

CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING
AGENDA

JULY 22, 2021
9:00 AM



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

Location: City Council Chamber, 15651 Mayor Dave Way, City of Industry, California 91744

Addressing the City Council:

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 City Council, as of July 8, 2021, will now be held in person and telephonically. Members of the public can attend the hybrid meeting and offer public comments either in person or telephonically, by calling the following conference call number: 657-204-3264, then entering the following Conference ID: 480 998 806#. In accordance with Section 4(e)(i) of the County of Los Angeles Department of Public Health, Order of the Health Officer, dated June 28, 2021, all individuals who attend the meeting in person must wear a mask. Pursuant to the Governor's Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the City Council meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, July 20, 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 City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda.
 - ***Public Comments (Non-Agenda Items Only):*** Anyone wishing to address the City Council on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the City Council from taking action on a specific item unless it appears on the posted Agenda.

Agendas and other writings:

In compliance with Government Code Section 54957.5(b), staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, City of Industry, California, at the office of the City Clerk of the City Council during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 pm. City Hall doors are 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 City Council, the public, or staff request specific items be removed from the Consent Calendar for separate action.

5.1 Consideration of the Register of Demands for July 22, 2021

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

5.2 Consideration of Amendment No. 2 to the Professional Services Agreement with Advanced Avant-Garde Corporation, dba Avant-Garde, Inc., for contract and funding administration services, extending the term through June 30, 2023, revising the scope of services, revising the indemnity provisions, and revising the address for the City and City Attorney

RECOMMENDED ACTION: Approve the Amendment.

5.3 Consideration of Change Order Nos. 1, 2, and Closeout Change Order No. 3, in the amount \$2,926.64, and Notice of Completion for Contract No. CITY-1464 Roof Replacement at 15559 Rausch Road, 15660 Stafford Street, 15651 Stafford Street, and 1123 South Hatcher Avenue, with San Marino Roof Co., Inc.

RECOMMENDED ACTION: Approve Change Order Nos. 1 & 2 and Closeout Change Order No. 3, authorize the Mayor to execute the Change Orders, authorize the City Engineer to execute the Notice of Completion, and authorize the City Clerk to file the Notice of Completion.

6. **ACTION ITEMS**

- 6.1 Consideration of authorization to advertise for public bids for Contract No. CITY-1475, Annual Pavement Rehabilitation FY 21, for an estimated cost of \$605,000.00

RECOMMENDED ACTION: Approve the plans and specifications and authorize the advertising and receipt of electronic bids.

- 6.2 Consideration of an employment agreement with Josh Nelson for City Manager Services

RECOMMENDED ACTION: Approve the agreement.

7. **CITY MANAGER REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

- 10.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8:

Property: 16601-16968 Chestnut Street, City of Industry, CA
Agency Negotiators: Troy Helling, City Manager
James M. Casso, City Attorney
Negotiating Parties: Industry Chestnut St, LLC
Under Negotiation: Price and terms of payment

11. Adjournment. The next regular City Council Meeting is Thursday, August 12, 2021, at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING Of JULY 22, 2021**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	4,644,324.31
103	PROP A FUND	913,953.92
120	CAPITAL IMPROVEMENT FUND	2,152,856.13
140	CITY DEBT SERVICE	1,250.00
TOTAL ALL FUNDS		7,712,384.36

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BOFA - CKING ACCOUNT	62,401.43
PROP/A	PROP A - CKING ACCOUNT	913,953.92
REF	REFUSE -CKING ACCOUNT	1,753,236.80
WFBK	WELLS FARGO - CKING ACCOUNT	4,982,792.21
TOTAL ALL BANKS		7,712,384.36

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
July 22, 2021**

Check	Date			Payee Name	Check Amount
CITYGEN.CHK - City General					
WT1215	06/24/2021			CAL-PERS	\$59,085.69
	Invoice	Date	Description	Amount	
	JULY 2021	06/24/2021	CALPERS MEDICAL PREMIUM FOR JULY 2021	\$59,085.69	
WT1216	07/01/2021			JOHN HANCOCK USA	\$3,315.74
	Invoice	Date	Description	Amount	
	6/12-6/25/21	07/01/2021	PARS CONTRIBUTION FOR 6/12-6/25/21	\$3,315.74	

Checks	Status	Count	Transaction Amount
	Total	2	\$62,401.43

CITY OF INDUSTRY

PROP A

July 22, 2021

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90305	07/06/2021		SO CALIFORNIA EDISON COMPANY	\$150.39
	Invoice	Date	Description	Amount
	2021-00002168	06/22/2021	05/21-06/21/21 SVC - 600 S BREA CYN B	\$150.39
90306	07/22/2021		ACE CONSTRUCTION AUTHORITY	\$900,000.00
	Invoice	Date	Description	Amount
	ACE-204-26-A	06/30/2021	BETTERMENT AGRMT-FAIRWAY DR GRDE	\$900,000.00
90307	07/22/2021		CNC ENGINEERING	\$4,540.00
	Invoice	Date	Description	Amount
	503326	07/08/2021	METROLINK STATION COMMUTER RAIL STATION	\$300.00
	503327	07/08/2021	FULLERTON RD GRADE SEPARATION	\$2,665.00
	503328	07/08/2021	FAIRWAY DR GRADE SEPARATION	\$1,575.00
90308	07/22/2021		INDUSTRY SECURITY SERVICES	\$9,263.53
	Invoice	Date	Description	Amount
	14-25472	06/24/2021	SECURITY SVC-METROLINK	\$4,631.76
	14-25484	07/01/2021	SECURITY SVC-METROLINK	\$4,631.77

Checks	Status	Count	Transaction Amount
	Total	4	\$913,953.92

**CITY OF INDUSTRY
WELLS FARGO REFUSE
July 22, 2021**

Check	Date			Payee Name	Check Amount
REFUSE - Refuse Account					
WT294	07/06/2021			CITY OF INDUSTRY DISPOSAL CO.	\$1,745,357.41
	Invoice	Date	Description		Amount
	4484595	07/06/2021	REFUSE SVC 6/1-6/30/21		\$1,745,357.41
80166	07/22/2021			THE CHEFS WAREHOUSE	\$7,879.39
	Invoice	Date	Description		Amount
	6/8/2021	07/12/2021	REFUND FOR OVERPAYMENT		\$7,879.39

Checks	Status	Count	Transaction Amount
	Total	2	\$1,753,236.80

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
76267	07/06/2021		AT & T	\$113.90
	Invoice	Date	Description	Amount
	2021-00002190	06/17/2021	06/17-07/16/21 SVC - TONNER CYN-GUARD SHACK	\$113.90
76268	07/06/2021		FRONTIER	\$336.41
	Invoice	Date	Description	Amount
	2021-00002191	06/16/2021	06/16-07/15/21 SVC - BREA CYN PUMP STN	\$76.25
	2021-00002192	06/16/2021	06/16-07/15/21 SVC - PH AUTO PLAZA	\$185.02
	2021-00002193	06/19/2021	06/19-07/18/21 SVC - FOLLOW'S CAMP GUARD SHACK	\$75.14
76269	07/06/2021		INDUSTRY PUBLIC UTILITY	\$5,623.82
	Invoice	Date	Description	Amount
	2021-00002180	06/17/2021	05/10-06/10/21 SVC - 600 BREA CYN RD	\$5,623.82
76270	07/06/2021		SAN GABRIEL VALLEY WATER CO.	\$48.37
	Invoice	Date	Description	Amount
	2021-00002181	06/17/2021	05/17-06/16/21 SVC - 336 EL ENCANTO	\$48.37
76271	07/06/2021		SO CALIFORNIA EDISON COMPANY	\$3,689.90
	Invoice	Date	Description	Amount
	2021-00002169	06/16/2021	05/17-06/15/21 SVC - 1023 U FAIRWAY DR PED	\$89.84
	2021-00002170	06/19/2021	05/17-06/15/21 SVC - 1341 FULLERTON RD	\$114.09
	2021-00002171	06/21/2021	05/17-06/15/21 SVC - PECK RD S/O PELLISSIER	\$24.01
	2021-00002173	06/21/2021	05/20-06/20/21 SVC - 14661 & 14911 CLARK AVE U	\$72.15
	2021-00002174	06/21/2021	05/17-06/15/21 SVC - 17635 GALE AVE	\$1,826.14
	2021-00002175	06/22/2021	05/21-06/21/21 SVC - 21380 VALLEY PED	\$14.62

CITY OF INDUSTRY

WELLS FARGO BANK

July 22, 2021

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2021-00002176	06/22/2021	05/21-06/21/21 SVC - 580 BREA CYN	\$15.14
	2021-00002177	06/22/2021	05/21-06/21/21 SVC - 575 BREA CYN RD	\$15.78
	2021-00002178	06/22/2021	05/21-06/21/21 SVC - 1007 LAWSON ST TC1	\$59.86
	2021-00002179	06/24/2021	05/25-06/23/21 SVC - VARIOUS SITES	\$999.36
	2021-00002186	06/23/2021	05/20-06/20/21 SVC - 1015 NOGALES ST	\$458.91
76272	07/06/2021		SO CALIFORNIA EDISON COMPANY	\$80.63
	Invoice	Date	Description	Amount
	2021-00002172	06/21/2021	05/17-06/15/21 SVC - 19001 TONNER CYN RD	\$80.63
76273	07/06/2021		SO CALIFORNIA EDISON COMPANY	\$12,394.26
	Invoice	Date	Description	Amount
	2021-00002182	06/21/2021	05/17-06/15/21 SVC - VARIOUS SITES	\$3,146.22
	2021-00002183	06/21/2021	05/17-06/15/21 SVC - VARIOUS SITES	\$7,785.66
	2021-00002184	06/22/2021	05/17-06/21/21 SVC - 1004 U FAIRWAY DR	\$46.45
	2021-00002185	06/22/2021	05/04-06/21/21 SVC - VALLEY BLVD U-VARIOUS SITES	\$751.75
	2021-00002187	06/24/2021	05/25-06/23/21 SVC - BREA CYN RD-VARIOUS SITES	\$664.18
76274	07/06/2021		SOCALGAS	\$116.44
	Invoice	Date	Description	Amount
	2021-00002188	06/23/2021	05/20-06/21/21 SVC - 13756 VALLEY BLVD	\$15.78
	2021-00002189	06/24/2021	05/21-06/22/21 SVC - 15415 DON JULIAN RD	\$100.66
76275	07/06/2021		SUBURBAN WATER SYSTEMS	\$901.34
	Invoice	Date	Description	Amount
	180090547776	06/23/2021	05/25-06/22/21 SVC - 205 HUDSON AV	\$55.40
	180012346187	06/23/2021	05/26-06/23/21 SVC - AZUSA & GEMINI	\$845.94

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
76276	07/07/2021		MEGAN'S WINGS	\$25,000.00
	Invoice	Date	Description	Amount
	7/6/21	07/06/2021	DONATION FOR CORPORATE PROGRAM	\$25,000.00
76277	07/14/2021		AT & T	\$803.14
	Invoice	Date	Description	Amount
	2021-00002194	06/17/2021	06/17-07/16/21 SVC - TONNER CYN-RADIO	\$803.14
76278	07/14/2021		AT & T	\$179.00
	Invoice	Date	Description	Amount
	5156203607	06/23/2021	05/19-06/18/21 SVC - METROLINK	\$179.00
76279	07/14/2021		LA PUENTE VALLEY COUNTY	\$34,872.52
	Invoice	Date	Description	Amount
	2022-00000033	07/01/2021	04/19-06/17/21 SVC - 15625 STAFFORD ST	\$83.33
	2022-00000034	07/01/2021	04/19-06/17/21 SVC - 15625 STAFFORD ST	\$184.13
	2022-00000035	07/01/2021	04/19-06/17/21 SVC - 15414 DON JULIAN RD (IRRI)	\$1,211.32
	2022-00000036	07/01/2021	04/19-06/17/21 SVC - 15414 DON JULIAN RD	\$752.87
	2022-00000037	07/01/2021	04/19-06/17/21 SVC - 15660 STAFFORD ST	\$246.72
	2022-00000038	07/01/2021	04/19-06/17/21 SVC - 1 AZUSA WAY (IRRI)	\$1,546.59
	2022-00000039	07/01/2021	04/19-06/17/21 SVC - 285 HACIENDA BLVD (IRRI)	\$114.23
	2022-00000040	07/01/2021	04/19-06/17/21 SVC - HACIENDA & STAFFORD ST (I)	\$421.62
	2022-00000041	07/01/2021	04/19-06/17/21 SVC - HACIENDA & STAFFORD (IRR)	\$180.47
	2022-00000042	07/01/2021	04/19-06/17/21 SVC - 211 HACIENDA BLVD (IRRI)	\$379.23
	2022-00000043	07/01/2021	04/19-06/17/21 SVC - HUDSON AVE (IRRI)	\$734.32

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
2022-00000044	07/01/2021	04/19-06/17/21 SVC - STAFFORD ST (IRRI)	\$866.82
2022-00000045	07/01/2021	04/19-06/17/21 SVC - 220 HACIENDA BLVD (IRRI)	\$570.02
2022-00000046	07/01/2021	04/19-06/17/21 SVC - NELSON AVE (IRRI)	\$2,435.62
2022-00000047	07/01/2021	04/19-06/17/21 SVC - SOTRO ST (IRRI)	\$1,635.32
2022-00000048	07/01/2021	04/19-06/17/21 SVC - 15651 STAFFORD ST	\$2,072.57
2022-00000049	07/01/2021	04/19-06/17/21 SVC - RAUSCH RD (IRRI)	\$535.58
2022-00000050	07/01/2021	04/19-06/17/21 SVC - RAUSCH RD (IRRI)	\$580.63
2022-00000051	07/01/2021	04/19-06/17/21 SVC - STAFFORD & OLD VALLEY (I)	\$1,248.42
2022-00000052	07/01/2021	04/19-06/17/21 SVC - 15716 RAUSCH RD	\$97.73
2022-00000053	07/01/2021	04/19-06/17/21 SVC - ALONG RAILROAD TRACK (I)	\$1,150.37
2022-00000054	07/01/2021	04/19-06/17/21 SVC - PROCTOR & EL ENCANTO (I)	\$323.57
2022-00000055	07/01/2021	04/19-06/17/21 SVC - HACIENDA BLVD (IRRI)	\$66.53
2022-00000056	07/01/2021	04/19-06/17/21 SVC - 15415 DON JULIAN RD (IRRI)	\$7,700.90
2022-00000057	07/01/2021	04/19-06/17/21 SVC - 15414 DON JULIAN RD (IRRI)	\$2,178.57
2022-00000058	07/01/2021	04/19-06/17/21 SVC - 15414 DON JULIAN RD	\$187.67
2022-00000059	07/01/2021	04/19-06/17/21 SVC - 201 STAFFORD ST (IRRI)	\$3,480.24
2022-00000060	07/01/2021	04/19-06/17/21 SVC - VALLEY BLVD (IRRI)	\$116.88
2022-00000061	07/01/2021	04/19-06/17/21 SVC - 15415 DON JULIAN RD (IRRI)	\$2,345.25
2022-00000062	07/01/2021	04/19-06/17/21 SVC - DON JULIAN RD	\$1,244.53
2022-00000063	07/01/2021	04/19-06/17/21 SVC - PARRIOTT & DON JULIAN RD (I)	\$180.47
76280	07/14/2021	ROWLAND WATER DISTRICT	\$4,589.08
Invoice	Date	Description	Amount
2021-00002200	06/23/2021	05/11-06/09/21 SVC - AZUSA AVE - RC	\$156.75
2021-00002201	06/23/2021	05/11-06/09/21 SVC - 755 NOGALES AT - RC	\$257.59
2021-00002202	06/23/2021	05/11-06/09/21 SVC - 1123 HATCHER ST STE D	\$337.53

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2021-00002203	06/23/2021	05/11-06/09/21 SVC - 1135 HATCHER AVE	\$49.52
	2021-00002204	06/23/2021	05/11-06/09/21 SVC - 1123 HATCHER ST STE C	\$125.86
	2021-00002205	06/23/2021	05/11-06/09/21 SVC - 1100 S AZUSA AVE	\$174.17
	2021-00002206	06/23/2021	05/11-06/09/21 SVC - 1015 NOGALES ST - PUMP	\$320.99
	2021-00002207	06/23/2021	05/11-06/09/21 SVC - 909 U NOGALES ST - IRR	\$743.52
	2021-00002208	06/23/2021	05/11-06/09/21 SVC - 1023 NOGALES ST - IRR	\$42.58
	2021-00002209	06/23/2021	05/11-06/09/21 SVC - HURLEY ST & VALLEY BLVD	\$422.45
	2021-00002210	06/23/2021	05/11-06/09/21 SVC - 18044 ROWLAND ST	\$177.91
	2021-00002211	06/23/2021	05/11-06/09/21 SVC - 17401 E VALLEY BLVD	\$775.56
	2021-00002212	06/23/2021	05/11-06/10/21 SVC - 930 S AZUSA AVE	\$765.98
	2021-00002213	06/23/2021	05/11-06/09/21 SVC - AZUSA AVE - CENTER	\$108.51
	2021-00002214	06/23/2021	05/11-06/09/21 SVC - AZUSA AVE	\$130.16
76281	07/14/2021		SAN GABRIEL VALLEY WATER CO.	\$226.79
	Invoice	Date	Description	Amount
	2021-00002215	06/28/2021	05/26-06/25/21 SVC - IRRIG SALT LAKE/SEVENTH	\$226.79
76282	07/14/2021		SO CALIFORNIA EDISON COMPANY	\$24,625.18
	Invoice	Date	Description	Amount
	2021-00002216	06/28/2021	05/27-06/27/21 SVC - 15660 STAFFORD ST	\$3,582.20
	2021-00002217	06/28/2021	05/27-06/27/21 SVC - 205 N HUDSON AVE	\$399.41
	2021-00002218	06/28/2021	05/27-06/27/21 SVC - 137 N HUDSON AVE	\$1,091.21
	2022-00000064	07/02/2021	06/02-06/30/21 SVC - 600 BREA CYN RD	\$425.70
	2022-00000065	07/02/2021	06/03-07/01/21 SVC - 15625 STAFFORD ST	\$8,559.54
	2022-00000066	07/02/2021	06/01-06/30/21 SVC - VARIOUS SITES	\$8,534.73
	2021-00002219	06/30/2021	05/17-06/29/21 SVC - VARIOUS SITES	\$2,032.39

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
76283	07/14/2021		SOCALGAS	\$32.27
	Invoice	Date	Description	Amount
	2022-00000067	07/01/2021	05/28-06/29/21 SVC - 710 NOGALES ST	\$15.78
	2022-00000068	07/01/2021	05/28-06/29/21 SVC - 1015 NOGALES ST	\$16.49
76284	07/14/2021		VERIZON WIRELESS - LA	\$1,686.18
	Invoice	Date	Description	Amount
	9882811188	06/26/2021	05/27-06/26/21 SVC - VARIOUS WIRELESS SVC	\$1,686.18
76285	07/22/2021		ACE CONSTRUCTION AUTHORITY	\$1,414,569.54
	Invoice	Date	Description	Amount
	ACE-204-26	06/30/2021	BETTERMENT AGRMT-FAIRWAY DR GRDE	\$1,414,569.54
76286	07/22/2021		AMAZON WEB SERVICES, INC	\$82.23
	Invoice	Date	Description	Amount
	785308741	07/03/2021	AWS SERVICE 6/1-6/30/21	\$82.23
76287	07/22/2021		ARAMARK REFRESHMENT SERVICE,	\$352.32
	Invoice	Date	Description	Amount
	11394584	07/01/2021	PLATINUM WATER FILTERS (3)	\$362.32
	11395738	06/28/2021	CREDIT FOR INV 11396250	(\$96.93)
	11396250	06/28/2021	PLATINUM WATER FILTER	\$86.93
76288	07/22/2021		B AND T CATTLE	\$14,580.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	131	07/02/2021	MAINT SVC-JUL 2021	\$14,580.00
76289	07/22/2021		BCM CUSTOMER SERVICE, INC.	\$2,152.50
	Invoice	Date	Description	Amount
	211337	07/01/2021	A/C MAINT-EL ENCANTO	\$2,152.50
76290	07/22/2021		CAL-PERS	\$45,484.00
	Invoice	Date	Description	Amount
	100000016477357	07/01/2021	ANNUAL LUMP SUM-PLAN IDENTIFIER 1226	\$39,767.00
	100000016477376	07/01/2021	ANNUAL LUMP SUM-PLAN IDENTIFIER 15030	\$2,215.00
	100000016477367	07/01/2021	ANNUAL LUMP SUM-PLAN IDENTIFIER 26791	\$3,502.00
76291	07/22/2021		CALIFORNIA CONTRACT CITIES	\$5,500.00
	Invoice	Date	Description	Amount
	3213	06/29/2021	ANNUAL DUES FY 2021/2022	\$5,500.00
76292	07/22/2021		CINTAS CORPORATION LOC 693	\$146.34
	Invoice	Date	Description	Amount
	4088380209	06/28/2021	DOOR MATS	\$73.17
	4088918117	07/02/2021	DOOR MATS	\$73.17
76293	07/22/2021		CITY OF INDUSTRY DISPOSAL CO.	\$2,239.52
	Invoice	Date	Description	Amount
	4467333	06/30/2021	DISP SVC-CITY RESIDENCES	\$2,239.52
76294	07/22/2021		CITY OF INDUSTRY-PAYROLL ACCT	\$120,000.00

