to COVID-19. Currently it looks like we are out another three months before booking events.

ADJOURNMENT

Chairman Eric Benavidez said in closing, in keeping with the tradition, Ron Whittemore provided a quote by John Wooden, "Make each day your masterpiece".

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:22 a.m.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
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FEBRUARY 10, 2021
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Eric Benavidez, Chairman

Julie Robles, Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.4



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman Benavidez and Members of the Board

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, CRIA Engineer *JN*
Tapas Dutta, Program Manager, CNC Engineering

DATE: April 7, 2021

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with IDS Group, Inc., for the Avalon Room and Patio Café Improvements (CIP-EXPO-18-017 B)

Background:

On December 13, 2018, the City Council approved a Professional Services Agreement (“Agreement”) with IDS Group, Inc. (“IDS”) for architectural services for the Avalon Room and Patio Café Improvements (“Project”) for an amount not-to-exceed \$226,550.00. The Project entails providing final architectural and engineering construction documents for upgrades to the existing Avalon Room and Patio Café based on the conceptual drawings approved by the Council in 2017. The conceptual drawings were done by a previous consultant.

On February 13, 2020, the City Council approved Amendment No. 1 which revised the scope to include the addition of the design of the Temporary Facility and extended the term through December 31, 2021 and increased the compensation in the amount of \$330,606.00. The Temporary Facility was later renamed as the New Banquet Facility. Given that the work is being performed at the Expo Center, and the Civic-Recreational-Industrial-Authority (“CRIA”) is administering the project, it is necessary to assign the Agreement to CRIA.

Discussion:

IDS is working on the design of the Avalon Room improvements. For the Avalon Room, Staff have requested IDS to provide additional work that includes additional audio video elements, creating a new server room, additional information technology elements, replacement of security cameras and the rework of architectural and electrical design elements resulting from the above changes. In addition, the rebidding for the project will result in extra work for IDS which includes bid support answering technical questions and assisting Staff in analyzing the bids received. Staff recommends amending the

Agreement with IDS, to revise the scope of work as set forth above, extending the term through June 30, 2022, and a companion budget increase of \$56,524.00. Lastly, it is necessary to amend the Agreement to include indemnity language specific to independent contractors.

Fiscal Impact:

The fiscal impact for Amendment No. 2 is \$56,524.00 (CIP-EXPO-18-017 B) for a total amount of \$613,680. In the approved Fiscal Year 2020-2021 Capital Improvement Budget, \$400,000 is budgeted for this work (Account No. 120-713-5130). An appropriation of \$56,524.00 is requested from 2015 Bond Proceeds to Capital Improvement Project-Equestrian CIP-Planning, Survey and Design (Account No. 120-713-5130).

Recommendations:

- 1.) Staff recommends that the CRIA Board approve Amendment No. 2 to the Professional Services Agreement with IDS Group, Inc.; and
- 2.) Appropriate \$56,524.00 from 2015 Bond Proceeds to Capital Improvement Project-Equestrian CIP-Planning, Survey and Design (Account No. 120-713-5130).

Exhibit:

- A. Amendment No. 2 to Professional Services Agreement with IDS Group, Inc. dated April 7, 2021
-

TH/JN:jf

EXHIBIT A

Amendment No. 2 to Professional Services Agreement with IDS Group, Inc. dated April
7, 2021

[A handout will be distributed at the meeting]

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
APRIL 7, 2021

ITEM NO. 5.4

HAND-OUT ITEM

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES
WITH IDS GROUP, INC.

This Amendment No. 2 to the Professional Services Agreement (“Agreement”), is made and entered into this 7th day of April, 2021 (“Effective Date”), between the Civic-Recreational-Industrial-Authority (“CRIA”), a public body, and IDS Group, Inc., a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about December 13, 2018, the Agreement was entered into and executed between the City of Industry (“City”) and Consultant to provide professional services for the Avalon Room and Patio Café Improvement Project; and

WHEREAS, on or about February 13, 2020, Amendment No. 1 was approved to amend the Scope of Services, Rate Schedule, extend the term of the Agreement, and to reflect the current address for the City Attorney; and

WHEREAS, given that the project is being administered by CRIA, it is necessary to assign the Agreement from the City to CRIA. CRIA is requesting that the Consultant perform additional design services for the Avalon Room and therefore it is necessary to amend the Agreement to include the new services. Further, as a result of additional work, it is also necessary extend the term through June 30, 2022, and include a companion budget increase of \$56,524.00. Additionally, it is necessary to comply with best practices and include indemnity language specific to independent contractors; and

WHEREAS, for the reasons set forth herein, CRIA 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:

As of the Effective Date, the Agreement, and all rights and responsibilities thereunder are hereby assigned to CRIA. All instances of the term “City” shall mean “Civic-Recreational-Industrial-Authority”.

1. TERM

Section 1, Term, is hereby revised to read in its entirety as follows:

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

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

CRIA agrees to pay Consultant monthly, in accordance to the payment rates and terms 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 Six Hundred Thirteen Thousand Six Hundred Eighty dollars (\$613,680.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

9. INDEPENDENT CONSULTANT

Section 9 (C):

(c) Consultant shall indemnify, defend and hold harmless, CRIA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant’s or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The provisions of this Section 9(c) are effective as of January 1, 2020. The indemnity provisions set forth in this Section 9(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies CRIA may have under the law.

Exhibit A Scope of Services

The Scope of Services is hereby amended to include the additional services provided in Attachment 1, attached hereto, and incorporated herein by reference.

(SIGNATURES ON THE FOLLOWING PAGE)

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

“CRIA”
Civic Recreational Industrial Authority

“CONSULTANT”
IDS Group, Inc.

By: _____
Eric Benavidez, Chairman

By: _____
John Silber, Principal Architect

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following additional services:

AUDIO VIDEO (AV) SERVICES PROPOSED SCOPE OF SERVICES

During the Programming and Schematic phase, Consultant will define and document the requirements of the A/V system and will be approved by the CRIA, prior to proceeding with preparation of Design Development drawings.

Multipurpose Room

Provide evaluation and recommendations for the multipurpose room, including:

- Sound Reinforcement System
- Distributed overhead speaker system.
- Lectern
- Wireless Microphone
- Assistive Listening System
- Large Format Video Display/Projection System
- PC/Video Input Panels
- Audio Video Input Panels
- Video Source Equipment
- Tie-lines
- Control System

SCOPE OF AV SERVICES

1. DESIGN PHASE

A. Programming & Schematic Phase

1. Meet with CRIA to discuss their objectives for the audio-visual systems. Discuss alternative approaches. Discuss the alternatives of installed equipment versus making provisions for future equipment in the infrastructure. Discuss budget issues in general.
2. Develop a programming document for review and CRIA approval that includes the following information:
 - a. Summarize information determined from meeting.
 - b. Description of major systems and functions.
 - c. Alternatives.
 - d. Space requirements for control rooms, storage, etc.
 - e. Preliminary system budgets.
3. Establish space requirements for and equipment storage, and equipment.
4. Establish requirements for special electrical power, grounds, etc.
5. Provide outline specifications for the systems.
6. Provide an engineer's opinion of probable cost for the installed systems.

7. Respond to comments associated with the Programming Report.
8. Provide equipment layout plan.

B. Design Development Phase

1. Prepare drawings that will be upgraded in terms of detail to become the final contract documents. These drawings will include:
 - a. Loudspeaker locations and types.
 - b. Equipment location plan.
 - c. Sound system receptacle (microphone, auxiliary inputs, etc.) locations.
 - d. Control and equipment room layouts.
 - e. Projection screen size and locations.
2. Preliminary details.
3. Provide heat load data and equipment power requirements.
4. Provide special attachment requirements.
5. Provide structural load information.

C. Contract Documents

1. Finalize contract drawings including the following:
 - a. Symbols, general notes.
 - b. Rack elevations.
 - c. Functional diagrams.
 - d. Wire specifications.
 - e. Locations for audio/visual system components.
 - f. Speaker hanging and aiming details, as needed.
 - g. Facility panel details.
2. Complete audio/visual performance specifications including system programming specifications and other specification sections, as required. Prepare final system cost estimates.

D. Meetings

1. Attend a maximum of four (4) meetings during the design process with the CRIA or their representatives.

E. Document Submittal and Specifications

- a. Submit audio-visual system documents and specifications a maximum of three (3) times during the design process. Consultant anticipate submitting 50 percent, 90 percent, and 100 percent construction documents packages. Drawings will be submitted in AutoCAD; specifications will be submitted in Microsoft Word format. CRIA shall pay for all printing costs.

2. BIDDING NEGOTIATION AND CONSTRUCTION CONTRACT AWARD

A. Bidding

1. Provide a list of contractors approved by CRIA.

2. Respond to questions provided by the bidders to the A/V drawings and specifications.
3. Review the audio/visual systems bids. Advise CRIA and architect on the acceptability of the bidder's proposals. Consultant will review qualified bids for the project once. Consultant requires the receipt of one (1) package including all Contractor bids. Consultant shall provide a review of a maximum of three (3) Contractor bids.

