

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

APRIL 28, 2022
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 AB 361 (Government Code Section 54953(e)), this meeting will 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: 414 065 874#. 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, April 26, 2022, 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. **PRESENTATIONS**

Proclamation designating April as DMV/Donate Life Month

Proclamation designating the week of April 17 to April 23 as California Mosquito Awareness Week

Presentation of a Certificate honoring Bobbie Seal for being named Legacy Leader Woman of the Year

5. Public Comments

6. **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 request specific items be removed from the Consent Calendar for separate action.

- 6.1 Consideration of the Register of Demands for April 28, 2022

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

- 6.2 Consideration of the minutes of the February 10, 2022 regular meeting, February 10, 2022 special meeting, March 10, 2022 regular meeting, March 24, 2022 regular meeting, and the March 24, 2022 special meeting.

RECOMMENDED ACTION: Approve as submitted.

- 6.3 Consideration of a Professional Services Agreement with Cartegraph Systems LLC, for Work Order Geographic Information System Software, in the amount of \$167,545.00, through March 21, 2025 (MP 16-06)

RECOMMENDED ACTION: Approve the Agreement.

- 6.4 Consideration of Amendment No. 3 to the Professional Services Agreement with Enterprise Maps, LLC, for technical support services for the deployment of Amazon Web Services infrastructure for ArcGIS Enterprise, extending the term through June 30, 2025, revising the scope of services, revising the rate schedule, increasing compensation by \$300,000.00, and revising the address for the City (MP 16-06)

RECOMMENDED ACTION: Approve the Amendment.

- 6.5 Consideration of authorization to advertise for public bids for Contract No. CITY-1485, Rowland Street Reconstruction from Hatcher Avenue to Lawson Street, for an estimated cost of \$2,630,000.00 (MP 10-15)

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

- 6.6 Consideration of Resolution No. CC 2022-15 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING THE DONATION OF ONE CHEVROLET ASTRO VAN TO THE PURIST GROUP

RECOMMENDED ACTION: Adopt Resolution No. CC 2022-15.

- 6.7 Consideration of Amendment No. 1 to the Professional Services Agreement with Western Power Project Advisors LLC, for engineering services for the Citywide wireless communication network, to enable remote monitoring system for streetlights, extending the term through June 30, 2024, increasing compensation by \$40,000.00, and updating the address for the City (MP 20-02)

RECOMMENDED ACTION: Approve the Amendment.

- 6.8 Consideration of a Lake Alteration Agreement with the California Department of Fish and Wildlife for the Arnold Reservoir Rip Rap Project and adoption of a Notice of Exemption regarding same

RECOMMENDED ACTION: Approve the Agreement and adopt Notice of Exemption.

7. **CITY MANAGER REPORTS**
8. **AB 1234 REPORTS**
9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

10.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section
54956.9(d)(4): one potential case

11. Adjournment. The next regular City Council Meeting is Thursday, May 12, 2022,
at 9:00 a.m.

CITY COUNCIL

ITEM NO. 6.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF APRIL 28, 2022**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	4,470,913.99
103	PROP A FUND	5,039.75
107	MEASURE W FUND	2,036.29
120	CAPITAL IMPROVEMENTS	520,891.85
TOTAL ALL FUNDS		4,998,881.88

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BOFA - CKING ACCOUNT	2,862,000.00
PROP/A	PROP A - CKING ACCOUNT	5,039.75
MEAS/W	MEASURE W - CKING ACCOUNT	2,036.29
WFBK	WELLS FARGO - CKING ACCOUNT	2,129,805.84
TOTAL ALL BANKS		4,998,881.88

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
April 28, 2022**

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
24537	04/13/2022		INDUSTRY PROPERTY & HOUSING	\$57,000.00
	Invoice	Date	Description	Amount
	4/13/22	04/13/2022	TRANSFER FUNDS-IPHMA REG 4/13/22	\$57,000.00
24538	04/13/2022		CITY OF INDUSTRY	\$2,600,000.00
	Invoice	Date	Description	Amount
	4/13/22	04/13/2022	TRANSFER FUNDS-CITY REGISTER 4/14/22	\$2,600,000.00
24539	04/13/2022		CIVIC RECREATIONAL INDUSTRIAL	\$205,000.00
	Invoice	Date	Description	Amount
	4/13/22	04/13/2022	TRANSFER FUNDS-CRIA REG 4/13/22	\$205,000.00

Checks	Status	Count	Transaction Amount
	Total	3	\$2,862,000.00

CITY OF INDUSTRY

PROP A

April 28, 2022

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90384	04/28/2022		INDUSTRY SECURITY SERVICES	\$4,745.60
	Invoice	Date	Description	Amount
	14-26249	04/08/2022	SECURITY SVC-METROLINK	\$2,372.80
	14-26237	04/01/2022	SECURITY SVC-METROLINK	\$2,372.80
90385	04/28/2022		JANUS PEST MANAGEMENT	\$65.00
	Invoice	Date	Description	Amount
	246193	04/06/2022	PEST SVC-METROLINK	\$65.00
90386	04/28/2022		VALLEY VISTA SERVICES, INC	\$229.15
	Invoice	Date	Description	Amount
	4775722	04/01/2022	DISP SVC-METROLINK	\$229.15

Checks	Status	Count	Transaction Amount
	Total	3	\$5,039.75

CITY OF INDUSTRY

MEASURE W

April 28, 2022

Check	Date	Payee Name	Check Amount
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MEASUREW.WF.CHK - Measure W Wells Fargo Checking

Check	Date	Description	Amount
300005	04/28/2022	SAN GABRIEL VALLEY NEWSPAPER	\$2,036.29
	Invoice		
	0011525217	ACCT #5007735 - NOTICE INVITING BIDS-21/22	\$2,036.29

Check	Status	Count	Transaction Amount
	Total	1	\$2,036.29

**CITY OF INDUSTRY
WELLS FARGO BANK
April 28, 2022**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
77994	04/07/2022		D M V RENEWAL	\$23.00
	Invoice	Date	Description	Amount
	LIC 1154129	04/06/2022	DUPLICATE TITLE FEE FOR 2003 CHEVY VAN #032	\$23.00
77995	04/07/2022		L A COUNTY DEPT OF PUBLIC	\$3,500.00
	Invoice	Date	Description	Amount
	00244954	03/29/2022	FCDP2022000046-PERMIT FOR SNOW CREEK STORM	\$3,500.00
77996	04/13/2022		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	CUP 22-4	04/11/2022	FEE-NOTICE OF DETERMINATION FOR JN 9387	\$75.00
77997	04/13/2022		SPARKLETTS	\$204.61
	Invoice	Date	Description	Amount
	21654939 040822	04/08/2022	WATER DELIVERY	\$204.61
77998	04/14/2022		AT & T	\$9.25
	Invoice	Date	Description	Amount
	2022-00001764	04/01/2022	04/01-04/30/22 SVC - CITY WHITE PAGES	\$9.25
77999	04/14/2022		AT & T	\$179.00
	Invoice	Date	Description	Amount
	7144629605	03/23/2022	02/19-03/18/22 SVC - 600 S BREA CYN - METROLINK	\$179.00
78000	04/14/2022		FRONTIER	\$1,157.87
	Invoice	Date	Description	Amount
	2022-00001761	04/02/2022	04/02-05/01/22 SVC - 1015 NOGALES ST	\$56.90