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	PR P/E 7/9/21	07/13/2021	REPLENISH PAYROLL FOR P/E 7/9/21	\$120,000.00
76295	07/22/2021		CITY OF WALNUT	\$23,855.18
	Invoice	Date	Description	Amount
	AR2021081	05/25/2021	ROADSIDE MAINT-VALLEY BLVD FY 20/21	\$23,855.18
76296	07/22/2021		CLIFTONLARSONALLEN LLP	\$9,000.00
	Invoice	Date	Description	Amount
	2938276	06/30/2021	COI-AUDIT FINANCIALS FY 20/21	\$9,000.00
76297	07/22/2021		CNC ENGINEERING	\$167,427.43
	Invoice	Date	Description	Amount
	503271	07/08/2021	DESIGN-BUILD FOR SOLAR CARPORT CANOPY	\$2,210.00
	503272	07/08/2021	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	\$400.00
	503273	07/08/2021	SITE PLAN FOR SHERIFF TRAILER	\$9,727.50
	503274	07/08/2021	EL ENCANTO IMPROVEMENTS	\$1,645.00
	503275	07/08/2021	FOUR GRADE SEPARATION PUMP STATIONS	\$2,000.00
	503276	07/08/2021	KELLA AVE STORM DRAIN	\$1,082.50
	503277	07/08/2021	RESURFACING OF DON JULIAN RD	\$105.00
	503278	07/08/2021	WALNUT DR NORTH WIDENING	\$6,945.00
	503279	07/08/2021	PRELIMINARY DESIGN OF EW BICYCLE,PATH	\$2,142.50
	503280	07/08/2021	4TH AVE/TRAILSIDE WATERLINE IMPROVEMENTS	\$400.00
	503281	07/08/2021	GENERAL ENG 6/21-6/30/21	\$810.00
	503282	07/08/2021	GENERAL ENG SVC-TRAFFIC	\$9,007.50
	503283	07/08/2021	GENERAL ENG SVC-PLAN-APPROVAL	\$9,282.50

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
503284	07/08/2021	GENERAL ENG SVC-COUNTER SERVICE	\$1,575.00
503285	07/08/2021	GENERAL ENG SVC-PERMITS	\$19,817.50
503286	07/08/2021	ARENTH AVE RECONSTRUCTION	\$1,050.00
503287	07/08/2021	TEMPLE AVE DUAL RIGHT TURN	\$915.00
503288	07/08/2021	BUSINESS PKY RECONSTRUCTION	\$19.93
503289	07/08/2021	ARENTH AVE STREET IMPROVEMENT	\$22,875.00
503290	07/08/2021	RESURFACING VALLEY BLVD	\$507.50
503291	07/08/2021	ROOF REPLACEMENT AT 15559 RAUSCH AND 15660	\$857.50
503292	07/08/2021	ROOF REPLACEMENT AT 15651 STAFFORD ST	\$647.50
503293	07/08/2021	ROOF INSPECTION-1123 S HATCHER AVE	\$857.50
503294	07/08/2021	GENERAL SVC 6/21-6/30/21	\$53,617.50
503295	07/08/2021	NPDES STORM WATER	\$2,557.50
503296	07/08/2021	TONNER CYN PROPERTY	\$375.00
503297	07/08/2021	REPLACEMENT OF STEEL WATERLINE-BREA CREEK	\$10,797.50
503298	07/08/2021	PUENTE VALLEY OPERABLE UNIT GROUNDWATER	\$200.00
082021	08/01/2021	MEALS/WHEELS RENT-AUG 2021	\$5,000.00
76298	07/22/2021	CNC ENGINEERING	\$82,402.43

Invoice	Date	Description	Amount
503299	07/08/2021	AUTOMATIC METER READING	\$215.00
503300	07/08/2021	CHINO RANCH #1 DAM RENOVATION	\$1,420.00
503301	07/08/2021	CITY HALL MAINT	\$1,640.00
503302	07/08/2021	UPGRADES TO ELECTRONIC FREEWAY DISPLAY	\$1,972.50
503303	07/08/2021	HOMESTEAD MUSEUM IMPROVEMENTS	\$175.00
503304	07/08/2021	VALLEY BLVD CORRIDOR CO-OP PROJECT	\$4,850.00
503305	07/08/2021	SAFETY UPGRADES AT RR CROSSINGS	\$700.00
503306	07/08/2021	STIMSON AVE CROSSING	\$200.00

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
503307	07/08/2021	METROLINK MAINT-PARKING LOT SOLAR SYSTEM	\$750.00
503308	07/08/2021	INDUSTRY HILLS FUEL TANKS DISPENSING	\$725.00
503309	07/08/2021	605 FWY AND VALLEY BLVD INTERSECTION	\$1,500.00
503310	07/08/2021	HIGHWAY BRIDGE PROBRAM FUNDING	\$2,150.00
503311	07/08/2021	AZUSA AVE BRIDGE REPAINTING	\$200.00
503312	07/08/2021	SEISMIC RETROFIT ANAHEIM-PUENTE	\$1,050.00
503313	07/08/2021	YAL RECONSTRUCTION CENTER	\$5,955.00
503314	07/08/2021	FISCAL YEAR BUDGET	\$810.00
503315	07/08/2021	VARIOUS ASSIGNMENTS RELATED TO SA	\$210.00
503316	07/08/2021	NELSON AVE/PUENTE AVE INTERSECTION	\$110.00
503317	07/08/2021	CARTEGRAPH MGMT	\$15,055.00
503318	07/08/2021	CATCH BASIN RETROFITS	\$577.50
503319	07/08/2021	HOMESTEAD MUSEUM UPGRADES	\$5,285.00
503320	07/08/2021	GRAND AVE RECONSTRUCTION	\$6,350.00
503321	07/08/2021	CITYWIDE STREET LIGHT LED UPGRADES	\$8,851.25
503322	07/08/2021	ANNUAL SLURRY SEAL PROJECT	\$194.93
503323	07/08/2021	ANNUAL PAVEMENT REHABILITATION	\$14,622.50
503324	07/08/2021	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	\$1,773.75
503325	07/08/2021	NOGALES GRADE SEPARATION	\$400.00
503337	07/08/2021	OPERATIONS/MAINT OF CITYWIDE STREETLIGHT	\$1,575.00
503340	07/08/2021	STARHILL LN/3RD AVE WATERLINE	\$3,085.00
76299	07/22/2021	CORELOGIC INFORMATION	\$192.50
Invoice	Date	Description	Amount
82085842	06/30/2021	GEOGRAPHIC PKG-JUN 2021	\$192.50

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
76300	07/22/2021		COUNTY OF LA DEPT OF PUBLIC	\$35,336.62
	Invoice	Date	Description	Amount
	PW-21061407061	06/14/2021	TRAFFIC SIGNAL MAINT	\$1,008.02
	PW-21061406742	06/14/2021	PUMP HOUSE MAINT	\$1,956.98
	PW-21061406754	06/14/2021	INSPECTION OF SIDEWALK	\$164.13
	PW-21061406746	06/14/2021	STREET MAINT/INSPECTION	\$3,032.04
	PW-21061406744	06/24/2021	EMERGENCY ROAD CLOSURE	\$1,232.94
	PW-21061406743	06/14/2021	STORM DAMAGE RESPONSE	\$45.46
	PW-21061406748	06/14/2021	PAVEMENT PATCHING	\$27,425.96
	PW-21061406747	06/14/2021	LITTER/DEBRIS REMOVAL	\$471.09
76301	07/22/2021		DEPT OF TRANSPORTATION	\$1,783.18
	Invoice	Date	Description	Amount
	21010951	06/18/2021	COOP 07-5033, SR60/57 CONFLUENCE AT GRAND AVE	\$1,783.18
76302	07/22/2021		EGOSCUE LAW GROUP, INC.	\$2,200.00
	Invoice	Date	Description	Amount
	13157	07/01/2021	LEGAL SVC-FOLLOW'S CAMP	\$2,200.00
76303	07/22/2021		ELEVATE PUBLIC AFFAIRS, LLC	\$84,000.00
	Invoice	Date	Description	Amount
	2290	07/06/2021	MEDIA CONSULTING-MAR 2021	\$15,000.00
	2291	07/06/2021	IBC STRATEGIC CONSULTING-MAR 2021	\$6,000.00
	2293	07/06/2021	MEDIA CONSULTING-APR 2021	\$15,000.00
	2294	07/06/2021	IBC STRATEGIC CONSULTING-APR 2021	\$6,000.00
	2297	07/06/2021	IBC STRATEGIC CONSULTING-MAY 2021	\$6,000.00

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2296	07/06/2021	MEDIA CONSULTING-MAY 2021	\$15,000.00
	2300	07/06/2021	IBC STRATEGIC CONSULTING-JUN 2021	\$6,000.00
	2299	07/06/2021	MEDIA CONSULTING-JUN 2021	\$15,000.00
76304	07/22/2021		ENVIRONS, INC.	\$32.36
	Invoice	Date	Description	Amount
	3506	06/24/2021	SHERIFF TRAILER IMPROVEMENT	\$32.36
76305	07/22/2021		EXCEL PAVING COMPANY	\$43,325.69
	Invoice	Date	Description	Amount
	#3CITY-1460	07/01/2021	ARENTH AVE STREET IMPROVEMENTS	\$24,366.00
	#3CITY-1460-2	07/01/2021	ARENTH AVE STREET IMPROVEMENTS	\$21,240.00
76306	07/22/2021		FEDERAL EXPRESS CORP.	\$134.57
	Invoice	Date	Description	Amount
	7-415-39646	06/25/2021	MESSENGER SVC	\$109.05
	7-423-51953	07/02/2021	MESSENGER SVC	\$25.52
76307	07/22/2021		FIRST AMERICAN DATA TREE, LLC	\$200.00
	Invoice	Date	Description	Amount
	20088320621	06/30/2021	PROPERTY DATA INFORMATION	\$200.00
76308	07/22/2021		FRAZER, LLP	\$51,210.00
	Invoice	Date	Description	Amount
	173292	06/30/2021	SA-PROF SVC FOR JUN 2021	\$1,075.00
	173291	06/30/2021	COI-PROF SVC FOR JUN 2021	\$50,135.00

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
76309	07/22/2021		GMS ELEVATOR SERVICES, INC	\$145.00
	Invoice	Date	Description	Amount
	106555	07/01/2021	ELEVATOR MAINT-CITY HALL	\$145.00
76310	07/22/2021		HADDICK'S AUTO BODY	\$60.00
	Invoice	Date	Description	Amount
	235072	06/23/2021	CONTAINER STORAGE	\$60.00
76311	07/22/2021		HISTORICAL RESOURCES, INC.	\$19,732.80
	Invoice	Date	Description	Amount
	COI2021-23	07/08/2021	ADMIN & MGMT SVC-HOMESTEAD	\$19,732.80
76312	07/22/2021		HOME DEPOT CREDIT SERVICES	\$463.16
	Invoice	Date	Description	Amount
	361559	06/11/2021	LED LIGHTS FOR GUARD SHACK	\$154.18
	589449	06/11/2021	TUBE LIGHTS FOR IBC	\$258.86
	7582949	06/04/2021	PINE GRADE STAKES FOR PLANNING	\$50.12
76313	07/22/2021		INDEPENDENT ROOFING	\$4,400.00
	Invoice	Date	Description	Amount
	0076781	06/23/2021	FINAL INSPECTION-15651 STAFFORD ST	\$1,400.00
	0076780	06/23/2021	FINAL INSPECTION-1123 S HATCHER AVE	\$1,600.00
	0076782	06/23/2021	FINAL INSPECTION-RAUSCH RD/STAFFORD ST	\$1,400.00
76314	07/22/2021		INDUSTRY SECURITY SERVICES	\$48,712.71

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

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

Invoice	Date	Description	Amount
14-25474	07/01/2021	SECURITY SVC 6/25-7/1/21	\$8,565.84
14-25465	06/24/2021	SECURITY SVC-VARIOUS CITY SITES	\$15,804.51
14-25462	06/24/2021	SECURITY SVC 6/18-6/24/21	\$8,558.53
14-25477	07/01/2021	SECURITY SVC-VARIOUS CITY SITES	\$15,783.83

76315	07/22/2021		INDUSTRY TIRE SERVICE	\$25.00
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Invoice	Date	Description	Amount
302977	06/18/2021	TIRE REPAIR-CITY EXPLORER	\$25.00

76316	07/22/2021		JANUS PEST MANAGEMENT	\$9,027.00
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Invoice	Date	Description	Amount
236569	06/16/2021	PEST SVC-TONNER CYN	\$75.00
237129	06/18/2021	RODENT SVC-HELIPAD	\$150.00
237128	06/04/2021	RODENT SVC-HELIPAD	\$150.00
237125	06/18/2021	RODENT SVC-CHESTNUT/ANA-PUENTE	\$448.00
237124	06/04/2021	RODENT SVC-CHESTNUT/ANA-PUENTE	\$448.00
237046	06/11/2021	PEST SVC-15651 STAFFORD (IBC)	\$145.00
237520	07/01/2021	PEST SVC-HOMESTEAD	\$600.00
237045	06/11/2021	PEST SVC-CITY HALL	\$145.00
237462	06/29/2021	ANNUAL RODENT CLEANUP-TONNER CYN	\$4,500.00
237037	06/16/2021	PEST CONTROL-TONNER CYN	\$75.00
237035	06/16/2021	PEST CONTROL-TONNER CYN	\$122.00
237034	06/16/2021	PEST CONTROL-TONNER CYN	\$102.00
237468	06/29/2021	PEST/RODENT SVC-TONNER CYN	\$340.00
237467	06/29/2021	PEST/RODENT SVC-TONNER CYN	\$340.00

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	237113	06/15/2021	PEST SVC-IBC WEST (OLD BREA CYN)	\$168.00
	237126	06/04/2021	RODENT SVC-HELIPAD PARKING LOT	\$243.00
	237127	06/18/2021	RODENT SVC-HELIPAD PARKING LOT	\$243.00
	237184	06/15/2021	RODENT SVC-IBC EAST (LANDFILL)	\$733.00
76317	07/22/2021		KEENAN AND ASSOCIATES	\$312,450.25
	Invoice	Date	Description	Amount
	261909	07/02/2021	SA-PROPERTY COVERAGE FY 21/22	\$11,769.00
	261922	07/02/2021	CRIME POLICY FY 21/22	\$6,194.00
	261845	07/01/2021	CYBER LIABILITY FY 21/22	\$31,267.50
	261827	07/01/2021	DIFFERENCE IN CONDITIONS FY 21/22	\$69,693.75
	261841	07/01/2021	AIRPORT LIABILITY FY 21/22	\$12,532.00
	261908	07/02/2021	COI-PROPERTY COVERAGE FY 21/22	\$135,974.00
	261695	07/01/2021	BROKER FEE FOR FY 21/22	\$45,020.00
76318	07/22/2021		KLEINFELDER, INC.	\$1,262.50
	Invoice	Date	Description	Amount
	001334412	07/01/2021	BUSINESS PKY RECONSTRUCTION	\$1,262.50
76319	07/22/2021		KLINE'S PLUMBING, INC.	\$195.00
	Invoice	Date	Description	Amount
	11930	06/24/2021	REPAIR-CITY HALL (FINANCE RR)	\$195.00
76320	07/22/2021		L A COUNTY AUDITOR-CONTROLLER	\$5,801.42
	Invoice	Date	Description	Amount
	FY2021-2022	06/25/2021	LAFCO OPERATING COST FOR FY 21/22	\$5,801.42

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
76321	07/22/2021		L A COUNTY DEPT OF PUBLIC	\$5,709.75
	Invoice	Date	Description	Amount
	IN210001025	06/24/2021	ACCIDENT-NELSON @ ORANGE AVE	\$784.96
	IN210001033	06/24/2021	ACCIDENT-FULLERTON AVE @ VALLEY BLVD	\$1,023.03
	IN210001044	06/24/2021	ACCIDENT-GALE AVE @ THE PLAZA	\$767.10
	IN210001031	06/24/2021	ACCIDENT-DON JULIAN @ TURNBULL CYN	\$3,134.66
76322	07/22/2021		L A COUNTY DEPT OF PUBLIC	\$73,219.61
	Invoice	Date	Description	Amount
	IN210001020	06/28/2021	BLDG & SAFETY-ONE STOP SHOP FOR APR 2021	\$73,219.61
76323	07/22/2021		L A COUNTY SHERIFF'S	\$989,836.65
	Invoice	Date	Description	Amount
	212847VC	06/30/2021	SPECIAL EVENTS-DIRECTED PATROL	\$68,975.84
	212806AL	07/07/2021	SHERIFF CONTRACT-JAN 2021	\$920,860.81
76324	07/22/2021		LOCKE LORD LLP	\$91,297.95
	Invoice	Date	Description	Amount
	1661234	07/08/2021	LEGAL SVC-MAY 2021	\$91,297.95
76325	07/22/2021		LOS ANGELES ENGINEERING, INC.	\$533,661.55
	Invoice	Date	Description	Amount
	#14GGS-0387-1	07/01/2021	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	\$457,209.00
	#14GGS-0387-2	07/01/2021	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	\$65,540.00
	#14GGS-0387-3	07/01/2021	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	\$39,000.00

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
76326	07/22/2021		BANNER BANK	\$28,087.45
	Invoice	Date	Description	Amount
	#14GGS-0387-1-R	07/01/2021	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$22,860.45
	#14GGS-0387-2-R	07/01/2021	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$3,277.00
	#14GGS-0387-3-R	07/01/2021	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$1,950.00
76327	07/22/2021		LOS ANGELES REGIONAL FOOD	\$5,000.00
	Invoice	Date	Description	Amount
	7/2/2021	07/02/2021	DONATION FOR LA PUENTE OUTREACH FOOD	\$5,000.00
76328	07/22/2021		MUNICIPAL INSURANCE	\$347,560.00
	Invoice	Date	Description	Amount
	262218	07/08/2021	GENERAL LIABILITY INSURANCE FY 21/22	\$347,560.00
76329	07/22/2021		MX GRAPHICS, INC.	\$56.68
	Invoice	Date	Description	Amount
	23440	06/25/2021	BLUEPRINT SVC-JN 6206 1	\$27.38
	23465	07/01/2021	SIGNS FOR FUELING STN	\$29.30
76330	07/22/2021		PACIFIC UTILITY INSTALLATION	\$15,939.00
	Invoice	Date	Description	Amount
	24065	06/30/2021	CITY STREETLIGHT PROGRAM	\$5,044.00
	24063	06/30/2021	ACCIDENT-923 S. AZUSA AVE	\$1,832.00
	24067	06/30/2021	ACCIDENT-GALE AVE/AZUSA AVE	\$2,677.00
	24064	06/30/2021	ACCIDENT-16425 GALE AVE	\$3,120.00
	24066	06/30/2021	ACCIDENT-CURRIER RD/LEMON AVE	\$1,504.00
	24062	06/30/2021	ACCIDENT-PARRIOTT PLACE/VALLEY BLVD	\$1,762.00