3. CONSTRUCTION ADMINISTRATION

A. Shop Drawings, Submittals and RFI's

1. Review shop drawings and submittals on items that Consultant specifies. Consultant will limit review of any single item to one time, maximum. Consultant require that the Contractor provide one submission of the entire system. No partial submittals will be accepted.
2. Respond to RFI's and questions raised by telephone or in writing.

B. Site Observations

1. Provide one (1) observation visit to the project site. Prepare observation reports and punch list, as required.
2. Review and approve audio/visual system operation and instruction manuals.

PRINCIPAL EXCLUSIONS

A. Additional Services. The following items are excluded and not covered by the quoted services:

1. Voice and Data Telecommunications & CCTV.
2. Computer hardware and software not directly related to the audio-visual system.
3. Consideration of any space other than those listed.
4. Value engineering or redesign after completion of our contract document work.
5. Revisions to previously performed work caused by changes to the original design criteria.
6. Preparation of construction documents for alternates.
7. Design of telecommunications, in-house broadcast or production systems.
8. Split project or construction documents into separate bid packages.
9. Converting drawings (hardcopy, PDF, TIF, etc.) to DWG format
10. Record Drawings.

II. INFORMATION TECHNOLOGY (IT) SYSTEM DESIGN

Below are assumptions with regard to the needs of the IT system that will be provided in Consultant's documents. The project will provide for a renovated Avalon Building and adjacencies consisting of Guest Areas, Offices and Meeting Rooms, MDF/Server Room, BOH/Administration, and outdoor gathering spaces. IT Infrastructure design shall be in

compliance with current BICSI and ANSI/TIA standards, as well as the design standards presented by IT CRIA, and best practices. During the Programming and Schematic phase, the requirements of the IT system will be defined and documented by Consultant's IT Designers and approved by CRIA, prior to proceeding with preparation of Design Development drawings.

IT systems will include the following anticipated elements and systems.

MDF / IT Equipment Room

Rack, cabinet, equipment enclosures
Grounding and bonding system
Cable support and pathways
Broadband / IPTV distribution
Utilities demarcation point
Fiber optic backbone distribution
Copper backbone distribution
802.11 based Wi-Fi Services distribution
UPS Power Systems

Front of House / Lobby / Circulation

Copper voice and data outlets Include Cabling Support
Broadband / IPTV distribution
Include Cabling Specifications into IT Drawings
802.11 based Wi-Fi Services distribution

Avalon Guest Facility

Copper voice and data outlets Include Cabling Support
Broadband / IPTV distribution
Include Cabling Specifications into IT Drawings
802.11 based Wi-Fi Services distribution

BoH / BMS / POS / SEC / AV Coordination

Copper voice and data outlets Include Cabling Support
Broadband / IPTV distribution
Include Cabling Specifications into IT Drawings
802.11 based Wi-Fi Services distribution
Harsh environment / moisture proof outlets

TR / Horizontal Distribution Closet

Rack, Cabinet, Equipment enclosures
Grounding and Bonding system

Cable support and pathways
Fiber Optic backbone distribution
Copper backbone distribution
Horizontal voice / data distribution
802.11 based Wi-Fi Services distribution
Broadband / IPTV distribution
UPS Power Systems

Offices / Meeting Rooms

Copper voice and data outlets Include Cabling Support
Broadband / IPTV distribution
Include Cabling Specifications into IT Drawings
802.11 based Wi-Fi Services distribution

Bar Area

Copper voice and data outlets Include Cabling Support
Broadband / IPTV distribution
Include Cabling Specifications into IT Drawings
802.11 based Wi-Fi Services distribution
Harsh environment / moisture proof outlets

Indoor / Outdoor Communal Spaces

Copper voice and data outlets Include Cabling Support
Broadband / IPTV distribution
Include Cabling Specifications into IT Drawings
802.11 based Wi-Fi Services distribution
Harsh environment / moisture proof outlets

1. DESIGN PHASE

Consultant shall:

A Programming

- 1 Meet with CRIA to discuss their objectives for the Voice, Data, and Broadband systems. Discuss alternative approaches. Discuss the alternatives of installed equipment vs. making provisions for future equipment in the infrastructure. Discuss budget issues in general.
- 2 Develop a programming document for review and CRIA approval that includes the following information:
 - a Summarize information determined from meeting in a Programming Report.
 - b Description of major systems and functions.
 - c Space requirements for control rooms, storage, etc.

B Schematic Design

- 1 Based upon the approved program develop the design to the following level:
 - a Establish space requirements for control rooms and equipment storage, and equipment.
 - b Establish requirements for special electrical power, grounds, etc.
 - c Provide outline specifications for the systems.
 - d Respond to comments associated with the Programming Report.

C Design Development

- 1 Prepare drawings to be upgraded in terms of detail to become the final contract documents. These drawings will include:
 - a Equipment and distribution room layout.
 - b Equipment racks and cabinet location plan.
 - c Voice and Data outlet locations.
 - d Wireless Access Point general locations.
 - e Grounding and bonding details.
 - f Pathway and conduit recommendations.
- 2 Specify outlet requirements for harsh environments.
- 3 Provide riser sleeve quantity and general location.
- 4 Provide structural load information of cable support systems.
- 5 In areas being refurbished, perform a site survey to determine usability of existing infrastructure, and develop systems to tie the existing structured cabling plant to new locations.

D Construction Documents

- 1 Finalize contract drawings including the following:
 - a Symbols, general notes.
 - b Rack elevations.

- c Functional diagrams.
- d Cable and Fiber Optic specifications.
- e Locations for voice / data network system components.
- f Wireless access point detailed locations and mounting methods
- 2 Complete Information Technology systems specifications including voice, data, and broadband specifications and other specification sections, as required.
- E Meetings
 - 1 Attend meetings as required during the Programming phase with the CRIA or their representatives in the design or construction documents phase.
- F Document Submittal and Coordination
 - 1 Submit IT system documents and specifications a maximum of three times during the design process. Consultant anticipates submitting 50 percent, 90 percent, and 100 percent construction documents packages. Drawings will be submitted in AutoCAD or REVIT; specifications will be submitted in Microsoft Word format. CRIA shall pay for all printing costs.

2. PLAN CHECK APPROVAL / BIDDING & CONSTRUCTION CONTRACT AWARD

- A Design, Engineering and Technical Production Tasks
 - 1 Professional services during the Plan Check Approval / Bidding & Award phase will be as generally outlined in standard AIA (American Institute of Architects) documents.
 - 2 Incorporate plan check comments and revisions as required.
 - 3 Respond to questions provided by the bidders in regard to IT drawings and specifications.
 - 4 Prepare addenda as necessary for clarification.
 - 5 Review IT bids for completeness and accuracy. Advise the CRIA and architect on the acceptability of the bidder's proposals.
 - 6 Incorporate addenda into plans and specifications and issue conformed set documents for construction as appropriate.
Upon request, provide a list of approved IT Systems contractors.

3. CONSTRUCTION ADMINISTRATION

- A Review IT System shop drawings and submittals. Consultant require that the integrator provide one submission of the entire IT system. Partial submittals are not acceptable.
- B Review and respond to contractor and vendor RFI's.
- C Review and approve IT systems operation and maintenance manuals.
- D Oversee systems test and prepare punch list.
- E Provide observation visits to the project site as required.
- F Prepare observation reports and punch list, as required.

4. PRINCIPAL ASSUMPTIONS, EXCLUSIONS AND ADDITIONAL SERVICES

A. Additional Services: The following items are excluded and not covered by the quoted services:

- 1 Computer hardware and software not directly related to the IT system.
- 2 Surveillance, Security, Audio/Video Systems. (LAN connection Included in Fee)
- 3 Fire Alarm Systems. (LAN connection Included in Fee)
- 4 DAS (Distributed Antenna Systems) ERRC (Emergency Responder Radio Coverage)
- 5 BAS/BMS Building Automation Systems Design (LAN connection Included in Fee)
- 6 Participation in value engineering or peer review sessions and responding to value engineering review comments - other than as may be indicated above.
- 7 Value engineering or redesign after completion of contract documents.
- 8 Attendance at hearings, planning commission meetings, etc.
- 9 Revisions to previously performed work caused by changes to the original design criteria.
- 10 Preparation of construction documents for alternates.
- 11 Split project or construction documents into separate bid packages.
- 12 Converting drawings (hardcopy, PDF, TIF, etc.) to DWG format
- 13 Record Drawings.

B Clarifications (exclusions)

- 1 Distributed Antenna Systems (DAS) for cellular phones will be coordinated with local carriers and their design teams.
- 2 Emergency First Responders radio repeater system will be coordinated with local contractors used by existing local agencies.

III. SECURITY SYSTEM DESIGN SCOPE OF WORK & SERVICES

Below is the following proposed scope of services with regard to security systems design and consulting, preparation of construction documents and construction administration.

Security systems will include the following anticipated elements and systems.