**CITY OF INDUSTRY
WELLS FARGO BANK
April 28, 2022**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2022-00001762	04/01/2022	04/01-04/30/22 SVC - VARIOUS SITES	\$955.98
	2022-00001763	04/02/2022	04/02-05/01/22 SVC - IH GOLF COURSE FUEL PUMP	\$144.99
78001	04/14/2022		INDUSTRY PUBLIC UTILITIES	\$581.86
	Invoice	Date	Description	Amount
	2022-00001745	04/01/2022	01/19-03/17/22 SVC - VALLEY & 7TH	\$581.86
78002	04/14/2022		INDUSTRY PUBLIC UTILITY	\$4,702.92
	Invoice	Date	Description	Amount
	2022-00001765	04/08/2022	03/01-04/01/22 SVC - 600 BREA CYN RD	\$4,702.92
78003	04/14/2022		ROWLAND WATER DISTRICT	\$1,399.58
	Invoice	Date	Description	Amount
	2022-00001747	03/24/2022	02/07-03/07/22 SVC - 18044 ROWLAND ST	\$230.52
	2022-00001748	03/24/2022	02/07-03/07/22 SVC - 17401 E VALLEY BLVD	\$567.38
	2022-00001749	03/24/2022	02/07-03/07/22 SVC - 930 S AZUSA AVE	\$460.21
	2022-00001750	03/24/2022	02/07-03/07/22 SVC - AZUSA AVE - CENTER	\$68.52
	2022-00001751	03/24/2022	02/07-03/07/22 SVC - AZUSA AVE	\$72.95
78004	04/14/2022		SAN GABRIEL VALLEY WATER CO.	\$8,302.08
	Invoice	Date	Description	Amount
	2022-00001752	03/28/2022	02/23-03/25/22 SVC - IRRIG SALT LAKE/SEVENTH	\$255.44
	2022-00001766	03/28/2022	02/23-03/25/22 SVC - CROSSROADS PKY S	\$1,508.06
	2022-00001767	03/28/2022	02/23-03/25/22 SVC - STA 103-80 CROSSROADS PKY S	\$414.26
	2022-00001768	03/28/2022	02/23-03/25/22 SVC - CROSSROADS PKY S	\$238.11
	2022-00001769	03/28/2022	02/23-03/25/22 SVC - CROSSROADS PKY N	\$593.52
	2022-00001770	03/28/2022	02/23-03/25/22 SVC - STA 129-00 CROSSROADS PKY N	\$1,398.15

**CITY OF INDUSTRY
WELLS FARGO BANK
April 28, 2022**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2022-00001771	03/28/2022	02/23-03/25/22 SVC - STA 111-50 CROSSROADS PKY N	\$427.26
	2022-00001772	03/28/2022	02/23-03/25/22 SVC - PELLISSIER	\$381.14
	2022-00001773	03/28/2022	02/23-03/25/22 SVC - PELLISSIER	\$956.05
	2022-00001774	03/28/2022	02/23-03/25/22 SVC - PECK/UNION PACIFIC B	\$983.61
	2022-00001775	03/28/2022	02/23-03/25/22 SVC - S/E COR OF PELLISSIER	\$771.23
	2022-00001776	03/28/2022	02/23-03/25/22 SVC - PELLISSIER	\$375.25
78005	04/14/2022		SOCALGAS	\$282.54
	Invoice	Date	Description	Amount
	2022-00001746	03/29/2022	02/24-03/25/22 SVC - 15415 DON JULIAN RD	\$251.56
	2022-00001783	04/05/2022	03/03-04/01/22 SVC - 710 NOGALES ST	\$16.04
	2022-00001784	04/05/2022	03/03-04/01/22 SVC - 1015 NOGALES ST STE 101	\$14.94
78006	04/14/2022		SOUTHERN CALIFORNIA EDISON	\$52,963.46
	Invoice	Date	Description	Amount
	2022-00001736	04/02/2022	03/01-03/31/22 SVC - 600 BREA CYN RD	\$363.10
	2022-00001737	04/02/2022	03/01-03/31/22 SVC - 133 N AZUSA AVE	\$126.98
	2022-00001738	04/02/2022	03/01-03/31/22 SVC - NOGALES ST/SAN JOSE AVE	\$158.11
	2022-00001739	04/02/2022	03/01-03/31/22 SVC - VARIOUS	\$39,097.20
	2022-00001740	04/02/2022	03/01-03/31/22 SVC - VARIOUS	\$182.98
	2022-00001741	04/02/2022	03/01-03/31/22 SVC - 1 VALLEY/AZUSA OL1	\$24.17
	2022-00001742	03/29/2022	02/28-03/28/22 SVC - 137 N HUDSON AVE	\$1,851.67
	2022-00001743	03/29/2022	02/28-03/28/22 SVC - 205 N HUDSON AVE	\$294.25
	2022-00001744	03/29/2022	02/28-03/28/22 SVC - 15660 STAFFORD ST	\$2,376.44
	2022-00001777	04/05/2022	02/15-03/16/22 SVC - VARIOUS SITES	\$2,362.89
	2022-00001778	04/08/2022	03/01-03/31/22 SVC - 600 S BREA CYN RD & UNIT A	\$13.39

**CITY OF INDUSTRY
WELLS FARGO BANK
April 28, 2022**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2022-00001782	04/04/2022	03/04-04/03/22 SVC - 15625 STAFFORD ST	\$6,112.28
78007	04/14/2022		SUBURBAN WATER SYSTEMS	\$318.10
	Invoice	Date	Description	Amount
	180051676081	04/04/2022	03/03-04/04/22 SVC - NE CNR VALLEY/STIMS	\$318.10
78008	04/20/2022		SOCALGAS	\$127.98
	Invoice	Date	Description	Amount
	2022-00001812	04/11/2022	03/09-04/07/22 SVC - 15625 MAYOR DAVE WAY APT A	\$113.68
	2022-00001813	04/11/2022	03/09-04/07/22 SVC - 15625 MAYOR DAVE WAY APT B	\$14.30
78009	04/20/2022		SOUTHERN CALIFORNIA EDISON	\$19,943.17
	Invoice	Date	Description	Amount
	2022-00001804	04/06/2022	03/08-04/05/22 SVC - 1135 HATCHER AVE	\$240.60
	2022-00001805	04/02/2022	03/01-03/31/22 SVC - VARIOUS SITES	\$8,861.57
	2022-00001806	04/02/2022	03/01-03/31/22 SVC - VARIOUS SITES	\$10,638.19
	2022-00001807	04/06/2022	03/08-04/05/22 SVC - 1123 HATCHER AVE STE A	\$202.81
78010	04/20/2022		THREE VALLEYS MUNICIPAL WATER	\$2,423.54
	Invoice	Date	Description	Amount
	06022	03/31/2022	03/01-03/31/22 SVC - TONNER CYN	\$2,423.54
78011	04/20/2022		VERIZON BUSINESS	\$185.86
	Invoice	Date	Description	Amount
	64899123	04/10/2022	03/01-03/31/22 SVC - VARIOUS SITES	\$46.91
	64899124	04/10/2022	03/01-03/31/22 SVC - VARIOUS SITES	\$138.95