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
76331	07/22/2021		PASTPERFECT SOFTWARE, INC.	\$1,210.00
	Invoice	Date	Description	Amount
	2021PPO-35301	06/22/2021	ONLINE ANNUAL HOSTING RENEWAL-HOMESTEAD	\$1,210.00
76332	07/22/2021		POST ALARM SYSTEMS	\$165.00
	Invoice	Date	Description	Amount
	1383865	06/29/2021	INITIAL COM CALL-HOMESTEAD	\$165.00
76333	07/22/2021		PRINCE GLOBAL SOLUTIONS, LLC	\$5,000.00
	Invoice	Date	Description	Amount
	028	07/06/2021	FEDERAL ADVOCACY-JUN 2021	\$5,000.00
76334	07/22/2021		PURCHASE POWER	\$300.00
	Invoice	Date	Description	Amount
	7/5/2021	07/05/2021	POSTAGE REFILL IN 6/10/21 & 7/1/21	\$300.00
76335	07/22/2021		R.F. DICKSON CO., INC.	\$19,260.78
	Invoice	Date	Description	Amount
	2510887	06/30/2021	STREET & PARKING LOT SWEEPING-JUN 2021	\$19,260.78
76336	07/22/2021		RICOH USA, INC.	\$1,157.44
	Invoice	Date	Description	Amount
	5062307370	07/01/2021	METER READING-VARIOUS COPIERS	\$683.58
	5062389741	07/08/2021	METER READING-VARIOUS COPIERS	\$473.86

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
76337	07/22/2021		ROBINSON'S FLOWERS	\$85.69
	Invoice	Date	Description	Amount
	3368	07/01/2021	FLOWERS AND DELIVERY	\$85.69
76338	07/22/2021		SAN GABRIEL VALLEY	\$1,140.00
	Invoice	Date	Description	Amount
	20210708COI	07/08/2021	LANDSCAPE SVC-TRAIL MAINT	\$1,140.00
76339	07/22/2021		SAN GABRIEL VALLEY NEWSPAPER	\$3,275.00
	Invoice	Date	Description	Amount
	0011465468	06/04/2021	NOTICE INVITING BIDS-CITY STREETLIGHTS LED	\$3,275.00
76340	07/22/2021		SATSUMA LANDSCAPE & MAINT.	\$120,900.49
	Invoice	Date	Description	Amount
	0621TA	06/30/2021	LANDSCAPE SVC-TEMPLE & AZUSA	\$32,889.31
	0621XROADS	06/30/2021	LANDSCAPE SVC-CROSSROADS PKY NORTH &	\$35,767.93
	0621CH	06/30/2021	LANDSCAPE SVC-VARIOUS CITY SITES	\$52,243.25
76341	07/22/2021		SCREENVISION MEDIA	\$800.00
	Invoice	Date	Description	Amount
	LOC_000243277	07/02/2021	VIDEO ADVERTISEMENT-VINELAND DRIVE IN	\$800.00
76342	07/22/2021		SCS FIELD SERVICES	\$14,115.54
	Invoice	Date	Description	Amount
	0409240	06/30/2021	INDUSTRY HILLS-LANDFILL GAS SYSTEM	\$14,115.54
76343	07/22/2021		SO CAL INDUSTRIES	\$90.34

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	510899	07/09/2021	FENCE RENTAL-INDUSTRY HILLS	\$90.34
76344	07/22/2021		SST CONSTRUCTION, LLC	\$480.00
	Invoice	Date	Description	Amount
	047452	07/02/2021	TROUBLESHOOT-METRO SOLAR	\$480.00
76345	07/22/2021		STAPLES BUSINESS ADVANTAGE	\$1,436.90
	Invoice	Date	Description	Amount
	8062635682	06/19/2021	CREDIT ON RETURNED SUPPLIES	(\$135.76)
	8062704784	06/26/2021	OFFICE SUPPLIES	\$1,572.66
76346	07/22/2021		STATE COMPENSATION INS. FUND	\$2,378.19
	Invoice	Date	Description	Amount
	1000313951	07/02/2021	WORKERS COMP PREMIUM FOR JULY 2021	\$2,378.19
76347	07/22/2021		STILLWATER SCIENCES	\$5,941.50
	Invoice	Date	Description	Amount
	9180007	06/28/2021	FOLLOW'S CAMP PROJECT	\$5,941.50
76348	07/22/2021		SUPERIOR COURT OF CALIFORNIA,	\$6,279.00
	Invoice	Date	Description	Amount
	JUNE 2021	07/07/2021	PARKING CITATIONS REPORT- JUNE 2021	\$6,279.00
76349	07/22/2021		THE TECHNOLOGY DEPOT	\$24,160.64
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
16579	06/25/2021		NETWORK MAINT-AFTER HOURS SUPPORT	\$2,970.00
16577	06/25/2021		NETWORK MAINT 6/21-6/25/21	\$3,928.75
16696	06/30/2021		NETWORK MAINT 6/28-6/30/21	\$4,050.00
16576	06/20/2021		ENG & TENCHNICAL FOR GIS PROJECT	\$8,662.50
16578	06/20/2021		VEEAM DESKTOP/LAPTOP BACKUP	\$403.10
16654	07/01/2021		CLOUD CONNECT VIRTUAL-AUG 2021	\$1,727.84
16653	07/01/2021		EMERGENCY NOTIFICATION SUBSCRIPTION	\$722.48
16652	07/01/2021		CLOUD CONNECT.VEEAM	\$251.37
16697	07/02/2021		NETWORK MAINT 7/1/21	\$745.00
16656	07/01/2021		PLATINUM CYBER PROTECTION	\$699.60
76350	07/22/2021		TPX COMMUNICATIONS	\$2,204.86
	Invoice	Date	Description	Amount
	144697721-0	06/30/2021	TEL/INTERNET-HOMESTEAD	\$2,204.86
76351	07/22/2021		TPX COMMUNICATIONS	\$4,203.53
	Invoice	Date	Description	Amount
	144758185-0	06/30/2021	INTERNET SVC-CITY HALL/METRO SOLAR	\$4,203.53
76352	07/22/2021		TRC ENGINEERS, INC.	\$1,690.00
	Invoice	Date	Description	Amount
	33213	06/10/2021	GEO SVC-FOLLOW'S CAMP BRIDGE REPLACEMENT	\$1,690.00
76353	07/22/2021		TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount
	20212308	07/01/2021	MAINT SVC-METRO SOLAR	\$1,726.67

**CITY OF INDUSTRY
WELLS FARGO BANK**

July 22, 2021

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
76354	07/22/2021		TURBO DATA SYSTEMS, INC	\$600.73
	Invoice	Date	Description	Amount
	35329	06/30/2021	CITATION PROCESSING MAY/JUN 2021	\$600.73
76355	07/22/2021		U.S. BANK	\$1,250.00
	Invoice	Date	Description	Amount
	6169730	06/25/2021	COI-ADMIN FEES FOR GORBS 2014 TAXABLE	\$1,250.00
76356	07/22/2021		VANGUARD CLEANING SYSTEMS,	\$750.00
	Invoice	Date	Description	Amount
	101109	07/01/2021	JANITORIAL SVC-HOMESTEAD	\$750.00
76357	07/22/2021		WEATHERITE SERVICE	\$385.00
	Invoice	Date	Description	Amount
	L191448	06/16/2021	A/C MAINT-IBC	\$187.00
	L191439	07/01/2021	A/C MAINT-IBC	\$198.00
76358	07/22/2021		WELLS FARGO	\$2,565.79
	Invoice	Date	Description	Amount
	6/4-7/3/21	07/02/2021	CREDIT CARD EXPENSE P/E 7/3/21	\$2,565.79
76359	07/22/2021		WEST COAST ARBORISTS, INC.	\$44,945.00
	Invoice	Date	Description	Amount
	174367	06/30/2021	TREE PRUNING-HOMESTEAD	\$44,945.00

**CITY OF INDUSTRY
WELLS FARGO BANK
July 22, 2021**

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

76360	07/22/2021		WILLDAN ENGINEERING	\$125.00
	Invoice	Date	Description	Amount
	00621240	06/22/2021	ENGINEERING SVC-VARIOUS SITES	\$125.00

Check	Status	Count	Transaction Amount
	Total	94	\$4,982,792.21

CITY COUNCIL

ITEM NO. 5.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*

DATE: July 22, 2021

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with Advanced Avant-Garde Corporation, dba Avant-Garde, Inc., for contract and funding administration services extending the term through June 30, 2023, revising the scope of services, revising the indemnity provisions, and revising the address for the City and City Attorney

Background:

On February 23, 2017, the City Council approved a Professional Services Agreement ("Agreement") with Advanced Avant-Garde Corporation, dba Avant-Garde, Inc. ("Avant-Garde") in an amount of \$145,000.00 to provide contract funding and administration services for City-wide bridge related activities. Avant-Garde serves as the City's liaison on contract funding and administration for bridge related activities that may include federal and state participation.

On January 25, 2018, the City Council approved Amendment No. 1 expanding the scope of services to include project management support on the City's Capital Improvement Projects ("CIP") related to grant funding, extending the term, and increasing compensation by \$290,000.00.

Discussion:

Avant-Garde continues to provide services to the City related to identifying grant funding sources and preparing, submitting, and managing federal and state grants for various City CIP projects. While the Agreement has expired, it is necessary to amend the Agreement to extend the term through June 30, 2023, revise the scope of services to consolidate those between the original Agreement and Amendment 1, and include language requiring indemnity specific to independent contractors.

Fiscal Impact:

There is no fiscal impact associated with Amendment No. 2.

Recommendation:

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with Avant-Garde.

Exhibit:

- A. Amendment No. 2 to the Professional Services Agreement Advanced Avant-Garde Corporation, dba Avant-Garde, Inc., dated July 22, 2021
-

TH/JN/SC:jf

EXHIBIT A

Amendment No. 2 to the Professional Services Agreement with Advanced Avant-Garde Corporation, dba Avant-Garde, Inc., dated July 22, 2021

[Attached]

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT WITH
ADVANCED AVANT-GARDE CORPORATION**

This Amendment No. 2 to the Professional Services Agreement (“Agreement”), is made and entered into this 22nd day of July, 2021 (“Effective Date”), by and between the City of Industry, a municipal corporation (“City”) and Advanced Avant-Garde Corporation, dba Avant-Garde, Inc., a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about February 23, 2017, the City approved the Agreement with Consultant to serve as the City’s liaison on contract funding and administration for Citywide bridge related activities; and

WHEREAS, on or about January 25, 2018, the City approved Amendment No. 1 to the Agreement extending the term through December 8, 2019, adding additional scope of services that included Capital Improvement Project management support services, researching funding sources, preparing and submitting grants and preparing Caltrans submittals, and increasing compensation by \$290,000.00 for the additional work; and

WHEREAS, the Agreement expired on December 8, 2019, and there are ongoing services the Consultant provides, therefore the Parties desire to amend the Agreement to extend the term through June 30, 2023, revise the scope of services, and include necessary language requiring indemnity specific to independent consultants; and

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

AMENDMENT

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

1. TERM

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

This Agreement shall commence on December 9, 2019, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

9. INDEPENDENT CONSULTANT

Section 9(c) is hereby added to read in its entirety as follows:

(c) Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including 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 the City may have under the law.

14. NOTICES

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

To City: City of Industry
15625 Mayor Dave Way
City of Industry, CA 91744
Attention: City Manager

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

Exhibit A, Scope of Services

The Scope of Services is hereby rescinded in its entirety and replaced with the services set forth in Attachment 1, attached hereto, and incorporated herein by reference.

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

(SIGNATURES ON THE FOLLOWING PAGE)

“CITY”
City of Industry

“CONSULTANT”
Advanced Avant-Garde Corporation dba
Avant-Garde , Inc.

By: _____
Cory C. Moss, Mayor

By: _____
Lissette Montoya, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 1

EXHIBIT A Scope of Services

Consultant shall perform the following services:

- Serve as the City's liaison on contract funding and administration for various City projects, as requested by the City.
- Assist in the preparation of agreements and miscellaneous project related documents, as requested by the City.
- Coordination with the engineering team, as requested by the City.
- Prepare agenda reports for City Council meetings, as requested by the City.
- Coordination with City Staff and other consultants to collect the description of the work and cost estimate including a breakdown of all phases of a project with potential federal participating and the type/amount of match funds, project schedule, list of utilities affected by the project, if any.
- Preparation of the following Caltrans submittals:
 - Request for Authorization to Proceed with Preliminary Engineering.
 - Assist with Request For Qualifications process and prepare award submittal to Caltrans.
 - Package environmental submittal prepared by the engineering consultant.
 - Prepare right of way submittal to Caltrans.
 - Process reimbursement requests during both engineering and construction phases.
 - Assist in the administration of the bid phase.
 - Prepare award package to Caltrans.
 - Prepare project close out documents.
- Provide labor compliance, as requested by City, on construction projects to include, but not limited to, conducting field interviews, review of certified payroll records and associated paperwork, and conflict resolution and coordination.

EXHIBIT A TO AMENDMENT NO. 2:

**PROFESSIONAL SERVICES AGREEMENT WITH AVANT-GARDE CORPORATION
DBA AVANT-GARDE, INC.
DATED FEBRUARY 23, 2017**

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of February 23, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Advanced Avant-Garde Corporation dba Avant-Garde, Inc. a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 23, 2018, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Forty Five Thousand Dollars (\$145,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

To City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy to:	Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746 Attention: James M. Casso, City Attorney

To Consultant: Advanced Avant-Garde Corporation
 dba Avant-Garde, Inc.
 3670 W. Temple Avenue #278
 Pomona, CA 91768
 Attention: Lissette Calleros

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

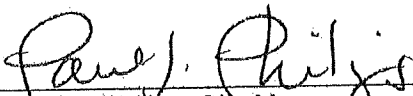
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the

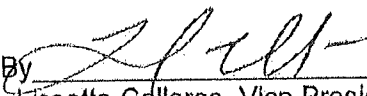
Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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


"CITY"
CITY OF INDUSTRY

"CONSULTANT"
ADVANCED AVANT-GARDE
CORPORATION dba AVANT-
GARDE, INC.

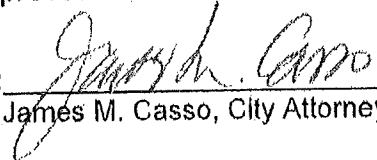
By: 
Paul J. Phillips, City Manager

By: 
Lissette Calleros, Vice President

Attest:

By: 
Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

- Serve as the City liaison on contract funding and administration for citywide bridges related activities.
- Assist in the preparation of agreements and miscellaneous project related documents as requested by the City.
- Coordination with the engineering team as requested by the City.
- Prepare agenda reports for City Council meetings as requested by the City.
- Prepare miscellaneous reports and assist City staff as requested by the City.
- Coordination with the project engineer to collect the description of the work and cost estimate including a breakdown of all phases of the project, whether they are federal participating and the type/amount of match funds, project schedule, list of utilities affected by the project, if any.
- Preparation of the following Caltrans submittals:
 1. Request for Authorization to Proceed with Preliminary Engineering.
 2. Assist with RFQ process and prepare award submittal to Caltrans.
 3. Package Environmental Submittal Prepared by the Engineering consultant.
 4. Prepare Right of Way Submittal to Caltrans.
 5. Process reimbursement requests during the both authorized phases; engineering and construction.
 6. Assist in the administration of the bid phase.
 7. Prepare award package to Caltrans.
 8. Prepare project close out documents.
- Due to the nature of funding on this project; Davis bacon compliance will be required during construction. Consultant shall perform the following:
 1. Pre-bid meeting attendance and review of labor requirements with prospective bidders.
 2. Pre-construction meeting attendance & coordination.
 3. Field interviews.
 4. Review of certified payroll records and associated paperwork, conflict resolution and coordination.

EXHIBIT B

RATE SCHEDULE

Program Director	\$130/hour
Program Manager	\$110/hour
Program Coordinator	\$ 90/hour
Program Assistant	\$ 70/hour

*Fees will be billed to the half hour increments and on a time and material basis.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 5.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*
Chris Lum, Construction Manager, CNC Engineering

DATE: July 22, 2021

SUBJECT: Consideration of Change Order Nos. 1, 2, and Closeout Change Order No. 3, in the amount \$2,926.64, and Notice of Completion for Contract No. CITY-1464 Roof Replacement at 15559 Rausch Road, 15660 Stafford Street, 15651 Stafford Street, and 1123 South Hatcher Avenue, with San Marino Roof Co., Inc.

Background:

On January 14, 2021, the City Council awarded the CITY-1464 Roof Replacement at 15559 Rausch Road, 15660 Stafford Street, 15651 Stafford Street, and 1123 South Hatcher Avenue contract, to San Marino Roof Co., Inc. ("San Marino") in the amount of \$686,836.00. This project consisted of the removal of existing roof systems and related flashings down to the bare substrate, and installation of new mechanically attached PVC single-ply roof systems, including the repair of deteriorated or damaged skylights and wood support members to match existing.

Discussion:

After construction began, it was identified that four roof drains needed replacement. Additionally, the gypsum underlayment board for 15559 Rausch Road needed to increase from a quarter inch to a half inch to facilitate proper drainage. The City Engineer reviewed the following change orders for completeness and accuracy as to the materials included:

- **Change Order No. 1** – After demolition began, the contractor identified two drains at 1123 S. Hatcher Ave. facility and two drains at 15559 Rausch Road facility that needed replacement due to deterioration. Independent Roof Consultants ("IRC") inspected and verified that these drains needed replacement. The contractor installed the new roof drains at each facility. The total cost for this change order is \$3,711.41.

- **Change Order No. 2** – After removing the roof system at 15559 Rausch Road the contractor discovered that the quarter inch gypsum underlayment board required in the specifications would not allow for proper drainage into the existing drain system on the east facing side of the facility. After evaluating the roof conditions, IRC recommended installation of a half inch gypsum underlayment board which addressed the issue of drainage. The total cost for this change order is \$1,525.23.
- **Change Order No. 3** - Final quantities have been measured and the under-runs and over-runs are as follows:

Underruns:

Bid Item No. 4, 4'x8'x1/2-inch sheet of CDX plywood, 3EA x \$80/EA = (\$240.00)

Bid Item No. 5, 4'x8'x3/4-inch sheet of CDX plywood, 10EA x \$85/EA = (\$850.00)

Bid Item No. 6, 1"x6"x10' Douglas fir board, 10EA x \$25.00 = (\$250.00)

Bid Item No. 7, 2"x4"x10' Douglas fir board, 10/EA x \$40.00 = (\$400.00)

Bid Item No. 8, 2"x6"x10' Douglas fir board, 10/EA x \$50.00 = (\$500.00)

Bid Item No. 17, 4'x8'x3/4-inch sheet of CDX plywood, 10/EA x \$85.00 = (\$850.00)

Bid Item No. 18, 2"x4"x10' Douglas fir board, 10/EA x \$40.00 = (\$400.00)

Bid Item No. 19, 2"x6"x10' Douglas fir board, 10/EA x \$50.00 = (\$500.00)

The total amount for Underruns (\$3,990.00)

Overruns:

Bid Item No. 16, 4'x8'x1/2-inch sheet of CDX plywood, 21EA x \$80/EA = \$1,680.00

The total amount for Overruns \$1,680.00

Total Deductive Cost of Change Order No. 3 is (\$2,310.00).

As of June 22, 2021, the City Engineer has determined that all work has been completed. CNC Engineering and Independent Roofing Consultants have inspected all locations and found all roofing systems at those facilities to be installed and completed.