1. Video Surveillance System
 - a. Video surveillance camera
 - b. Client monitoring stations
 - c. Video Management System software and server
 - d. Network Video Recorder and archiver
 - e. PoE Network switch
 - f. Patch Panel
 - g. Power supply and UPS
 - h. All associated wires and cable

1. DESIGN PHASE

Consultant Shall:

A. Programming

1. Meet with CRIA to discuss their objectives and goals for security systems and operations.
 - a Discuss alternative approaches.
 - b Discuss the immediately installed equipment and provisions for future equipment based on the needs of the project.
 - c Discuss primary security systems approaches, such as analog versus digital, IP based, stand-alone vs shared network configuration, etc.
 - d Discuss security system's budget.
 - e Discuss special security requirements and protection of IT server rooms, offices, etc.
 - f Discuss security communications signals on the IT network and co-location of security and IT equipment.
 - g Review CRIA provided security system criteria and requirements.

2. Develop a programming document for review and approval that includes the following information:
 - a Summarize information determined from meeting in a Programming Report.
 - b Description of major systems and functions.
 - c Alternatives.
 - d Space requirements for equipment and control rooms, storage, etc.

B. Schematic Design

1. Based upon the approved program, develop the design to the following level:
 - a Establish compatibility requirements for existing equipment required to integrate with new security system.
 - b Establish provisions for future equipment / expansion requirements.
 - c Provide schematic level documents as necessary to determine major systems elements and components.
 - d Establish space requirements related to security functions.
 - e Prepare basis-of-design narrative.
 - f Revise narrative as appropriate after CRIA and project team reviews.

C. Design Development

1. Upon approval of the basis of design narrative:
 - a Layout field located devices.
 - b Prepare accompanying devices schedules.
 - c Prepare the general security systems specifications.
2. Finalize required system interconnectivity and integration design.

3. Coordinate with architect in regard to field located security equipment aesthetics.
4. Develop block diagram to depict major systems elements.
5. Prepare control and equipment room layouts.
6. Prepare general electronics security systems specifications section.

D. Construction Documents

1. Finalize contract drawings including the following:
 - a Symbols, general notes.
 - b Rack elevations.
 - c Functional diagrams.
 - d Wire specifications.
 - e Locations for security system components.
 - f Sections and elevations
 - g Details, as needed.
2. Finalize control and equipment room layouts.
3. Prepare systems details drawings.
4. Complete security systems performance specifications including system programming specifications and other specification sections, as required.

E. Meetings

1. Attend an onsite meeting during the programming phase with CRIA or their representatives.

F. Document Submittal and Coordination

1. Coordinate with the architectural and other consultants as required.
2. Support preparation of systems cost estimates (by others).
3. Submit security system documents and specifications a maximum of three (3) times during the design process. Complete 50 percent, 90 percent, and 100 percent construction documents packages.
4. Drawings will be submitted in AutoCAD or BIM.
5. Specifications will be submitted in Microsoft Word format.

2. PLAN CHECK APPROVAL / BIDDING & CONSTRUCTION CONTRACT AWARD

A. Design, Engineering and Technical Production Tasks

1. Professional services during the plan check approval/bidding and award phase will be as generally outlined in standard AIA documents.
2. Incorporate plan check comments and revisions as required.
3. Respond to questions provided by the bidders regarding security drawings and specifications.
4. Prepare addenda as necessary for clarification.

5. Review security bids for completeness and accuracy. Advise the CRIA and architect on the acceptability of the bidder's proposals.
6. Incorporate addenda into plans and specifications and issue conformed set documents for construction as appropriate.
7. Upon request, provide a list of approved security systems contractors.

3. CONSTRUCTION ADMINISTRATION

- A. Review security system shop drawings and submittals. The contractor is required to provide one submission of the entire security system. Partial submittals are not acceptable.
- B. Review and respond to contractor and vendor RFI's.
- C. Review and approve security systems operation and maintenance manuals.
- D. Oversee systems test and prepare punch list.
- E. Provide final systems punch list checkout.
- F. Provide one observation visit to the project site.
- G. Prepare observation report and punch list, as required.

4. PRINCIPAL ASSUMPTIONS, EXCLUSIONS AND ADDITIONAL SERVICES

A. Assumptions

1. Plotting and printing of drawings and specifications for distribution to the CRIA and project team will be by the architect or others.
2. A full security systems design is included. However, it is assumed that point-to-point wiring diagrams, final systems configurations, conduit sizing and routing, shop drawings, as-built drawings, etc., will be provided by the contractor.

B. Additional Services: The following items are excluded and not covered by the quoted services:

1. Preparation of Security Risk or Vulnerability Assessments.
2. Physical Security design (Bollards, Barriers, Ballistic Rated Glass & Panels, etc.)
3. Meetings or site visits beyond the numbers indicated above.
4. Attendance at hearings, planning commission meetings, etc.
5. Preparation of opinions of probable construction cost (cost estimates).
6. Participation in value engineering or peer review sessions and responding to value engineering review comments - other than as may be indicated above.
7. Redesign of systems after design phase documents have been approved.
8. Revisions to previously performed work caused by changes to the original approved design criteria.
9. Preparation of construction documents for alternates.
10. Services and expenses necessary to oversee correction of contractor-caused defects, omissions, delays or damage to the Project.
11. Split project or construction documents into separate bid packages.

12. The preparation of record drawings. The specifications will call for the systems integrator / installer to provide as-built drawings, shop drawings, wiring diagrams, etc., for the project.

IV ARCHITECTURAL MECHANICAL/PLUMBING, ELECTRICAL AND STRUCTURAL SCOPE OF SERVICE

COORDINATE WITH AV SCOPE

Multipurpose Room Electrical & Data
Architectural Design & Coord for AV Room
Structural Support for Projector and Screen
Electrical distribution for AV equipment
Mechanical coordination for AV Room

COORDINATE WITH SECURITY SCOPE

Electrical distribution for Security equipment

COORDINATE WITH IT SCOPE

Main Distribution Framework (MDF) Room
Electrical & Data
Dedicated Mechanical System
Power analysis for MDF Room
Electrical distribution for MDF equipment
Mechanical coordination for MDF equipment
Architectural Design & Coord for MDF Room

1. SCHEMATIC DESIGN/DESIGN DEVELOPMENT/CONSTRUCTION DOCUMENT PHASE:

- A Programing & Schematic Phase
 - 1 Coordinate scope of work with Consultant's AV, IT and security design engineers teams.
 - a Evaluate equipment power load for new AV room and MDF room.
 - b Evaluate equipment heat loads for new AV room and MDF room.
 - c Evaluate equipment structural needs beyond projector and screen.
 - d Evaluate temporary location for existing server in proposed AV room.
- B Design Development Phase
 - a Structural:
 - i Site visits for projector and screen support locations, gather and sketch-up as-built data and develop support schemes given existing structural elements available for support.
 - ii Develop plan for Phase 1 temp room for server.
 - b Mechanical: Evaluate location of new HVAC equipment on site.
- C Construction Documents & Coordination

- 1 Architectural, mechanical, plumbing, electrical and structural plans revised to coordinate additional scope for AV, IT and security as required.
 - a Structural: Design for support and seismic anchorage/bracing of projector and screen only. Prepare construction documentation and calculations for plan check submittal.
 - b Mechanical: Prepare construction documentation, Title 24 calculations and forms of new mechanical equipment for plan check submittal.
 - c Plumbing: Prepare construction documentation & plumbing system calculations for related HVAC for plan check submittal.
 - d Architectural: Prepare construction documentation for plan check submittal.
 - e Electrical: Prepare documents in coordination with CRIA.
- 2 Incorporate plan check comments and revisions as required.

2. Meetings/Coordination

- A Meetings:
 - 1 Meetings with CRIA to coordinate programing, design development and construction documents; (4) four maximum included in contract.
 - 2 Meetings with CRIA at site with consultants; (4) four maximum included in contract.
- B Coordination:
 - 1 Review AV, IT and security plans to coordinate plans with all A&E plans.
 - 2 Review construction documents for plan submittal to AHJ.

3. BIDDING:

- A BID SCOPE
 - 1 Professional services for bidding and award phase will be as generally outlined in standard AIA documents.
 - 2 Respond to bid questions provided by the bidders regarding drawings and specifications.
 - 3 Prepare addenda as necessary for clarification.
 - 4 Advise the CRIA on the acceptability of the bidder's proposals.
 - 5 Incorporate addenda into plans and specifications and issue conformed set documents for construction as appropriate.

EXHIBIT A TO AMENDMENT NO. 2:

**PROFESSIONAL SERVICES AGREEMENT WITH CONSULTANT GROUP, INC.
(DATED DECEMBER 13, 2018)**

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of December 13, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and IDS Group, Inc. a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 5, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing professional engineering 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 Twenty-Six Thousand Five Hundred and Fifty dollars (\$226,550.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

6. OWNERSHIP OF DOCUMENTS

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

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

including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

To City:

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

Attention: City Manager

With a Copy To:

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

To Consultant:

John Silber, Principal Architect
IDS Group, Inc.
1 Peters Canyon Road, Suite 130.
Irvine, CA 92606.