**CITY OF INDUSTRY
WELLS FARGO BANK
April 28, 2022**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
78012	04/28/2022		ACORN TECHNOLOGY SERVICES	\$24,552.48
	Invoice	Date	Description	Amount
	95653	04/01/2022	NETWORK MAINT-APR 2022	\$24,552.48
78013	04/28/2022		AKM CONSULTING ENGINEERS, INC.	\$900.00
	Invoice	Date	Description	Amount
	0011553	04/05/2022	RECYCLED WATERLINE RELOCATION-TURNBULL	\$900.00
78014	04/28/2022		AMAZON WEB SERVICES, INC	\$6,803.15
	Invoice	Date	Description	Amount
	999423625	04/03/2022	AWS SVC-MAR 2022	\$6,803.15
78015	04/28/2022		ANNEALTA GROUP	\$111,284.00
	Invoice	Date	Description	Amount
	2350	04/10/2022	STORMWATER COMPLIANCE-MAR 2022	\$16,200.00
	2352	04/10/2022	GENERAL PLANNING SVC-MAR 2022	\$52,282.50
	2351	04/10/2022	GENERAL DEV SVC-MAR 2022	\$36,274.00
	2354	04/10/2022	16010 & 16020 PHOENIX & 901 S STIMSON	\$950.00
	2361	04/10/2022	3951 CAPITOL AVE	\$172.50
	2360	04/10/2022	2500 PELLISIER PLACE	\$1,000.00
	2356	04/10/2022	17521 COLIMA RD	\$230.00
	2357	04/10/2022	17859 COLIMA RD	\$805.00
	2353	04/10/2022	1600 AZUSA AVE, STE 166	\$170.00
	2359	04/10/2022	2190 PELLISIER PLACE	\$85.00
	2355	04/10/2022	171 MARCELLIN DR	\$1,500.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 28, 2022**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2358	04/10/2022	18558 GALE AVE, STE 122-128	\$1,615.00
78016	04/28/2022		ARCADIA PUBLISHING, INC.	\$1,383.06
	Invoice	Date	Description	Amount
	23003464	03/31/2022	BALANCE OF BOOK PURCHASE-HOMESTEAD	\$1,383.06
78017	04/28/2022		AVEVA SELECT CALIFORNIA	\$2,890.00
	Invoice	Date	Description	Amount
	396848	03/31/2022	CITECT SCADA RENEWAL	\$2,890.00
78018	04/28/2022		BEAR ELECTRICAL SOLUTIONS, INC	\$43,498.78
	Invoice	Date	Description	Amount
	#3CITY-1465	04/01/2022	CITYWIDE STREETLIGHT LED UPGRADES	\$45,788.20
78019	04/28/2022		BENJAMIN A ROMERO II	\$4,975.50
	Invoice	Date	Description	Amount
	15625017	03/23/2022	INSTALL WOOD SHELVES-HATCHER WAREHOUSE	\$879.13
	15625018	03/29/2022	PAINT MECHANICAL ROOM-IBC	\$3,077.35
	15625019	03/29/2022	MECHANICAL ROOM REPAIRS-EN ENCANTO	\$1,019.02
78020	04/28/2022		BESS TESTLAB, INC.	\$9,400.00
	Invoice	Date	Description	Amount
	44372	04/01/2022	BIXBY DR GRADE RECONSTRUCTION	\$9,400.00
78021	04/28/2022		BLAKE AIR CONDITIONING COMPANY	\$1,339.85
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
April 28, 2022**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	61174	02/25/2022	A/C MAINT-EL ENCANTO	\$234.00
	61451	04/11/2022	A/C MAINT-EL ENCANTO	\$479.35
	61360	03/30/2022	A/C MAINT-EL ENCANTO	\$626.50
78022	04/28/2022		CAL-STATE SITE SERVICES	\$249.76
	Invoice	Date	Description	Amount
	214333	04/04/2022	PORTABLE RR RENTAL-EL ENCANTO (COVID 19)	\$249.76
78023	04/28/2022		CALIFORNIA ASSOCIATION OF	\$130.00
	Invoice	Date	Description	Amount
	12/20/2021-A	12/20/2021	MEMBERSHIP FOR YAMINI PATHAK	\$130.00
78024	04/28/2022		CALIFORNIA CONTRACT CITIES	\$5,250.00
	Invoice	Date	Description	Amount
	4/18/2022	04/18/2022	REGISTRATION FOR ANNUAL MUNICIPAL SEMINAR	\$5,250.00
78025	04/28/2022		CASSO & SPARKS, LLP	\$261,426.49
	Invoice	Date	Description	Amount
	20628	04/19/2022	COI-LEGAL FEES FOR FEB 2022	\$261,426.49
78026	04/28/2022		CESAR MANUEL CHAPARRO	\$3,500.00
	Invoice	Date	Description	Amount
	4/7/2022	04/07/2022	CITY MAP ILLUSTRATION	\$3,500.00
78027	04/28/2022		CHAD'S PROFESSIONAL CLEANING	\$1,900.00
	Invoice	Date	Description	Amount
	193	04/07/2022	TILE/GROUT CLEANING-CITY HALL	\$1,900.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 28, 2022**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
78028	04/28/2022			CHEVROLET OF PUENTE HILLS	\$3,260.00
	Invoice	Date	Description	Amount	
	164164	04/11/2022	REPAIR A/C-2012 TRAVERSE LIC 6UQX922	\$3,260.00	
78029	04/28/2022			CINTAS CORPORATION LOC 693	\$494.38
	Invoice	Date	Description	Amount	
	4116046281	04/11/2022	DOOR MATS	\$73.19	
	4115363934	04/04/2022	DOOR MATS	\$73.19	
	4115360681	04/04/2022	DOOR MATS	\$274.83	
	4111932934	02/28/2022	DOOR MATS	\$73.17	
78030	04/28/2022			CITY OF INDUSTRY	\$279.64
	Invoice	Date	Description	Amount	
	2022-00000051	03/31/2022	IH FUEL PUMP-CITY HALL VEHICLES	\$279.64	
78031	04/28/2022			CITY OF INDUSTRY-PAYROLL ACCT	\$295,000.00
	Invoice	Date	Description	Amount	
	PR P/E 4/1/22	03/23/2022	REPLENISH PAYROLL FOR P/E 4/1/22	\$145,000.00	
	PR P/E 4/15/22	04/20/2022	REPLENISH PAYROLL FOR P/E 4/15/22	\$150,000.00	
78032	04/28/2022			CIVIC PUBLICATIONS, INC.	\$26,328.00
	Invoice	Date	Description	Amount	
	1708	03/28/2022	ADVERTISING IN CIVIC PUBLICATIONS	\$26,328.00	
78033	04/28/2022			CLARENCE THRALL	\$14,580.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 28, 2022**

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

Invoice	Date	Description	Amount
141	04/02/2022	MAINT SVC-APR 2022	\$14,580.00
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78034	04/28/2022	CNC ENGINEERING	\$175,662.50
Invoice	Date	Description	Amount
505079	04/14/2022	DESIGN-BUILD FOR SOLAR CARPORT CANOPY	\$3,245.00
505080	04/14/2022	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	\$102.50
505081	04/14/2022	SITE PLAN FOR SHERIFF TRAILER	\$1,895.00
505082	04/14/2022	EL ENCANTO IMPROVEMENTS	\$860.00
505083	04/14/2022	KELLA AVE STORM DRAIN	\$5,197.50
505084	04/14/2022	GALE AVE REALIGNMENT	\$7,820.00
505085	04/14/2022	RESURFACING OF DON JULIAN RD	\$1,500.00
505086	04/14/2022	WALNUT DR NORTH WIDENING	\$2,210.00
505087	04/14/2022	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$3,272.50
505088	04/14/2022	GENERAL ENG SVC-COUNTER SERVICE	\$510.00
505089	04/14/2022	GENERAL ENG-3951 CAPITOL AVE	\$320.00
505090	04/14/2022	GENERAL ENG 3/28-4/10/22	\$3,785.00
505091	04/14/2022	GENERAL ENG SVC-TRAFFIC	\$1,637.50
505092	04/14/2022	GENERAL ENG SVC-PLAN APPROVAL	\$9,075.00
505093	04/14/2022	GENERAL ENG SVC-PERMITS	\$25,012.50
505094	04/14/2022	ARENTH AVE STREET IMPROVEMENT	\$1,550.00
505095	04/14/2022	RESURFACING VALLEY BLVD	\$1,558.75
505096	04/14/2022	GENERAL ENG 3/28-4/10/22	\$83,643.75
505097	04/14/2022	NPDES STORM WATER	\$160.00
505098	04/14/2022	TONNER CYN PROPERTY	\$1,255.00
505099	04/14/2022	COLIMA RD WIDENING	\$220.00