Fiscal Impact:

Table 1 - Summary of Project Costs

Contract	\$686,836.00
Change Order No. 1	\$3,711.41
Change Order No. 2	\$1,525.23
Change Order No. 3	(\$2,310.00)
Total Project Cost	\$689,762.64

The total contract amount including Change Order Nos. 1 through 3 is \$689,762.64. The Contract is split between three locations under MP 15-05 #1 15559 Rausch Rd/15660 Stafford St; MP 03-24 #7 15651 Stafford St; MP 14-10 #2 1123 Hatcher Ave. Change Order No. 1 is \$1,855.71 for MP 15-05 #1 and \$1,855.70 for MP 14-10 #2. Change Order No. 2 in the amount of \$1,525.23 is for MP 15-05 #1. Change Order No. 3 is \$1,680 for MP 14-10 #2 and is deductive amounts of \$2,240.00 for MP 15-05 #1 and \$1,750.00 for MP 14-10 #2.

This project was approved in the fiscal year 2020-2021 budget and the work was completed prior to June 30, 2021. \$755,519.00 was approved for this project and therefore no appropriations are required (Account No. 120-726-5205).

Recommendations:

- 1.) Approve Change Order No. 1 in the amount of \$3,711.41, and authorize the Mayor or her designee to execute the approved change order;
- 2.) Approve Change Order No. 2 in the amount of \$1,525.23, and authorize the Mayor or her designee to execute the approved change order;
- 3.) Approve deductive Change Order No. 3 in the amount of (\$2,310.00);
- 4.) Accept the work performed by San Marino Roof Co., Inc. in the amount of \$689,762.64;
- 5.) Authorize the City Engineer or his designee to execute the Notice of Completion; and
- 7.) Authorize the City Clerk to file a Notice of Completion for the project.

Exhibits:

- A. Change Order No. 1, dated July 22, 2021
 - B. Change Order No. 2, dated July 22, 2021
 - C. Deductive Change Order No. 3, dated July 22, 2021
 - D. Notice of Completion, dated July 22, 2021
-

TH/JN/CL:as

EXHIBIT A

Change Order No. 1, dated July 22, 2021

[Attached]

CITY OF INDUSTRY

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

CHANGE ORDER

Change Order No. 1

Roof Replacement At 15559 Rausch Road
 And 15660 Stafford Street (Post
 Office/Sheriff's Youth Activity), 15651
 Stafford Street (Chamber Of Commerce),
 And 1123 South Hatcher Avenue (Public
 Works Warehouse)

Project Works Warehouse) Contract No. CITY-1464 Date 7/22/2021

Type _____ Contractor San Marino Roof Co., Inc.

Location 15559 Rausch Road & 1123 South Hatcher Avenue

Explanation:

Remove and replace 2 drains at 1123 South Hatcher Avenue, and 2 drains at 15559 Rausch Road.

Extra Work by: _____ 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	Jay R. Smith Drains and Labor	1	\$3,711.41	\$3,711.41	
TOTAL COST				\$3,711.41	

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	\$ 686,836.00		Total T & M \$ -
Total Previous Change Orders	\$ -	0.00%	
Total Change Orders	\$ 3,711.41	0.54%	Pay This CHANGE ORDER \$3,711.41 0.54%

Authorized by _____ Additional Contract Days 0

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

Joshua Nelson Contractor Representative Date 7/6/2021
Joshua Nelson - City Engineer Date

Troy Helling Date 7/6/2021
 Troy Helling - City Manager
Chris Lum Date 6.29.21
 Chris Lum - Construction Manager



2187 North Batavia Street, Orange CA 92865
 PHONE: 714.974.3070 | FAX: 714.282.1137

Change Order Proposal # 1

Project: CITY OF INDUSTRY-CITY 1464 ROOF REPLACEMENT Date: April 15, 2021 COP# 1 Proposal Void After: 30 days
 Description: REMOVE AND REPLACE 2 DRAINS ON HATCHER AND 2 DRAINS ON RAUSCH RD. INSTALLING NEW JAY R. SMITH DRAINS. Ref#: 000000
 THIS IS MATERIAL LABOR

(A) MATERIAL:	Item	Quantity	Unit Price	Extended Amount	Totals
1	2 NEW JRS 1330Y3R-UDC 81/2" ROOF	2	\$ 269.00	\$ 538.00	
2	2 NEW JRS 1010Y04CRCID 16" ROOF	2	\$ 426.00	\$ 852.00	
3				\$ -	
4				\$ -	
5				\$ -	
6				\$ -	
7				\$ -	
8				\$ -	
9				\$ -	
	Sales Tax	7.75%		\$ 107.73	(A) \$ 1,497.73

(B) LABOR:	Reg.Hrs.	Hrs. @	Rate	O.T.(1/2)	Hrs. @	Rate	Extended Amount	Totals
Foreman			62.53				\$ -	
Journeyman	32		57.59				\$ 1,842.88	
Laborer			51.16				\$ -	
								(B) \$ 1,842.88

(C) PROJECT ENGINEERING	Hrs. @	Rate	Extended Amount	Totals
Includes: Procurement, Scheduling, Quality Control, Proposal Preparation				
CARTAGE				
Small Tools: 1%				
Consumable Supplies (screws, plates, etc) 1%				
			0.00	(C)

(D) EQUIPMENT RENTAL, RIGGING & MISC. COSTS	Hrs. @	Rate	Extended Amount	Totals
1				(D)
2				
3				

(E) SUB-TOTAL Subtotal (A,B,C,D) (E) \$ 3,340.61

(F) OVERHEAD & PROFIT 10% of Subtotal (E) (F) \$ 334.06

(G) OTHER COSTS:
 1. _____ (G)
 2. _____

(H) BOND: 1.0% (H) \$ 36.75

(I) SUB-TOTAL Subtotal (E,F,G,H) (I) \$ 3,711.41

(J) LESS: (J)

(K) TOTAL CHANGE ORDER DUE (I&J) (K) \$ 3,711.41

(L) EXTENSION REQUEST TO OUR SCHEDULE: 10 EXTRA DAYS

Approved
 Disapproved
 Other

Authorized By: _____ Date: _____

Note: Contract time and sum shall be adjusted accordingly. Cost shall be limited to the following: cost of material, including sales tax and cost of delivery; cost of labor, including social security, Medicare, unemployment insurance, and fringe benefits required by agreement of customer; worker's or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Plus overhead and profit. Payment for this extra work is due within 30 days from invoice date.



BPS SUPPLY GROUP
215 E BALL ROAD
ANAHEIM, CA 92805-6394
714-772-3200 Fax 714-956-8900

**** INVOICE ****

INVOICE DATE	INVOICE NUMBER
05/17/21	S2817124.001
Remit To:	PAGE NO.
BPS Supply Group PO Box 842876 Dallas, TX 75284-2876	1

BILL TO:
 SAN MARINO ROOF CO INC
 2187 NO BATAVIA
 ORANGE, CA 92865

SHIP TO:
 SAN MARINO ROOF CO INC
 2187 NO BATAVIA
 ORANGE, CA 92865

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDERED BY		SALESPERSON	
30791	21010	SHANE		GARY STEVENS	
WRITER	SHIP VIA	TERMS		SHIP DATE	ORDER DATE
MARK ARNDT	DIRECT	NET 30 DAYS		05/17/21	05/11/21
PRODUCT DESCRIPTION		ORDER QTY	SHIP QTY	NET UNIT PRICE	NET AMOUNT
J R SMITH 1010Y04CRCID 16IN ROOF DRAIN 4 NH OUTLET CID DOME UD CLAMP SUMP REC		2ea	2ea	426.215/ea	852.43
All claims for damages or shortages must be made within 48-hours. All returns require a Return Material Acknowledgement and are subject to our Customer Return Policy.				Subtotal	852.43
				Shipping	0.00
				Handling	0.00
				Sales Tax	66.06
				Amount Due	918.49

Wire and ACH Information:
 Bank of America 222 Broadway New York, NY 10038
 ABA/Routing # 122000661 Account # 001453827237 Swift # BOFAUS3N



BPS SUPPLY GROUP
215 E BALL ROAD
ANAHEIM, CA 92805-6394
714-772-3200 Fax 714-956-8900

**** INVOICE ****

INVOICE DATE	INVOICE NUMBER
04/21/21	S2809488.001
Remit To: BPS Supply Group PO Box 842876 Dallas, TX 75284-2876	PAGE NO. 1

BILL TO:
 SAN MARINO ROOF CO INC
 2187 NO BATAVIA
 ORANGE, CA 92865

SHIP TO:
 SAN MARINO ROOF CO INC
 2187 NO BATAVIA
 ORANGE, CA 92865

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDERED BY		SALESPERSON	
30791	2187	ANDY		GARY STEVENS	
WRITER	SHIP VIA	TERMS		SHIP DATE	ORDER DATE
MARK ARNDT	WILL CALL	NET 30 DAYS		04/21/21	04/14/21
PRODUCT DESCRIPTION		ORDER QTY	SHIP QTY	NET UNIT PRICE	NET AMOUNT
JRS 1330Y3R-UDC ROOF DRAIN 3 NH OUTLET CI DOME 8 1/2IN IS THE SMALLEST ROOF DRAIN 1 DAY ARO ***** TERMS & CONDITIONS PAYMENT TERMS: NET 30 DAYS FOB POINT: SHIPPING POINT FREIGHT TERMS ALL MATERIAL MUST BE IN NEW, SALEABLE CONDITION AND WITHIN NORMAL INVENTORY LEVELS. ***** SPECIAL ORDER MATERIAL IS NON-CANCELABLE, NON-RETURNABLE ***** FREIGHT COSTS ARE ESTIMATES AND MAY CHANGE AT TIME OF PURCHASE AND OR SHIPMENT DUE TO TRANSPORTATION MARKET CONDITIONS. *****: Prepay & Add LEAD TIME: NOTED ABOVE PRICES BASED ON ENTIRE ORDER: YES SUBJECT TO PRIOR SALE: YES Validity Period: 30 Days Additional Notes: RETURNED MATERIAL SUBJECT TO RESTOCK & APPLICABLE FREIGHT, 30		2ea	2ea	269.369/ea	538.74



*** Continued on Next Page ***



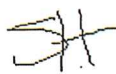
**** INVOICE ****

BPS SUPPLY GROUP
215 E BALL ROAD
ANAHEIM, CA 92805-6394
714-772-3200 Fax 714-956-8900

INVOICE DATE	INVOICE NUMBER
04/21/21	S2809488.001
Remit To: BPS Supply Group PO Box 842876 Dallas, TX 75284-2876	PAGE NO. 2

BILL TO:
 SAN MARINO ROOF CO INC
 2187 NO BATAVIA
 ORANGE, CA 92865

SHIP TO:
 SAN MARINO ROOF CO INC
 2187 NO BATAVIA
 ORANGE, CA 92865

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDERED BY		SALESPERSON	
30791	2187	ANDY		GARY STEVENS	
WRITER	SHIP VIA	TERMS		SHIP DATE	ORDER DATE
MARK ARNDT	WILL CALL	NET 30 DAYS		04/21/21	04/14/21
PRODUCT DESCRIPTION		ORDER QTY	SHIP QTY	NET UNIT PRICE	NET AMOUNT
DAY RETURN POLICY INBOUND FREIGHT		1ea	1ea	18.430/ea	18.43
4/21/2021 11:42:27 PM  SHANE All claims for damages or shortages must be made within 48-hours. All returns require a Return Material Acknowledgement and are subject to our Customer Return Policy.					
				Subtotal	557.17
				Shipping	0.00
				Handling	0.00
				Sales Tax	43.18
				Amount Due	600.35

Wire and ACH Information:
 Bank of America 222 Broadway New York, NY 10038
 ABA/Routing # 122000661 Account # 001453827237 Swift # BOFAUS3N

EXHIBIT B

Change Order No. 2, dated July 22, 2021

[Attached]

CITY OF INDUSTRY

CHANGE ORDER

15551 E. Stafford St.
 City of Industry, CA 91744
 (626)333-2211

Change Order No. 2

Roof Replacement At 15559 Rausch Road
 And 15660 Stafford Street (Post
 Office/Sheriff's Youth Activity), 15651
 Stafford Street (Chamber Of Commerce),
 And 1123 South Hatcher Avenue (Public
 Works Warehouse)

Contract No. CITY-1464

Date 7/22/2021

Type
 Project Roof Replacement

Contractor San Marino Roof Co., Inc.

Location 15559 Rausch Road

Explanation:

Change the Densdeck thickness from 1/4" to 1/2" to raise the height to improve drainage.

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	1/2" Densdeck	1	\$1,525.23	\$1,525.23	
TOTAL COST				\$1,525.23	

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)			Other Additive (Profit & Bond Fee)	
CHANGE ORDER SUMMARY			Total T & M	\$ -
Original Contract Amount	\$ 686,836.00	% of Contract Amount	Pay This CHANGE ORDER	\$1,525.23 0.22%
Total Previous Change Orders	\$ 3,711.41	0.54%		
Total Change Orders	\$ 5,236.64	0.76%		

Authorized by _____ Additional Contract Days 0

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

Joshua Nelson Contractor Representative
 Date 7/6/2021
 Joshua Nelson City Engineer

Troy Helling City Manager
 Date 7/6/2021
 Troy Helling City Manager
Chris Lum Construction Manager
 Date 6-29-21



2187 North Batavia Street, Orange CA 92865
 PHONE: 714.974.3070 | FAX: 714.282.1137

Change Order Proposal # 2

Project: CITY OF INDUSTRY-CITY 1464 ROOF REPLACEMENT Date: May 17, 2021 COP# 2 Proposal Void After: 30 days
 Description: CHANGE DENSDECK THICKNESS FROM 1/4" TO 1/2" TO GET THWE HEIGHT OF THE DRAIN BOWLS SO WATER CAN DRAIN. Ref#: 000000
 INCLUDES EXTRA COST OF MATERIAL AND DELIVERY FOR 15559 RAUSCH RD.

(A) MATERIAL:	Item	Quantity	Unit Price	Extended Amount	Totals
1	1/2 INCH DENSDECK DIFFERENCE	137	\$ 9.30	\$ 1,274.10	
2				\$ -	
3				\$ -	
4				\$ -	
5				\$ -	
6				\$ -	
7				\$ -	
8				\$ -	
9				\$ -	
	Sales Tax		7.75%	\$ 98.74	(A) \$ 1,372.84

(B) LABOR:	Reg.Hrs.	Rate	O.T.(1/2)	Rate	Extended Amount	Totals
Foreman		Hrs. @ 62.53		Hrs. @	\$ -	
Journeyman		Hrs. @ 57.59		Hrs. @	\$ -	
Laborer		Hrs. @ 51.16		Hrs. @	\$ -	(B) \$ -

(C) PROJECT ENGINEERING	Hrs.	Rate	Extended Amount	Totals
Includes: Procurement, Scheduling, Quality Control, Proposal Preparation				
CARTAGE				
Small Tools: 1%				
Consumable Supplies (screws, plates, etc) 1%				
			0.00	(C) \$ -

(D) EQUIPMENT RENTAL, RIGGING & MISC. COSTS	Hrs.	Rate	Extended Amount	Totals
1				
2				
3				

(E) SUB-TOTAL Subtotal (A,B,C,D) (E) \$ 1,372.84

(F) OVERHEAD & PROFIT 10% of Subtotal (E) (F) \$ 137.28

(G) OTHER COSTS:
 1. _____ (G) _____
 2. _____ (G) _____

(H) BOND: 1.0% (H) \$ 15.10

(I) SUB-TOTAL Subtotal (E,F,G,H) (I) \$ 1,525.23

(J) LESS: (J) _____

(K) TOTAL CHANGE ORDER DUE (I&J) (K) \$ 1,525.23

(L) EXTENSION REQUEST TO OUR SCHEDULE: 10 EXTRA DAYS

<input type="checkbox"/>	Approved	Authorized By:	<input type="text"/>	Date:	<input type="text"/>
<input type="checkbox"/>	Disapproved				
<input type="checkbox"/>	Other				

Note: Contract time and sum shall be adjusted accordingly. Cost shall be limited to the following; cost of material, including sales tax and cost of delivery; cost of labor, including social security, Medicare, unemployment insurance, and fringe benefits required by agreement of customer; worker's or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Plus overhead and profit. Payment for this extra work is due within 30 days from invoice date.



ELITE ROOFING SUPPLY
 33046 Calle Aviator
 San Juan Capistrano, CA 92675-
 Phone: (949)-669-1620

SJC0000813036

Account: SAN001 0001
 Branch: CASNJNCP
 Phone: (714)-974-3070
 Fax: (714)-282-1137

BILL TO:
 SAN MARINO ROOF CO., INC.
 2187 N BATAVIA
 ORANGE CA 92865-3103

SHIP TO:
 SAN MARINO ROOF CO., INC.
 2187 N BATAVIA
 INDUSTRY CA 92865-3103

PO:		REF:		JOB: DENSDECK		SHIP VIA: Our Truck		FRT TERM:	
CLOSE DATE: 07/14/21		SALES JESTRADA AGENTS		TYPE: Delivery QUOTED FOR: ANDY QUOTED BY: JESTRADA					
QUANTITY	UOM	ITEM/DESCRIPTION				PRICE/UOM	AMOUNT		
344	PC	GEODD1248 1/2"x4'x8' GP DNS DCK GEORGIA PACIFIC DENSDECK 1/2" 4'x8'				21.46/PC	7,382.24		
		SUBTOTAL					85.00		
		DELIVERY CHARGE					35.00		
		FUEL CHARGE					572.12		
		Sales Tax				7.75%			
						Total	\$8,074.36		

(Only 137 PC for Rausch)

EXHIBIT C

Deductive Change Order No. 3, dated July 22, 2021

[Attached]

CITY OF INDUSTRY

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

CHANGE ORDER

Change Order No. 3

Roof Replacement At 15559 Rausch Road
 And 15660 Stafford Street (Post
 Office/Sheriff's Youth Activity), 15651
 Stafford Street (Chamber Of Commerce),
 And 1123 South Hatcher Avenue (Public
 Works Warehouse)

Project Works Warehouse)

Contract No. CITY-1464

Date 7/22/2021

Type

Project Roof Replacement

Contractor San Marino Roof Co., Inc.

Location 15559 Rausch Rd., 15660 Stafford St. & 1123 Hatcher Ave.