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each

party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

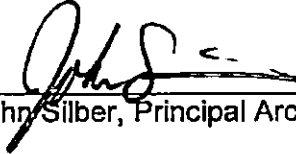
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

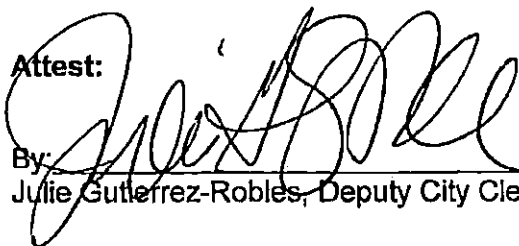
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

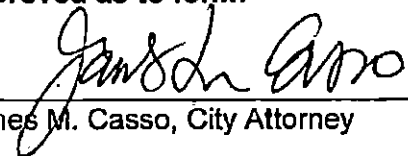
"CITY"
City of Industry

"CONSULTANT"
IDS Group, Inc.

By: 
Troy Helling, City Manager

By: 
John Silber, Principal Architect

Attest: 
By:
Julie Gutierrez-Robles, Deputy City Clerk

Approved as to form:
By: 
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

I. Site Field & Project Scope Verification

Kick-off Meeting: The Consultant will meet with the City to review transition of the project to design development. At this meeting also receive end-user feedback to the existing conceptual design. [Meeting #1]

Field verify existing conditions: the Consultant will make a visual inspection, photograph and make field measurements within the limits of the work proposed.

II. Development of Plans, Specifications, and Estimate (PS&E)

Consultant will develop the project PS&E as follows.

Schematic Design: Revise the schematic design once the existing concept design floor plans are provided to Consultant; revisions will address end-user comments. Where more than one viable solution is identified Consultant will provide up to three (3) alternates. Meet with the City [Meeting #2] to review the revisions proposed to seek City guidance going forward.

Provide to the City's Geotechnical Engineer a scoping document for the Preliminary Geotechnical Report.

Design Development: Prepare Design Development Plans. Consultant will develop the schematic design illustrated by dimensioned building and site plan designs, building cross and transverse sections, exterior elevations, and site plans. Consultant will complete preliminary engineering and design drawings for the building structural, mechanical (plumbing), and electrical systems including lighting. Consultant will submit the Design Development deliverables at a meeting with the City. [Meeting #3]

Construction Documents to "Plans ready for plan check submittal." Consultant will develop construction documents including data, plans and exhibits, applications and documents as needed to obtain all necessary building permits and approvals from The City of Industry.

Detailed construction cost estimate and preliminary construction schedule Consultant will prepare a professional opinion of likely construction costs for the developed design and submitted to the City accompanied by his professional opinion of the likely construction schedule. Consultant's cost estimate for the project will be an itemized "schedule of values." Consultant will present the PS&E progress set and construction estimate and construction schedule at a meeting with the City. [Meeting #4]

Permits and Construction Documents to "permits ready to issue" Consultant will be responsible for necessary coordination for processing the plan review and approvals and make any corrections for comments received and resubmit plans for approvals as necessary, until final approval of plans is received. In addition, Consultant will coordinate

documents with other disciplines providing design (such as civil, landscape, etc.) and approvals, Consultant will coordinate with the City such that the final plans include the City's input and comments.

"Ready to bid" PS&E Package Consultant will prepare complete PS&E bid package ready for bidding. The PS&E design will include providing all necessary services and preparing all necessary plans required for the construction of the project in all detail. Consultant will prepare complete technical specifications for the project. City will provide Administrative Section of the Specifications.

III. Construction Contract Bidding and Negotiation (BN) Phase

Consultant will assist the City with the process of securing bids and negotiating the Construction Contract Award as follows:

Pre-bid Job Walk the Consultant's Project Manager will attend one pre-bid job walk

Bidders' Requests for Information (RFI's) Consultant will prepare written/graphic responses to bidders RFI's interpreting/clarifying the intent drawings and technical specifications

Consultant will review bid costs/schedule of values of 3 low bidders and inform City if the costs are in line with estimates.

IV. Construction Administration Phase

During the construction administration period, Consultant will perform the following services:

Consultant will provide support to City by providing written and/or graphic responses with reasonable promptness clarifying items which relate to the PS&E package prepared by Consultant to written questions submitted to Consultant (RFI's and Architect's Supplemental Instructions).

Review and take other appropriate action with reasonable promptness upon contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the work as provided in the construction contract documents review and approve shop drawings with reasonable promptness to be submitted by the contractor as per the PS&E package.

When requested, attend monthly construction meetings with the City, contractor, and other involved parties.

During the monthly construction meeting observe, evaluate and report to the City upon representative samples of the work and report to the City defects and deficiencies in the work observed during the site reviews.

When requested, review and make recommendations to the City regarding the Contractor's Application(s) for Payment based on the Architect's observation and evaluation of the

progress of the work in the value proportionate to the amount of the construction contract, of work performed and products delivered to the Place of the Work.

Render written findings within a reasonable time, on all claims, disputes and other matters in question between the City and the contractor relating to the execution or performance of the work or the interpretation of the construction contract documents.

Render interpretations and findings consistent with the intent of and reasonably inferable from the construction contract documents; showing partiality to neither the City nor the contractor; but Consultant shall not be liable for the result of any interpretation or finding rendered in good faith in such capacity.

Based on direction from the City, have the authority to reject work which does not conform to the construction contract documents, and whenever, in the Architect's opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of Work, whether or not, such work has been fabricated, installed or completed.

When requested, prepare change orders and change directives for the City's approval and signature in accordance with the construction contract documents.

With the City's approval, have the authority to order minor adjustments in the work which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the contract price or an extension of the contract time.

V. Meetings

Meetings During the development of PS&E documents the Consultant's Project Manager will attend in person the following meetings. (Individual A/E project team members will attend these meetings via teleconference as needed.)

Additional concept development meetings/workshops with the City provided upon request and authorization as additional services, when approved by the City.

4 meetings provided with the City as listed above.

Presentations to the City Council or other public body provided upon request and authorization as additional services.

EXHIBIT B

RATE SCHEDULE

The following hourly rates shall apply:

Principal	\$190.00
Project Manager	\$135.00
Project Architect	\$135.00
Project Engineer	\$135.00
Cost Estimator	\$135.00
Designer/Draftsperson	\$ 98.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO.6.1

Back-up will be provided at Meeting

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.2



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman and Board Members

STAFF: Yamini Pathak, Director of Finance
Dean Yamagata, Financial Consultant – Frazer, LLP

DATE: April 7, 2021

SUBJECT: Civic-Recreational-Industrial Authority January 31, 2021 Financial Report

Executive Summary:

The Expo Center operations have been shut down since March 2020 and operations have been severally limited and restricted. Our analysis will focus mainly on the control of expenditures and status of the capital projects to be completed during year ended 2021.

Expo Center:

For the month ended January 31, 2021, the Expo Center incurred expenses of \$80,425.

For the year to date ended January 31, 2021, the Expo Center expenses amounted to \$791,633, which represents 46% of budgeted annual expenses of \$1,968,200. Transfers received by the Expo Center amounted to \$607,000 for the year to date ended December 31, 2020.

The expenses are in line with the budgeted amounts for the year ended June 30, 2021.

Capital Projects Fund:

Total budgeted expenditures for the year ended June 30, 2021 amount to \$1,156,600 which the Fund has incurred \$600,561 of year to date expenditures which represents 52% of annual budgeted expenditures. Year to date transfers from the City of Industry amounted to \$1,282,923, of which \$607,000 was transferred to the Expo Center.

Description of Reports:

The monthly financial statements, as shown in Exhibit A, are a comprehensive document reflecting the financial position and the result of operations of the Authority at January 31, 2021.

Fiscal Impact:

There is no fiscal impact as result of this action.

Recommendation:

Receive and file.

EXHIBIT A

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

JANUARY 31, 2021

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

JANUARY 31, 2021

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Note: The presentation of these financial statements do not conform with Governmental Accounting Standards Board statement number 34 – Basic Financial Statements – and Management Discussion and Analysis – for State and Local Governments and do not include all the disclosures required by this pronouncement.

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
JANUARY 31, 2021

Expo Center Operations

During the month ended January 31, 2021, no events were held in The Pavilion, Avalon Room or Grand Arena due to events either being cancelled or rescheduled as a result of the COVID-19 pandemic.