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
505100	04/14/2022	STREET LIGHT OPERATIONS & MAINT	\$360.00
505101	04/14/2022	INDUSTRY BUSINESS COUNCIL IMPROVEMENTS	\$1,440.00
505102	04/14/2022	CITY HALL MAINT	\$2,935.00
505103	04/14/2022	INDUSTRY BUSINESS COUNCIL CHAMBERS	\$1,355.00
505104	04/14/2022	UPGRADES TO ELECTRONIC FREEWAY DISPLAY	\$360.00
505105	04/14/2022	HOMESTEAD MUSEUM IMPROVEMENTS	\$795.00
505106	04/14/2022	VALLEY BLVD CORRIDOR CO-OP PROJECT	\$462.50
505107	04/14/2022	STIMSON AVE CROSSING	\$7,320.00
505108	04/14/2022	CALIFORNIA AVE CROSSING IMPROVEMENTS	\$102.50
505109	04/14/2022	FIRE DAMAGE REPAIR OF EV AND SOLAR ENERGY	\$220.00
505110	04/14/2022	METROLINK MAINT-PARKING LOT SOLAR SYSTEM	\$4,740.00
505111	04/14/2022	EL ENCANTO IMPROVEMENTS	\$630.00
505112	04/14/2022	MUSEUM-HEALTHCARE CAMPUS UPGRADES	\$112.50
78035	04/28/2022	CNC ENGINEERING	\$118,093.75
Invoice	Date	Description	Amount
505113	04/14/2022	SAN JOSE AVE RECONSTRUCTION	\$1,980.00
505114	04/14/2022	INDUSTRY HILLS FUEL TANKS DISPENSING	\$517.50
505115	04/14/2022	605 FWY AND VALLEY BLVD INTERCHANGE	\$1,512.50
505116	04/14/2022	HIGHWAY BRIDGE PROGRAM FUNDING	\$1,317.50
505117	04/14/2022	BRIDGE REHABILITATION-VALLEY BLVD	\$205.00
505118	04/14/2022	BRIDGE REHABILITATION-VALLEY BLVD	\$307.50
505119	04/14/2022	AZUSA AVE BRIDGE REPAINTING	\$102.50
505120	04/14/2022	FISCAL YEAR BUDGET	\$5,925.00
505121	04/14/2022	ROWLAND ST RECONSTRUCTION	\$15,746.25
505122	04/14/2022	BIXBY DR PCC PAVEMENT	\$1,515.00

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
505123	04/14/2022	NELSON AVE INTERSECTION	\$337.50
505124	04/14/2022	CITY MAINTAINED LANDSCAPE AREAS	\$4,810.00
505125	04/14/2022	MAINT YARD AT 1123 HATCHER AVE	\$277.50
505126	04/14/2022	CARTEGRAPH MGMT	\$28,045.00
505127	04/14/2022	HOMESTEAD MUSEUM UPGRADES	\$540.00
505128	04/14/2022	LEMON AVE QUIET ZONE	\$307.50
505129	04/14/2022	CITYWIDE STREET LIGHT LED UPGRADES	\$1,100.00
505130	04/14/2022	CITYWIDE STREET LIGHT LED UPGRADES	\$7,025.00
505131	04/14/2022	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	\$530.00
505132	04/14/2022	ADA COMPLIANCE ON PUBLIC RIGHT OF WAY	\$6,777.50
505133	04/14/2022	ADA COMPLIANCE FOR FACILITIES	\$5,355.00
505134	04/14/2022	ADA COMPLIANCE FOR FACILITIES	\$2,635.00
505135	04/14/2022	15710-15718 RAUSCH RD BLDG IMPROVEMENT	\$450.00
505136	04/14/2022	RAUSCH RD SIDEWALK AND PARKING LOT	\$12,015.00
505137	04/14/2022	DEL VALLE AND HILL ST STORM DRAIN	\$650.00
505138	04/14/2022	GALE AVE RESURFACING	\$2,910.00
505139	04/14/2022	ANNUAL PAVEMENT REHABILITATION	\$5,710.00
505140	04/14/2022	ANNUAL SLURRY SEAL FY 21/22	\$1,130.00
505141	04/14/2022	CITYWIDE SIGNING & STRIPING IMPROVEMENTS	\$3,275.00
505142	04/14/2022	INTELLIGENT TRANSPORTATION SYSTEM	\$102.50
505143	04/14/2022	PAVEMENT MGMT PLAN 2022	\$102.50
505144	04/14/2022	SNOW CREEK STORM DRAIN	\$100.00
505145	04/14/2022	GRAND AVE BRIDGE WIDENING	\$4,780.00

78036	04/28/2022		CORELOGIC INFORMATION	\$192.50
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	82127286	03/31/2022	GEOGRAPHIC PKG-MAR 2022	\$192.50
78037	04/28/2022		DB SALES & SERVICE	\$1,465.00
	Invoice	Date	Description	Amount
	15860	03/31/2022	REPAIR BOILER #1 & #2-EL ENCANTO	\$1,465.00
78038	04/28/2022		EGOSCUE LAW GROUP, INC.	\$1,350.00
	Invoice	Date	Description	Amount
	13445	04/04/2022	LEGAL SVC-FOLLOW'S CAMP	\$1,350.00
78039	04/28/2022		ELEVATE PUBLIC AFFAIRS, LLC	\$21,000.00
	Invoice	Date	Description	Amount
	2644	04/12/2022	MEDIA CONSULTING-MAY 2022	\$15,000.00
	2645	04/12/2022	IBC STRATEGIC CONSULTING-MAR 2022	\$6,000.00
78040	04/28/2022		FEDERAL EXPRESS CORP.	\$747.18
	Invoice	Date	Description	Amount
	7-717-65928	04/08/2022	MESSENGER SVC	\$747.18
78041	04/28/2022		FIRST AMERICAN DATA TREE, LLC	\$200.00
	Invoice	Date	Description	Amount
	20088320322	03/31/2022	PROPERTY DATA INFORMATION	\$200.00
78042	04/28/2022		FRAZER, LLP	\$42,574.00
	Invoice	Date	Description	Amount
	177452	03/31/2022	SA-PROF SVC FOR FEB/MAR 2022	\$18,400.00

