
Civic-Recreational-Industrial Authority



Regular Meeting Agenda

July 7, 2021

9:00 a.m.

Chairman Eric Benavidez

Vice Chairman Ronald Whittimore

Board Member Larry Hartmann

Board Member Sean Lee

Board Member Bob Lindsey

Location: City Council Chamber, 15651 Mayor Dave Way

City of Industry, California

Addressing the Authority:

NOTICE OF TELEPHONIC MEETING:

- ***Pursuant to Section 42 of Executive Order N-08-21, issued by Governor Newsom on June 11, 2021, the regular meeting of the Civic-Recreational-Industrial Authority, 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, then entering the following Conference ID: 690 366 772#. 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 Tuesday, July 6, 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 Mayor Dave Way, City of Industry, California, at the office of the City Clerk 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 closed between 12:00 p.m. to 1:00 p.m. each day. 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 (CRIA) 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 July 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 May 2021

RECOMMENDED ACTION: Receive and file.

- 5.3 Consideration of the minutes of the June 9, 2021 regular meeting and the June 30, 2021 special meeting

RECOMMENDED ACTION: Approve as submitted.

- 5.4 Consideration of Resolution No. CRIA 2021-04 - A RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY ("CRIA") RATIFYING THE FISCAL YEAR 2021-22 CRIA BUDET

RECOMMENDED ACTION: Adopt Resolution No. CRIA 2021-04.

- 5.5 Consideration of Resolution No. CRIA 2021-03 - A RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY, APPROVING BLANKET PURCHASE ORDERS ("BPOs") FOR VENDORS TOTALING \$10,000.00 AND OVER FOR FY 2021-2022

RECOMMENDED ACTION: Adopt Resolution No. CRIA 2021-03.

- 5.6 Consideration of Amendment No. 2 to the Professional Services Agreement with Melzer Deckert & Ruder Architects, Inc., to provide design services for the Pavilion Building Upgrades at the Industry Hills Expo Center, increasing compensation by \$19,900.00 and revising the indemnity provisions (MP 01-34 #24)

RECOMMENDED ACTION: Approve the Amendment.

- 5.7 Consideration of Change Order No. 12, and Closeout Change Order No. 13, in the amount of \$128,893.26, for Contract No. CIP-IH-18-007-B Resurfacing Design – Expo Center Parking Lot with Sialic Contractors Corporation dba Shawnan

RECOMMENDED ACTION: Approve Change Order Nos. 12 and 13 and authorize the Chair to execute the Change Orders.

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 April 30, 2021

RECOMMENDED ACTION: Receive and file the report.

7. **EXECUTIVE DIRECTOR COMMUNICATIONS**

8. Adjournment. Next regular meeting: Wednesday, August 11, 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 July 7, 2021

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
120	CAPITAL IMPROVEMENT FUND	150,690.00
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	173,750.54
TOTAL ALL FUNDS		324,440.54

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	324,440.54

APPROVED PER CITY MANAGER

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

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
11235	06/28/2021		CRIA-EQUESTRIAN CENTER	\$152,000.00
	Invoice	Date	Description	Amount
	MAY 2021	06/28/2021	REIMBURSEMENT FOR MAY OPERATING COSTS	\$152,000.00
11236	07/07/2021		CASSO & SPARKS, LLP	\$6,589.28
	Invoice	Date	Description	Amount
	20519	06/21/2021	JUNE 2020 - APRIL 2021 LEGAL SVC - CRIA	\$6,589.28
11237	07/07/2021		CITY OF INDUSTRY	\$345.01
	Invoice	Date	Description	Amount
	2021-00000064	05/31/2021	MAY 2021 FUEL COSTS	\$345.01
11238	07/07/2021		CITY OF INDUSTRY	\$4,830.00
	Invoice	Date	Description	Amount
	6/7/21	06/07/2021	REIMBURSEMENT FOR AUDIT EXPENSES PAID BY CIT	\$4,830.00
11239	07/07/2021		CITY OF INDUSTRY-REFUSE	\$450.00
	Invoice	Date	Description	Amount
	4433730	06/01/2021	IH RODEO STORAGE BOXES	\$450.00
11240	07/07/2021		CNC ENGINEERING	\$49,450.00
	Invoice	Date	Description	Amount
	503174	06/24/2021	RESURFACING DESIGN-EXPO CENTER PARKING LOT	\$10,485.00
	503175	06/24/2021	SEWER DESIGN - EXPO CENTER SEWER MAIN REPLA	\$1,837.50
	503176	06/24/2021	AVALON ROOM IMPROVEMENTS	\$2,510.00
	503177	06/24/2021	NEW BANQUET FACILITY AT THE EXPO CENTER	\$5,367.50
	503178	06/24/2021	PAVILION UPGRADES	\$2,295.00

**Civic-Recreational-Industrial Authority
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July 7, 2021**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	503179	06/24/2021	EXPO CENTER ALARM SYSTEM UPGRADES	\$215.00
	503180	06/24/2021	EXPO CENTER AUDIO/VIDEO UPGRADES	\$700.00
	503181	06/24/2021	EXPO CENTER ELECTRICAL LOADING MASTER PLAN	\$1,480.00
	503182	06/24/2021	EXPO CENTER ROADS REHABILITATION	\$5,317.50
	503183	06/24/2021	GAZEBO AT EXPO CENTER PAVILION BUILDING	\$19,242.50
11241	07/07/2021		CNC ENGINEERING	\$3,431.25
	Invoice	Date	Description	Amount
	503184	06/24/2021	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN.	\$3,431.25
11242	07/07/2021		CRIA-PAYROLL ACCOUNT	\$3,500.00
	Invoice	Date	Description	Amount
	JUL-21	06/14/2021	REPLENISH PAYROLL ACCOUNT FOR JULY 2021	\$3,500.00
11243	07/07/2021		FRAZER, LLP	\$2,605.00
	Invoice	Date	Description	Amount
	172690	05/31/2021	PROFESSIONAL SVC - MAY 2021	\$2,605.00
11244	07/07/2021		MELZER DECKERT & RUDER ARCHITE	\$101,240.00
	Invoice	Date	Description	Amount
	2721	03/18/2021	DESIGN SVC - EXPO CENTER PAVILLION	\$101,240.00

Checks	Status	Count	Transaction Amount
	Total	10	\$324,440.54

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO.5.2

Industry Hills Expo Center

Check Detail

May 2021

Industry Hills Expo Center - Check Register

May 2021

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
05/03/2021	16593	PCR CASH	513.76	PETTY CASH REPLENISHMENT
05/03/2021	16594	ALARMCO	210.00	ALARM SYS. MONITORING
05/03/2021	16595	CINTAS	516.46	MATS, MOPS AND UNIFORMS
05/03/2021	16596	FRONTIER COMMUNICATIONS	290.98	INTERNET EXP.
05/03/2021	16597	OFFICE DEPOT	61.58	OFFICE SUPPLIES EXP.
05/03/2021	16598	SATSUMA LANDSCAPE	8,764.00	PROPERTY MAINT EXP.
05/03/2021	16599	TBS CLEANING SERVICE	1,600.00	PROPERTY MAINT EXP.
05/07/2021	16600	CROWN SHAVINGS	1,480.00	SHAVING INVENTORY
05/17/2021	16601	AIRGAS USA, LLC	108.84	PROPERTY MAINT EXP.
05/17/2021	16602	AT&T	495.67	TELEPHONE EXP.
05/17/2021	16603	California Dept. of Tax and Fee Admin.	40.60	SALES TAX PYMT.
05/17/2021	16604	CINTAS	1,044.00	MATS, MOPS AND UNIFORMS
05/17/2021	16605	CITY OF INDUSTRY	6,959.56	PROPERTY MAINT EXP.
05/17/2021	16606	FRONTIER COMMUNICATIONS	516.33	TELEPHONE EXP.
05/17/2021	16607	GRAHAM COMPANY	430.00	PROPERTY MAINT EXP.
05/17/2021	16608	JANUS PEST MANAGEMENT, INC.	844.00	PROPERTY MAINT EXP.
05/17/2021	16609	OFFICE DEPOT	40.69	OFFICE SUPPLIES EXP.
05/24/2021	16610	VOID CHECK	0.00	PRINTER FEED ERROR
05/24/2021	16611	HOME DEPOT	420.05	PROPERTY MAINT EXP.
05/24/2021	16612	SOUTHERN CALIFORNIA EDISON	6,661.08	UTILITIES EXP.
05/24/2021	16613	XEROX FINANCIAL SERVICES	794.90	LEASE PYMT. XEROX
05/01/2021	16614	CNC EQUESTRIAN MANAGEMENT	70,285.21	CONTRACT LABOR APRIL.2021/AMEX CHGS/MAINT. CREW APRIL 2021
05/26/2021	16615	RANCHO JANITORIAL SUPPLIES	319.72	SUPPLIES EXP.
05/26/2021	16616	PAV-030522R SERGIO ENRIQUE MOTTA	1,200.00	*EVENT CANCELLATION REFUND
05/31/2021	16617	BUSINESS CONSUMER ALLIANCE	395.00	SUBSCRIPTION RENEWAL 2021
05/31/2021	16618	CINTAS	1,012.96	MATS, MOPS AND UNIFORMS
05/31/2021	16619	CNC EQUESTRIAN MANAGEMENT	66,739.61	CONTRACT LABOR MAY.2021/MAINT. CREW MAY 2021
05/31/2021	16620	JANUS PEST MANAGEMENT, INC.	1,129.00	PROPERTY MAINT EXP.
05/31/2021	16621	JUAN LOPEZ	680.00	IT SERVICES APRIL 2021
05/31/2021	16622	MRC SMART TECHNOLOGY SOLUTIONS	132.41	SUPPLIES EXP.
05/31/2021	16623	ROGERS,CLEM & CO.	2,200.00	ACCTG. CONSULTING SERVICES-APRIL 2021
05/31/2021	16624	SPARKLETTS	8.43	OFFICE SUPPLIES EXP.
05/31/2021	16625	TBS CLEANING SERVICE	1,600.00	PROPERTY MAINT EXP.

*INDICATES CANCELLATION DUE TO COVID-19 OUTBREAK

TOTAL	177,494.84
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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO.5.3

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 9, 2021
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The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:02 a.m., telephonically using Conference Call Number, 657-204-3264, Conference ID: 816 714 058#.