At January 31, 2021 and 2020, our financial statements reflect the following activity:

<u>Expo Center Operations</u>	Month Ended 1/31/2021	Year To Date 1/31/2021	Annual Budget 2019-2020	% of Annual Budget	Month Ended 01/31/2020	Year To Date 01/31/2020
Total revenues	\$ 640	\$ 12,969	\$ 892,400	1%	\$ 88,256	\$ 1,108,075
Expenses:						
Direct Expo Center expenses	8,649	212,778	704,400	30%	91,655	889,043
General and administrative expenses	71,776	578,855	1,263,800	46%	105,132	719,897
Total direct Expo Center expenses	80,425	791,633	1,968,200	40%	196,787	1,608,940
Net loss from operations	(79,785)	(778,664)	(1,075,800)	72%	(108,531)	(500,865)
Net loss	\$ (79,785)	\$ (778,664)	\$ (1,075,800)	72%	\$ (108,531)	\$ (500,865)

Summarized financial information by department for the month ending January 31, 2021 and 2019:

<u>Expo Center Operations</u>	Month Ended 1/31/2021	Month Ended 1/31/2021	Month Ended 1/31/2021	Month Ended 1/31/2021	Month Ended 1/31/2021
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ -	\$ 640	\$ -	\$ 640
Expenses:					
Direct Expo Center expenses	(7,061)	8,940	6,770	-	8,649
General and administrative expenses	-	-	-	71,776	71,776
Total direct Expo Center expenses	(7,061)	8,940	6,770	71,776	80,425
Net (loss) income from operations	7,061	(8,940)	(6,130)	(71,776)	(79,785)
Net loss for the month ended	\$ 7,061	\$ (8,940)	\$ (6,130)	\$ (71,776)	\$ (79,785)

<u>Expo Center Operations</u>	Month Ended 1/31/2020	Month Ended 1/31/2020	Month Ended 1/31/2020	Month Ended 1/31/2020	Month Ended 1/31/2020
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 35,740	\$ 52,516	\$ -	\$ 88,256
Expenses:					
Direct Expo Center expenses	2,244	43,785	45,626	-	91,655
General and administrative expenses	-	-	-	105,132	105,132
Total direct Expo Center expenses	2,244	43,785	45,626	105,132	196,787
Net (loss) income from operations	(2,244)	(8,045)	6,890	(105,132)	(108,531)
Net (loss) income for the month ended	\$ (2,244)	\$ (8,045)	\$ 6,890	\$ (105,132)	\$ (108,531)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
JANUARY 31, 2021

Summarized financial information by department for the year to date period ending January 31, 2021 and 2020:

	Year To Date 1/31/2021	Year To Date 1/31/2021	Year To Date 1/31/2021	Year To Date 1/31/2021	Year To Date 1/31/2021
<u>Expo Center Operations</u>					
	<u>Speedway</u>	<u>Facilities</u>	<u>Grand Arena</u>	<u>General and Admin.</u>	<u>Totals</u>
Total revenues	\$ -	\$ 975	\$ 7,009	\$ 4,985	\$ 12,969
Expenses:					
Direct Expo Center expenses	(1,009)	114,591	99,196	-	212,778
General and administrative expenses	-	-	-	578,855	578,855
Total direct Expo Center expenses	(1,009)	114,591	99,196	578,855	791,633
Net (loss) income from operations	1,009	(113,616)	(92,187)	(573,870)	(778,664)
Net loss year to date	\$ 1,009	\$ (113,616)	\$ (92,187)	\$ (573,870)	\$ (778,664)
	Year To Date 1/31/2020	Year To Date 1/31/2020	Year To Date 1/31/2020	Year To Date 1/31/2020	Year To Date 1/31/2020
<u>Expo Center Operations</u>					
	<u>Speedway</u>	<u>Facilities</u>	<u>Grand Arena</u>	<u>General and Admin.</u>	<u>Totals</u>
Total revenues	\$ 107,877	\$ 389,301	\$ 610,113	\$ 784	\$ 1,108,075
Expenses:					
Direct Expo Center expenses	125,863	319,521	443,659	-	889,043
General and administrative expenses	-	-	-	719,897	719,897
Total direct Expo Center expenses	125,863	319,521	443,659	719,897	1,608,940
Net (loss) income from operations	(17,986)	69,780	166,454	(719,113)	(500,865)
Net (loss) income year to date	\$ (17,986)	\$ 69,780	\$ 166,454	\$ (719,113)	\$ (500,865)

CRIA Capital Assets

In accordance with GASB 34, the Civic-Recreational-Industrial-Authority (referred to as "CRIA") is required to capitalize and depreciate their capital assets. The capital assets net of accumulated depreciation at January 31, 2021 amounted to \$5,115,836. This amount represents the cost of capital assets purchased or constructed over the years at the Industry Hills Expo Center and surrounding areas. No depreciation expense has been recorded in the statement of operations for the period ended January 31, 2021. It is the accounting policy of the CRIA to record annual depreciation expense subsequent to the completion of the June 30, 2021 annual audit.

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
 FINANCIAL STATEMENTS
JANUARY 31, 2021

Capital Projects Operations

The capital projects fund reflects expenditures for capital improvements and operational costs. Operational costs include Board and staff salaries, professional services and miscellaneous items.

At January 31, 2021, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>1/31/2021</u>	<u>Year To Date</u> <u>1/31/2021</u>	<u>Annual Budget</u> <u>2019-2020</u>	<u>% of Annual</u> <u>Budget</u>
Total revenues	\$ -	\$ 479	\$ 1,500	32%
Expenditures				
General and administrative expenses	130,763	600,561	1,156,600	52%
Total expenses	<u>130,763</u>	<u>600,561</u>	<u>1,156,600</u>	52%
Excess of expenditures over revenues	<u>\$ (130,763)</u>	<u>\$ (600,082)</u>	<u>\$ (1,155,100)</u>	52%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET
AS OF JANUARY 31, 2021

	<u>Capital Projects</u>	<u>Expo Center</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 53,905	\$ 88,302
Investments	83,653	-
Accounts receivable, net	-	667
Prepaid insurance	-	1,083
Inventories	-	31,717
Deposits	-	3,000
Total current assets	<u>137,558</u>	<u>124,769</u>
CAPITAL ASSETS, net	<u>-</u>	<u>5,115,836</u>
Total assets	<u>\$ 137,558</u>	<u>\$ 5,240,605</u>
LIABILITIES AND FUND BALANCE		
CURRENT LIABILITIES:		
Accounts payable	\$ -	\$ 11,131
Advance rental payments	-	97,334
Security deposits	-	41,650
Total current liabilities	<u>-</u>	<u>150,115</u>
FUND BALANCE:		
Fund balance	137,558	5,090,490
Total liabilities and fund balance	<u>\$ 137,558</u>	<u>\$ 5,240,605</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

STATEMENT OF OPERATIONS
FOR THE MONTH AND YEAR TO DATE JANUARY 31, 2021

	CAPITAL PROJECTS				EXPO CENTER			
	MONTH ENDED 1/31/2021	YEAR TO DATE 1/31/2021	2020-2021 ANNUAL BUDGET	% OF ANNUAL BUDGET	MONTH ENDED 1/31/2021	YEAR TO DATE 1/31/2021	2020-2021 ANNUAL BUDGET	% OF ANNUAL BUDGET
REVENUES:								
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ 640	\$ 12,969	\$ 892,400	1%
Other revenues	-	479	1,500	32%	-	-	-	0%
Total revenues	<u>-</u>	<u>479</u>	<u>1,500</u>	32%	<u>640</u>	<u>12,969</u>	<u>892,400</u>	1%
EXPENDITURES:								
Operating expenses	-	-	-		8,649	212,778	704,400	30%
General and administrative expenses	130,763	600,561	1,156,600	52%	71,776	578,855	1,263,800	46%
Total expenses	<u>130,763</u>	<u>600,561</u>	<u>1,156,600</u>	52%	<u>80,425</u>	<u>791,633</u>	<u>1,968,200</u>	40%
EXCESS OF EXPENDITURES OVER REVENUES	(130,763)	(600,082)	(1,155,100)	52%	(79,785)	(778,664)	(1,075,800)	72%
OTHER FINANCING SOURCES, NET	<u>58,717</u>	<u>675,923</u>	<u>-</u>	0%	<u>168,000</u>	<u>607,000</u>	<u>-</u>	0%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES/(EXCESS OF EXPENDITURES OVER REVENUE AND OTHER FINANCING SOURCES)	(72,046)	75,841	<u>\$ (1,155,100)</u>		88,215	(171,664)	<u>\$ (1,075,800)</u>	
Fund balance, beginning	<u>209,604</u>	<u>61,717</u>			<u>5,720,651</u>	<u>5,262,154</u>		
Fund balance, ending	<u>\$ 137,558</u>	<u>\$ 137,558</u>			<u>\$ 5,808,866</u>	<u>\$ 5,090,490</u>		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

INDUSTRY HILLS EXPO CENTER
 STATEMENT OF CASH FLOWS
FOR THE SEVEN MONTHS ENDED JANUARY 31, 2021

	<u>AMOUNT</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (778,664)
Adjustments to reconcile net loss to net cash used in operating activities:	
Change in operating assets and liabilities:	
Accounts receivable, net	5,754
Due from other funds	222,000
Prepaid insurance	7,611
Prepaid expenses	-
Inventories	6,699
Accounts payable	(15,026)
Sales tax payable	-
Advance rental payments	310
Security deposits	(2,050)
Net cash used in operating activities	<u>(553,366)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Other financing sources	<u>607,000</u>
NET CHANGE IN CASH	53,634
Cash at June 30, 2020	34,668
Cash at January 31, 2021	<u>\$ 88,302</u>

INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR TO DATE JANUARY 31, 2021 AND 2020