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CITY.WF.CHK - City General Wells Fargo				
	177458	03/31/2022	COI-PROF SVCFOR MAR 2022	\$24,174.00
78043	04/28/2022		GARCIA'S FENCE CORP	\$19,425.00
	Invoice	Date	Description	Amount
	42205	04/05/2022	FENCE REPAIR-SAN JOSE HILLS REGION	\$11,675.00
	42213	04/11/2022	REPAIR GATE-FERRERO PKY	\$2,150.00
	42212	04/08/2022	ROW FENCE REPAIR	\$5,600.00
78044	04/28/2022		GIVEN DESIGN GROUP, INC.	\$21,455.00
	Invoice	Date	Description	Amount
	22-027	02/28/2022	ROOF UPGRADE-EL ENCANTO	\$21,455.00
78045	04/28/2022		GMS ELEVATOR SERVICES, INC	\$145.00
	Invoice	Date	Description	Amount
	109881	04/01/2022	ELEVATOR MAINT-CITY HALL	\$145.00
78046	04/28/2022		GRAND CENTRAL RECYCLING &	\$1,367.24
	Invoice	Date	Description	Amount
	4790751	03/31/2022	SOLID WASTE-CITY HALL	\$1,367.24
78047	04/28/2022		HISTORICAL RESOURCES, INC.	\$48,616.06
	Invoice	Date	Description	Amount
	COI2022-11	04/14/2022	ADMIN & MGMT SVC-HOMESTEAD	\$48,616.06
78048	04/28/2022		IDS GROUP, INC.	\$21,160.00
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	21X062.00-1A	03/29/2022	ENG SVC-CITY HALL SOLAR PANELS	\$21,160.00
78049	04/28/2022		INDUSTRY BUSINESS COUNCIL	\$80,047.03
	Invoice	Date	Description	Amount
	FEBRUARY 2022	04/18/2022	EXPENSE REIMBURSEMENT-FEB 2022	\$80,047.03
78050	04/28/2022		INDUSTRY SECURITY SERVICES	\$58,034.33
	Invoice	Date	Description	Amount
	14-26239	04/08/2022	SECURITY SVC 4/1-4/7/22	\$9,370.68
	14-26242	04/08/2022	SECURITY SVC-VARIOUS CITY SITES	\$19,590.44
	14-26216	04/01/2022	SECURITY SVC 3/25-3/31/22	\$9,453.11
	1426219	04/01/2022	SECURITY SVC-VARIOUS CITY SITES	\$19,620.10
78051	04/28/2022		INDUSTRY STATION ATHLETIC FUND	\$641.75
	Invoice	Date	Description	Amount
	4/20/2022	04/20/2022	REIMBURSEMENT FOR CAR RENTALS-BAKER TO	\$641.75
78052	04/28/2022		JANUS PEST MANAGEMENT	\$4,252.00
	Invoice	Date	Description	Amount
	246154	04/06/2022	PEST CONTROL-TONNER CYN	\$441.00
	246162	04/06/2022	PEST SVC-IBC COUNCIL CHAMBER	\$145.00
	246223	04/06/2022	PEST SVC-IBC WEST (OLD BREA CYN)	\$168.00
	246232	04/06/2022	RODENT SVC-CHESTNUT/ANAHEIM-PUENTE RD	\$896.00
	246234	04/06/2022	RODENT SVC-HELIPAD PARKING LOT	\$486.00
	246236	04/06/2022	RODENT SVC-HELIPAD	\$300.00
	246271	04/06/2022	RODENT SVC-IBC EAST (LANDFILL)	\$733.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	246383	04/06/2022	PEST SVC-CITY HALL/MOSQUITO TRAP	\$405.00
	246396	04/06/2022	MOSQUITO TRAP-EL ENCANTO	\$78.00
	246551	04/06/2022	PEST SVC-HOMESTEAD	\$600.00
78053	04/28/2022		JMDiaz, Inc.	\$1,960.00
	Invoice	Date	Description	Amount
	061(22-071)	04/06/2022	STAFF AUGMENTATION-MAR 2022	\$1,960.00
78054	04/28/2022		JOE A. GONSALVES & SON	\$10,000.00
	Invoice	Date	Description	Amount
	159784	04/15/2022	LEGISLATIVE SVC-APR 2022	\$10,000.00
78055	04/28/2022		KLINE'S PLUMBING, INC.	\$875.00
	Invoice	Date	Description	Amount
	12272	04/05/2022	REPAIR DRINKING FOUNTAIN-METROLINK	\$275.00
	12270	04/05/2022	REPAIR HVAC SYSTEM-CITY HALL	\$350.00
	12271	04/05/2022	REPAIR BROKEN HOSE-TRES HERMANOS	\$250.00
78056	04/28/2022		KONICA MINOLTA	\$299.09
	Invoice	Date	Description	Amount
	9008413092	03/28/2022	COPY MACHINE MAINT-HOMESTEAD	\$299.09
78057	04/28/2022		L A COUNTY DEPT OF PUBLIC	\$8,427.83
	Invoice	Date	Description	Amount
	IN220000690	03/24/2022	ACCIDENT-ALBATROSS RD @ CLIMA RD	\$523.93
	IN220000691	03/24/2022	ACCIDENT-TEMPLE AVE @ VINELAND AVE	\$380.85

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	IN220000693	03/24/2022	ACCIDENT-NELSON @ ORANGE AVE	\$990.04
	IN220000702	03/24/2022	ACCIDENT-HACIENDA BL @ NELSON AVE	\$1,911.08
	IN220000704	03/24/2022	ACCIDENT-COLIMA RDE @ STONER CREEK RD	\$4,621.93
78058	04/28/2022		L A COUNTY SHERIFF'S	\$54,104.71
	Invoice	Date	Description	Amount
	222436LL	03/29/2022	SPECIAL EVENT-DIRECTED PATROL	\$54,104.71
78059	04/28/2022		LEGEND PUMP AND WELL SERVICE,	\$784.00
	Invoice	Date	Description	Amount
	57285	03/29/2022	QTRLY MAINT-BAKER SLOPES	\$784.00
78060	04/28/2022		LOS ANGELES COUNTY PUBLIC	\$30,921.82
	Invoice	Date	Description	Amount
	PW-22030705406-R	03/24/2022	TRAFFIC SIGNAL MAINT	\$4,033.62
	PW-22020704782-R	03/24/2022	TRAFFIC SIGNAL MAINT	\$8,146.29
	PW-22030705405	03/07/2022	TRAFFIC SIGNAL MAINT	\$18,741.91
78061	04/28/2022		LOS ANGELES ENGINEERING, INC.	\$194,595.15
	Invoice	Date	Description	Amount
	#23GGA-0387-1	04/01/2022	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	\$56,291.00
	#23GGS-0387-3	04/01/2022	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	\$84,546.00
	#23GGS-0387-4	04/01/2022	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	\$64,000.00
78062	04/28/2022		BANNER BANK	\$10,241.85
	Invoice	Date	Description	Amount
	#23GGS-0387-1-R	04/01/2022	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$2,814.55