FLAG SALUTE

The flag salute was led by Vice Chairman Whittemore.

ROLL CALL

PRESENT: Eric Benavidez, Chairman
Ronald Whittemore, Vice Chairman
Larry Hartmann, Board Member
Bob Lindsey, Board Member

ABSENT: Sean Lee, Board Member

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

PUBLIC COMMENTS

Chairman Benavidez mentioned that Troy Helling has announced his retirement as of August 2nd. Thank you for your commitment and dedication to the City. Your guidance and leadership are greatly appreciated. Congratulations to Josh Nelson who will continue as City Manager to lead the city; well done and well deserved.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR JUNE 9, 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
JUNE 9, 2021
PAGE 2

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY CNC EQUESTRIAN MANAGEMENT SERVICES FOR THE INDUSTRY HILLS EXPO CENTER FOR APRIL 2021

RECOMMENDED ACTION: *Receive and file.*

5.3 CONSIDERATION OF THE MINUTES OF THE MAY 12, 2021 REGULAR MEETING

RECOMMENDED ACTION: *Approve as submitted.*

5.4 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CLIFTONLARSONALLEN LLP, FOR AUDITING SERVICES IN AN AMOUNT NOT TO EXCEED \$11, 950 THROUGH JUNE 30, 2022

RECOMMENDED ACTION: *Approve the Amendment.*

General Counsel, James M. Casso, mentioned that there is a typo on the agenda for Item 5.4. For the record, it is noted that it should read as Amendment No. 2.

MOTION BY BOARD MEMBER HARTMANN AND SECOND BY VICE CHAIRMAN WHITTEMORE TO APPROVE THE CONSENT CALENDAR WITH THE AMENDMENT TO ITEM 5.4. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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MOTION BY VICE CHIARMAN WHITTEMORE AND SECOND BY BOARD MEMBER HARTMANN TO RECEIVE AND FILE. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

6.2 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR MARCH 31, 2021

RECOMMENDED ACTION: *Receive and file the report.*

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

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

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

6.3 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH VENEKLASSEN ASSOCIATES, INC. FOR THE DESIGN OF THE AUDIO-VISUAL SYSTEM, THE INFORMATION TECHNOLOGY SYSTEM, AND THE SECURITY SYSTEMS FOR THE EXPO CENTER A/V UPGRADES TO THE GRAND ARENA PROJECT, IN AN AMOUNT NOT TO EXCEED \$85,596.00 THROUGH DECEMBER 31, 2022 (MP 01-34 #33)

RECOMMENDED ACTION: *Approve the Agreement.*

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 9, 2021
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Transition Manager/Director of Public Works/City Engineer, 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:

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

EXECUTIVE DIRECTOR COMMUNICATIONS

City Manager Troy Helling mentioned that the governor will be announcing on June 15th, the opening of businesses but OSHA (Occupational Safety and Health Administration) will give different guidelines which we will be following. We are monitoring every day and will update the Board periodically. At the very least, the rodeo will be the first public event and we are making plans at this time to proceed with that.

Transition Manager/Director of Public Works/City Engineer, Josh Nelson mentioned that project wise, the Avalon room is going back out to bid so that room will be tied up for the rest of the year and maybe early 2022, so that obviously effects the entertaining of new events.

In honor of Troy Helling's retirement, Chairman Eric Benavidez provided a quote by an unknown author, "Once you are over the hill, you begin to pick up speed."

Both Board Member Hartmann and Vice Chairman Whittemore made comments and congratulations to both Troy Helling for his retirement and Josh Nelson for his new position as City Manager.

ADJOURNMENT

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 9, 2021
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Eric Benavidez, Chairman

Julie Robles, Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 30, 2021
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The Special Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:09 a.m., telephonically using Conference Call Number, 657-204-3264, Conference ID: 731 754 700#.

FLAG SALUTE

The flag salute was led by Board Member Sean Lee.

ROLL CALL

PRESENT: Eric Benavidez, Chairman
Sean Lee, Board Member
Bob Lindsey, Board Member

ABSENT: Ronald Whittemore, Vice Chairman
Larry Hartmann, Board Member

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

PUBLIC COMMENTS

Due to technical difficulties, the general public were unable to join this meeting. Therefore, General Counsel James M. Casso, suggested we allow the public to speak at the next CRIA meeting on Item 5.1. The next regular meeting is scheduled for July 7, 2021. It was agreed upon between General Counsel Casso and the Authority to continue with the approval process for the budget.

BOARD MATTERS

5.1 CONSIDERATION OF RESOLUTION NO. CRIA 2021-02 - A RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY ("CRIA") ADOPTING THE FISCAL YEAR 2021-22 CRIA BUDGET

RECOMMENDED ACTION:
2021-02.

Adopt Resolution No. CRIA

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 30, 2021
PAGE 2

Director of Finance, Yamini Pathak provided a staff report and was available to answer any questions.

MOTION BY BOARD MEMBER LINDSEY AND SECOND BY BOARD MEMBER LEE TO ADOPT RESOLUTION NO. CRIA 2021-02. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

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

EXECUTIVE DIRECTOR COMMUNICATIONS

Executive Director Troy Helling thanked Director of Finance, Yamini Pathak for her work on the budget. Josh Nelson, Transition City Manager/Director of Public Works/City Engineer; reported that the first in-person hybrid meeting will be next week for the Industry Public Utilities and City Council meetings on July 8, 2021. Next week's CRIA meeting will remain telephonically but plan on the August meeting being in the Council Chamber.

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:16 a.m.

Eric Benavidez, Chairman

Julie Robles, Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO.5.4

RESOLUTION NO. CRIA 2021-04

A RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY (“CRIA”) RATIFYING THE FISCAL YEAR 2021-22 CRIA BUDGET

WHEREAS, on June 16, 2021, the City Council of the City of Industry (“City”) held a special budget workshop and received a presentation on the FY 2021-22 (“FY 2022”) Proposed Operating Budget and FY 2022 Proposed Capital Improvement Program (“CIP”) Budget for the City and CRIA; and

WHEREAS, the purpose of the budget workshop was to give the City Council an opportunity to thoroughly review the proposed budget, ask questions, and provide comments and direction to Staff in preparation for the budget adoption meeting; and

WHEREAS, on June 24, 2021, the City Council adopted the City’s Operating Budget for FY 2022, which included funding for CRIA’s FY 2022 Budget; and

WHEREAS, it is necessary for the Board to adopt CRIA’s FY 2022 Budget; and

WHEREAS, the CRIA Board received a presentation on the FY 2022 Proposed CRIA Budget and FY 2022 Proposed CRIA-Expo Center Capital Budget on June 30, 2021, and the Board adopted Resolution No. CRIA 2021-02, approving the FY 2021-22 CRIA Budget; and

WHEREAS, given technical issues, telephonic access to the meeting was not available to members of the public; and

WHEREAS, out of an abundance of caution, and to ensure compliance with the Brown Act, the CRIA Board desires to ratify its action approving the FY 2021-22 CRIA Budget.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

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

Section 2. The Board hereby adopts the FY 2022 Budget, attached hereto as Exhibit A, and incorporated herein by reference.

Section 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality,

or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 4. The Secretary shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Civic-Recreational-Industrial Authority at a regular meeting held on July 7, 2021, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

Eric Benavidez, Chairman

ATTEST:

Julie Gutierrez-Robles, Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO.5.5



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Board of Directors

FROM: Troy Helling, Executive Director *TH*

STAFF: Yamini Pathak, Director of Finance *YR*

DATE: July 7, 2021

SUBJECT: Consideration of Resolution No. CRIA 2021-03, a Resolution of the Civic-Recreational-Industrial Authority, Approving Blanket Purchase Orders (“BPOs”) for Vendors Totaling \$10,000.00 and Over for FY 2021-2022

BACKGROUND:

A blanket purchase order (“BPO”) Vendor List is a list of all vendors with whom CRIA anticipates spending over \$10,000.00 in the fiscal year. On June 30, 2021, CRIA approved and adopted its budget for FY 2021-22 (“FY 22”). The FY 22 BPO Vendor List was developed in line with the FY 22 Adopted Budget.

DISCUSSION:

BPOs are a customary financial practice common among public agencies in California, and in summary, are utilized to pay for goods and materials with vendors with whom CRIA conducts business during the fiscal year. Although most BPOs can be created under the Executive Director’s purchasing authority, as an added level of fiscal control and transparency, at the beginning of each fiscal year a list of BPOs for vendors with whom CRIA regularly conducts business, that total \$10,000.00 and over annually, is presented to CRIA Board of Directors for formal approval for the new fiscal year. This streamlines the purchasing process where necessary and assists staff to efficiently obtain goods and materials to tend to its day-to-day operations.

BPOs are not intended to bypass or supersede the bidding provisions as outlined in the City of Industry’s Municipal Code (“Code”) (which applies to CRIA) or intended to bypass the City’s standard agreements and terms. Departments must adhere to the requirements of the City’s procurement policy, and must obtain informal bidding, quotes, or go through a formal procurement process as necessary. Finance will strictly enforce the purchasing policy and ensure departments are adhering to the correct purchasing procedures.

As such, outlined below is a summary of the City's Code, as it pertains to the purchasing and bidding procedures set forth in Chapter 3.04, that departments must follow and adhere to when obtaining goods and services.

Supplies & Equipment (Section 3.04.050) - For supplies and equipment, purchases of \$100,000.00 and under may be made at the discretion of the Executive Director on the open market with the solicitation of at least three (3) written proposals.

Upon the approval of the CRIA Board of Directors, BPOs will be created for all vendors CRIA regularly conducts business with for supplies and equipment for FY 22.

Pursuant to Section 3.04.040, purchases of supplies and equipment over \$100,000.00 require a formal bidding process and formal approval by the CRIA Board of Directors. Should items over \$100,000.00 be taken to the CRIA Board of Directors during the current fiscal year, BPOs will be created for these items as the Board approves them.

BPO Vendor List for FY 21

The BPO Vendor List for FY 22, attached as Exhibit A, includes all vendors with whom CRIA regularly conducts business. The BPO amounts are estimated amounts based on historical spending levels; all BPO amounts are in line with the FY 22 Adopted Budget.

BPOs will also be utilized for only vendors that total less than \$10,000.00 annually, and with whom CRIA conducts business on a recurring basis throughout the fiscal year.