Explanation:

Final Field measured bid quantities

Extra Work by: X Contract Items Negotiated T & M

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Bid Quantities Overruns	1	\$1,680.00	\$1,680.00	
2	Bid Quantities Underruns	1	(\$3,990.00)		(\$3,990.00)
TOTAL COST				(\$2,310.00)	

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)			Other Additive (Profit & Bond Fee)	
CHANGE ORDER SUMMARY			Total T & M	\$ -
Original Contract Amount	\$ 686,836.00	% of Contract Amount	Pay This	
Total Previous Change Orders	\$ 5,236.64	0.76%	CHANGE ORDER	(\$2,310.00) -0.34%
Total Change Orders	\$ 2,926.64	0.43%		

Authorized by _____

Additional Contract Days 0

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

Joshua Nelson 7/6/2021
 Contractor Representative Date
Joshua Nelson - City Engineer Date

Troy Helling 7/6/2021
 City Manager Date
Chris Lum 6.29.21
 Construction Manager Date



2187 North Batavia Street, Orange CA 92865
 PHONE: 714.974.3070 | FAX: 714.282.1137

Change Order Proposal # 3

Project: CITY OF INDUSTRY-CITY 1464 ROOF REPLACEMENT Date: April 28, 2021 COP# 3 Proposal Void After: 30 days
 Description: REMOVED AND REPLACED ROITED PLYWOOD 21 SHEETS EXTRA OVER 10 SHEET IN THE BID FOR HATCHER. Ref #: 000000

(A) MATERIAL:	Item	Quantity	Unit Price	Extended Amount	Totals
1	4 X 8 1/2" CDX PLYWOOD	21	\$ 80.00	\$ 1,680.00	
2				\$ -	
3				\$ -	
4				\$ -	
5				\$ -	
6				\$ -	
7				\$ -	
8				\$ -	
9				\$ -	
Sales Tax					(A) \$ 1,680.00

(B) LABOR:	Reg.Hrs.	Rate	O.T.(1/2)	Rate	Extended Amount	Totals
Foreman		Hrs. @ 62.53		Hrs. @	\$ -	
Journeyman		Hrs. @ 57.59		Hrs. @	\$ -	
Laborer		Hrs. @ 51.16		Hrs. @	\$ -	(B) \$ -

(C) PROJECT ENGINEERING	Hrs.	Rate	Extended Amount	Totals
Includes: Procurement, Scheduling, Quality Control, Proposal Preparation			0.00	
CARTAGE				
Small Tools: Consumable Supplies (screws, plates, etc)	1%	of labor cost		(C)

(D) EQUIPMENT RENTAL, RIGGING & MISC. COSTS	Hrs.	Rate	Extended Amount	Totals
1				(D)
2				
3				

(E) SUB-TOTAL Subtotal (A,B,C,D) (E) \$ 1,680.00

(F) OVERHEAD & PROFIT of Subtotal (E) (F) \$ -

(G) OTHER COSTS:
 1. _____ (G) _____
 2. _____ (G) _____

(H) BOND: _____ (H) \$ -

(I) SUB-TOTAL Subtotal (E,F,G,H) (I) \$ 1,680.00

(J) LESS: _____ (J) _____

(K) TOTAL CHANGE ORDER DUE (I&J) (K) \$ 1,680.00

(L) EXTENSION REQUEST TO OUR SCHEDULE: 10 EXTRA DAYS

<input type="checkbox"/>	Approved	Authorized By: _____	Date: _____
<input type="checkbox"/>	Disapproved		
<input type="checkbox"/>	Other		

Note: Contract time and sum shall be adjusted accordingly. Cost shall be limited to the following; cost of material, including sales tax and cost of delivery; cost of labor, including social security, Medicare, unemployment insurance, and fringe benefits required by agreement of customer; worker's or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Plus overhead and profit. Payment for this extra work is due within 30 days from invoice date.

EXHIBIT D

Notice of Completion, dated July 22, 2021

[Attached]



CITY OF INDUSTRY

- Civic Recreational-Industrial Authority
- Industry Public Utilities Commission
- Successor Agency to the Industry Urban-Development Agency
15625 East Stafford Street, City of Industry, CA 91744

Notification of Construction Completion

Roof Replacement at 15559 Rausch Rd., 15660 & Project: 15661 Stafford St. and 1123 S. Hatcher Avenue **Date: July 22, 2021**

Contract _____ **Contract No.: CITY-1464**

Contractor: San Marino Roof Co. Inc.

As a result of an inspection conducted on **06/22/2021** the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

Acceptance of completed construction work shall not relieve the contractor from other requirements of the contract documents.

Accepted by
Contractor

<i>Andy Torrey</i>	Printed Name	<i>Andy Torrey</i>	Signature	<i>Project Manager</i>	Title	<i>6/29/21</i>	Date
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Recommended by Project Engineer	Arlene Lopez	Printed Name	<i>Arlene Lopez</i>	Signature	Project Engineer	Title	<i>6/29/21</i>	Date
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Recommended by Project Inspector	Shaun Malganji	Printed Name	<i>Shaun Malganji/as</i>	Signature	Project Inspector	Title	<i>6/29/2021</i>	Date
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Recommended by Project Manager	Chris Lum	Printed Name	<i>[Signature]</i>	Signature	Construction Manager	Title	<i>6.29.21</i>	Date
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Recommend by Public Agency	Joshua Nelson	Printed Name	<i>JN</i>	Signature	City Engineer	Title	<i>6/30/2021</i>	Date
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Approved by Public Agency	Troy Helling	Printed Name	<i>Jm for Troy</i>	Signature	City Manager	Title	<i>6/30/2021</i>	Date
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CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*
Arlene Lopez, Project Manager, CNC Engineering

DATE: July 22, 2021

SUBJECT: Consideration of authorization to advertise for public bids for Contract No. CITY-1475, Annual Pavement Rehabilitation FY 21, for an estimated cost of \$605,000.00

Background:

Staff have prepared plans and specifications for the Annual Pavement Rehabilitation project. This project will be implemented as Contract No. CITY-1475 subject to the approval by the City Council.

Discussion:

The scope of work involves the resurfacing of various City streets including Chestnut Street, Cortney Court, and Wallace Avenue. The scope of work consists of cold milling 2 inches of existing asphalt concrete ("AC") pavement, constructing AC pavement overlay, repairing broken curbs, gutters, driveways, and sidewalks, upgrading curb ramps to current ADA standards, adjusting existing utilities to the finish grade, and pavement markings and striping. Staff requests the authorization to advertise the project for public bid with an engineers estimate of \$605,000.00.

Fiscal Impact:

The estimated cost for this project is \$605,000.00.

Recommendation:

It is hereby recommended that the City Council approve the plans and specifications and authorize the solicitation of public bids.

Exhibits:

- A. Notice Inviting Bids
- B. Engineer's Estimate
- C. Section A – Pages A-1 through A-8
- D. Reduced Set of Project Plans

TH/JN/AL:jf

EXHIBIT A

Notice Inviting Bids

[Attached]

NOTICE INVITING BIDS FOR:

**CITY OF INDUSTRY
PROJECT NO. MP 20-04**

Annual Pavement Rehabilitation FY 21

CONTRACT NO. CITY-1475

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **11:00 a.m.** on **August 31, 2021**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <https://www.planetbids.com/portal/portal.cfm?CompanyID=29042>.

Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Free digital versions of the plans and specifications are available on the vendor portal. Hard copies are no longer available for purchase.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A - General Engineering** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **CITY** reserves the right to award the contract to the contractor with another license class if the **CITY** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

(Continued)

The Scope of Work is as follows: Resurfacing of various city streets including Railroad Avenue, Chestnut Street, Newquist Place, Cortney Court, and Wallace Avenue. Work consists of cold milling 2" of existing AC pavement, constructing AC pavement overlay, repair of broken curbs, gutters, driveways, and sidewalks, upgrading curb ramps to current ADA standards, adjustment of existing utilities to finish grade, and pavement markings and striping.

Plans and Specifications are available for inspection at the City of Industry City Hall located at 15625 Mayor Dave Way, City of Industry, California 91744. City Hall Hours are: Monday-Thursday, 8:00 a.m. to 5:00 p.m. and Fridays from 8:00 a.m. to 4:00 p.m.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **August 17, 2021 at 5:00 p.m.**

**CITY OF INDUSTRY
PROJECT NO. MP 20-04**

Annual Pavement Rehabilitation FY 21

CONTRACT NO. CITY-1475

Each bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, made payable to the **CITY OF INDUSTRY**.

The contractor may, at his own expense, substitute securities for monies to be withheld to ensure performance under the contract.

By the order of the **CITY OF INDUSTRY** dated **July 22, 2021**

Julie Gutierrez-Robles, City Clerk

EXHIBIT B

Engineer's Estimate

[Attached]

ESTIMATE FOR:

CITY OF INDUSTRY

PROJECT NO. MP 20-04

Annual Pavement Rehabilitation FY 21

CONTRACT NO. CITY-1475

**ENGINEER'S ESTIMATE
\$605,000.00**

EXHIBIT C

Section A – Pages A-1 through A-8

[Attached]

SECTION A

**CITY OF INDUSTRY
PROJECT NO. MP 20-04**

Annual Pavement Rehabilitation FY 21

CONTRACT NO. CITY-1475

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **11:00 a.m. on August 31, 2021**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <https://www.planetbids.com/portal/portal.cfm?CompanyID=29042>.

Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Free digital versions of the plans and specifications are available on the vendor portal. Hard copies are no longer available for purchase.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A - General Engineering** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **CITY** reserves the right to award the contract to the contractor with another license class if the **CITY** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

The Scope of Work is as follows: Resurfacing of various city streets including Railroad Avenue, Chestnut Street, Newquist Place, Cortney Court, and Wallace Avenue. Work consists of cold milling 2" of existing AC pavement, constructing AC pavement overlay, repair of broken curbs, gutters, driveways, and sidewalks, upgrading curb ramps to current ADA standards, adjustment of existing utilities to finish grade, and pavement markings and striping.

Plans and Specifications are available for inspection at City of Industry City Hall located at 15625 Mayor Dave Way, City of Industry, California 91744. City Hall Hours are: Monday-Thursday, 8:00 a.m. to 5:00 p.m. and Fridays from 8:00 a.m. to 4:00 p.m.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **August 17, 2021 at 5:00 p.m.**

The bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **CITY OF INDUSTRY**. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the CITY. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited. If the bid guarantee is a Cashier's Check it must be delivered to City Hall prior to the bid opening date and time. The Cashier's Check shall be sealed in an envelope, endorsed as follows: CITY-1475 - Annual Pavement Rehabilitation FY 21, City of Industry City Hall, 15625 Mayor Dave Way, City of Industry, California 91744. If a bid bond is chosen, a scanned PDF will be accepted through PlanetBids™, however, the three apparent low bidders will be contacted to submit the original bid bond and signed bid package to the City and will be given a deadline to submit.

The CITY may, upon refusal or failure of a successful responsible bidder to accept the contract, award it to the next lowest bidder. If the CITY awards the contract to the second lowest bidder, the amount of the lowest bidder's bid guarantee shall be applied by the CITY to the difference between the low bid and the second lowest bid; the surplus, if any, shall be returned to the lowest bidder if cash is used, or to the surety company if a bond is used.

The successful bidder will be required to furnish a labor and materials bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price. A maintenance bond equal to ten percent (10%) of the total bid price amount is to remain in force for one (1) year after the date of completion of work, shall be submitted prior to execution of contract. The above bonds shall be secured by a surety company satisfactory to the CITY, and licensed as a Surety Insurer in the State of California and rated at least B+:V in the latest "Best's Insurance Guide." The attached bond forms shall be used without exception.

CONTRACTOR

INSURANCE

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

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

Contractor shall provide the following types and amounts of insurance:

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

General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$5,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

Umbrella or Excess CGL Insurance. If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of

California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

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

Other provisions or requirements:

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

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

Primary/Noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to

contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's risk manager.

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

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

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

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

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

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

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

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

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

City's Right to Revise Requirements. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

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

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

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

EXPERIENCE AND SAFETY

The successful bidder may be required to submit a statement attesting to its financial responsibility, technical ability, experience, and safety record.

PREVAILING WAGES

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 ", for Los Angeles County. Wage rates shall conform to those on file at City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - (i) Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
 - (ii) Section 1777.4, Apprenticeship Requirements.
 - (iii) Section 1777.5, Apprenticeship Requirements.
 - (iv) Section 1813, Penalty for Failure to Pay Overtime.
 - (v) Section 1810 and 1811, Working Hour Restrictions.
 - (vi) Section 1775, Payroll Records.
 - (vii) Section 1773.8, Travel and Subsistence Pay.

CONTRACTOR REGISTRATION PROGRAM

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

LABOR COMPLIANCE MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

AGREEMENT

When the award of a contract is made to a corporation, the Agreement must be signed by the Secretary/Treasurer of the corporation in addition to the signature of the President/Vice President, or the public agency needs to receive a copy of a resolution adopted by the Board of Directors of the corporation indicating that the party executing the contract has the authority to bind the corporation.

SURETY BONDS

All surety bonds issued in connection with projects for public works must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The power of attorney and the bonds must be executed by the same person, and such signatures shall be notarized.

By the order of the **CITY OF INDUSTRY** dated **July 22, 2021**.

Julie Gutierrez-Robles, City Clerk

EXHIBIT D

Reduced Set of Project Plans

[Attached]

CITY OF INDUSTRY IMPROVEMENT PROJECT NO. MP 20-04 ANNUAL STREET REHABILITATION FY 2021 CONTRACT NO. CITY-1475

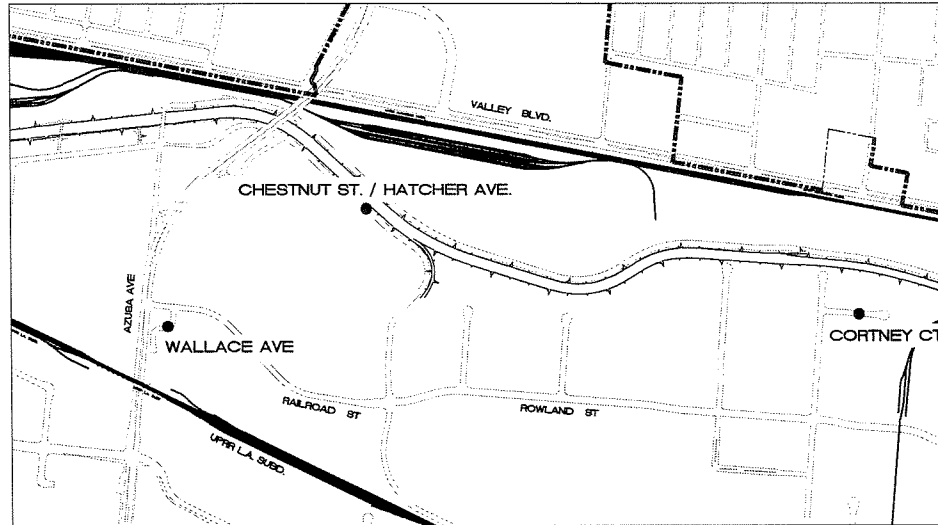
GENERAL NOTES

1. UNLESS OTHERWISE NOTED, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2018 EDITION WITH ALL CURRENT SUPPLEMENTS, PUBLISHED BY BUILDING NEWS INC., LOCATED AT 890 PARK CENTER DRIVE, SUITE 5, VISTA, CA 92081 AND APPROPRIATE STANDARD DRAWINGS.
2. PRIOR TO BEGINNING OF ANY WORK, OBTAIN A PERMIT FROM THE CITY OF INDUSTRY, 15651 E. STAFFORD STREET, CITY OF INDUSTRY, CA 91744, (626) 333-2211.
3. ALL WORK COVERED BY THIS PLAN SHALL BE INSPECTED BY THE CITY ENGINEER. REQUEST FOR INSPECTION SERVICE SHALL BE MADE 24-HOURS IN ADVANCE AT (626) 333-0336.
4. STREET IMPROVEMENT CONSTRUCTION SHALL BE DONE ACCORDING TO THE STANDARD PLANS OF THE CITY OF INDUSTRY, AVAILABLE AT THE OFFICE OF THE CITY ENGINEER AT 15651 E. STAFFORD STREET, CITY OF INDUSTRY, CA 91744, (626) 333-2211.
5. WORK IN EXISTING STREETS SHALL BE COMPLETED AS SOON AS POSSIBLE TO MINIMIZE INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND THE TRAVELING PUBLIC. FAILURE TO COMPLY WITH THIS REQUIREMENT IS A VIOLATION OF CITY ORDINANCE.
6. THE CONTRACTOR SHALL NOTIFY THE LOS ANGELES COUNTY FIRE DEPARTMENT (626) 988-1978 AND THE LOS ANGELES SHERIFF DEPARTMENT (626) 330-1322 AT THE CITY OF INDUSTRY SUBSTATION AT LEAST 48-HOURS PRIOR TO START OF WORK.
7. 48-HOURS PRIOR TO ANY STREET WORK, THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT AT 1 (909) 422-4133 AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
8. THE OPTION OF USING SLAG OR CRUSHED MISC. BASE (CMB) IN LIEU OF CRUSHED AGGREGATE BASE FOR ANY STREET IMPROVEMENT IS NOT ALLOWED.
9. EXISTING CONCRETE IMPROVEMENTS AND ASPHALT CONCRETE PAVEMENT SHALL BE SAW CUT FULL DEPTH, TO A TRUE LINE WHERE NEW CONCRETE OR ASPHALT IS TO GO IN.
10. ALL MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE IN ACCORDANCE WITH SECTION 403 OF THE STANDARD SPECIFICATIONS. CONTRACTOR SHALL NOTIFY COUNTY SANITATION DISTRICT OF LOS ANGELES COUNTY (CSO), SUPERINTENDENT OF MAINTENANCE AT (626) 458-4357 A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK IN THE AREA OF THEIR MANHOLES. CONTRACTOR SHALL ASSIST IN THE ADJUSTMENT OF MANHOLES IN ACCORDANCE WITH THEIR PROCEDURES S-1282, REV. 9/88.
11. THE CONTRACTOR SHALL PROTECT AND RESTORE EXISTING UTILITIES AND IMPROVEMENTS AS PER SECTION 400-2 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES OF EVERY NATURE WHETHER SHOWN HEREON OR NOT TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF SAID UTILITIES DAMAGED BY OPERATIONS IN CONNECTION WITH THE PROSECUTION OF THE WORK.
13. THE FOLLOWING IS A LIST OF THE UTILITY COMPANIES AND THE PERSONS TO CONTACT REGARDING THE RESPECTIVE UTILITIES WITHIN THE LIMITS OF THIS PROJECT:

MR. JIM BOLLER FRONTIER CALIFORNIA INC	(909) 469-6333
MR. PAUL GARAVITO JR. SAN GABRIEL VALLEY WATER COMPANY	(909) 201-7349
MR. MICHAEL COVARRUBIAS SD. CALIFORNIA GAS COMPANY	(714) 634-7260
MR. MICHAEL BYRD (DISTRIBUTION) SOUTHERN CALIFORNIA EDISON	(909) 592-3725
MR. ANTHONY HOWARD SANITATION DISTRICT OF L.A. COUNTY	(562) 908-4288
MS. SHERYL L. SHAW WALNUT VALLEY WATER DISTRICT	(909) 555-1268
14. ANY CONTRACTOR OR SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS. WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.

NOTICE TO CONTRACTOR

APPROVAL OF THIS PLAN BY THE ENGINEER AND CITY ENGINEER DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATION OF OR THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS.



VICINITY MAP
NOT TO SCALE

CONSTRUCTION NOTES:

- ① - COLD MILL AC PAVEMENT, 2" THICK.
- ② - COLD MILL AC PAVEMENT, 3.5" THICK.
- ③ - CONSTRUCT 3" AC PAVEMENT OVERLAY.
- ④ - CONSTRUCT 2" AC SURFACE COURSE (C2-PC 64-10) ON 1.5" AC LEVELING COURSE (D1-PG 64-10).
- ⑤ - SAWCUT AND REMOVE EXISTING SIDEWALK, INCLUDING BASE.
- ⑥ - SAWCUT AND REMOVE EXISTING CURB AND GUTTER, INCLUDING BASE.
- ⑦ - SAWCUT AND REMOVE EXISTING DRIVEWAY, INCLUDING BASE.
- ⑧ - SAWCUT AND RECONSTRUCT PEDESTRIAN RAMP PER CALTRANS STANDARD PLAN NO. ASBA, CASE PER PLAN.
- ⑨ - FINISH AND INSTALL DETECTABLE WARNING SURFACE PER CALTRANS STANDARD PLAN NO. ASBA.
- ⑩ - ADJUST SEWER MANHOLE FRAME AND COVER TO FINISH GRADE.
- ⑪ - ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO FINISH GRADE.
- ⑫ - CONSTRUCT DRIVEWAY PER CITY OF INDUSTRY STD PLAN NO. 114.
- ⑬ - CONSTRUCT 8" CURB AND GUTTER PER CITY OF INDUSTRY STD. PLAN NO. 112, TYPE PER PLAN.
- ⑭ - CONSTRUCT 4" PCC SIDEWALK PER CITY OF INDUSTRY STD. PLAN 115.
- ⑮ - CONSTRUCT STREET PAVE-OUT PER CITY OF INDUSTRY STD. PLAN 111.
- ⑯ - PAINT CURB RED.
- ⑰ - RESTORE INTERFERING TRAFFIC LOOP.