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	#23GGS-0387-3-R	04/01/2022	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$4,227.30
	#23GGS-0387-4-R	04/01/2022	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$3,200.00
78063	04/28/2022		LOWE'S/SYNCHRONY BANK	\$842.64
	Invoice	Date	Description	Amount
	998006-IPSMBH	02/23/2022	UTILITY SHELVING-CITY HALL	\$842.64
78064	04/28/2022		MATHEW HUDSON	\$302.13
	Invoice	Date	Description	Amount
	3/22-3/25/2022	04/03/2022	REIMBURSE FOR EXPENSES-LEAGUE OF CALIF	\$302.13
78065	04/28/2022		MERRITT'S ACE HARDWARE	\$163.30
	Invoice	Date	Description	Amount
	126057	12/08/2021	MISC SUPPLIES-HOMESTEAD	\$61.56
	126509	01/12/2022	MISC SUPPLIES-HOMESTEAD	\$48.98
	127975	04/11/2022	MISC SUPPLIES-STREETLIGHTS	\$52.76
78066	04/28/2022		MMASC	\$60.00
	Invoice	Date	Description	Amount
	4611	04/06/2022	CITY MANAGERS LUNCHEON-JOSHUA NELSON	\$60.00
78067	04/28/2022		MUNI-ENVIRONMENTAL, LLC	\$48,172.50
	Invoice	Date	Description	Amount
	22-005	04/01/2022	COMMERCIAL WASTE PROGRAM	\$48,172.50
78068	04/28/2022		MUSEUM MANAGEMENT	\$7,500.00
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	4213	03/31/2022	MUSEUM STRATEGY PLANNING-HOMESTEAD	\$7,500.00
78069	04/28/2022		NINYO & MOORE GEOTECHNICAL	\$5,217.00
	Invoice	Date	Description	Amount
	259924	04/12/2022	GEO SVC-VALLEY BLVD RESURFACING	\$5,217.00
78070	04/28/2022		PACIFIC UTILITY INSTALLATION	\$1,533.00
	Invoice	Date	Description	Amount
	25661	03/31/2022	CITY STREETLIGHT PROGRAM	\$1,533.00
78071	04/28/2022		PARS	\$600.00
	Invoice	Date	Description	Amount
	50306	04/07/2022	ARS FEES-FEB 2022	\$300.00
	50440	04/08/2022	REP FEES-FEB 2022	\$300.00
78072	04/28/2022		POST ALARM SYSTEMS	\$319.60
	Invoice	Date	Description	Amount
	1470544	04/04/2022	MONITORING SVC-HOMESTEAD	\$319.60
78073	04/28/2022		PRINCE GLOBAL SOLUTIONS, LLC	\$5,000.00
	Invoice	Date	Description	Amount
	037	04/11/2022	FEDERAL ADVOCACY-MAR 2022	\$5,000.00
78074	04/28/2022		PURCHASE POWER	\$400.00
	Invoice	Date	Description	Amount
	4/5/2022	04/05/2022	POSTAGE REFILL ON 3/8/22 & 4/5/22	\$400.00

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
78075	04/28/2022		R.J. NOBLE COMPANY	\$15,390.00
	Invoice	Date	Description	Amount
	#3CITY-1463	04/01/2022	RESURFACING VALLEY BLVD	\$16,200.00
78076	04/28/2022		BANNER BANK	\$810.00
	Invoice	Date	Description	Amount
	#3CITY-1463-R	04/01/2022	RETENTION-RESURFACING VALLEY BLVD	\$810.00
78077	04/28/2022		RICOH USA, INC.	\$1,138.82
	Invoice	Date	Description	Amount
	5064268542	04/01/2022	METER READING-VARIOUS COPIERS	\$738.87
	5064359293	04/08/2022	METER READING-VARIOUS	\$399.95
78078	04/28/2022		RICOH USA, INC.	\$3,342.36
	Invoice	Date	Description	Amount
	75973896	04/09/2022	COPIER LEASE-VARIOUS	\$817.83
	75964864	04/09/2022	COPIER LEASE-VARIOUS	\$2,524.53
78079	04/28/2022		SAGE ENVIRONMENTAL GROUP	\$10,759.00
	Invoice	Date	Description	Amount
	1096	04/19/2022	BIOLOGICAL SVC-VARIOUS SITES	\$10,759.00
78080	04/28/2022		SAN GABRIEL VALLEY CITY	\$1,250.00
	Invoice	Date	Description	Amount
	4/7/2022	04/07/2022	SPONSORSHIP FOR ANNUAL SEMINAR	\$1,250.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
78081	04/28/2022		SAN GABRIEL VALLEY NEWSPAPER	\$2,123.07
	Invoice	Date	Description	Amount
	0011520621	02/28/2022	ACCT #5007735 - NOTICE INVITING BIDS-21/22	\$2,123.07
78082	04/28/2022		SCS FIELD SERVICES	\$20,629.27
	Invoice	Date	Description	Amount
	0431739	03/31/2022	INDUSTRY HILLS-LANDFILL GAS SYSTEM	\$20,629.27
78083	04/28/2022		SKYBRIDGE RENEWABLES CORP.	\$62,232.00
	Invoice	Date	Description	Amount
	1302B	03/28/2022	SOLAR PANELS-CITY HALL	\$62,232.00
78084	04/28/2022		SO CAL INDUSTRIES	\$91.26
	Invoice	Date	Description	Amount
	557759	03/30/2022	RR RENTAL-TONNER CYN/57FWY	\$91.26
78085	04/28/2022		SPECTRUM	\$938.99
	Invoice	Date	Description	Amount
	0362894041022	04/10/2022	BUSINESS INTERNET-APR 2022	\$938.99
78086	04/28/2022		STAPLES BUSINESS ADVANTAGE	\$1,378.12
	Invoice	Date	Description	Amount
	8065696771	03/26/2022	OFFICE SUPPLIES	\$1,337.75
	8065781010	04/02/2022	OFFICE SUPPLIES	\$40.37