<u>Expo Center Operations</u>	MONTH ENDED 1/31/2021	YEAR TO DATE 1/31/2021	ANNUAL BUDGET 2020-2021	% OF ANNUAL BUDGET	MONTH ENDED 01/31/2020	YEAR TO DATE 01/31/2020
Revenues						
Facilities rentals	\$ -	\$ 975	\$ 118,000	1%	\$ 15,654	\$ 173,566
Facilities rentals - bar sales	-	-	107,800	0%	15,316	166,552
Facilities - security	-	-	24,400	0%	3,797	32,182
Facilities - food	-	-	5,700	0%	73	4,776
Facilities - insurance	-	-	-	0%	900	8,600
Facilities - other	-	-	-	0%	-	3,625
Grand Arena - special events rentals	-	-	79,000	0%	15,151	93,863
Grand Arena - outdoor arena rentals	-	-	3,800	0%	-	3,500
Grand Arena - show barn stall rentals	640	5,730	21,000	27%	1,440	22,214
Grand Arena - shaving sales	-	393	5,200	8%	-	5,255
Grand Arena - security	-	-	44,800	0%	6,525	71,434
Grand Arena - trailer parking	-	-	7,200	0%	1,205	8,160
Grand Arena - bar sales	-	886	134,200	1%	-	232,198
Grand Arena - food	-	-	51,600	0%	9,107	41,411
Grand Arena - feed sales	-	-	100	0%	-	55
Grand Arena - parking	-	-	65,100	0%	14,765	83,163
Grand Arena - other	-	-	33,500	0%	4,323	48,860
Speedway - Merchandise	-	-	7,500	0%	-	4,777
Speedway - Bar	-	-	33,700	0%	-	24,264
Speedway - Prize Money	-	-	30,200	0%	-	12,495
Speedway - General Admission	-	-	51,400	0%	-	34,365
Speedway - Concessions	-	-	28,400	0%	-	21,477
Speedway - Parking	-	-	12,900	0%	-	8,930
Speedway - Other	-	-	25,100	0%	-	1,569
G&A- Other	-	4,985	1,800	277%	-	784
Total revenues	640	12,969	892,400	1%	88,256	1,108,075
Expo expenses						
Cost of sales	1,565	7,295	78,200	9%	462	115,548
Bar supplies	-	-	200	0%	-	4,602
Promotional banquet	-	-	3,400	0%	-	2,128
Feed	-	-	100	0%	-	140.00
Contract labor/wages	12,364	180,342	259,000	70%	64,201	449,486
Furniture/fixtures & equipment	-	-	13,600	0%	-	4,900
Facilities - insurance	(600)	400	800	50%	900	8,100
Miscellaneous	-	-	2,500	0%	-	3,111
Promotional	-	-	10,500	0%	1,300	3,999
Property maintenance	-	1,866	36,400	5%	2,809	21,174
Repairs and maintenance	-	-	1,100	0%	-	5,064
Sales tax	1	1	-	0%	-	(64)
Security - Grand Arena	-	-	40,100	0%	2,378	54,039
Security - Facilities	-	-	26,800	0%	8,984	41,913
Security - Speedway	-	-	13,000	0%	-	9,125
Shavings	-	(88)	2,400	-4%	52	4,177
Supplies	2,380	18,134	34,900	52%	3,333	39,791
Equipment rental	-	1,337	11,700	11%	-	1,752
Special event concessions	-	-	23,300	0%	4,242	15,526
Bad debt	-	4,500	8,400	54%	750	9,750
Speedway- Concessions	-	-	12,700	0%	-	9,026
Speedway- Merchandise	-	-	5,100	0%	-	-
Speedway- Insurance	(7,061)	(1,009)	9,500	-11%	2,214	8,379
Speedway - Prize money	-	-	45,300	0%	30	28,106
Speedway- Outside services/contract labor	-	-	65,400	0%	-	49,271
Total Expo expenses	8,649	212,778	704,400	30%	91,655	889,043
Operating income before direct G & A and CRIA indirect expenses	(8,009)	(199,809)	188,000	-106%	(3,399)	219,032

**INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR TO DATE JANUARY 31, 2021 AND 2020**

<u>Expo Center Operations</u>	<u>MONTH ENDED 1/31/2021</u>	<u>YEAR TO DATE 1/31/2021</u>	<u>ANNUAL BUDGET 2020-2021</u>	<u>% OF ANNUAL BUDGET</u>	<u>MONTH ENDED 01/31/2020</u>	<u>YEAR TO DATE 01/31/2020</u>
Direct general and administrative expenses						
Travel and meetings	-	-	1,500	0%	130	1,446
Dues, subscriptions, books, etc.	1,471	9,900	12,800	77%	1,079	8,012
Equipment rental/lease	708	8,319	5,000	166%	1,329	7,687
Employee training	-	-	800	0%	-	747
Furniture/fixtures & equipment	146	146	1,000	15%	540	540
Advertising/printing	-	-	100	0%	-	45
Telephone	1,332	9,537	17,500	54%	1,382	9,027
Postage	-	44	6,500	1%	39	4,032
Miscellaneous	244	4,493	26,000	17%	1,403	12,745
Professional services	16,481	120,469	322,500	37%	20,001	164,031
Repairs and equipment	-	583	3,100	19%	-	721
Vehicle expenses	-	5,364	68,800	8%	4,216	46,512
Insurance and bonds	1,087	7,607	11,700	65%	1,008	7,055
Supplies	2,432	16,366	52,500	31%	4,963	30,520
Contract labor/administrative wages	24,728	219,821	428,400	51%	45,858	254,693
Property maintenance	18,734	115,969	135,400	86%	10,578	71,538
Utilities	4,413	60,237	170,200	35%	12,606	100,546
Total direct general and administrative expenses	<u>71,776</u>	<u>578,855</u>	<u>1,263,800</u>	46%	<u>105,132</u>	<u>719,897</u>
 EXCESS OF EXPENDITURES OVER REVENUES	 \$ <u>(79,785)</u>	 \$ <u>(778,664)</u>	 \$ <u>(1,075,800)</u>	 72%	 \$ <u>(108,531)</u>	 \$ <u>(500,865)</u>

CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE MONTH AND YEAR TO DATE JANUARY 31, 2021

REVENUES:	MONTH ENDED 1/31/2021	YEAR TO DATE 1/31/2021	ANNUAL BUDGET 2020-2021	% OF ANNUAL BUDGET
Other revenues	\$ -	\$ 479	\$ 1,500	32%
GENERAL AND ADMINISTRATIVE EXPENSES:				
Salaries - board	2,836	19,852	38,000	52%
Medicare/disability	41	288	600	48%
PARS - ARS	107	745	1,400	53%
Legal	-	-	10,000	0%
Professional services	31,254	67,201	165,200	41%
Accounting	50	472	1,000	47%
Vehicle expenses	300	1,665	2,800	59%
General engineering	3,478	29,958	51,400	58%
Printing/photography	-	43	-	0%
Security	42,996	256,119	439,100	58%
Property maintenance	46,802	215,091	368,800	58%
Insurance and bonds	-	-	26,000	0%
Office expenses	-	-	500	0%
Utilities	2,899	9,127	51,800	18%
Total general and administrative expenses	<u>130,763</u>	<u>600,561</u>	<u>1,156,600</u>	52%
EXCESS OF EXPENDITURES OVER REVENUES	<u>\$ (130,763)</u>	<u>\$ (600,082)</u>	<u>\$ (1,155,100)</u>	52%

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.3



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman Benavidez and Members of the Board

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, CRIA Engineer *gn*
Dev Birla, Operations Manager, CNC Engineering

DATE: April 7, 2021

SUBJECT: Consideration of a Professional Services Agreement with IDS Group, Inc. for electrical engineering design services for the Expo Center Electrical Loading Master Plan, in an amount not to exceed \$150,000.00 (MP 01-34 #34)

Background:

The electrical distribution system at the Industry Hills Expo Center is old and in need of attention. There are several improvement projects that have been completed or are in progress, including the parking lots resurfacing that included some electrical improvements, Avalon Room and Patio Café upgrades, LED interior and exterior lighting upgrades to the Expo Barns, the new Banquet Facility, and Pavilion upgrades. It is important to consider the impact of these projects to the electrical distribution system as a whole. These projects do not take into account the cumulative impact of these improvements on the three main distribution switchgear ("MDS") services from Southern California Edison ("SCE"). The three main distribution switchgears are: MDS-5, MDS-6 and MDS-7, and these provide the electrical service to the entire Expo Center except the security gate entrance. Moreover, there is a lack of accurate drawings that detail the distribution of power from these three MDSs such as location, size and depth of conduit, wire size etcetera, to every building served. This is problematic for any new construction project at the Expo Center outside the buildings.