FISCAL IMPACT:

The BPOs for all vendors listed in Exhibit A total \$128,000.00. This has been accounted for and included in the FY 22 Adopted Budget.

RECOMMENDED ACTION:

Staff recommends the CRIA Board adopt Resolution No. CRIA-2021-03, approving the BPO Vendor List for vendors totaling \$10,000.00 and over for FY 22.

Attachments:

1. Resolution No. CRIA 2021-03-Resolution Approving the FY 21-22 Blanket Purchase Orders for Vendors Totaling \$10,000 and Over.
2. Exhibit A – FY 22 Blanket Purchase Order Vendor List

RESOLUTION NO. CRIA 2021-03

**RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL
AUTHORITY APPROVING BLANKET PURCHASE ORDERS FOR
VENDORS TOTALING \$10,000.00 AND OVER FOR FY 2021-2022**

WHEREAS, in FY 2016-17 (“FY 17”), the Financial Services Department (“Finance”) implemented several new internal controls and financial procedures citywide, in which blanket purchase orders (“BPOs”) were identified as a critical fiscal control that allows the Civic-Recreational-Industrial Authority (“CRIA”) to procure goods and supplies, professional or maintenance services, and/or equipment in a timely manner to efficiently administer the day-to-day operations of CRIA; and

WHEREAS, BPOs are a customary financial practice among public agencies in California; and in summary, are utilized to pay for goods and services with vendors that CRIA regularly conducts business with during the fiscal year; and

WHEREAS, annually, after CRIA’s operating budget is adopted, the Finance Department presents the CRIA Board of Directors for its consideration a BPO Vendor List for all vendors with whom CRIA anticipates spending over \$10,000.00 in the upcoming fiscal year; and

WHEREAS, on June 30, 2021, CRIA approved and adopted its budget for FY 2021-22 (“FY 22”); and

WHEREAS, the FY 22 BPO Vendor List was developed in accordance with Chapter 3.04 of the City of Industry’s Municipal Code (which applies to CRIA) as it pertains to purchasing and bidding procedures; and

WHEREAS, the FY 22 BPO Vendor List was also developed in accordance with the FY 22 Adopted Budget.

NOW, THEREFORE, THE CIVIC RECREATIONAL-INDUSTRIAL AUTHORITY DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

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

Section 2. The CRIA Board of Directors hereby approves the list of BPOs, attached hereto as Exhibit A, and incorporated herein by reference, for all vendors that total \$10,000.00 and over for FY 22.

Section 3. The CRIA Board of Directors authorizes the Executive Director, and/or his designee, to prepare and execute all BPOs identified and listed on said Exhibit A.

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

Section 5. The Secretary shall certify to the passage and adoption of this resolution and the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Civic Recreational-Industrial Authority at a regular meeting held on July 7, 2021, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

Eric Benavidez, Chairman

ATTEST:

Julie Gutierrez-Robles, Secretary

Civic-Recreational-Industrial Authority
Blanket Purchase Order Vendor List for FY 2021-22 ("FY 22")
Exhibit A
Vendors Totaling \$10,000 and Over

Item #	Vendor Name	FY 22 Proposed Amount	Primary Purpose
1	B2 Print	11,000	Office Supplies - City Letterhead, Envelopes, & Business Cards
2	Country Estate Fence Co. Inc.	10,000	Supplies-Vinyl fencing
3	Home Depot	21,000	Property Maintenance Supplies
4	Locks Plus	11,000	Supplies-Key, locks and materials only
5	Lowe's	21,000	Property Maintenance Supplies
6	Merritt's Ace Hardware	11,000	Property Maintenance Supplies
7	MX Graphics	11,000	Supplies-Printing/signs
8	Resource Building Materials	11,000	Facility Materials and Supplies
9	San Gabriel Valley Newspaper Group	11,000	Advertisement - Notices for Invitation of Bids, Public Hearings, and Ordinances, Etc.
10	Staples Business Advantage	10,000	Office Supplies

\$ 128,000.00

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.6



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: July 7, 2021

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with Melzer Deckert & Ruder Architects, Inc., to provide design services for the Pavilion Building Upgrades at the Industry Hills Expo Center, increasing compensation by \$19,900.00 and revising the indemnity provisions (MP 01-34 #24)

Background:

On May 13, 2020, the CRIA Board approved a Professional Services Agreement with Melzer Deckert & Ruder Architects, Inc. ("MDR") for an amount not to exceed \$199,400.00, to provide architectural and engineering services to upgrade the Pavilion at the Industry Hills Expo Center. The Pavilion was constructed in 1994 as a barn-like environment with no mechanical HVAC system, insulation or adequately sealed doors or windows. Although incremental improvements have been made over the years, the interior layout does not provide good flow or functionality for events. Storage is currently provided using only external containers. It is also necessary to make upgrades to the facility to comply with requirements under the ADA.

On November 10, 2020, the CRIA Board approved Amendment No. 1 to revise the scope of services and increasing compensation by \$62,980.00. The additional scope included designing a permanent 200 square foot porch, a 650 square foot rear addition that would include food service equipment and the integration and coordination of the new additions with the existing building architecture.

Discussion:

The design for the improvements is currently on-going. MDR's original scope of work did not include interior design, since typically in the industry, the owner employs its own interior design consultant. Since the Expo Center does not have an existing interior design consultant, Staff has requested MDR provide this service. In addition, Staff requested upgrades to the camera surveillance system to their scope. Amendment 2 is necessary to accommodate the additional scope of services relating to interior design and upgrades

to camera surveillance system and add language requiring indemnity specific to independent contractors.

Fiscal Impact:

The fiscal impact for these services is \$19,900.00. The FY 2021-22 Capital Improvement Project budget has allocated \$400,000.00 under Pavilion Building Upgrades (MP 01-34 #24) (Account No. 121-713-5130) and no further appropriation is required.

Recommendation:

It is recommended that the CRIA Board approve Amendment No. 2 to the Professional Services Agreement with MDR.

Exhibit:

- A. Amendment No. 2 to the Professional Services Agreement with Melzer Deckert Ruder Architects, Inc. dated July 7, 2021

TH/JN/TD:jf

EXHIBIT A

Amendment No. 2 to the Professional Services Agreement with Melzer Deckert
Ruder Architects, Inc. dated July 7, 2021

[Attached]

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT WITH
MELZER DECKERT RUDER ARCHITECTS, INC.**

This Amendment No. 2 to the Professional Services Agreement (“Agreement”) is made and entered into this 7th day of July, 2021, (“Effective Date”) by and between the Civic Recreational Industrial Authority (“CRIA”), a public body, and Melzer Deckert & Ruder, Architects, Inc., a California corporation, (“Consultant”). CRIA and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about May 13, 2020, CRIA approved a Professional Services Agreement (“Agreement”) for Pavilion building upgrades at the Expo Center; and

WHEREAS, on or about November 10, 2020, Amendment No. 1 was approved to amend the Scope of Services and increase compensation by \$62,980.00. It was also necessary for Consultant to comply with the provisions of Assembly Bill 5 (“AB 5”) concerning independent contractors, and language was included in the amendment to address AB 5; and

WHEREAS, it is necessary to amend the Agreement to permit Consultant to perform additional services including interior design and camera surveillance system upgrades, to allow for a companion increase in compensation by \$19,900.00, and it is necessary to also include revised language requiring indemnity 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 for modifications made in Amendment 1, and as otherwise hereinafter provided:

4. PAYMENT

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

The total contract amount shall not exceed Two Hundred Eighty-Two Thousand Two Hundred Eighty Dollars (\$282,280.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

9. INDEPENDENT CONSULTANT

Section 9(c) is hereby revised to read as follows:

(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.

14. NOTICES

Section 14 is hereby revised to reflect the current address of CRIA:

To CRIA: Civic Recreational Industrial Authority
 15625 Mayor Dave Way
 City of Industry, CA 91744

 Attention: Troy Helling, Executive Director

Exhibit A, Scope of Services is hereby revised to include modifications made in Amendment 1 and shall include the following services:

Interior Design

1. Select interior design materials and finishes. Obtain CRIA approval.
2. Select decorative lighting. CRIA to approve budget.
3. Prepare specifications and incorporate into bid and construction drawings.
4. Review submittals and Request for Information (RFI)
5. One site visit

Security Consulting Services

Meet with CRIA for the upgrades to the camera surveillance system and draft bid documents.

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

(SIGNATURES ON THE FOLLOWING PAGE)

“CRIA”
Civic Recreational Industrial Authority

“CONSULTANT”
Melzer Deckert Ruder Architects, Inc.

By: _____
Eric Benavidez, Chairman

By: _____
Mark Melzer, AIA, LEED AP

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

EXHIBIT A TO AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT WITH MELZER DECKERT RUDER
ARCHITECTS, INC. DATED MAY 13, 2020

CIVIC RECREATIONAL INDUSTRIAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of May 13, 2020 ("Effective Date"), between the Civic-Recreational-Industrial Authority ("CRIA") and Melzer Deckert & Ruder Architects, 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, 2021 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 architectural design 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 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 Ninety-Nine Thousand Four Hundred Dollars (\$199,400.00) 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. 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.

6. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of 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.

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 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.

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of 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.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without CRIA's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from 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.

14. NOTICES

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

To CRIA: Civic Recreational Industrial Authority
15625 E. Stafford
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: Melzer Deckert & Ruder Architects, Inc.
9511 Irvine Center Drive
Irvine, CA 92618
Attention: Mark Melzer, AIA, LEED AP

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 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.

16. 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.

17. ENTIRE AGREEMENT

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

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the

Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

"CRIA"

Civic Recreational Industrial Authority

By: 

Troy Helling, Executive Director

"CONSULTANT"

Melzer Deckert & Ruder Associates, Inc.

By: 

Mark Melzer, AIA, LEED AP

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 the following services for the design of the Pavilion Building Upgrades at the Industry Hills Expo Center:

Project and Design Approach

A Design Methodology

Consultant shall initially meet with CRIA Staff to understand the goals for the project and will visit the site to review existing conditions. Consultant shall provide design services to address the functional and operational use of the facility. Operational issues will be reviewed so that the facility has flexibility for various events. Consultant shall incorporate durable and cleanable materials suitable for long-term use in its design.

Budget: Consultant shall work closely with CRIA Staff and CRIA's project manager to determine the construction budget and control the design to meet the budget.