SPECIAL NOTATIONS:

- ⬢ - PROTECT IN PLACE
- ⬢ - EXISTING WATER VALVE COVER TO BE ADJUSTED TO GRADE BY OTHERS
- ⬢ - EXISTING GAS VALVE COVER TO BE ADJUSTED TO GRADE BY OTHERS
- ⬢ - EXISTING COMM LINE COVER TO BE ADJUSTED TO GRADE
- ⬢ - EXISTING MONITORING WELL TO BE ADJUSTED TO GRADE

SYMBOLS AND LEGEND:

<ul style="list-style-type: none"> ===== NEW CURB & GUTTER ===== EXIST. CURB & GUTTER ⊗ EXIST. STORM DRAIN MANHOLE ⊗ EXIST. WATER VALVE ⊗ EXIST. TELEPHONE MANHOLE ⊗ EXIST. TELEPHONE VAULT ⊗ EXIST. ELECTRICAL MANHOLE ⊗ EXIST. ELECTRICAL VAULT ⊗ EXIST. SEWER MANHOLE ⊗ EXIST. SIGN ⊗ EXIST. POWER POLE ⊗ EXIST. CATCH BASIN ⊗ EXIST. STREET LIGHT ⊗ NEW AC PAVEMENT 	<ul style="list-style-type: none"> — E — EXIST. EDISON LINE — SL — EXIST. STREET LIGHT ELECT. LINE — TS — EXIST. TRAFFIC SIGNAL ELECT. LINE — TL — EXIST. TRAFFIC LOOP ELECT. LINE — T — EXIST. TEL. LINE — G — EXIST. GAS LINE — W — EXIST. WATER LINE — SD — EXIST. STORM DRAIN LINE — S — EXIST. SEWER LINE — X — EXIST. CHAIN LINK FENCE ⊗ EXIST. DRIVEWAY ⊗ EXIST. FIRE HYDRANT ⊗ EXIST. TREE
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INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1	TITLE SHEET, VICINITY MAP, GENERAL NOTES, CONSTRUCTION NOTES, INDEX OF DRAWINGS, NOTICE TO CONTRACTOR AND LEGEND
2	STREET IMPROVEMENT PLAN - CHESTNUT STREET / HATCHER AVENUE
3	STREET IMPROVEMENT PLAN - CHESTNUT STREET / HATCHER AVENUE
4	STREET IMPROVEMENT PLAN - CHESTNUT STREET / HATCHER AVENUE
5	STREET IMPROVEMENT PLAN - CHESTNUT STREET / HATCHER AVENUE
6	STRIPING PLAN - CHESTNUT STREET / HATCHER AVENUE
7	STRIPING PLAN - CHESTNUT STREET / HATCHER AVENUE
8	STREET IMPROVEMENT AND STRIPING PLAN - CORTNEY COURT
9	STREET IMPROVEMENT AND STRIPING PLAN - WALLACE AVENUE

DRAFT PLAN

CITY OF INDUSTRY

APPROVED BY:	DATE:	CITY ENGINEER	DATE:	CITY MANAGER	DATE:
JONIA L. NELSON, R.C.E. 6690		TRUY HELLING			

ANNUAL STREET REHABILITATION FY 2021

**TITLE SHEET, VICINITY MAP, GENERAL NOTES,
CONSTRUCTION NOTES, LEGEND, ABBREVIATION
AND NOTICE TO CONTRACTOR**

DESIGNED BY:	CHECKED BY:	J.C. JOB NO.	MP 20-04
DRAFTED BY:	R.L.L. DATE:	JUNE 2021	CONTRACT NO. CITY-1475



CITY OF INDUSTRY

INCORPORATED JUNE 18, 1957
P.O. Box 3366, City of Industry, California 91744
Administrative Offices: 15651 E. Stafford Street
(626) 333-2211



Prepared by:

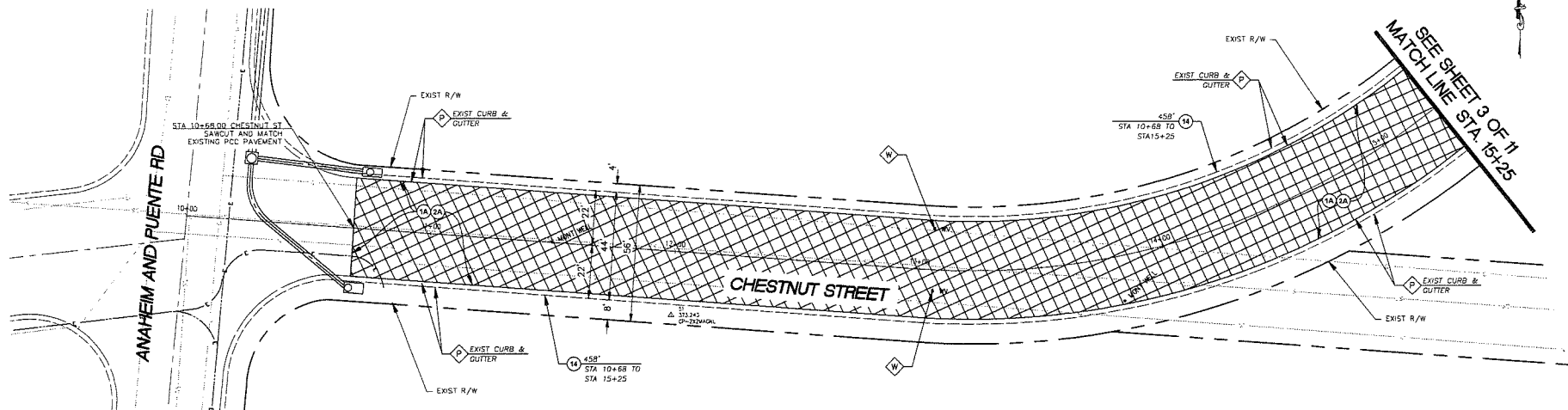


255 N. Hollywood Blvd. Ste. 222
City of Industry, CA 91744
P.O. Box 3366
www.cncr.org

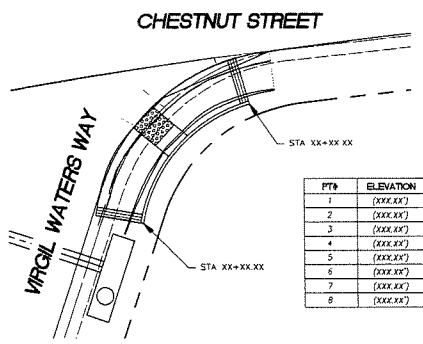
JAMES R. GRAMSE, R.C.E. 59785 DATE

CONTRACT NO. CITY-1475

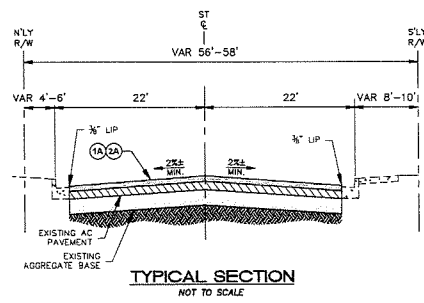
C:\Users\jw004\OneDrive\Documents\811\Projects\Rehabilitation of 21\MapSheet3_Chestnut_51\Original_Sheets



SEE SHEET 3 OF 11
MATCH LINE STA. 15+25



CURB RAMP DETAIL
SCALE: 1" = 10'



LEGEND:

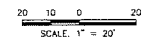
- AC/PCC REMOVAL
- COLD MILL AC PAVEMENT

SPECIAL NOTATIONS:

- PROTECT IN PLACE
- EXISTING WATER VALVE COVER TO BE ADJUSTED TO GRADE
- EXISTING COMM LINE COVER TO BE ADJUSTED TO GRADE
- EXISTING MONITORING WELL TO BE ADJUSTED TO GRADE

CONSTRUCTION NOTES:

- 1A) COLD MILL AC PAVEMENT, 3.5" THICK.
- 2A) CONSTRUCT 2" AC SURFACE COURSE (C2-PG 64-10) ON 1.5" AC LEVING COURSE (D1-PG 64-10).
- 3) SAWCUT AND REMOVE EXISTING SIDEWALK, INCLUDING BASE.
- 4) SAWCUT AND REMOVE EXISTING CURB AND GUTTER, INCLUDING BASE.
- 5) SAWCUT AND RECONSTRUCT PEDESTRIAN RAMP PER CALTRANS STANDARD PLAN NO. AB8A, CASE PER PLAN.
- 7) FURNISH AND INSTALL DETECTABLE WARNING SURFACE PER CALTRANS STANDARD PLAN NO. AB8A.
- 8) ADJUST SEWER MANHOLE FRAME AND COVER TO FINISH GRADE.
- 9) ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO FINISH GRADE.
- 11) CONSTRUCT 8" CURB AND GUTTER PER CITY OF INDUSTRY STD. PLAN NO. 112, TYPE PER PLAN.
- 12) CONSTRUCT 4" PCC SIDEWALK PER CITY OF INDUSTRY STD. PLAN 115.
- 13) CONSTRUCT STREET PAVE-OUT PER CITY OF INDUSTRY STD. PLAN 111.
- 14) PAINT CURB RED.
- 15) RESTORE INTERFERING TRAFFIC LOOP.



DRAFT PLAN

CITY OF INDUSTRY

APPROVED BY: _____ DATE: _____
 JOHNA L. NELSON, P.C.E. 00009 CITY ENGINEER

ANNUAL STREET REHABILITATION FY 2021

CHESTNUT STREET / HATCHER AVENUE STREET IMPROVEMENT PLAN

DESIGNED BY: ALL CHECKED BY: J.C. JOB NO. MP 20-04
 DRAFTED BY: RLL DATE: JUNE 2021 CONTRACT NO. CITY-1475 SHEET 2 OF 9

NO.	DATE	REVISIONS	OK BY

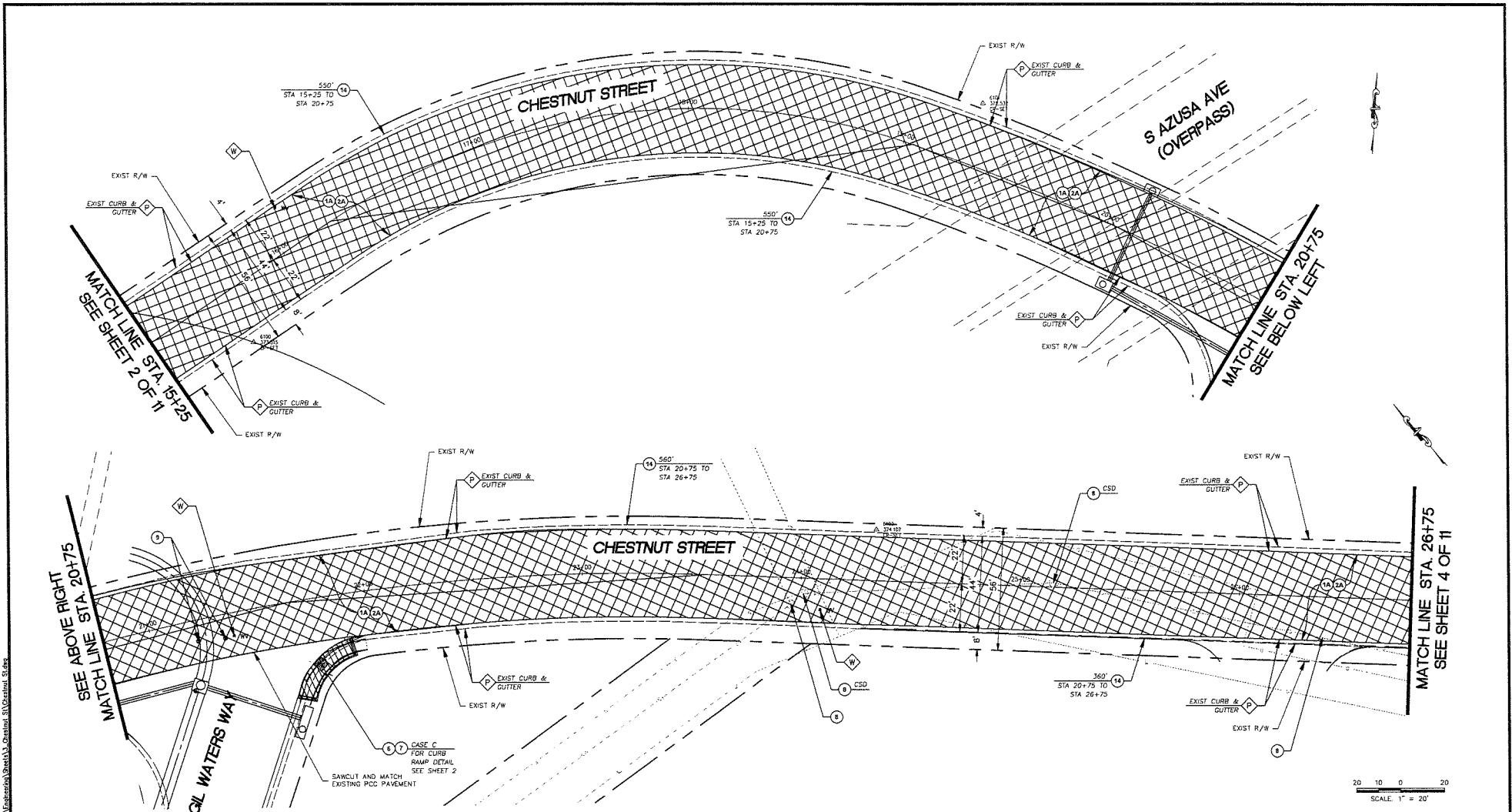


Prepared by:
ACNC
 255 N. Hacienda Blvd | Ste 222
 City of Industry | CA 91744
 P | 626-333-3334
 www.acnc-inc.com

JAMES R. CRANSW, P.C.E. 58785 DATE



CONTRACT NO. CITY-1475



20 10 0 20
SCALE: 1" = 20'

NOTES:
1. FOR LEGEND, SPECIAL AND CONSTRUCTION NOTES, SEE SHEET 2 OF 11.

NO.	DATE	REVISIONS	OK BY



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City of Industry | CA 91744
P | 626.333.0206
www.cnc-mfg.com

DRAFT PLAN

CITY OF INDUSTRY

APPROVED BY: _____ DATE: _____
APRIL L. WALSON, P.E. 00220 CITY ENGINEER
ANNUAL STREET REHABILITATION FY 2021

CHESTNUT STREET / HATCHER AVENUE STREET IMPROVEMENT PLAN

DESIGNED BY: A.L. CHECKED BY: J.C. JOB NO. MP 20-04 SHEET 3 OF 9
DRAFTED BY: R.L.L. DATE: JUNE 2021 CONTRACT NO. CITY-1475



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CONTRACT NO. CITY-1475

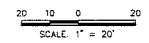
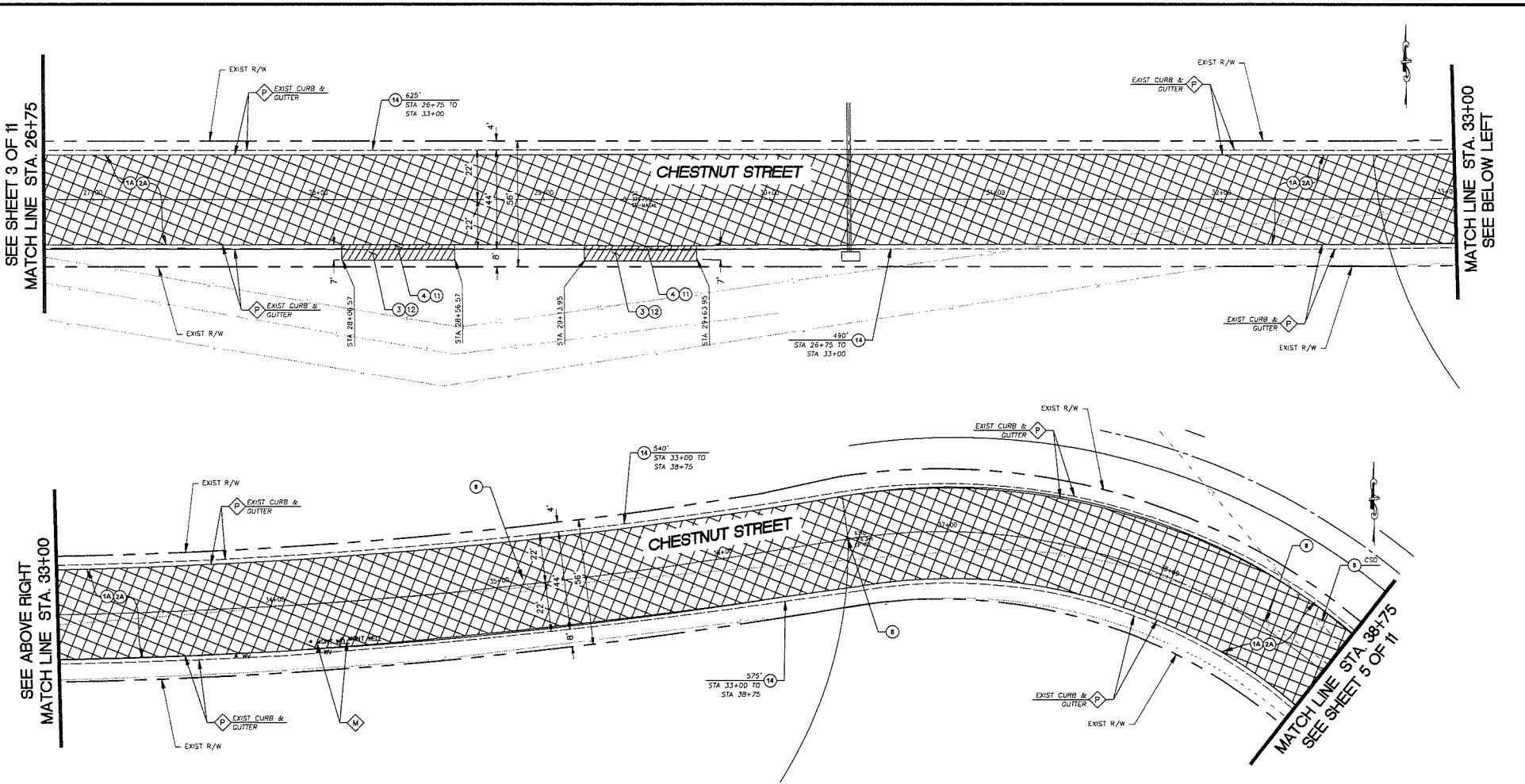
© Wilson 2024 Annual Report Rehabilitation FY 21 (Gridsheet) Sheet 11 - Chestnut Street

SEE SHEET 3 OF 11
MATCH LINE STA. 26+75

MATCH LINE STA. 33+00
SEE BELOW LEFT

SEE ABOVE RIGHT
MATCH LINE STA. 33+00

MATCH LINE STA. 38+75
SEE SHEET 5 OF 11



NOTES:
1. FOR LEGEND, SPECIAL AND CONSTRUCTION NOTES, SEE SHEET 2 OF 11.