Staff prepared a Request for Proposal ("RFP") and the scope of work for the overall master plan of the electrical system at the Expo Center, which includes the following:

- Develop an electrical master plan to include an overall site plan with detailed plans of each MDS up to interconnection with SCE pad mount transformer
- Develop a single-line-diagram of each MDS with as-built condition of the switchgear on load side with metering, protection devices and feeders to each of

the sub-panels providing service to each building and related service connections from the SCE pad mounted transformers at each location

- Perform an electrical study utilizing SKM or ETAP software to analyze and develop a concise report on the systems fault current, arc-flash and coordination of protection devices to make sure the operation of protection devices as intended
- Create a load study and tracing of each electrical conduit from the three MDSs and develop new drawings showing the location of each conduit size, type, location and depth of conduit with wire size in each conduit for future use.
- Analyze the cumulative impacts of all capital projects recently completed or currently in progress to determine impact on all three MDSs and advise on any upgrades required with a construction cost estimate

The RFP was sent to five consulting firms on October 13, 2020. A pre-proposal site meeting was held on November 4, 2020. Three proposals were received from NV5 Inc. ("NV5"), IDS Group Inc. ("IDS"), and Pacific Utility Installation, Inc. ("PUI").

Discussion:

The proposals were evaluated and ranked based on the following criteria:

- Completeness of the proposal, including the entire scope of work was covered
- Relevant experience of the consulting firm on similar projects
- Qualifications of the proposed project manager and team and on relevant project experience

Staff determined that IDS provides the best value and relevant experience for this project. IDS is very familiar with the Expo Center as they are currently working on the Avalon Room upgrades, the New Banquet Facility, and the fire alarm system upgrades. Staff recommends approving the Agreement with IDS in an amount not to exceed \$150,000.00 for the electrical design services for the electrical master plan.

Fiscal Impact:

The fiscal impact is \$150,000.00. In the Fiscal Year 2020-2021 Capital Improvement Project budget, \$150,000.00 is approved for this work (Account No. 120-713-5130). No appropriations are required.

Recommendation:

Staff recommends that the Board approve the Professional Services Agreement with IDS Group.

Exhibit:

- A. Professional Services Agreement with IDS Group, Inc. dated April 7, 2021

EXHIBIT A

Professional Services Agreement with IDS Group, Inc. dated April 7, 2021

[Attached]

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of April 7, 2021 (“Effective Date”), between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and IDS Group, Inc., a California corporation (“Consultant”). CRIA and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2022, 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 CRIA. The Services shall be performed by Consultant, unless prior written approval is first obtained from CRIA. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

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

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

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

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

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

3. MANAGEMENT

CRIA's Executive Director or his/her designee shall represent CRIA in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) CRIA agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) CRIA may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CRIA suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

7. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CRIA and may be used, reused, or otherwise disposed of by CRIA without the permission of the Consultant. With respect to computer files, Consultant shall make available to CRIA, at the Consultant's office, and upon reasonable written request by CRIA, the necessary computer software and hardware for

purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to CRIA all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of CRIA.

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

(c) Consultant shall indemnify, defend and hold harmless, CRIA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 10 shall survive the termination of this Agreement, and are in addition to any other rights or remedies CRIA may have under the law.

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply

with all such laws and regulations. CRIA, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify CRIA should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within CRIA, unless Consultant is prohibited by law from informing CRIA of such Discovery, court order or subpoena. CRIA retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CRIA is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with CRIA and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CRIA's right to review any such response does not imply or mean the right by CRIA to control, direct, or rewrite said response.

15. NOTICES

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

To CRIA: Civic-Recreational-Industrial Authority
15625 E. Stafford, Suite 100
City of Industry, CA 91744
Attention: Troy Helling, Executive Director

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

To Consultant: IDS Group, Inc.
1 Peters Canyon Rd. Ste. 130
Irvine, CA 92606
Attention: Mr. Said Hilmy, PhD, SE, LEED AP
Principal

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

(Signatures on the following page)

“CRIA”
Civic-Recreational-Industrial-Authority

“CONSULTANT”
IDS Group, Inc.

By: _____
Troy Helling, Executive Director

By: _____
Said Hilmy, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

Approved as to form:

By: _____
James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide electrical engineering services for the Expo Center Electrical Loading Master Plan. The scope of work with the list of deliverables includes:

- Review existing record drawings and information for the existing electrical system and the recently constructed electrical facilities. Available existing record drawings to be provided by CRIA. An aerial base map, in AutoCAD format and topo service of the Expo Center Site will also be provided.
- Site visits to field check and update existing drawings or develop new electrical drawings for three 12,000-Volt to 277/480-Volt services from Southern California Edison (“SCE”) for main distribution switchgears (“MDSs”) of MDS-5, MDS-6 and MDS-7 including SCE pad mounted transformers, MDSs and secondary conductors from pad mounted transformers to MDSs including the metering.
- Site visits will include site surveying and field check on load side of each of MDSs of MDS-5, MDS-6 and MDS-7 to include: Complete single-line-diagram for MDS and each load side position currently used with size of circuit breaker, conductor size, fuses and subpanels. Site survey to trace each feeder conduit by an electronic device and update drawings with each conduit size and type, location and depth of conduit, size and location of pull boxes of each circuit from the load side of MDSs to each load. Document all Subpanels and each load served from the subpanels with single-line-diagram, conduit size and type, location, depth and conductor size, etc.
- Develop SKM or ETAP software system model for the electrical facilities to include the current loads under construction and planned future loads. Perform power-flow and short-circuit study, voltage-drop study, protection coordination study, arc-flash analysis and arc-flash labels for all panels and subpanels.
- Review the past history of loads on each MDS by reviewing SCE electric bills for the previous two years, 2018 and 2019, and load on each SCE transformer, perform load study, develop load schedule for each MDS and determine estimate cumulative impacts of these projects under construction or planned on each MSS and advise if any of the SCE pad mounted transformers will be overloaded and need to be upgraded to a higher size.
- Coordination with SCE and other electrical consulting engineers working on other projects at Expo Center to determine the cumulative impacts of those projects on the those three MDSs and any upgrade required on MDSs and sub panels with the construction cost estimate
- Final Deliverables include:
 - Site Plan showing facilities/areas being served by each MDS.

- Individual Plans for each MDS service area showing location of existing conduit, pull boxes, transformers, service panels, etc.
- Report of evaluation results, including any recommended upgrades to the existing system or service feed. Recommendations should include an estimated construction cost.
- Submit drawings in PDF and AutoCAD formats.

EXHIBIT B
RATE SCHEDULE

<u>Classification:</u>	<u>Hourly Rate:</u>
Principal Electrical Engineer	\$190
Associate Electrical Engineer	\$178
Senior Project Manager	\$168
Project Manager	\$157
Senior Engineer	\$146
Senior Cost Estimator	\$135
Project Engineer	\$135
Designer Engineer	\$119
Engineering Designer - BIM	\$103
Designer	\$98
CAD Drafting Engineer	\$87
Office Administration	\$55
2-Person Crew - Utility locating	\$300/hr. (prevailing wage)

Expenses:

Printing 11"x17"	\$3.00 per plot
Printing 24"x36"	\$5.00 per plot
Telephone, delivery & reproductions.....	Actual Cost
Shipping Charges.....	Actual Cost
Travel expenses (tolls)	Actual Cost
Mileage.....	IRS Standard Mileage Rate

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.4



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman Benavidez and Members of the Board

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, CRIA Engineer *qn*
Tapas Dutta, Program Manager, CNC Engineering

DATE: April 7, 2021

SUBJECT: Consideration of a Professional Services Agreement with Alliance Project, Inc. to provide building commissioning services for the proposed New Banquet Facility at the Expo Center in an amount not to exceed \$22,850.00 (MP 01-34 #35)

Background:

The architectural and engineering design of the new banquet facility at the Expo Center with an approximately floor space of 17,500 square feet is currently underway. The new facility will provide a modern space for hosting events at the Expo Center for up to 500 guests. In accordance with the State's Energy Efficiency Standards under Title 24 Part 6 and CAL Green requirements, the building must undergo a commissioning process by a certified commissioning firm. The County also requires this process for all new buildings over 10,000 square feet.

Discussion:

Alliance Project, Inc. ("Alliance") is certified by the AABC Commissioning Group and will provide a systematic, documented, and collaborative commissioning process, including document review, testing and verification for the new banquet facility. The scope of services entails verifying the installation and performing functional tests for each type of commissioned system for the building. The systems include HVAC, HVAC Controls and exhaust systems, domestic water heating, recirculation and tempering systems, lighting and daylighting controls, and data network basic infrastructure provisions. Staff recommends approving the Professional Services Agreement with Alliance in an amount not to exceed \$22,850.00.

Fiscal Impact:

The fiscal impact is \$22,850.00. The adopted amended Fiscal Year 2020-2021 Capital Improvement Project budget has allocated \$400,000 for design (MP 01-34 #35) (Account No. 120-713-5130) and no appropriations are required at this time.

Recommendation:

Staff recommends that the Board approve the Professional Services Agreement with Alliance Project.