B. Key Design Elements

Consultant will seek to evaluate design elements as follows:

1. Functional and flexible building design.
2. Operational considerations for equipment and materials.
3. ADA accessibility access and compliance.
4. A design concept and imagery for both exterior and interior that is in harmony with the surrounding equestrian center, and one that evokes the character and identity of a banquet facility.

Time Schedule

A time schedule shall be prepared at the commencement of the project. For initial purposes, Consultant estimates the following:

Concept Design – 3 weeks
Schematic Design (with Basis of Design by Engineers) – 4 weeks
Design Development and Construction Documents – 10 weeks
Bidding – 4 weeks
Permit Approvals by Health Department and Building Department- 12-14 weeks

Items to be Furnished by CRIA

- A. As-built drawing of existing facility.
- B. Asbestos and hazardous materials report. (at existing facility adjacent to

- C. proposed facility)
Utility information.
- D. Quantitative programming and operational input by Client's designated personnel.

Work Product:

Consultant shall provide the following work product for the project:
Architectural and Engineering Construction Documents in pdf and AutoCAD formats for the improvements comprising of plans, specifications and estimates.

The exclusions to the Services are as follows:

1. Evaluation or performance of existing building envelope or Mechanical Electrical and Plumbing systems.
2. Exterior building façade (other than doors)
3. Site work and parking.
4. Grease Interceptor
5. Selection of interior furnishings and accessories (services may be provided upon request)

EXHIBIT B
RATE SCHEDULE

Hourly Rate Schedule

Title	Hourly Rate
Principal	\$195.00
Principal Designer	\$195.00
Project Architect	\$185.00
Designer	\$150.00
Technical	\$88.00
Secretarial	\$54.00

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, 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. 5.7



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*
Gerardo Perez, Construction Manager, CNC Engineering

DATE: July 7, 2021

SUBJECT: Consideration of Change Order No. 12, and Closeout Change Order No. 13 in the amount of \$128,893.26, for Contract No. CIP-IH-18-007-B Resurfacing Design – Expo Center Parking Lot with Sialic Contractors Corporation dba Shawnan

Background:

On June 10, 2019, the CRIA Board awarded Contract No. IH-18-007-B, Resurfacing Design – Expo Center Parking Lot to Sialic Contractors Corporation dba Shawnan in the amount of \$3,912,421.00. The project improvements consisted of parking lot demolition, grading, curb replacement, ADA ramps, sidewalks, drainage improvements, sewer improvements, new pavement construction, striping, signage, and lighting.

Discussion:

On June 10, 2020, The CRIA Board approved the following change orders totaling \$193,539.49.

- **Change Order No. 1** – Costs in the amount of \$1,009.09 to install 90 feet of 1-1/2 inch conduit with special fittings to go around the splitter box and tie-in to the transformer.
- **Change Order No. 2** – Costs in the amount of \$7,400.00 to remove an existing fence with shrubbery.
- **Change Order No. 3** – Costs in the amount of \$53,631.00 to grind and pave Holguin Place.
- **Change Order No. 4** – Costs in the amount of \$38,040.00 to the existing asphalt pavement surface and overlay the area with asphalt pavement in the golf cart storage area.

- **Change Order No. 5** – Work was not performed. No costs are involved.
- **Change Order No. 6** – Costs in the amount of \$32,500.00 to lower approximately 800 lineal feet of sewer line to clear existing utilities.
- **Change Order No. 7** – Costs in the amount of \$27,750.00 to add 22 back water valves, add two additional concrete sewer and water aprons for the new RV stations. Installation of two additional sewer terminal cleanout and extension of sewer laterals will be paid under existing unit prices.
- **Change Order No. 8** – Costs in the amount of \$2,636.00 to reimburse the Contractor to repair an existing air conditioner line.
- **Change Order No. 9** – Costs in the amount of \$17,000.00 to construct two additional concrete wall enclosures required with the addition of two RV stations.
- **Change Order No. 10** – Costs in the amount of \$13,573.00 to add a streetlight at the southwest corner of the intersection of Expo Center Drive and Holguin Place.

On October 7, 2020, the CRIA Board approved Change Order No. 11 in the amount of **\$169,463.74**.

- **Change Order No. 11** – Costs in the amount of \$169,463.74 were approved for bid items in which quantities were extended due to site conditions such as removal and replacement of sidewalk, curb, and gutter, plan revisions and final field measurements.

During construction, the Contractor was directed to proceed on a time and material basis on some additional work, and several bid quantities were extended due to site conditions, revisions to the plans and final quantities. As of June 30, 2021, the CRIA Engineer reviewed the following change order for completeness and accuracy as to the materials and labor included:

- **Change Order No. 12** - Contractor was directed to proceed on a time and material basis for the following items of extra work: a) Remove existing chain link fence, including foundations and asphalt pavement in front of the Pavilion for a cost of \$7,077.42, b) Breakout concrete at existing storm drain and sewer manholes to set new ring and cover for a cost of \$1,619.11, c) Cut existing conduit to accommodate the new transformers at a cost of \$1,632.13. Total time and materials cost is **\$10,328.66**.
- **Change Order No. 13** - Final field measurements have been completed and overruns and underruns are as follows:

Underruns

Bid Item No. 3 – Unclassified Excavation incl. aggregate base material
Removal – 951cy @\$70/cy = **\$66,570.00**

Bid Item No. 4 – Unclassified Fill – 48cy @\$50/cy = **\$2,400.00**

Bid Item No. 11 - AC Removal to be recycled, 177.75 tons - @\$22/ton = **\$3,910.50**

Bid Item No. 12 - Recycled AC Pavement, 876 tons @\$22/ton = **\$19,272.00**

Bid Item No. 13 - Emulsified Recycling Agent, 44 tons @\$600/ton = **\$26,400.00**

Bid Item No. 15 - Portland Cement for CSPS, 41.35 tons @\$150/ton = **\$6,202.50**

Bid Item No. 16 - Portland Cement for recycled, AC 6 tons @\$180/ton = **\$1,080.00**

Bid Item No. 19 - Install Root Barrier, 720 LF @\$10/LF = **\$7,200.00**

Bid Item No. 28 - Construct Aggregate Base, 42 cy @\$48/cy = **\$2,016.00**

Bid Item No. 34 - Construct Curb & Gutter, Type B2, 100 LF @\$70/LF = **\$7,000.00**

Bid Item No. 35 - Construct Curb & Gutter, Type B3, 33 LF @\$70/LF = **\$2,310.00**

Bid Item No. 42 - Construct PCC Cross Gutter, 25 LF @\$40/lf = **\$1,000.00**

Bid Item No. 60 - Furnish & Install "No Parking Sign," 6 EA @\$200/EA = **\$1,200.00**

Bid Item No. 62 - Furnish & Install "Unauthorized Vehicle" 3 EA @\$200/EA = **\$600.00**

Bid Item No. 65 - Install I.S.A Sign, 6 EA @\$100/EA = **\$600.00**

Bid Item No. 67 - Furnish & Install detectable warning surface, 2 SF @\$300/SF = **\$600.00**

Bid Item No. 68 - Install 4-inch wide solid white striping, 451 LF @\$1/lf = **\$451.00**

Bid Item No. 76 - Remove 6-inch VCP sewer, 54 LF @\$100/lf = **\$5,400.00**

Bid Item No. 115 - Install 1½" PVC, 40 LF @\$30/LF = **\$1,200.00**

Bid Item No. 116 - Install 2" PVC, 277 LF @\$40/LF = **\$11,080.00**

Bid Item No. 117 - Install Graybar 3-inch bends, 120 EA @\$45/EA = **\$5,400.00**

Bid Item No. 136 - Install outlet panel unistruts, 3 EA @\$4,200/EA = **\$12,600.00**

Bid Item No. 176 - Install outlet panel unistruts, 2 EA @\$5,000/EA = **\$10,000.00**

Bid Item No. 189 - Install outlet panel unistruts, 1 EA @\$3,000/EA = **\$3,000.00**

Bid Item No. 190 - Install temporary chain link fence, 710 LF @\$100.00/LF = **\$71,000.00**

Total cost for Underruns is \$268,492.00.

Overruns

Bid Item No. 5 – Unclassified Excavation Export – 3,183 CY@\$90/CY = **\$286,470.00**

Bid Item No. 24 – Cold Mill 1.5 inch AC Pavement – 4,423 SF @\$6.20/SF = **\$27,422.60**

Bid Item No. 29 – Construct AC Pavement – 728 Tons @\$88/TN = **\$64,064.00**

Bid Item No. 48 – Construct 6-inch bollards – 13 EA @\$700/EA = **\$9,100.00**

Total cost Overruns is \$387,056.60.

Total costs for Change Order No. 13 is \$118,564.60.

Table 1 - Summary of Extra Costs

Contract Amount	\$3,912,421.00
Change Order Nos. 1 -10	\$193,539.49
Change Order No. 11	\$169,463.74
Change Order No. 12	\$10,328.66
Change Order No. 13	\$118,564.60
Revised Project Cost	\$4,404,317.49

Fiscal Impact:

The revised contract amount including Change Order No. 1 through 13 totals \$4,404,317.49. This project was intended to be closed out prior to FY 21-22 and is not currently in the Capital Improvement Budget. An appropriation of \$128,893.75 is necessary to cover the additional costs due to change orders 12 and 13 to Account No. 121-713-5205) (CIP-IH-18-007-B).

Recommendations:

- 1) Approve Change Order No. 12 in the amount of \$10,328.66 and authorize the Chair to execute the approved change order; and
- 2) Approve Change Order No. 13 in the amount of \$118,564.60 and authorize the Chair to execute the approved change order; and
- 3) Appropriate \$128,893.75 to the FY 2021-2022 Capital Improvement Project budget in Account No. 121-713-5205 (CIP-IH-18-007-B) and add the project to the CIP list.

Exhibits:

- A. Change Order No. 12 dated July 7, 2021
- B. Change Order No. 13 dated July 7, 2021

EXHIBIT A

Change Order No. 12, dated July 7, 2021

[Attached]

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

CHANGE ORDER

Change Order No. 12

Project Resurfacing Design - Expo Center
Center Parking Lot Contract No. CIP-IH-18-007-B Date July 7, 2021

Type
 Project Parking Lot Pavement Reconstruction Contractor Sialic Contractors Corp. dba Shawnan
 Location Expo Center

Explanation:

Contractor was directed to proceed under T&M for the following: a) remove chain link fence and footings, b) breakout and chip existing storm & sewer manhole shafts to install ring & cover, c) cut conduit and redirect to accommodate the new transformer.