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
78087	04/28/2022		STATE COMPENSATION INSURANCE	\$1,547.91
	Invoice	Date	Description	Amount
	1000313960	04/01/2022	WORKERS COMP PREMIUM FOR APRIL 2022	\$1,547.91
78088	04/28/2022		STATE WATER RESOURCES	\$704.00
	Invoice	Date	Description	Amount
	SW-0236908	04/18/2022	ANNUAL PERMIT FEE-ARENTH AVE IMPROVEMENT	\$704.00
78089	04/28/2022		SUPERIOR COURT OF CA-LA	\$4,337.00
	Invoice	Date	Description	Amount
	MARCH 2022	04/12/2022	PARKING CITATIONS REPORT- MAR 2022	\$4,337.00
78090	04/28/2022		TEMP AIR SYSTEM INC.	\$8,500.00
	Invoice	Date	Description	Amount
	14015	04/05/2022	REPLACE MINI SPLIT HVAC SYSTEM-HOMESTEAD	\$8,500.00
78091	04/28/2022		THE TECHNOLOGY DEPOT	\$9,899.39
	Invoice	Date	Description	Amount
	18461	04/01/2022	CLOUD CONNECT VIRTUAL-MAY 2022	\$1,742.33
	18492	03/31/2022	NETWORK MAINT	\$206.25
	18493	03/31/2022	NETWORK MAINT	\$288.75
	18457	04/01/2022	PLATINUM CYBER PROTECTION-MAY 2022	\$707.55
	18462	04/01/2022	CLOUD CONNECT VEEAM-MAY 2022	\$263.34
	18456	04/01/2022	CLOUD CONNECT DATA STORAGE-MAY 2022	\$1,345.50
	18458	04/01/2022	CLOUD CONNECT SHERIFF'S BLDG	\$287.25
	18459	04/01/2022	VITA KASEYA-MAY 2022	\$535.35
	18463	04/01/2022	ADD'L DELL SVC-MAY 2022	\$2,187.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	18460	04/01/2022	CLOUD CONNECT UNAAS-MAY 2022	\$727.23
	18207	03/01/2022	CLOUD CONNECT DATA STORAGE-APR 2022	\$1,345.50
	18038	02/01/2022	CLOUD CONNECT VEEAM-MAR 2022	\$263.34
78092	04/28/2022		TPX COMMUNICATIONS	\$4,303.99
	Invoice	Date	Description	Amount
	155175526-0	03/31/2022	INTERNET SVC-CITY HALL/METRO SOLAR	\$4,303.99
78093	04/28/2022		TPX COMMUNICATIONS	\$2,346.06
	Invoice	Date	Description	Amount
	155115166-0	03/31/2022	TEL/INTERNET-HOMESTEAD	\$2,346.06
78094	04/28/2022		TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount
	INV2022-00312	04/01/2022	MAINT SVC-METRO SOLAR	\$1,726.67
78095	04/28/2022		TURBO DATA SYSTEMS, INC	\$381.58
	Invoice	Date	Description	Amount
	37195	03/31/2022	CITATION PROCESSING FEB/MAR 2022	\$381.58
78096	04/28/2022		UNION PACIFIC RAILROAD COMPANY	\$6,981.50
	Invoice	Date	Description	Amount
	90114129	03/08/2022	INSTALL FLASHING LIGHTS/GATES-SAN JOSE AVE	\$6,981.50
78097	04/28/2022		UNUM LIFE INSURANCE COMPANY	\$3,081.60
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
April 28, 2022**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	12/1/21-5/31/22	03/01/2022	LONG TERM CARE FROM 12/1/21-5/31/22	\$3,081.60
78098	04/28/2022		VALLEY POWER SYSTEMS, INC.	\$619.00
	Invoice	Date	Description	Amount
	R68245	03/25/2022	QTRLY SVC FOR GENERATOR-CITY HALL	\$619.00
78099	04/28/2022		VALLEY VISTA SERVICES, INC	\$15,694.72
	Invoice	Date	Description	Amount
	4730117	03/29/2022	DISP SVC-FRONT LEADING BINS (NOV 2021-FEB 2022)	\$1,401.55
	4775670	04/01/2022	DISP SVC-TONNER CYN (MAINT YD)	\$1,307.72
	4775672	04/01/2022	DISP SVC-TONNER CYN (CAMP COURAGE)	\$524.20
	4775668	04/01/2022	DISP SVC-15660 MAYOR DAVE WAY (YAL)	\$137.74
	4775671	04/01/2022	DISP SVC-1123 HATCHER AVE #ABC	\$269.80
	4777105	01/31/2022	DISP SVC-1123 HATCHER AVE #ABC	\$3,177.73
	4775669	04/01/2022	DISP SVC-CITY HALL	\$493.91
	4776074	04/01/2022	DISP SVC-CITY BUS STOPS	\$4,796.49
	4775863	04/01/2022	DISP SVC-205 N HUDSON AVE	\$229.15
	4777150	03/31/2022	DISP SVC-HADDICKS IMPOUND YARD	\$754.96
	3886555	01/01/2020	DISP SVC-CITY HALL	\$343.56
	3886557	01/01/2020	DISP SVC-TONNER CYN (CAMP COURAGE)	\$300.00
	3886556	01/01/2020	DISP SVC-TONNER CYN (MAINT YD)	\$548.00
	4078136-A	07/01/2020	BALANCE FOR INV 4078136	\$100.00
	4791172	03/31/2022	DISP SVC-CITY RESIDENTS	\$1,309.91
78100	04/28/2022		VANGUARD CLEANING SYSTEMS,	\$937.50
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
April 28, 2022**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	109841	04/01/2022	JANITORIAL SVC-HOMESTEAD	\$937.50
78101	04/28/2022		WEATHERITE SERVICE	\$1,320.00
	Invoice	Date	Description	Amount
	L194810	03/31/2022	CONDENSER TUBE CLEANING-IBC	\$1,320.00
78102	04/28/2022		WELLS FARGO	\$9,114.16
	Invoice	Date	Description	Amount
	3/2-4/3/22	04/03/2022	CREDIT CARD EXPENSE P/E 4/3/22	\$9,114.16
78103	04/28/2022		WEST COAST ARBORISTS, INC.	\$19,819.00
	Invoice	Date	Description	Amount
	184071	03/31/2022	STREET TREES-PUBLIC ROW	\$19,819.00
78104	04/28/2022		WKE, INC	\$3,856.00
	Invoice	Date	Description	Amount
	1200419202	03/30/2022	GRAND AVE NB WIDENING OVER SAN JOSE CREEK	\$3,856.00

Checks	Status	Count	Transaction Amount
	Total	111	\$2,129,805.84

CITY COUNCIL

ITEM NO. 6.2

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 10, 2022
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CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 754 773 103#.

FLAG SALUTE

The flag salute was led by Mayor Cory Moss.

ROLL CALL

PRESENT: Cory C. Moss, Mayor
Cathy Marcucci, Mayor Pro Tem
Michael Greubel, Council Member
Mark Radecki, Council Member
Newell W. Ruggles, Council Member

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; and Julie Robles, City Clerk.

PUBLIC COMMENTS

There were none.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR FEBRUARY 10, 2022

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

5.2 CONSIDERATION OF AWARD OF CONTRACT NO. CITY-1473, HOMESTEAD MUSEUM EXTERIOR SITE IMPROVEMENTS AND ADA UPGRADES, TO HORIZONS CONSTRUCTION COMPANY INTERNATIONAL, INC., IN AN AMOUNT NOT-TO-EXCEED \$331,891.00, AND ADOPT A NOTICE OF EXEMPTION REGARDING SAME

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 10, 2022
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RECOMMENDED ACTION: *Award the Contract to Horizons Construction Company in the amount of \$331,891 and adopt a Notice of Exemption for the project.*

5.3 CONSIDERATION OF CHANGE ORDER NO. 1 AND DEDUCTIVE CHANGE ORDER NO. 2, IN THE AMOUNT OF \$2,864.92, AND NOTICE OF COMPLETION FOR CONTRACT NO. CITY-1475 ANNUAL PAVEMENT REHABILITATION FY 21, WITH SULLY-MILLER CONTRACTING COMPANY

RECOMMENDED ACTION: *Approve Change Order No. 1 & Deductive Change Order No. 2 and authorize the Deputy City Engineer to execute the Notice of Completion.*

5.4 CONSIDERATION OF MATTERS RELATED TO THE COVID-19 PANDEMIC:

a. CONSIDERATION OF AN AMENDED AND RESTATED PROCLAMATION AND ORDER OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY

b. CONSIDERATION OF RESOLUTION NO. CC 2022-07 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

RECOMMENDED ACTION: *Adopt the Amended and Restated Proclamation proclaiming existence of a local emergency, and adopt Resolution No. CC 2022-07, authorizing the continuance of remote teleconferencing meetings pursuant to AB 361.*

Mayor Moss recused herself from voting on check number 77555, for item 1 (Register of Demands) due to a potential or actual financial conflict of interest.

Council Member Radecki recused himself from voting on check number 77559, for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is currently employed by Square Root Golf and Landscape.

Council Member Ruggles recused himself from voting on check number 77107, for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is currently employed by Haddick's Auto Body.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 10, 2022
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Council Member Ruggles asked for a Staff Report for Item No. 5.2. Senior Project Manager James Cramsie, from CNC Engineering provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER GREUBEL THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH MAYOR MOSS RECUSING HERSELF FROM CHECK NUMBER 77555 ON ITEM 1 (REGISTER OF DEMANDS) AND COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 77559 ON ITEM 1 (REGISTER OF DEMANDS) AND COUNCIL MEMBER RUGGLES RECUSING HIMSELF FROM CHECK NUMBER 77107 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

ACTION ITEMS

6.1 CONSIDERATION OF APPOINTMENT FOR ONE (1) VACANT SEAT ON THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

RECOMMENDED ACTION: *Discuss and make appointment to the Property and Housing Management Authority and / or provide additional direction to Staff.*

Assistant City Manager Bing Hyun mentioned that one application was received for the one vacant seat.