NO.	DATE	REVISIONS	OK BY



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225 N. Hacienda Blvd | Ste. 222
City of Industry, CA 91744
P 909.534.6268
www.cnc-usa.com

DRAFT PLAN

CITY OF INDUSTRY			
APPROVED BY:	ADRIAN L. NELSON, P.E. 06559	CITY ENGINEER	DATE:
ANNUAL STREET REHABILITATION FY 2021			
CHESTNUT STREET / HATCHER AVENUE STREET IMPROVEMENT PLAN			
DESIGNED BY: AL	CHECKED BY: J.C.	JOB NO. MP 20-04	SHEET 4 OF 9
DRAFTED BY: R.L.I.	DATE: JUNE 2021	CONTRACT NO. CITY-1475	

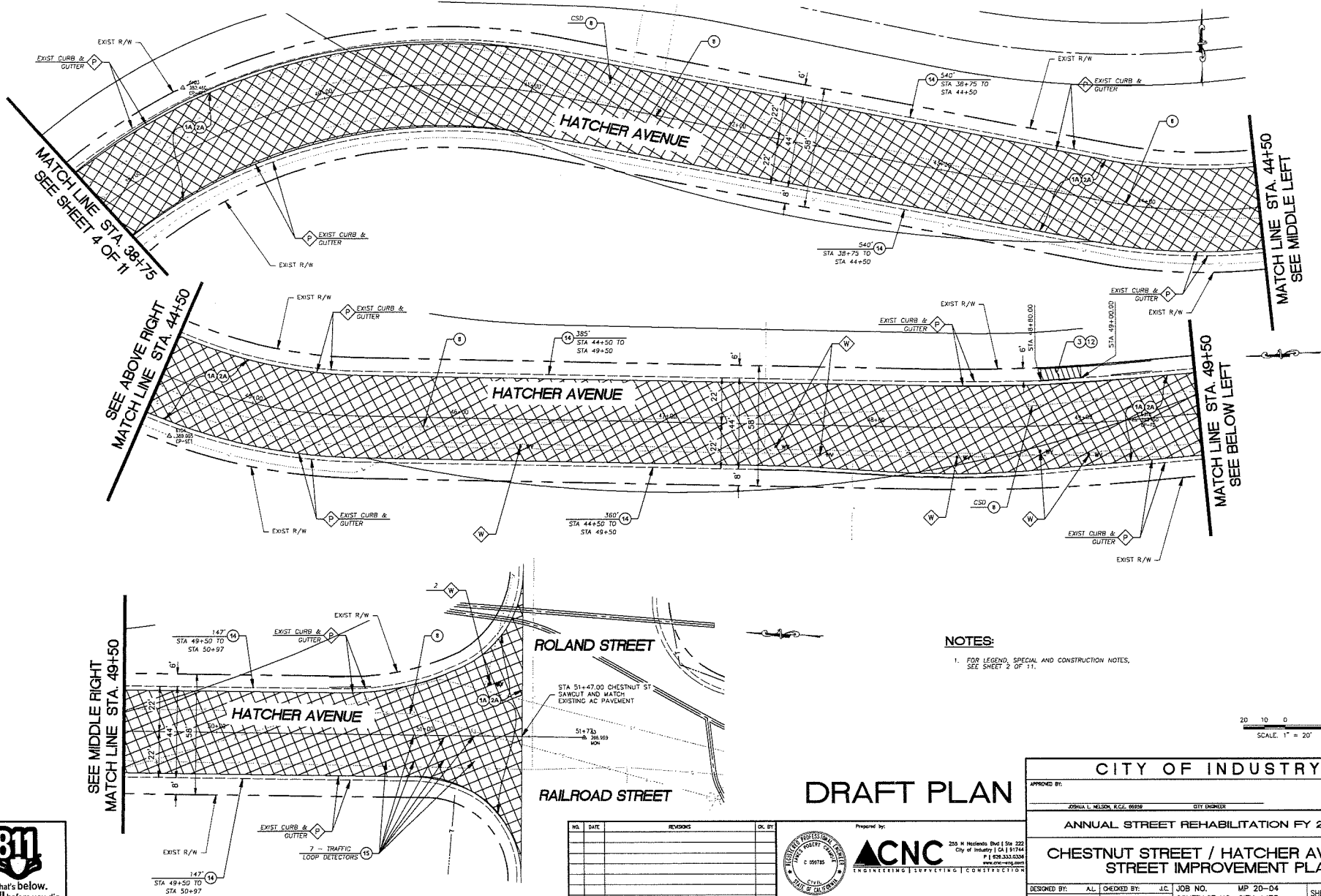


CONTRACT NO. CITY-1475

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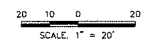


Know what's below.
Call before you dig.



NOTES:

1. FOR LEGEND, SPECIAL AND CONSTRUCTION NOTES, SEE SHEET 2 OF 11.



DRAFT PLAN

CITY OF INDUSTRY

APPROVED BY: _____ DATE: _____
 JONUA L. WILSON, R.C.E. 59788 CITY ENGINEER

ANNUAL STREET REHABILITATION FY 2021

CHESTNUT STREET / HATCHER AVENUE STREET IMPROVEMENT PLAN

DESIGNED BY: A.L. CHECKED BY: J.C. JOB NO. MP 20-04
 DRAWN BY: R.L.I. DATE: JUNE 2021 CONTRACT NO. CITY-1475 SHEET 5 OF 9

NO.	DATE	REVISIONS	OK. BY

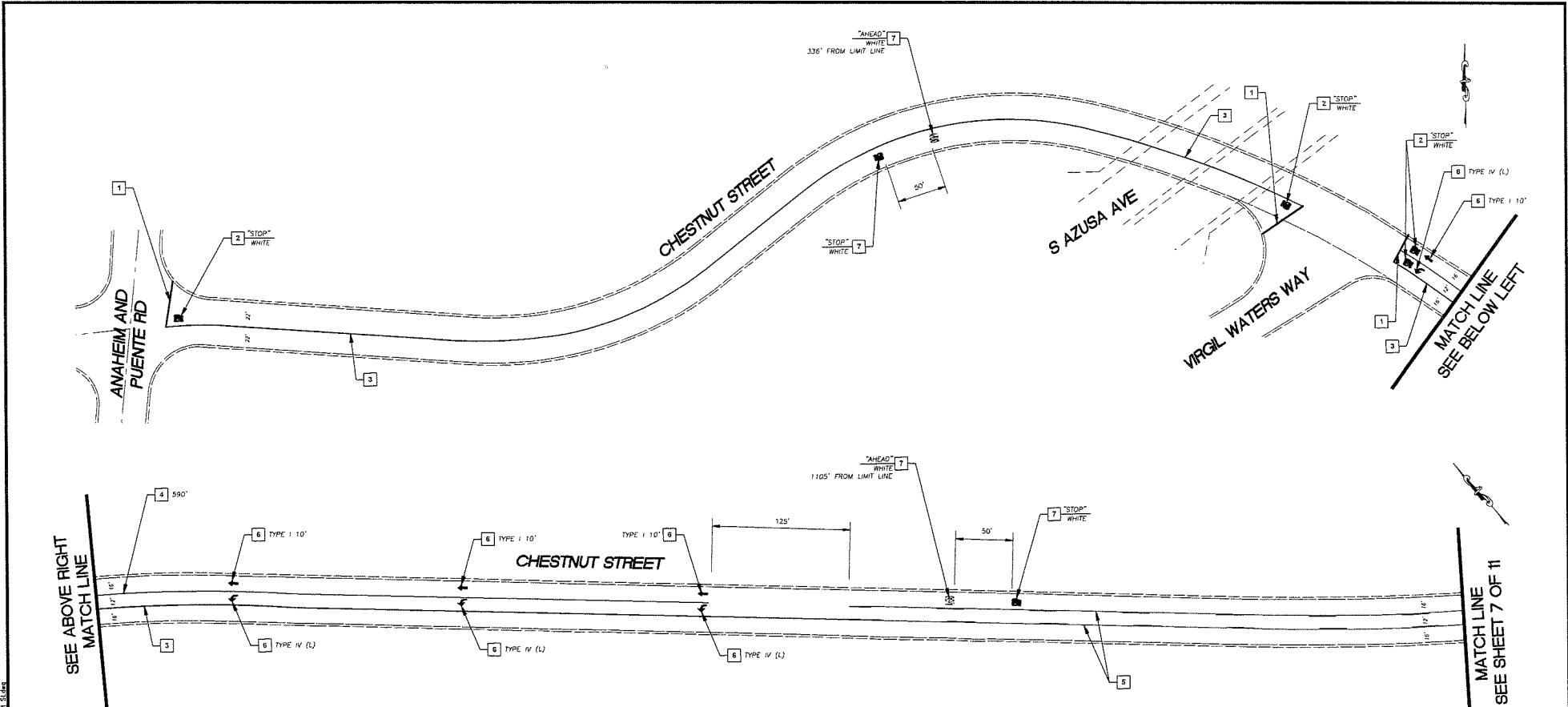


Prepared by:
ACNC
 ENGINEERING | SURVEYING | CONSTRUCTION
 255 N. Hercules Blvd | Ste 222
 City of Industry | CA | 91744
 P | 626-333-0304
 www.acnc-inc.com

JAMES H. OXAMSE, R.C.E. 59785 DATE

CONTRACT NO. CITY-1475

X:\MapInfo\0004_Annual Pavement Rehabilitation FY 21\MapInfo\Sheet\3_Chestnut_51\01strout_51.dwg

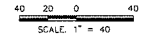


STRIPING NOTES:

- 1 INSTALL 12-INCH WIDE SOLID WHITE LIMIT LINE PER CALTRANS REVISED STD. PLAN NO. A24E.
- 2 INSTALL PAVEMENT LEGEND PER CALTRANS REVISED STD. PLAN NO. A24G. TYPE AND COLOR PER PLAN.
- 3 INSTALL DOUBLE YELLOW PER CALTRANS STD. PLAN NO. A25A. DETAIL 22.
- 4 INSTALL 8-INCH SOLID CHANNELIZING LINE PER CALTRANS STD. PLAN NO. A20D. DETAIL 38.
- 5 INSTALL TWO-WAY LEFT TURN LANE PER CALTRANS STD. PLAN NO. A20B. DETAIL 32.
- 6 INSTALL PAVEMENT MARKING ARROWS PER CALTRANS REVISED STD. PLAN NO. A24A. TYPE PER PLAN.
- 7 INSTALL PAVEMENT LEGEND PER CALTRANS REVISED STD. PLAN NO. A24G. TYPE AND COLOR PER PLAN.
- 8 INSTALL PAVEMENT MARKING-CROSSWALK BASIC PER CALTRANS STD. PLAN NO. A24F.

GENERAL NOTE:

1 ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHOWN SHALL BE INSTALLED WITH THERMOP.



DRAFT PLAN

NO.	DATE	REVISIONS	OK BY



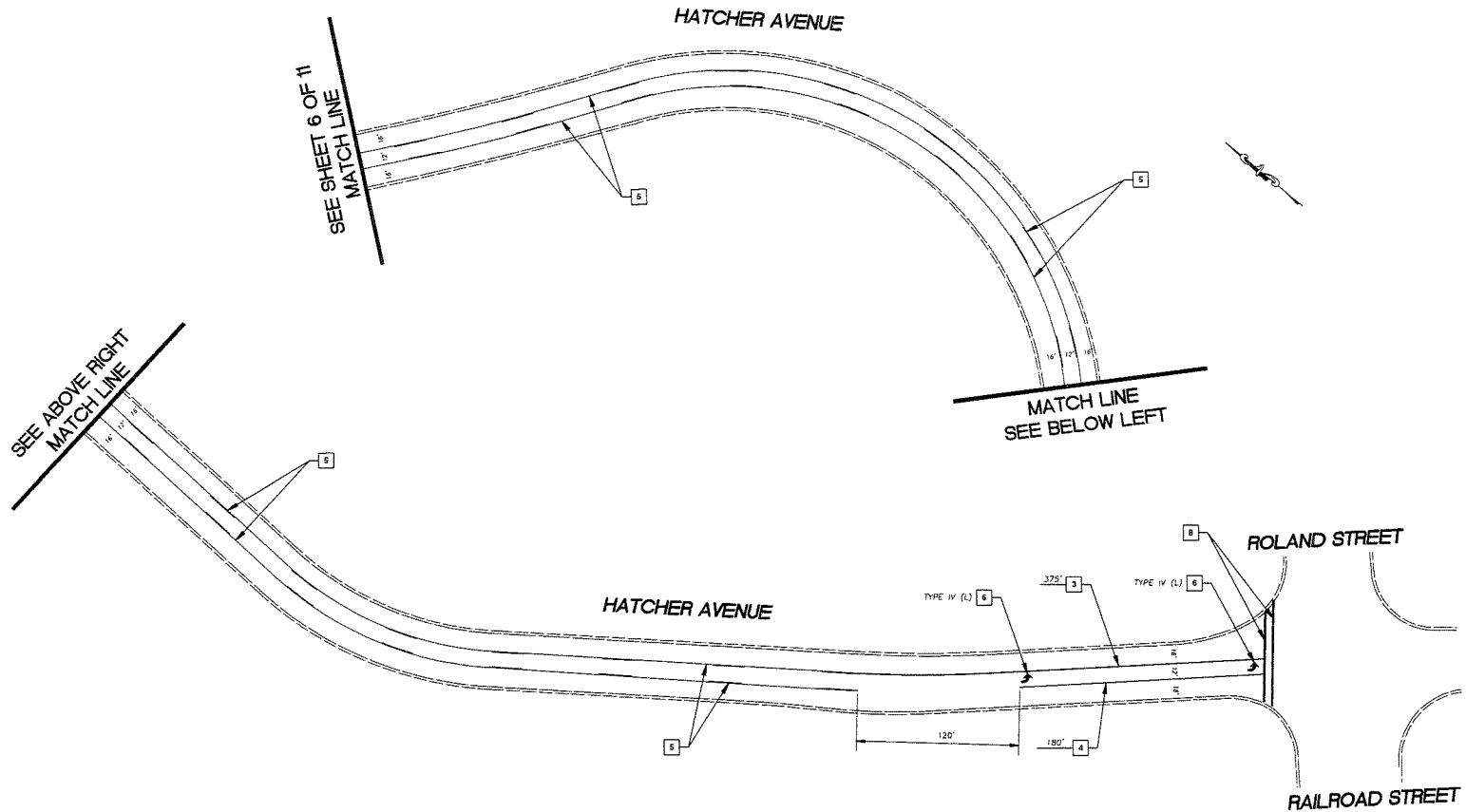
Prepared by:

 250 N. Hacienda Blvd | Ste 222
 City of Industry | CA | 91744
 P | 626.333.0204
 www.acnc-inc.com

JAMES R. ORANGE, R.C.E. 59785 DATE

CITY OF INDUSTRY			
APPROVED BY:	DATE:		
ADRIAN L. NELSON, R.C.E. 00559	CITY ENGINEER		
ANNUAL STREET REHABILITATION FY 2021			
CHESTNUT STREET / HATCHER AVENUE STRIPING PLAN			
DESIGNED BY: ALL	CHECKED BY: J.C.	JOB NO. MP 20-04	SHEET 6 OF 9
DRAFTED BY: R.L.J.	DATE: JUNE 2021	CONTRACT NO. CITY-1475	

CONTRACT NO. CITY-1475



40 20 0 40
SCALE: 1" = 40'

DRAFT PLAN

CITY OF INDUSTRY	
APPROVED BY:	DATE:
JOSHUA L. HAZDON, R.C.E. 09029 CITY ENGINEER	
ANNUAL STREET REHABILITATION FY 2021	
CHESTNUT STREET / HATCHER AVENUE STRIPING PLAN	
DESIGNED BY: AL	CHECKED BY: J.C. JOB NO. MP 20-04
DRAFTED BY: R.L.	DATE: JUNE 2021 CONTRACT NO. CITY-1475
SHEET 7 OF 9	

NO.	DATE	REVISIONS	OK BY

Prepared by:

ACNC
ENGINEERING | SURVEYING | CONSTRUCTION

255 N. Hedding Blvd | Ste 222
City of Industry | CA | 91744
P | 626-333-2034
www.acnc-mfg.com

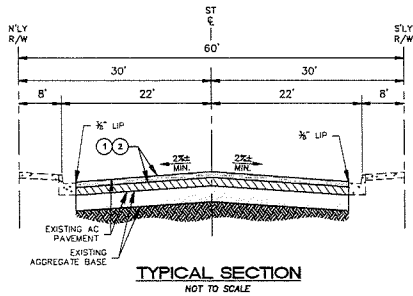
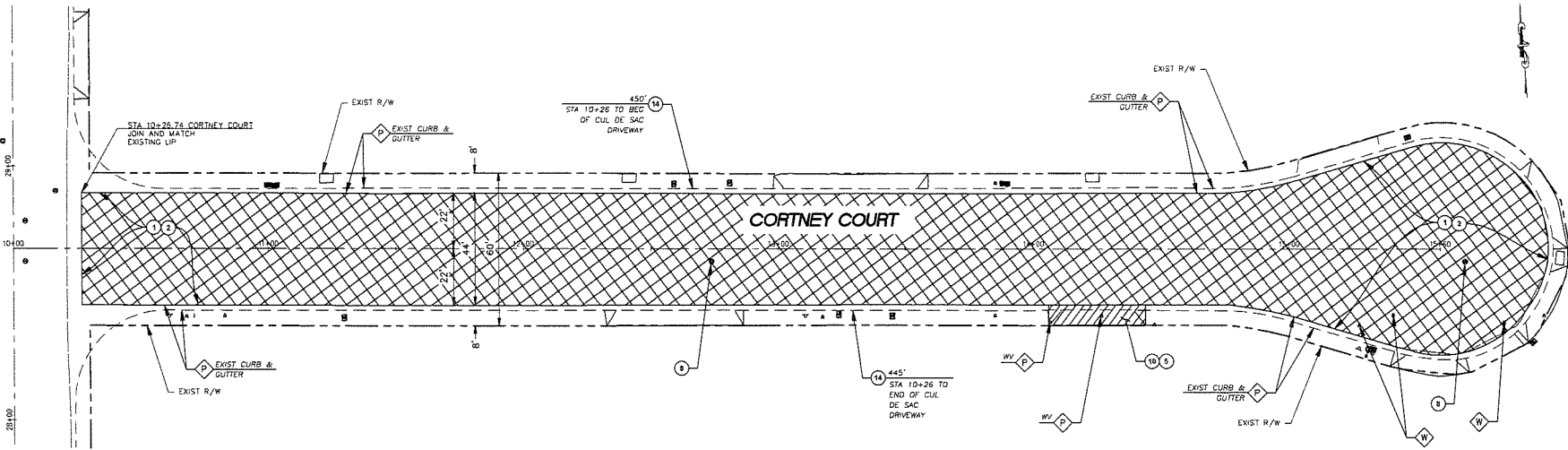
JAMES R. ORANISE, R.C.E. 59785 DATE: _____



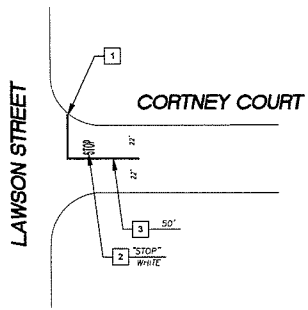
C:\Users\joransi\OneDrive\Documents\811\Annual Street Rehabilitation FY 21\Industry\Sheet\3 - Chestnut St\Original.dwg

CONTRACT NO. CITY-1475

LAWSON STREET



TYPICAL SECTION
NOT TO SCALE



STRIPING PLAN
1" = 40'

LEGEND:

- AC/PCC REMOVAL
- COLD MILL AC PAVEMENT

STRIPING NOTES:

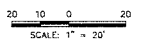
1. INSTALL 12-INCH WIDE SOLID WHITE LIMIT LINE PER CALTRANS REVISED STD. PLAN NO. A24E.
2. INSTALL PAVEMENT LEGEND PER CALTRANS REVISED STD. PLAN NO. A24D. TYPE AND COLOR PER PLAN.
3. INSTALL 4-INCH DOUBLE YELLOW PER CALTRANS STD. PLAN NO. A20A, DETAIL 22.

SPECIAL NOTATIONS:

- PROTECT IN PLACE
- EXISTING WATER VALVE COVER TO BE ADJUSTED TO GRADE

CONSTRUCTION NOTES:

1. COLD MILL AC PAVEMENT, 2" THICK.
2. CONSTRUCT 2" AC PAVEMENT OVERLAY.
4. SAWCUT AND REMOVE EXISTING CURB AND GUTTER, INCLUDING BASE.
5. SAWCUT AND REMOVE EXISTING DRIVEWAY, INCLUDING BASE.
6. ADJUST SEWER MANHOLE FRAME AND COVER TO FINISH GRADE.
10. CONSTRUCT DRIVEWAY PER CITY OF INDUSTRY STD. PLAN NO. 114.
11. CONSTRUCT 8" CURB AND GUTTER PER CITY OF INDUSTRY STD. PLAN NO. 112, TYPE PER PLAN.
13. PAINT CURB RED.