Extra Work by: Contract Items Negotiated X
 T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Remove chain link fence & footings	1	\$7,077.42	\$7,077.42	
2	Breakout & chip ex. SD & sewer MH	1	\$1,619.11	\$1,619.11	
3	Accommodate new transformer	1	\$1,632.13	\$1,632.13	
TOTAL COST				\$10,328.66	

T & M SUMMARY

*Labor Cost			Total Labor per Day	
*Equipment Cost	(See attached breakdown)		Total Equipment per Day	
*Material Cost			Sub-Total	\$ -
(*Attach breakdown of labor, equipment and materials)				
CHANGE ORDER SUMMARY			Other Additive (Profit & Bond Fee)	
Original Contract Amount	\$ 3,912,421.00	% of Contract Amount	Total T & M	\$ -
Total Previous Change Orders	\$ 363,003.23	9.28%		
Total Change Orders	\$ 373,331.89	9.54%	Pay This CHANGE ORDER	\$10,328.66 0.26%

Authorized by _____ Additional Contract Days 5

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

Contractor Representative [Signature] Date 6/27/21
 Joshua Nelson - CRIA Engineer Date

Troy Helling - Executive Director Date
[Signature] 6.25.21
 Gerardo Perez, Project Manager Date



Sialic Contractors Corporation dba

SHAWNAN

12240 Woodruff Avenue, Downey, CA 90241
Phone (562) 803-9977 Fax (562) 803-9955

State License # 679962 A/B

Tax ID # 95-4423204

October 20, 2020

City of Industry
Department of Public Works
15625 E Stafford St
Industry, CA 91744

Attn: Gerardo Perez
CC: Shaun Malganji

Regarding: Extra Work – Misc T&M
Expo Center Resurfacing Design

Gerry:

Shawnan is pleased to provide the City of Industry:

DESCRIPTION	UNIT	QTY	UNIT PRICE	Total Item
T&M 4331 – Remove Chain Link Fence, Post Footing Demo A/C and Haul to Dump	LS	1	\$ 7,077.42	\$ 7,077.42
T&M 4332 – Breakout and Chip down SD & Sewer MH Shaft to be able to set Ring and Cover to Elevation	LS	1	\$ 1,619.11	\$ 1,619.11
T&M 4271 – Cut Conduit and redirect with 22 to Place Pipe @ proper distance for new transformer	LS	1	\$ 1,632.13	\$ 1,632.13
			TOTAL	\$ 10,328.66

Thank you,
Shawnan

Shawn A. Smith
President

SHAWNAN
 12240 Woodruff Ave.
 Downey, Ca. 90241

DATE PERFORMED: 08-05-20
 DATE OF REPORT: 08-05-20
 TICKET: 4331

OWNER: City of Industry
 PROJECT: EXPO CENTER
 CONTRACT JOB NO.: _____
 SHAWNAN JOB NO.: 327

WORK PERFORMED BY SHAWNAN

DESCRIPTION OF WORK Remove C.L Fence, Post Footing Demo A/C and Haul to Dump

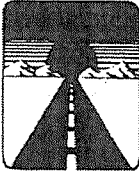
EQUIP. NO	EQUIPMENT	PER EACH	Weekly/Hourly RATE	EXTENDED AMOUNTS	P.R. NO.	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
	Foreman/Service Truck	16	30.69	491.04		Foreman	O.T.	131.89	0.00
	VOLVO EC340DL		220.12	0.00			REG. 8	97.60	780.80
	MECO SAW W/BLADES	8.00	92.11	736.88			Prem		0.00
	CAT HOE RAM W BREAKER		89.62	0.00		Operator	O.T.	124.88	0.00
	KW LOADER 95Z	4	191.02	764.08			REG. 8	92.41	739.28
	CASE B-HOE		65.07	0.00			Prem		0.00
	SKIP LOADER	8	49.62	396.96		Laborer	O.T.	92.82	0.00
	DUMP TRUCK	3	90.00	270.00			REG. 16	69.60	1113.60
	SKIDSTEER		32.29	0.00			Prem		0.00
	SKIDSTEER BREAKER/SWEEP	8	37.65	301.20		Teamster	O.T.	93.72	0.00
	RX60C COLDPLANER		540.90	0.00			REG.	72.81	0.00
	IR ROLLER		86.73	0.00			Prem		0.00
	Sweeper		101.00	0.00					0.00
	Arrowboard		11.12	0.00					0.00
MATERIAL and/or WORK done by specialists								SUB-TOTAL	2633.68
	1 Load Dump	No. UNIT	UNIT COST						
		1	385.00	385.00					
				0.00					
				0.00					
				0.00		Other			
				0.00					
				0.00					
TOTAL COST OF LABOR								A	2633.68
TOTAL COST OF EQUIPMENT, MATERIALS AND WORK								B	3345.16
see attached				subtotal					5978.84
Contractor				Prime Labor 20%					526.74
ACCEPTED FOR ADDITIONAL PAYMENT				Prime Equipment/Materials 15%					501.77
see attached				subtotal					7007.35
AUTHORIZED REPRESENTATIVE				1% Bond & Ins.					70.07
				5% For Prime Contractor					
GRAND TOTAL									7077.42

DISTRIBUTION:

Original: Shawnan
 Yellow: Foreman
 Pink: Owner

subtotal
 Prime Labor 20%
 Prime Equipment/Materials 15%
 subtotal
 1% Bond & Ins.
 5% For Prime Contractor

GRAND TOTAL 7077.42



SHAWNAN

License # 679962 A/B
12240 Woodruff Ave.
Downey, CA 90241
Phone (562) 803-9977
Fax (562) 803-9955

INDUSTRY EXPO CENTER
@ PAVILLION AS DIRECTED

**DAILY EXTRA WORK REPORT
AND
AUTHORIZATION FOR PAYMENT**

No 4331

WORK PERFORMED BY: SHAWNAN

DATE PERFORMED 8-5-20

CONTRACT # _____

CONTRACT C.O. # _____

REPORT # 1

CONTRACTOR JOB # 327

DESCRIPTION OF WORK: REMOVE C.L. FENCE, POST FOOTING, DEMO A/C #4444 TO DUMP


DATE OF REPORT 8-5-20

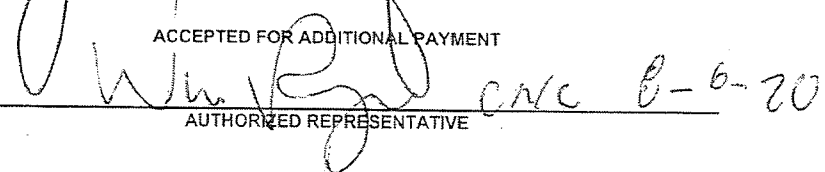
CONTRACTOR REPORT # 1

EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	LABOR		HOURS	HOURLY RATE	EXTENDED AMOUNTS
09-83	JOHN DEERE 210L SKI LOADER	8			N. PENDERGIST	O.T.			
					SUPERVISION	REG	8		
09-71	CAT 24LB SKIDSTEER w/ BREAKER ATTACHMENT	8			C. WHITLATCH	O.T.			
					OPERATOR	REG	8		
01-60	GMC C4500 UTILITY TRUCK	8			S. BIRIAN	O.T.			
					LABOR	REG	8		
10-122	KAWASAKI 952U WHEEL LOADER	4			A. ARMSTRONG	O.T.			
					LABOR	REG	8		
13-34	STILL TS700 CUT OFF SAW	8				O.T.			
						REG			
φ	FOLEYMAN TRUCK w/ TOOLS	8				O.T.			
						REG			
02-97	HOLVO UNL300 SUPER 10 DUMP TRUCK	3				O.T.			
						REG			
						O.T.			
SUB-TOTAL (A)									

MATERIAL AND/OR WORK DONE BY SPECIALISTS			
DESCRIPTION	NO. UNIT	UNIT COST	
1 LOAD DUMP FEE			
TOTAL COST OF EQUIPMENT, MATERIAL AND WORK		SUB-TOTAL (B)	

LABOR SURCHARGE----- (SEE SPECIAL PROVISIONS)-----		
OTHER _____		
OTHER _____		
TOTAL COST OF LABOR	A	
	B	
+ _____ % MARKUP ON LABOR COST	(A)	
+ _____ % MARKUP ON EQUIP, MATERIAL, & WORK COSTS	(B)	
SUB-TOTAL		
1% BOND & INS.		
5% FOR PRIME CONTRACTOR		
TOTAL		



 CONTRACTOR
 ACCEPTED FOR ADDITIONAL PAYMENT


 AUTHORIZED REPRESENTATIVE

DISTRIBUTION
ORIGINAL: SHAWNAN
YELLOW: FOREMAN
PINK: OWNER

SHAWNAN
 12240 Woodruff Ave.
 Downey, Ca. 90241

DATE PERFORMED: 08-25-20
 DATE OF REPORT: 08-25-20
 TICKET: 4332

OWNER: City of Industry
 PROJECT: EXPO CENTER
 CONTRACT JOB NO.: _____
 SHAWNAN JOB NO.: 327

WORK PERFORMED BY SHAWNAN

DESCRIPTION OF WORK Shawnan Breakout and chip down SD & Sewer MH Shaft to be able to set Ring and Cover to Elevation