Exhibit:

- A. Professional Services Agreement with Alliance Project, Inc. dated April 7, 2021
-

TH/JN/TD:jf

EXHIBIT A

Professional Services Agreement with Alliance Project, Inc. dated April 7, 2021

[A handout will be distributed at the meeting]

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
APRIL 7, 2021

ITEM NO. 6.4

HAND-OUT ITEM

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of April 7, 2021 (“Effective Date”), between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and Alliance Project, Inc., a California corporation (“Consultant”). CRIA and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2023, 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 CRIA. The Services shall be performed by Consultant, unless prior written approval is first obtained from CRIA. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to CRIA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing commissioning services for a facility owned by a public agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) CRIA agrees to pay the Consultant a lump sum. Amount not to exceed Twenty Two Thousand Eight Hundred Fifty Dollars (\$22,850.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set

forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) CRIA may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CRIA suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

7. OWNERSHIP OF DOCUMENTS

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

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

by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of CRIA.

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

(c) Consultant shall indemnify, defend and hold harmless, CRIA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 10 (c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies CRIA may have under the law.

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without CRIA's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from CRIA, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within CRIA, unless otherwise required by law or court order. (b) Consultant shall promptly notify CRIA should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within CRIA, unless Consultant is prohibited by law from informing CRIA of such Discovery, court order or subpoena. CRIA retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CRIA is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with CRIA and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CRIA's right to review any such response does not imply or mean the right by CRIA to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail,

certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CRIA: CRIA
15625 E. Stafford, Suite 100
City of Industry, CA 91744
Attention: Executive Director

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

To Consultant: Alliance Project, Inc.
28202 Cabot Road, Suite 300
Laguna Niguel, CA 92677

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

CRIA and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable

attorneys' fees and all related costs, including costs of expert witnesses and Consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CRIA”
Civic-Recreational-Industrial Authority

“CONSULTANT”
Alliance Project, Inc.

By: _____
Troy Helling, Executive Director

By _____
Michael Dadjou, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

Approved as to form:

By: _____
James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Consultant will provide Building Commissioning Services in accordance with ASHRAE Guideline 0 2013 for the new Banquet Facility at the Expo Center for the City of Industry, CA. The Commissioning process will be implemented through three phases, Design Phase, Construction Phase, and Occupancy Phase for the duration of the project.

DESIGN PHASE

- **Milestones**
 - Develop Initial Commissioning (“Cx”) Plan
 - Submit Cx Plan to CRIA
 - Conduct Design Reviews
 - Determine Training Requirements
 - Determine Operations & Maintenance (“O&M”) Manual Structure
 - Determine Construction Checklist Requirements
 - Create Master Project Matrix
 - Develop Cx Requirements for Construction Documents
- **Deliverables:** Cx Plan, Deficiency Report & Resolution Record (Issues Record), Standardized Reporting, and Scheduled Reporting

The Cx Plan includes the following information:

- Participant roles and responsibilities
- Commissioning scope and extent of services
- Commissioning activity schedule requirements
- Start-up/Pre-functional & functional testing procedures and methodologies
- Identification of systems and equipment to be commissioned
- Training of operations staff, during construction
- Functional testing & final acceptance before occupancy
- Closeout procedures including O&M documentation and as-built drawings

Commissioning Design Review

Consultant CxA will review construction documents for concept and value in meeting CRIA’s project requirements. CxA reviews are done with respect to established design criteria for the major buildingsystems and include:

- Equipment & Hardware types
- Equipment locations - accessibility for maintenance
- Energy efficiency
- Potential errors of omission

- Ease of operations & maintenance
- Operating & control sequences - normal, backup, safeties
- Indoor air quality
- Capacities / modular expansion

Designs are first reviewed for general issues such as: continuation of items (ductwork, piping, others) from page to page, labeling, component details, schedules, others. If the documentation is insufficient, the design Architect is contacted and made aware of the discrepancies, and the documents are returned for improvement.

Project Closeout Deliverable Tracking

A Master Project Matrix is developed at the beginning of the Consultant Cx Project. It is updated and tracked throughout the life of the project. This document is critical, as effective Project Management relies upon effective contingency systems and overlap. Consultant builds these systems into the overall Cx plan.

CONSTRUCTION PHASE

- **Milestones**
 - Develop Test Procedures
 - Direct & Verify Operational Tests
 - Coordinate, observe and participate in O&M Training
- **Deliverables:** Scheduled Reporting, Shop Drawing/Submittal Review, Test Results & Recommendations, Project Communication Report(s), O&M Manual Review, O&M Training, Scheduled Reporting

Construction Observation

Normal commissioning construction observation activities combine monitoring construction progress in conjunction with the construction manager's M/E/P coordinator and the designers in preparation for functional testing of the final product. This work precedes the start-up of the M/E/P systems and the functional performance testing portions.

Consultant shall focus on the quality of the installation, maintainability and adherence to plans and specifications designated for the project. In addition, possible omissions that may hinder start-up, preclude proper balancing of the systems or items that detract from efficient operations over the long term are identified.

Cx Scheduling Coordination

In accordance with the Cx plan and the construction schedule, Consultant shall provide coordination to integrate the Cx process into the overall project schedule. Included is the planning and scheduling of Cx efforts with the construction manager to ensure adequate time for functional performance testing prior to occupancy. The schedule also includes

time to validate the performance of building systems that do not perform the first or second time. When occupancy is dependent on satisfactory working systems, sufficient time must be incorporated into the schedule for the initial testing and resolution of problems as required, and reverification.

RFI/ Change Order/ Scope/ Cost Review

Under the auspices of being an Owner's representative, the Consultant CxA will provide review services of contractor's requests for information and change orders as they apply to the systems being commissioned.

Commissioning (Cx) & Construction Meeting Attendance

To improve results, Consultant recommends separate Cx meetings focused on Cx activities and expedited resolution of Cx problems. Consultant recommends these meetings occur regularly in lieu of construction meeting participation once start-up and functional testing begins. These meetings continue until the final punch lists are completed and the functional testing has proven proper system function. Consultant's team will attend construction meetings to represent the project's commissioning interests and explain the program per the commissioning plan.

Operation & Maintenance (O&M) Team Advocacy

The integrity of the building systems will rely on successful training and willingness of the CRIA staff to uphold the intended purpose of the building systems and their programming. It is important to engage the facilities operating staff, when available, to consult with commissioned systems. While the judgments of the operating team may not be final, their input will add significant value to the effort to collaborate in the commissioning process. *Consultant's intent is to achieve team participation within the contractual parameters of the project.* During construction, CRIA staff can be included as part of the quality assurance team. System design, installation, operation, and maintenance issues should be discussed, reviewed, and integrated within the limitations of design and contractual requirements. It is critical to distinguish between "in contract" and maintenance 'wish lists' O&M Staff Training O&M staff training in system procedures is vital to achieving the goals of the Building Commissioning Program and is conducted by experienced Consultant staff. Continued peak building performance rests firmly on the education and diligence of CRIA maintenance and operations staff. Consultant is committed to positive practical training and works with your Operations staff to understand systems and project requirements. Consultant facilitates Contractor development and/or updating of Operations & Maintenance Manuals to be used as guidelines for keeping systems operating at peak performance.

O&M Manuals Review

Consultant reviews content, accuracy, and completeness of the general contractor's O&M manuals submissions after they have been prepared and submitted by the project vendors and contractors. Exceptions are noted and returned for improvement until O&M Manuals are satisfactory for Owner's Intent. Consultant facilitates improved O&M manuals by addressing requirements for O&M documentation early in the Design Phase.

Consultant recommends the Owner include within its vendor/contractor scope of services, the review and/or compilation of the following items in O&M manuals for each piece of equipment and system scheduled for installation were actually installed in the project:

- Instructions for installation, maintenance & replacement
- Sequences of operation
- Maintenance & replacement service agencies
- Parts lists & special tools required
- Performance data
- Warranty information
- System software
- Troubleshooting
- Record drawings
- As-built system one-line diagrams

Final Commissioning Report

Consultant shall prepare the Final Commissioning Report summarizing tasks, findings, and documentation of the commissioning project. The report shall address actual performance of the building systems relative to the design documents. The report is a final reference to document test results and provide insight for future planning, revisions, and/or validation of the systems. (All test reports by various sub-contractors, manufacturers and controlling authorities are incorporated into the final report by the Consultant CXA). The Commissioning Report shall include:

- Executive Summary
- Design Criteria Finalization (optional)
- Design Criteria representing what the systems have been built to do
- Evaluation of the operating condition of the systems at the time of functional test completion
- Functional Test Data (procedures and results)
- Deficiencies that were discovered and the measures taken to correct them
- Report documentation of all Cx field activities as they progressed
- Description and estimated schedule of required deferred testing
- Testing validation of actual tests performed, testing protocols and results
- O&M Advocacy Summary
- Lessons Learned & Recommendations

EXHIBIT B
RATE SCHEDULE

Classification	Hourly Rate
Principal	260.00
Director/Supervising Engineer	240.00
Sr. Project Manager	220.00
Sr. Engineer	220.00
CxA Commissioning Agent	210.00
Project Manager / LEED Project Manager	195.00
LEED Project Engineer / Doc. Specialist	175.00
Engineer	175.00
Technician	150.00
Administrative Assistant	85.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pass Through Clause. Consultant agrees to ensure that its subConsultants, subConsultants, 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, subConsultants, and others engaged in the project will be submitted to CRIA for review.

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

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

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

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