DRAFT PLAN

CITY OF INDUSTRY

APPROVED BY: _____
 JOSHUA L. NELSON, R.C.E. 00050 CITY ENGINEER DATE: _____
 ANNUAL STREET REHABILITATION FY 2021

CORTNEY COURT STREET IMPROVEMENT AND STRIPING PLAN

DESIGNED BY: A.L. CHECKED BY: J.C. JOB NO. MP 20-04
 DRAFTED BY: R.L.I. DATE: JUNE 2021 CONTRACT NO. CITY-1475 SHEET 8 OF 9

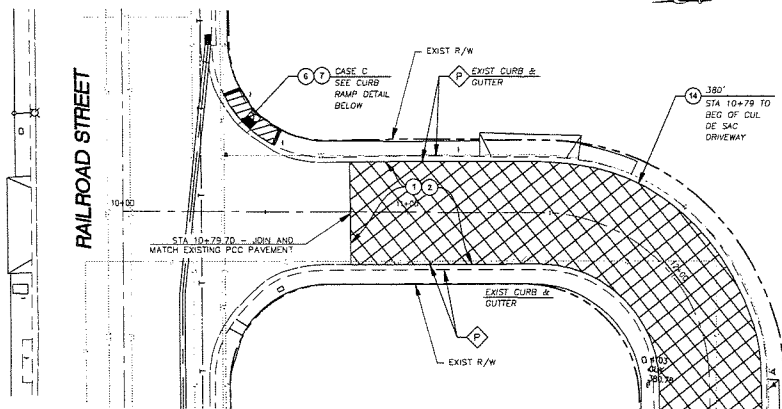
NO.	DATE	REVISIONS	OK BY

Prepared by: _____

ACNC
 255 N. Hercules Blvd | Ste 222
 City of Industry | CA 91744
 P | 626.253.0304
 www.acnc-wsp.com
 ARCHITECTURE | INTERIOR DESIGN | CONSTRUCTION

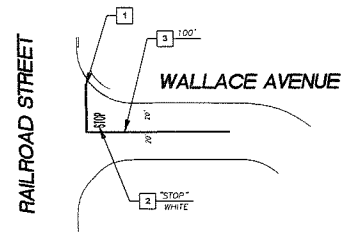
Know what's below.
Call before you dig.

CONTRACT NO. CITY-1475



CONSTRUCTION NOTES:

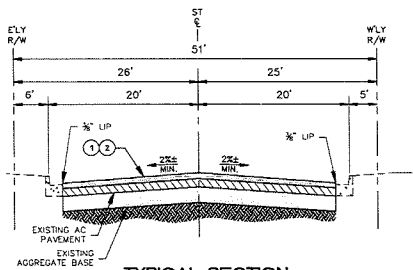
- 1 COLD MILL AC PAVEMENT, 2" THICK.
- 2 CONSTRUCT 2" AC PAVEMENT OVERLAY.
- 3 SAWCUT AND REMOVE EXISTING CURB AND GUTTER, INCLUDING BASE.
- 4 SAWCUT AND REMOVE EXISTING DRIVEWAY, INCLUDING BASE.
- 5 SAWCUT AND RECONSTRUCT PEDESTRIAN RAMP PER CALTRANS STANDARD PLAN NO. ABBA, CASE PER PLAN.
- 6 FURNISH AND INSTALL DETECTABLE WARNING SURFACE PER CALTRANS STANDARD PLAN NO. ABBA.
- 7 CONSTRUCT DRIVEWAY PER CITY OF INDUSTRY STD PLAN NO. 114.
- 8 CONSTRUCT 8" CURB AND GUTTER PER CITY OF INDUSTRY STD. PLAN NO. 112, TYPE PER PLAN.
- 9 PAINT CURB RED.



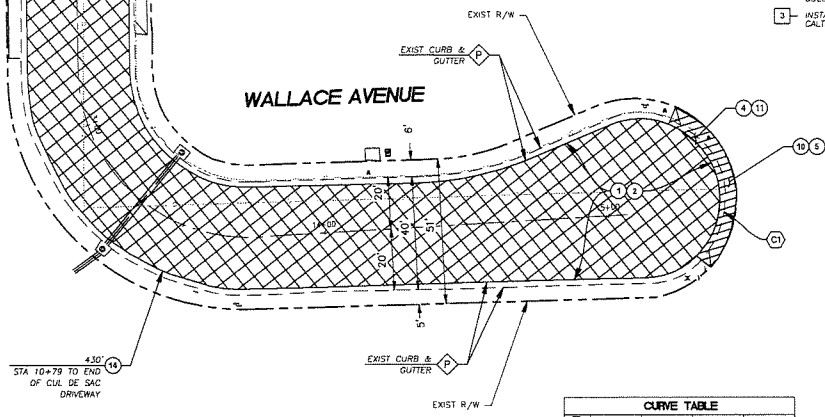
STRIPING PLAN
1" = 40'

STRIPING NOTES:

- 1 INSTALL 12-INCH WIDE SOLID WHITE LIMIT LINE PER CALTRANS REVISED STD. PLAN NO. A24E.
- 2 INSTALL PAVEMENT LEGEND PER CALTRANS REVISED STD. PLAN NO. A24D, TYPE AND COLOR PER PLAN.
- 3 INSTALL 4-INCH DOUBLE YELLOW PER CALTRANS STD. PLAN NO. A20A, DETAIL 22.



TYPICAL SECTION
NOT TO SCALE



LEGEND:

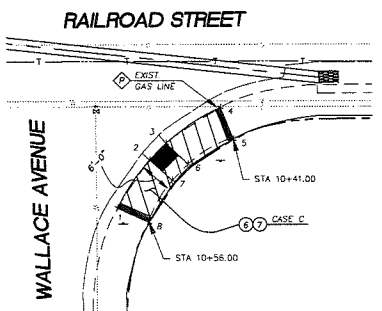
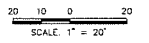
	AC/PCC REMOVAL
	COLD MILL AC PAVEMENT

SPECIAL NOTATIONS:

- PROTECT IN PLACE
- EXISTING WATER VALVE COVER TO BE ADJUSTED TO GRADE

CURVE TABLE

RADIUS	LENGTH	TANGENT	DELTA
30.00'	60.31'	-	113°00'00"



CURB RAMP DETAIL
SCALE: 1" = 10'

PT#	ELEVATION
1	(380.68)
2	(380.02)
3	(380.03)
4	(380.83)
5	(380.85)
6	380.35'
7	380.44'
8	(380.94)

DRAFT PLAN

CITY OF INDUSTRY

APPROVED BY: _____ DATE: _____
 JOSHUA C. NELSON, R.C.E. 66939 CITY ENGINEER

ANNUAL STREET REHABILITATION FY 2021

**WALLACE AVENUE
STREET IMPROVEMENT AND STRIPING PLAN**

DESIGNED BY: AL. CHECKED BY: J.C. JOB NO. MP 20-04
 DRAFTED BY: R.L. DATE: JUNE 2021 CONTRACT NO. CITY-1475 SHEET 9 OF 9

NO.	DATE	REVISIONS	OK. BY

Prepared by:

255 N. Holliston Blvd | Ste 222
 City of Industry | CA | 91714
 P | 626-333-0336
 www.acnc-inc.com

JAMES R. GRAMSE, R.C.E. 35785 DATE: _____



K:\Misc\0304_Annual_Street_Rehabilitation_FY_21\Wallace\Sheet\08- Wallace Ave Wallace Avenue

CONTRACT NO.: CITY-1475

CITY COUNCIL

ITEM NO. 6.2

Backup Material to be Distributed before the Meeting

CITY COUNCIL MEETING
JUNE 22, 2021

ITEM NO. 6.2
HANDOUT ITEM

CITY MANAGER EMPLOYMENT AGREEMENT NO. 21 - _____

This City Manager Employment Agreement No. 21-____ (the "Agreement") is made by and between the City of Industry, State of California, a municipal corporation and charter city (hereinafter, the "City") and Joshua Nelson, an individual, (hereinafter, "Nelson"). City and Nelson are hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITALS

The City desires to employ the services of Nelson in the capacity of City Manager and further desires to assure the service of Nelson by establishing herein certain salary and limited benefits, and other terms and conditions of his employment. The City also desires to have Nelson serve as the Transition Manager during the term of June 1, 2021, through and including August 2, 2021, working with the current City Manager.

Nelson accepted employment as Transition Manager effective on June 1, 2021, through and including August 2, 2021, and desires to accept employment as City Manager effective on August 3, 2021, under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations hereinafter set forth, the parties hereto do now agree as follows:

SECTION I
DUTIES

- A.** Since June 1, 2021, Nelson has served as Transition Manager at the same rate of pay and benefits as set forth below. He shall work with the current City Manager in effectuating a smooth transition for the assumption of the overall responsibility for management and administration of the City as set forth in the Industry Charter and the Industry Municipal Code (collectively, the "Code") and to perform such other legally permissible and proper duties and functions as the Industry City Council ("City Council") may from time-to-time assign.
- B.** Effective on August 3, 2021, the City hereby agrees to employ Nelson as City Manager conferring upon and delegating to Nelson the overall responsibility for management and administration of the City as set forth in the Code and to perform such other legally permissible and proper duties and functions as the City Council may from time-to-time assign.
- C.** Nelson accepts employment as City Manager and agrees to serve as such commencing on August 3, 2021. Nelson shall serve as an officer of the City pursuant to the authority set forth in applicable State law and the Code. Nelson shall be responsible for attending all regular, adjourned regular and special City Council and Successor Agency meetings or other meetings of City agencies and commissions, which are generally held on the second and fourth Thursdays of each month, all City Council agenda meetings, Department Head meetings, First District Consolidated Oversight Board meetings and provide regularly scheduled office hours at City Hall.

D. Nelson shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession. He shall comply with and carry out the City's rules and regulations and he shall obey the laws of the State of California and the United States of America as they apply to the performance of his duties.

E. Nelson shall devote his full energies, interest, abilities, and productive time to the performance of this Agreement and shall not, without the City's prior written consent, render services of any kind to others for compensation or engage in any other activity more than four (4) hours per week which would materially interfere with the performance of his duties under this Agreement.

F. Nelson shall not engage in any activity which is or may become a conflict of interest with his obligations to the City or which might create an incompatibility of office as defined under California law. He shall also complete and file financial disclosure statements immediately upon entry into his employment and annually thereafter pursuant to California law.

SECTION II **TERM**

A. The term of this Employment Agreement shall become effective on August 3, 2021 and will remain in full force and effect until August 2, 2024, unless otherwise terminated as set forth herein.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Nelson at any time, subject only to the provisions set forth in Section IV of this Agreement.

C. The parties recognize and affirm that: 1) Nelson is an "at will" employee whose employment may be terminated by the City without cause; 2) there is no express or implied promise made to Nelson for any form of continued employment; and 3) this Agreement is the sole and exclusive basis for an employment relationship between Nelson and the City.

D. Nelson agrees to remain in the exclusive employ of the City during the term of this Agreement. This Agreement shall not be construed to preclude incidental and occasional teaching, writing, or consulting performed by Nelson. Furthermore, this Agreement shall not be construed to preclude volunteer work performed by Nelson, so long as the provisions set forth in Section I, paragraphs (E) and (F) of this Agreement are not violated.

SECTION III **COMPENSATION**

A. Effective as of June 1, 2021, the City agrees to pay Nelson for his services rendered hereunder at an annual rate of Two Hundred Sixty Thousand 00/100 Dollars (\$260,000.00), which sum shall be considered the base salary and shall be payable in installments at the same times as the City's other employees are paid, and subject to customary withholdings.

B. The City agrees to that Nelson's base salary shall be adjusted should any future cost of living increases be awarded to regular full-time employees and may consider adjusting said base salary and other benefits of Nelson, in the City's sole discretion, subject to the performance evaluation process described in this Agreement or any applicable City Council policy, which shall be merit based.

SECTION IV
TERMINATION AND SEVERANCE PAY

A. The City Council may terminate this Agreement for convenience in its absolute discretion at any time with or without notice to Nelson, except as set forth in the applicable provisions of the Code. If Nelson is terminated by the City Council for (1) refusing or failing to carry out the duties of the City Manager as set forth in the Government Code, the Code or herein; (2) conviction of a felony; (3) conviction of any illegal act involving moral turpitude or personal gain; or (4) a plea of nolo contendere to any felony or illegal act involving moral turpitude or personal gain, the City shall have no obligation to provide any notice to Nelson and Nelson shall not be entitled to severance pay as set forth herein. Nelson may terminate this Agreement at any time with or without cause, provided he gives the City Council no less than 14 days advance written notice prior to the effective date of termination, unless a shorter period is acceptable to the City Council. Voluntary resignation by Nelson shall result in a loss of any and all severance pay to him by the City.

B. In the event Nelson is terminated by the City Council and Nelson is willing and able to perform the duties of City Manager, the City shall pay Nelson a lump sum cash payment, or payment in equal installments over a twelve (12) month period, at the option of Nelson, equal to the Nelson's then twelve months' base salary. Such severance, as set forth herein, is contingent upon Nelson signing and delivering a general release and waiver of all claims against the City (including and without limitation to its former and current elected officials, employees, officers and agents). Such severance shall be payable on the tenth (10th) day after the general release and waiver is fully executed by the City and Nelson. Any severance amount paid pursuant to this Agreement shall be subject to the restrictions set forth in Government Code Sections 53260 and 53261 or any successor statutory restrictions.

SECTION V
EVALUATION OF PERFORMANCE

A. The City Council shall review and evaluate the performance of Nelson as set forth in applicable City Council policies and/or at least annually but not later than June 15 of each year of this Agreement or at other times chosen by the City Council in its sole discretion. Said review and evaluation shall be in accordance with specific criteria developed by the City Council with consultation from Nelson. Said criteria may be added to or deleted from as the City Council may from time to time determine, in consultation with Nelson. Further, the City Council shall provide Nelson with a summary written statement of the findings of the City Council and provide an adequate opportunity for Nelson to discuss his evaluation with the City Council.

B. The City Council and Nelson shall periodically define such goals and performance objectives which they determine necessary for the proper operations of the City and in the

attainment of the City Council policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be reasonably attainable within the time limitations as specified in the annual operating and capital budgets and appropriations provided.

SECTION VI
AUTOMOBILE

During the term of this Agreement, the City shall pay Nelson \$300.00 every two weeks as an automobile allowance. Nelson shall be eligible for the monthly automobile allowance only if he possesses a valid California driver's license and maintains all legally required insurance coverage established by the State of California and, on an annual basis, provides proof of his valid license and insurance coverage to the City Clerk.

SECTION VII
VACATION, SICK AND OTHER SUPPLEMENTAL BENEFITS

A. Except as modified herein, during the term of this Agreement, the City shall provide Nelson with vacation, sick and holiday pay in the same manner as provided to all other City employees.

B. Nelson shall accrue vacation at the rate of 6.5 hours every two weeks of service with no limits on the number of hours accrued. Nelson shall accrue sick leave at the rate of 5 hours every two weeks, with no limits on the number of hours accrued. At Nelson's option, Nelson may receive a cash payment for any unused vacation and sick leave hours as set forth in the City's then in effect Employee Handbook. The cash payment shall be at the Nelson's then current rate of pay. In addition, Nelson, upon execution of this Agreement, shall receive a one-time accrual of 144 hours of vacation.

C. During the term of this Agreement, as permitted under law, the City shall pay for Nelson's and the City's contributions to membership in the California Public Employees Retirement System ("CalPERS").

D. Nelson may elect to participate in a 457 Deferred Compensation Retirement Plan. The City, on an annual basis, but no later than November 1, of each year of this Agreement, shall make a contribution of not less than the Internal Revenue Service maximum amount for which Nelson is eligible on Nelson's behalf to his account with the 457 Deferred Compensation Retirement Plan of Nelson's choice.

E. The City shall provide Nelson other benefits as mandated by law.

F. Upon the effective date of this Agreement, Nelson shall be eligible for 36 hours of management leave which may be used at Nelson's discretion and upon prior written notice to the City Council. Nelson's unused management leave shall not carry forward to the next year, nor is it eligible for cash payment at any time during Nelson's tenure.

G. During the term of this Agreement, the City shall pay the monthly premiums for medical insurance and dental/optical coverage for Nelson and his eligible dependents. City

shall also pay the monthly premiums for life insurance to cover Nelson. Life insurance coverage shall be equal to three (3x) times of Nelson's annual salary. As permitted by law, the Nelson shall name the beneficiary of the life insurance policy. Except as set forth herein, insurance coverage(s) shall be provided in the same manner as offered to all other employees of the City, as of August 3, 2021.

SECTION VIII
OUT OF POCKET EXPENSES

The City shall reimburse Nelson for reasonable out-of-pocket expenses incurred in connection with the City's business, including travel, food and lodging while away from home, subject to such policies as the City may from time to time establish for its employees. The City also shall provide Nelson a monthly mobile telephone allowance of \$75.00 every two weeks for use of his personal mobile technology in carrying out his duties as set forth herein and in the Code. Nelson may attend, at the City's expense, the League of California Cities Annual Conference ("LOCC"), the LOCC's City Manager's Conference, the Annual California Contract Cities Association Seminar, and, if he is a member, the International City/County Management Association ("ICMA") Annual Conference and any other conferences provided funding has been approved in the City's Fiscal Year budget.

SECTION IX
OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A.** The City Council may from time to time fix other terms and conditions of employment relating to the performance of Nelson provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Code or other applicable law.
- B.** The provisions of the Code and any Industry personnel resolution(s) shall apply to Nelson except where the specific provisions conflict with this Agreement, in which event the terms and conditions of this Agreement shall prevail.

SECTION X
CONFIDENTIAL INFORMATION

Employment with the City creates a relationship of confidence and trust between Nelson and the City, with respect to all Confidential Information of City. "Confidential Information" includes but is not limited to trade secrets, confidential information, client lists, knowledge, or data of the City or any of its constituent entities or members that Nelson may produce, obtain, or otherwise acquire or have access to during the course of Nelson's employment with the City, including but not limited to personnel information, passwords, and computer security systems. Nelson agrees that during and after Nelson's employment with the City, Nelson (i) shall keep all Confidential Information confidential and shall not directly or indirectly use, divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information without prior written consent of the City; and (ii) shall refrain from any action or conduct which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the Confidential Information. Upon termination of employment for any reason, Nelson agrees to return promptly to the City all

writings and other tangible things in Nelson's possession that contain Confidential Information.

SECTION XI
WARRANTIES

Nelson warrants that, as of the commencement of the employment term, he will be able to immediately begin performance of his duties and that, by entering into this Agreement, he will not be in violation of any other contract or agreement related to his employment, or his eligibility or availability for employment that could subject him or the City to any claims or liability

SECTION XII
INDEMNIFICATION AND BONDS

A. The City agrees to defend, hold harmless and indemnify Nelson, subject to the provisions and limitations set forth in Government Code Section 825_ *et seq.*, against any and all claims, liabilities, expenses or damages of any nature, including reasonable attorney's fees, arising out of or in connection with Nelson's performance of the course and scope of this Agreement. The City may decline to defend Nelson as permitted in the Government Code. At its sole discretion, the City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.

B. The City shall bear the full cost of any fidelity or other bonds which may be required in the performance of Nelson's services under this Agreement.

SECTION XIII
GENERAL PROVISIONS

A. This Agreement is the final expression of the complete Agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the parties.

B. This Agreement is not assignable by either the City or Nelson.

C. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

D. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an original signed copy had been delivered.

E. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

F. Each of the parties acknowledges that she or it has been represented by independent legal counsel of its own choosing, or if not, has been advised to obtain independent legal counsel and has freely and voluntarily waived and relinquished the right to legal counsel. Further, each party who has not obtained independent legal counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. This Agreement shall be interpreted and construed according to the laws of the State of California, and venue shall be in the County of Los Angeles.

H. All notices shall be personally delivered or mailed to the addresses listed below:

Joshua Nelson
At most recent address on file in Nelson's personnel file

Mayor
City of Industry
15625 Mayor Dave Way, Suite 100
City of Industry, CA 91744

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

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures as of the date and year first above written.

NELSON

CITY OF INDUSTRY

Joshua Nelson

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

James M. Casso, City Attorney