EQUIP.		Weekly/Hourly		EXTENDED AMOUNTS		LABOR		HOURS		EXTENDED AMOUNTS	
NO	EQUIPMENT	PER EACH	RATE		P.R.	NO.		HOURLY RATE			
	Foreman/Service Truck	8	30.69	245.52			Foreman	O.T.		131.89	0.00
	VOLVO EC340DL		220.12	0.00				REG.	4	97.60	390.40
	MECO SAW W/BLADES		92.11	0.00				Prem			0.00
	CAT HOE RAM W BREAKER		89.62	0.00			Operator	O.T.		124.88	0.00
	KW LOADER 95Z		191.02	0.00				REG.		92.41	0.00
	CASE B-HOE		65.07	0.00				Prem			0.00
	SKIP LOADER	2	49.62	99.24			Laborer	O.T.		92.82	0.00
	DUMP TRUCK		90.00	0.00				REG.	8	69.60	556.80
	SKIDSTEER		32.29	0.00				Prem			0.00
	SKIDSTEER BREAKER/SWEEP		37.65	0.00			Teamster	O.T.		93.72	0.00
	RX60C COLDPLANER		540.90	0.00				REG.		72.81	0.00
	IR ROLLER		86.73	0.00				Prem			0.00
	Air Compressor W/ Chipping Gun	4	15.21	60.84							0.00
	Arrowboard		11.12	0.00							0.00
MATERIAL and/or WORK done by specialists										SUB-TOTAL	947.20
		No. UNIT	UNIT COST								
				0.00							
				0.00							
				0.00							
				0.00			Other				
				0.00							
				0.00							
TOTAL COST OF LABOR										A	947.20
TOTAL COST OF EQUIPMENT, MATERIALS AND WORK										B	405.60
see attached										subtotal	1352.80
Contractor										Prime Labor 20%	189.44
ACCEPTED FOR ADDITIONAL PAYMENT										Prime Equipment/Materials 15%	60.84
see attached										subtotal	1603.08
AUTHORIZED REPRESENTATIVE										1% Bond & Ins.	16.03
DISTRIBUTION:										5% For Prime Contractor	
Original: Shawnan											
Yellow: Foreman											
Pink: Owner											
										GRAND TOTAL	1619.11

SHAWNAN

12240 Woodruff Ave.
Downey, Ca. 90241

DATE PERFORMED: 08-28-20

DATE OF REPORT: 08-28-20

TICKET: 4271

OWNER: City of Industry

PROJECT: EXPO CENTER

CONTRACT JOB NO.: _____

SHAWNAN JOB NO.: 327

WORK PERFORMED BY SHAWNAN

DESCRIPTION OF WORK Shawnan to cut conduit and re direct with 22 to place pipe @ Proper Distance for new transformer

EQUIP. NO	EQUIPMENT	PER EACH	Weekly/Hourly RATE	EXTENDED AMOUNTS	P.R. NO.	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS	
	Foreman/Service Truck	4	30.69	122.76		Foreman		131.89	0.00	
	GMC 4500 Service Truck	4	30.69	122.76				97.60	0.00	
	MECO SAW W/BLADES		92.11	0.00					0.00	
	CAT HOE RAM W BREAKER		89.62	0.00		Operator		124.88	0.00	
	KW LOADER 95Z		191.02	0.00					0.00	
	CASE B-HOE		65.07	0.00			4	92.41	369.64	
	SKIP LOADER		49.62	0.00					0.00	
	SUPERTEN TRUCK		90.00	0.00		Laborer		92.82	0.00	
	SKIDSTEER		32.29	0.00					0.00	
	SKIDSTEER BREAKER/SWEEP		37.65	0.00					0.00	
	RX60C COLDPLANER		540.90	0.00		Teamster		93.72	0.00	
	IR ROLLER		86.73	0.00				72.81	0.00	
	330 LINKBELT		134.45	0.00					0.00	
	Arrowboard		11.12	0.00					0.00	
MATERIAL and/or WORK done by specialists										
									SUB-TOTAL	926.44
	Misc Fittings and Couplings Items	No. UNIT	UNIT COST							
	See attached	1	192.95	192.95						
				0.00						
				0.00						
				0.00		Other				
				0.00						
				0.00						
TOTAL COST OF LABOR								A	926.44	
TOTAL COST OF EQUIPMENT, MATERIALS AND WORK								B	438.47	
see attached				subtotal					1364.91	
Contractor				Prime Labor 20%					185.29	
ACCEPTED FOR ADDITIONAL PAYMENT				Prime Equipment/Materials 15%					65.77	
see attached				subtotal					1615.97	
AUTHORIZED REPRESENTATIVE				1% Bond & Ins.					16.16	
				5% For Prime Contractor						
GRAND TOTAL									1632.13	

DISTRIBUTION:

Original: Shawnan

Yellow: Foreman

Pink: Owner

GRAND TOTAL 1632.13

230562



WALTERS - IRWINDALE
12731 RAMONA BLVD
IRWINDALE CA 91706-3654
626-373-9330 Fax 818-351-9105

SEP 25 2020

INVOICE

CUSTOMER NUMBER	SUB ACCOUNT #
345097	345380
INVOICE NUMBER	INVOICE DATE
S116298569.001	09/15/20
REMIT TO:	
WALTERS WHOLESALE ELECTRIC CO PO BOX 741406 LOS ANGELES CA 90074-1406	

BILL TO:
2944 1 AB 0.419 ED270X ID460 D6611178461 S2 P7695891 0001:0001

SHIP TO:



SIALIC CONTRACTORS CORP DBA
SHAWNAN
12240 WOODRUFF AVE
DOWNEY CA 90241-5608

SIALIC/327INDUSTRY EXPO CTR PKG LOT
16200 TEMPLE AVE
CITY OF INDUSTRY CA 91744-3144

CUSTOMER PO.#	JOB NAME / RELEASE #	ORDERED BY	SALESPERSON	
GRAND ARENA	.001	RAMON PERLA	HOUSE ACCOUNT	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
ADOLFO REYES	DIRECT	MFG DISC 10TH, NET 25TH	09/15/20	08/28/20
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
2ea	2ea	ACTNPLAS PVCEL35022 3 1/2 22D PVC ELBOW SCH40	18.990 ea	37.98

Item# Job# 327
4M Date 10/1/20
Est Date
SS/JS Date
Posted Date
G/L# Pay Date



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Invoice is due by 10/25/20.

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Subtotal	37.98
Shipping Chgs	0.00
Tax	3.60
Payments	0.00
Amount Due	41.58

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626-373-9330 Fax 818-351-9105



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OK

INVOICE

CUSTOMER NUMBER	SUB ACCOUNT #
345097	345380
INVOICE NUMBER	INVOICE DATE
S116298259.004	08/28/20
REMIT TO:	
WALTERS WHOLESALE ELECTRIC CO PO BOX 741406 LOS ANGELES CA 90074-1406	

BILL TO:
8388 1 AB 0.419 E0433 10770 D6551446115 S2 P7646681 0002:0002



SIALIC CONTRACTORS CORP DBA
SHAWNAN
12240 WOODRUFF AVE
DOWNEY CA 90241-5608

SHIP TO:

SIALIC/327INDUSTRY EXPO CTR PKG LOT
16200 TEMPLE AVE
CITY OF INDUSTRY CA 91744-3144

CUSTOMER PO #	JOB NAME / RELEASE #	ORDERED BY	SALESPERSON	
GRAND ARENA	.001	RAMON PERLA	HOUSE ACCOUNT	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
ADOLFO REYES	WILL CALL	MFG DISC 10TH, NET 25TH	08/28/20	08/28/20
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
2ea	2ea	PVCF 3-1/2-PVC-COND-CPLG CONDUIT COUPLING	339.002 c	6.78

Item # 9680 Job# 327
4M RP Date 9/15/20
Est AP Date 9/17/20
SS/JS Date
Posted Date
G/L# Pay Date



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2020/08/28 02:24:34 PM S116208260.4

Subtotal	6.78
Shipping Chgs	0.00
Tax	0.53
Payments	0.00
Amount Due	7.31

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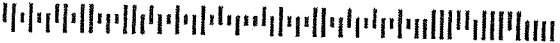
RECEIVED
SEP 04 2020

INVOICE

CUSTOMER NUMBER	SUB ACCOUNT #
345097	345380
INVOICE NUMBER	INVOICE DATE
S116298259.002	08/28/20
REMIT TO:	
WALTERS WHOLESALE ELECTRIC CO PO BOX 741406 LOS ANGELES CA 90074-1406	

BILL TO:
12099 1 AB 0.419 E0330X I0441 D6559294395 S2 P7653783 0001:0001

SHIP TO:



SIALIC CONTRACTORS CORP DBA
SHAWNAN
12240 WOODRUFF AVE
DOWNEY CA 90241-5608

SIALIC/327INDUSTRY EXPO CTR PKG LOT
16200 TEMPLE AVE
CITY OF INDUSTRY CA 91744-3144

CUSTOMER PO #		JOB NAME / RELEASE #		ORDERED BY		SALESPERSON			
GRAND ARENA		.001		RAMON PERLA		HOUSE ACCOUNT			
WRITER		SHIP VIA		TERMS		SHIP DATE		ORDER DATE	
ADOLFO REYES		WILL CALL		MFG DISC 10TH, NET 25TH		08/28/20		08/28/20	
ORDER QTY	SHIP QTY	DESCRIPTION				UNIT PRICE	EXT PRICE		
1ea	1ea	PVCF 1QT-PVC-CEMENT-W/BRUSH-TOP CEMENT 12085				1583.657 c	15.84		
1ea	1ea	PVCF 1QT-PURPLE-PVC-PRIMER 10210				1803.925 c	18.04		
10ft	10ft	GALV 1" X 10' BLUE CAP				305.476 c	30.55		
1ea	1ea	CRS LB100M 1" FORM 5 MALLEABLE IRON THREADED LB BODY				1802.306 c	18.02		
1ea	1ea	CRS K100S 1" SHEET STEEL FORM 5 COVER ONLY				519.417 c	5.19		
1ea	1ea	APP GK100-N 1" NEOPRENE GASKET				2.628 ea	2.63		
1ea	1ea	CRS 933 1" PLASTIC INSULATING BUSHING 105 DEG C				38.034 c	0.38		
1ea	1ea	PVCF 1-IN-PVC-FEMALE-ADPT FEMALE ADAPTER				79.898 c	0.80		
1ea	1ea	CPLG 1" GALV COUPLING				2.210 ea	2.21		
2ea	2ea	CRS CPR3 1" RIGID/IMC MALLEABLE IRON COMPRESSION CONNECTOR				524.339 c	10.49		
8ft	8ft	LQT 1" UL GRAY METAL MASTER REEL CUT 1 X 8'FT ON A COIL				188.873 c	15.11		
2ea	2ea	RACO 3404 1IN STR LIQ-TITE CONN				506.774 c	10.14		

Job# 327
Date 9/15/20
Date 9-10-20
Date
Date
Date
Pay Date
Item # 9680
4M REP
Est
SS/SJS
Posted
G/L#



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2020/08/28 11:48:46 AM S116298259.002

RAMON

Subtotal	129.40
Shipping Chgs	0.00
Tax	10.04
Payments	0.00
Amount Due	139.44

258

230560



WHOLESALE ELECTRIC CO.

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IRWINDALE CA 91706-3654
626-373-9330 Fax 818-351-9105



INVOICE

CUSTOMER NUMBER	SUB ACCOUNT #
345097	345380
INVOICE NUMBER	INVOICE DATE
S116298259.003	08/28/20
REMIT TO:	
WALTERS WHOLESALE ELECTRIC CO PO BOX 741406 LOS ANGELES CA 90074-1406	

SEP 04 2020

BILL TO:
8388 1 AB 0.419 E0433X 10769 D6551446113 S2 P7646581 0001:0002

SHIP TO:



SIALIC CONTRACTORS CORP DBA
SHAWNAN
12240 WOODRUFF AVE
DOWNEY CA 90241-5608

SIALIC/327INDUSTRY EXPO CTR PKG LOT
16200 TEMPLE AVE
CITY OF INDUSTRY CA 91744-3144

CUSTOMER PO #		JOB NAME / RELEASE #		ORDERED BY		SALESPERSON	
GRAND ARENA		.001		RAMON PERLA		HOUSE ACCOUNT	
WRITER		SHIP VIA		TERMS		SHIP DATE	ORDER DATE
ADOLFO REYES		WILL CALL		MFG DISC 10TH, NET 25TH		08/28/20	08/28/20
ORDER QTY	SHIP QTY	DESCRIPTION				UNIT PRICE	EXT PRICE
2ea	2ea	PVCF 3-1/2-PVC-COND-CPLG CONDUIT COUPLING				214.742 c	4.29

Item # 9680 Job# 327
4M 21R Date 9/15/20
Est AT Date 9.17.20
SS/JS _____ Date _____
Posted _____ Date _____
G/L# _____ Pay Date _____



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2020/08/28 11:48:46 AM S116298259.003

RAMON

Subtotal	4.29
Shipping Chgs	0.00
Tax	0.33
Payments	0.00
Amount Due	4.62

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EXHIBIT B

Change Order No. 13, dated July 7, 2021

[Attached]

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

CHANGE ORDER

Change Order No. 13

Project Resurfacing Design - Expo Center
Center Parking Lot

Contract No. CIP-IH-18-007-B

Date July 7, 2021

Type Parking Lot Pavement Reconstruction

Contractor Sialic Contractors Corp. dba Shawnan

Location Expo Center

Explanation:

During the course of construction there were various bid quantities that exceeded the original bid quantity due to field conditions, change in the plans and unforeseen conditions. Final quantities have been verified.

Extra Work by: X
Contract Items

Negotiated

T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Underruns	1	(\$268,492.00)	(\$268,492.00)	
2	Overruns	1	\$387,056.60	\$387,056.60	
TOTAL COST				\$118,564.60	

T & M SUMMARY

*Labor Cost			Total Labor per Day	
*Equipment Cost (See attached breakdown)			Total Equipment per Day	
*Material Cost			Sub-Total	\$ -
(*Attach breakdown of labor, equipment and materials)				
CHANGE ORDER SUMMARY		% of Contract Amount	Other Additive (Profit & Bond Fee)	
Original Contract Amount	\$ 3,912,421.00		Total T & M	\$ -
Total Previous Change Orders	\$ 373,331.89	9.54%		
Total Change Orders	\$ 491,896.49	12.57%	Pay This CHANGE ORDER	\$118,564.60 3.03%

Authorized by _____

Additional Contract Days 5

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

Contractor Representative [Signature] Date 6/22/21

Joshua Nelson - CRIA Engineer Date

Troy Helling - Executive Director Date

[Signature] Date 6.25.21
 Gerardo Perez, Project Manager Date

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.1

Backup 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: July 7, 2021

SUBJECT: Civic-Recreational-Industrial Authority April 30, 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 April 30, 2021, the Expo Center incurred a net loss before transfers of \$135,745.

For the year to date ended April 30, 2021, the Expo Center expenses amounted to \$1,174,249, which represents 60% of budgeted annual expenses of \$1,968,200. Transfers received by the Expo Center amounted to \$960,011 for the year to date ended April 30, 2021.

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 \$806,786 of year to date expenditures which represents 70% of annual budgeted expenditures. Year to date transfers from the City of Industry amounted to \$1,894,206, of which \$960,011 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 April 30, 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

APRIL 30, 2021

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

APRIL 30, 2021

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Statement of Cash Flows – Industry Hills Expo Center for the ten months ended April 30, 2021	6
Schedule of Revenues and Expenses – Industry Hills Expo Center for the months and years to date ended April 30, 2021 and 2020 - Schedule 1	7 – 8
Schedule of Revenues and Expenditures – Capital Projects Fund for the month and year to date ended April 30, 2021 - Schedule 2	9

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
APRIL 30, 2021

Expo Center Operations

During the month ended April 30, 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 April 30, 2021 and 2020, our financial statements reflect the following activity:

<u>Expo Center Operations</u>	Month Ended 4/30/2021	Year To Date 4/30/2021	Annual Budget 2019-2020	% of Annual Budget	Month Ended 04/30/2020	Year To Date 04/30/2020
Total revenues	\$ 4,491	\$ 18,100	\$ 892,400	2%	\$ 927	\$ 1,291,896
Expenses:						
Direct Expo Center expenses	52,199	336,720	704,400	48%	42,321	1,095,564
General and administrative expenses	88,037	837,529	1,263,800	66%	80,712	990,626
Total direct Expo Center expenses	140,236	1,174,249	1,968,200	60%	123,033	2,086,190
Net loss from operations	(135,745)	(1,156,149)	(1,075,800)	107%	(122,106)	(794,294)
Net loss	\$ (135,745)	\$ (1,156,149)	\$ (1,075,800)	107%	\$ (122,106)	\$ (794,294)

Summarized financial information by department for the month ending April 30, 2021 and 2020:

<u>Expo Center Operations</u>	Month Ended 4/30/2021	Month Ended 4/30/2021	Month Ended 4/30/2021	Month Ended 4/30/2021	Month Ended 4/30/2021
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ -	\$ 4,491	\$ -	\$ 4,491
Expenses:					
Direct Expo Center expenses		27,367	24,832	-	52,199
General and administrative expenses	-	-	-	88,037	88,037
Total direct Expo Center expenses		27,367	24,832	88,037	140,236
Net (loss) income from operations	-	(27,367)	(20,341)	(88,037)	(135,745)
Net loss for the month ended	\$ -	\$ (27,367)	\$ (20,341)	\$ (88,037)	\$ (135,745)

<u>Expo Center Operations</u>	Month Ended 4/30/2020	Month Ended 4/30/2020	Month Ended 4/30/2020	Month Ended 4/30/2020	Month Ended 4/30/2020
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 160	\$ 682	\$ 85	\$ 927
Expenses:					
Direct Expo Center expenses	1,009	21,654	19,659	-	42,322
General and administrative expenses	-	-	-	80,711	80,711
Total direct Expo Center expenses	1,009	21,654	19,659	80,711	123,033
Net (loss) income from operations	(1,009)	(21,494)	(18,977)	(80,626)	(122,106)
Net (loss) income for the month ended	\$ (1,009)	\$ (21,494)	\$ (18,977)	\$ (80,626)	\$ (122,106)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
APRIL 30, 2021

Summarized financial information by department for the year to date period ending April 30, 2021 and 2020:

Expo Center Operations	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	4/30/2021	4/30/2021	4/30/2021	4/30/2021	4/30/2021
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 975	\$ 12,140	\$ 4,985	\$ 18,100
Expenses:					
Direct Expo Center expenses	76	181,333	155,311	-	336,720
General and administrative expenses	-	-	-	837,529	837,529
Total direct Expo Center expenses	76	181,333	155,311	837,529	1,174,249
Net (loss) income from operations	(76)	(180,358)	(143,171)	(832,544)	(1,156,149)
Net loss year to date	\$ (76)	\$ (180,358)	\$ (143,171)	\$ (832,544)	\$ (1,156,149)
Expo Center Operations	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	4/30/2020	4/30/2020	4/30/2020	4/30/2020	4/30/2020
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 120,127	\$ 459,191	\$ 711,709	\$ 869	\$ 1,291,896
Expenses:					
Direct Expo Center expenses	148,799	409,369	537,396	-	1,095,564
General and administrative expenses	-	-	-	990,626	990,626
Total direct Expo Center expenses	148,799	409,369	537,396	990,626	2,086,190
Net (loss) income from operations	(28,672)	49,822	174,313	(989,757)	(794,294)
Net (loss) income year to date	\$ (28,672)	\$ 49,822	\$ 174,313	\$ (989,757)	\$ (794,294)

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 April 30, 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 April 30, 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
APRIL 30, 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 April 30, 2021, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>4/30/2021</u>	<u>Year To Date</u> <u>4/30/2021</u>	<u>Annual Budget</u> <u>2019-2020</u>	<u>% of Annual</u> <u>Budget</u>
Total revenues	\$ (280)	\$ 331	\$ 1,500	22%
Expenditures				
General and administrative expenses	40,215	806,786	1,156,600	70%
Total expenses	40,215	806,786	1,156,600	70%
Excess of expenditures over revenues	\$ (40,495)	\$ (806,455)	\$ (1,155,100)	70%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET
AS OF APRIL 30, 2021

	<u>Capital Projects</u>	<u>Expo Center</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 105,952	\$ 29,669
Investments	83,505	-
Accounts receivable, net	-	86
Prepaid insurance	-	10,842
Inventories	-	29,848
Deposits	-	3,000
Total current assets	<u>189,457</u>	<u>73,445</u>
CAPITAL ASSETS, net	<u>-</u>	<u>5,115,836</u>
Total assets	<u>\$ 189,457</u>	<u>\$ 5,189,281</u>
LIABILITIES AND FUND BALANCE		
CURRENT LIABILITIES:		
Accounts payable	\$ -	\$ 40,146
Sales tax payable	-	41
Advance rental payments	-	56,228
Security deposits	-	26,850
Total current liabilities	<u>-</u>	<u>123,265</u>
FUND BALANCE:		
Fund balance	<u>189,457</u>	<u>5,066,016</u>
Total liabilities and fund balance	<u>\$ 189,457</u>	<u>\$ 5,189,281</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

STATEMENT OF OPERATIONS
FOR THE MONTH AND YEAR TO DATE APRIL 30, 2021

	CAPITAL PROJECTS				EXPO CENTER			
	MONTH ENDED 4/30/2021	YEAR TO DATE 4/30/2021	2020-2021 ANNUAL BUDGET	% OF ANNUAL BUDGET	MONTH ENDED 4/30/2021	YEAR TO DATE 4/30/2021	2020-2021 ANNUAL BUDGET	% OF ANNUAL BUDGET
REVENUES:								
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ 4,491	\$ 18,100	\$ 892,400	2%
Other revenues	(280)	331	1,500	22%	-	-	-	0%
Total revenues	<u>(280)</u>	<u>331</u>	<u>1,500</u>	<u>22%</u>	<u>4,491</u>	<u>18,100</u>	<u>892,400</u>	<u>2%</u>
EXPENDITURES:								
Operating expenses	-	-	-		52,199	336,720	704,400	48%
General and administrative expenses	40,215	806,786	1,156,600	70%	88,037	837,529	1,263,800	66%
Total expenses	<u>40,215</u>	<u>806,786</u>	<u>1,156,600</u>	<u>70%</u>	<u>140,236</u>	<u>1,174,249</u>	<u>1,968,200</u>	<u>60%</u>
EXCESS OF EXPENDITURES OVER REVENUES	(40,495)	(806,455)	(1,155,100)	70%	(135,745)	(1,156,149)	(1,075,800)	107%
OTHER FINANCING SOURCES, NET	<u>198,000</u>	<u>934,195</u>	<u>-</u>	<u>0%</u>	<u>102,000</u>	<u>960,011</u>	<u>-</u>	<u>0%</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES/(EXCESS OF EXPENDITURES OVER REVENUE AND OTHER FINANCING SOURCES)	157,505	127,740	<u>\$ (1,155,100)</u>		(33,745)	(196,138)	<u>\$ (1,075,800)</u>	
Fund balance, beginning	<u>31,952</u>	<u>61,717</u>			<u>5,099,761</u>	<u>5,262,154</u>		
Fund balance, ending	<u>\$ 189,457</u>	<u>\$ 189,457</u>			<u>\$ 5,066,016</u>	<u>\$ 5,066,016</u>		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

INDUSTRY HILLS EXPO CENTER
STATEMENT OF CASH FLOWS
FOR THE TEN MONTHS ENDED APRIL 30, 2021

	<u>AMOUNT</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (1,156,149)
Adjustments to reconcile net loss to net cash used in operating activities:	
Change in operating assets and liabilities:	
Accounts receivable, net	6,335
Due from other funds	222,000
Prepaid insurance	(2,148)
Inventories	8,568
Accounts payable	13,989
Sales tax payable	41
Advance rental payments	(40,796)
Security deposits	(16,850)
Net cash used in operating activities	<u>(965,010)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Other financing sources	<u>960,011</u>
NET CHANGE IN CASH	(4,999)
Cash at June 30, 2020	34,668
Cash at April 30, 2021	<u>\$ 29,669</u>

**INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR TO DATE APRIL 30, 2021 AND 2020**

<u>Expo Center Operations</u>	MONTH ENDED 4/30/2021	YEAR TO DATE 4/30/2021	ANNUAL BUDGET 2020-2021	% OF ANNUAL BUDGET	MONTH ENDED 04/30/2020	YEAR TO DATE 04/30/2020
Revenues						
Facilities rentals	\$ -	\$ 975	\$ 118,000	1%	\$ -	\$ 200,373
Facilities rentals - bar sales	-	-	107,800	0%	160	200,147
Facilities - security	-	-	24,400	0%	-	38,260
Facilities - food	-	-	5,700	0%	-	5,536
Facilities - insurance	-	-	-	0%	-	10,300
Facilities - other	-	-	-	0%	-	4,575
Grand Arena - special events rentals	-	-	79,000	0%	(1)	119,462
Grand Arena - outdoor arena rentals	-	-	3,800	0%	-	3,500
Grand Arena - show barn stall rentals	4,064	10,434	21,000	50%	-	22,534
Grand Arena - shaving sales	427	820	5,200	16%	-	6,639
Grand Arena - security	-	-	44,800	0%	-	82,111
Grand Arena - trailer parking	-	-	7,200	0%	-	9,970
Grand Arena - bar sales	-	886	134,200	1%	58	277,543
Grand Arena - food	-	-	51,600	0%	625	44,026
Grand Arena - feed sales	-	-	100	0%	-	55
Grand Arena - parking	-	-	65,100	0%	-	92,593
Grand Arena - other	-	-	33,500	0%	-	53,276
Speedway - Merchandise	-	-	7,500	0%	-	5,054
Speedway - Bar	-	-	33,700	0%	-	26,340
Speedway - Prize Money	-	-	30,200	0%	-	16,395
Speedway - General Admission	-	-	51,400	0%	-	37,620
Speedway - Concessions	-	-	28,400	0%	-	23,426
Speedway - Parking	-	-	12,900	0%	-	9,625
Speedway - Other	-	-	25,100	0%	-	1,667
G&A- Other	-	4,985	1,800	277%	85	869
Total revenues	<u>4,491</u>	<u>18,100</u>	<u>892,400</u>	<u>2%</u>	<u>927</u>	<u>1,291,896</u>
Expo expenses						
Cost of sales	1,710	9,075	78,200	12%	32	139,550
Bar supplies	-	-	200	0%	-	4,952
Promotional banquet	-	-	3,400	0%	-	2,088
Feed	-	-	100	0%	-	140.00
Contract labor/wages	48,944	295,828	259,000	114%	36,786	570,756
Furniture/fixtures & equipment	-	-	13,600	0%	-	5,626
Facilities - insurance	-	400	800	50%	-	9,800
Miscellaneous	-	-	2,500	0%	-	3,259
Promotional	-	-	10,500	0%	-	6,269
Property maintenance	-	1,866	36,400	5%	616	29,150
Repairs and maintenance	-	-	1,100	0%	-	5,064
Sales tax	-	1	-	0%	-	(64)
Security - Grand Arena	-	-	40,100	0%	-	62,635
Security - Facilities	-	-	26,800	0%	-	47,991
Security - Speedway	-	-	13,000	0%	-	11,190
Shavings	89	1	2,400	0%	-	6,266
Supplies	1,456	23,132	34,900	66%	2,816	48,777
Equipment rental	-	1,337	11,700	11%	-	1,752
Special event concessions	-	-	23,300	0%	312	16,156
Bad debt	-	5,004	8,400	60%	750	12,000
Speedway- Concessions	-	-	12,700	0%	-	9,336
Speedway- Merchandise	-	-	5,100	0%	-	-
Speedway- Insurance	-	76	9,500	1%	1,009	11,424
Speedway - Prize money	-	-	45,300	0%	-	30,706
Speedway- Outside services/contract labor	-	-	65,400	0%	-	60,741
Total Expo expenses	<u>52,199</u>	<u>336,720</u>	<u>704,400</u>	<u>48%</u>	<u>42,321</u>	<u>1,095,564</u>
Operating income before direct G & A and CRIA indirect expenses	<u>(47,708)</u>	<u>(318,620)</u>	<u>188,000</u>	<u>-169%</u>	<u>(41,394)</u>	<u>196,332</u>

**INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR TO DATE APRIL 30, 2021 AND 2020**

<u>Expo Center Operations</u>	<u>MONTH ENDED 4/30/2021</u>	<u>YEAR TO DATE 4/30/2021</u>	<u>ANNUAL BUDGET 2020-2021</u>	<u>% OF ANNUAL BUDGET</u>	<u>MONTH ENDED 04/30/2020</u>	<u>YEAR TO DATE 04/30/2020</u>
Direct general and administrative expenses						
Travel and meetings	-	-	1,500	0%	-	1,634
Dues, subscriptions, books, etc.	1,586	13,455	12,800	105%	2,219	12,811
Equipment rental/lease	795	11,375	5,000	228%	709	9,999
Employee training	-	-	800	0%	-	747
Furniture/fixtures & equipment	-	146	1,000	15%	-	1,252
Advertising/printing	-	-	100	0%	-	2,423
Telephone	1,324	13,499	17,500	77%	1,274	13,061
Postage	94	170	6,500	3%	224	4,388
Miscellaneous	304	5,546	26,000	21%	862	16,301
Professional services	16,413	171,424	322,500	53%	16,682	224,028
Repairs and equipment	-	583	3,100	19%	-	2,776
Vehicle expenses	-	7,256	68,800	11%	-	54,617
Insurance and bonds	1,084	9,778	11,700	84%	1,087	10,237
Supplies	1,189	20,891	52,500	40%	2,333	40,140
Contract labor/administrative wages	43,019	333,204	428,400	78%	36,603	360,625
Property maintenance	16,095	165,592	135,400	122%	14,043	112,162
Utilities	6,134	84,610	170,200	50%	4,676	123,425
Total direct general and administrative expenses	<u>88,037</u>	<u>837,529</u>	<u>1,263,800</u>	66%	<u>80,712</u>	<u>990,626</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>\$ (135,745)</u>	<u>\$ (1,156,149)</u>	<u>\$ (1,075,800)</u>	107%	<u>\$ (122,106)</u>	<u>\$ (794,294)</u>

CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE MONTH AND YEAR TO DATE APRIL 30, 2021

REVENUES:	MONTH ENDED 4/30/2021	YEAR TO DATE 4/30/2021	ANNUAL BUDGET 2020-2021	% OF ANNUAL BUDGET
Other revenues	\$ (280)	\$ 331	\$ 1,500	22%
GENERAL AND ADMINISTRATIVE EXPENSES:				
Salaries - board	5,672	28,360	38,000	75%
Medicare/disability	82	411	600	69%
PARS - ARS	213	1,064	1,400	76%
Legal	-	-	10,000	0%
Professional services	8,503	93,384	165,200	57%
Accounting	152	678	1,000	68%
Vehicle expenses	-	2,102	2,800	75%
General engineering	4,880	41,330	51,400	80%
Printing/photography	-	43	-	0%
Security	-	332,867	439,100	76%
Property maintenance	20,713	294,893	368,800	80%
Insurance and bonds	-	-	26,000	0%
Office expenses	-	-	500	0%
Utilities	-	11,654	51,800	22%
Total general and administrative expenses	<u>40,215</u>	<u>806,786</u>	<u>1,156,600</u>	70%
EXCESS OF EXPENDITURES OVER REVENUES	\$ <u>(40,495)</u>	\$ <u>(806,455)</u>	\$ <u>(1,155,100)</u>	70%