MOTION BY MAYOR MOSS, AND SECOND BY MAYOR PRO TEM MARCUCCI TO NOMINATE REHELEH GORGINFAR FOR THE APPOINTMENT TO THE PROPERTY AND HOUSING MANAGEMENT AUTHORITY. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, RUGGLES,
MPT/MARCUCCI, M/MOSS

NOES: COUNCIL MEMBERS: NONE

ABSENT COUNCIL MEMBERS: NONE

ABSTAIN COUNCIL MEMBERS: NONE

6.2 CONSIDERATION OF RESOLUTION NO. CC 2022-08 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ESTABLISHING A CIVIC CENTER DESIGN AND DEVELOPMENT ADVISORY COMMITTEE

RECOMMENDED ACTION: Adopt Resolution No. CC 2022-08.

City Manager Josh Nelson provided a staff report and explained the need for the Committee. This will help in looking forward with a vision for the development of the Advisory Committee as well as other forthcoming buildings. The proposal complies with the Brown Act and will have 5 members. Two members will be from the Council, two from the public with qualified electors (who are able to vote) and the 5th will be the Director of Development Services, Bing Hyun. A consultant may as well be involved but all actions will be brought back and approved by the Council. At a future meeting and after some thought and consensus the nomination of the two Council Members, within the guidelines of the Brown Act, will be appointed.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER GREUBEL TO ADOPT RESOLUTION NO. CC 2022-08. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, RUGGLES,
MPT/MARCUCCI, M/MOSS

NOES: COUNCIL MEMBERS: NONE

ABSENT COUNCIL MEMBERS: NONE

ABSTAIN COUNCIL MEMBERS: NONE

CITY MANAGER REPORTS

City Manager, Josh Nelson informed the Council that he and Sam Pedroza had attended the League of Cities Conference and found it to be very informative.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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AB 1234 REPORTS

There were none.

City Attorney Casso said that Josh Nelson, in reporting in the City Manager Reports, had complied with the AB 1234 reports.

CITY COUNCIL COMMUNICATIONS

Mayor Moss asked if there is no objection to provide a special certificate to Joe Schuman at an upcoming meeting for his 38 years of service at El Encanto.

CLOSED SESSION

City Clerk Robles announced there was a need for Closed Session as follows:

Mr. H. spoke in opposition of Closed Session Items 10.1 and 10.2. He provided documents for the record.

10.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)
Concerned Citizens of City of Industry v. Radecki, *et al.*
Superior Court of California, County of Los Angeles
Case No. BC700716

10.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)
City of Industry v. Cruz
Superior Court of California, County of Los Angeles
Case No. 20STCV25407

Mayor, Cory C. Moss, recessed the meeting into Closed Session at 9:23 a.m.

Mayor Moss reconvened the meeting at 10:51 a.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session items 10.1, and 10.2, direction was given to the City Attorney's Office. No final action was taken, nothing further to report.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 10, 2022
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ADJOURNMENT

There being no further business, the City Council adjourned at 10:53 a.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 10, 2022
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CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 754 773 103#.

FLAG SALUTE

The flag salute was led by Mayor Cory Moss.

ROLL CALL

PRESENT: Cory C. Moss, Mayor
Cathy Marcucci, Mayor Pro Tem
Michael Greubel, Council Member
Mark Radecki, Council Member
Newell W. Ruggles, Council Member

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; and Julie Robles, City Clerk.

PUBLIC COMMENTS

There were none.

CLOSED SESSION

City Clerk Robles announced there was a need for Closed Session as follows:

Armando Herman spoke in opposition of Closed Session.

- 5.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Mosley v. City of Industry, et al
Superior Court of California, County of Los Angeles
Case No. 21STCV44149

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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5.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8

Property: 1 Industry Hills Parkway, City of Industry, CA, 91744
also known as Assessor Parcel Numbers (portion of)
8247-014-900, (portion of) 8247-013-908, 8262-001-
900, 8262-001-902, (portion of) 8262-011-930, 8262-
011-931, 8262-012-270, 8262-012- 271, 8262-012-
272, 8262-012-273, (portion of) 8262-012-274,
(portion of) 8262-012-275, 8262-012-276,(portion of)
8262-015-900, (portion of) 8262-015-901, 8262-015-
902, 8262-015-904, (portion of) 8262-015-905, 8263-
008-270, 8263-008-271, 8263-008-904 and 8263-
027-270

Agency Negotiators: Josh Nelson, City Manager,
James M. Casso, City Attorney

Negotiating Parties: Majestic Industry Hills, LLC, a Delaware limited
liability company

Under Negotiation: Price and terms of payment

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

Property: Assessor Parcel Numbers 8262-015-900 and 8262-015-901

Agency Negotiators: Josh Nelson, City Manager
James M. Casso, City Attorney

Negotiating Parties: Beach Street Development LLC

Under Negotiation: Price and terms of payment

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

Property: Assessor Parcel Numbers 8262-015-900, 8262-015-
901 and 8565-024-008

Agency Negotiators: Josh Nelson, City Manager
James M. Casso, City Attorney

Negotiating Parties: Edward P. Roski, Jr., Trustee of The Roski, Sr.
Revocable Trust of 199.1; Edward P. Roski, Jr.,
Trustee of the Non-Exempt Roski Family Trust

Under Negotiation: Price and terms of payment

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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Mayor, Cory C. Moss, recessed the meeting into Closed Session at 9:23 a.m.

Mayor Moss reconvened the meeting at 10:51 a.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session item 5.1, direction was given to the City Attorney's Office, no final action was taken.

With regard to Closed Session items 5.2, 5.3, and 5.4, direction was given to the Agency Negotiators, no final action taken.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:53 a.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

CITY COUNCIL REGULAR MEETING MINUTES
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CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 871 701 797#.

FLAG SALUTE

The flag salute was led by Mayor Cory Moss.

ROLL CALL

PRESENT: Cory C. Moss, Mayor
Cathy Marcucci, Mayor Pro Tem - Telephonically
Mark Radecki, Council Member
Newell W. Ruggles, Council Member

ABSENT: Michael Greubel, Council Member

Mayor Moss asked with no objection that Council Member Michael Greubel be excused today, he is not feeling good.

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Robles, City Clerk.

PUBLIC COMMENTS

Mike Greenspan and Armando Herman each spoke about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

CONSENT CALENDAR

Mike Greenspan and Armando Herman each spoke in opposition of the Consent Calendar.

Council Member Ruggles asked to pull Item Nos. 5.2, and 5.4, for a staff report.

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CITY OF INDUSTRY, CALIFORNIA
MARCH 10, 2022
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Mayor Moss asked to pull Item No. 5.7, for a staff report.

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR MARCH 10, 2022

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

5.2 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH ADVANTEC CONSULTING ENGINEERS, INC. TO PROVIDE AN INTELLIGENT TRANSPORTATION SYSTEMS MASTER PLAN, IN AN AMOUNT NOT-TO-EXCEED \$175,060.00

RECOMMENDED ACTION: *Approve the Agreement.*

Program Manager, Tapas Dutta, with CNC Engineering provided a staff report and was available to answer any questions.

5.3 CONSIDERATION OF A RIGHT-OF-WAY CONTRACT WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR VARIOUS RIGHT OF WAY PROPERTIES FOR THE STATE ROUTE 57/60 CONFLUENCE CHOKEPOINT RELIEF PROJECT (MP 99-31 #22C)

RECOMMENDED ACTION: *Approve the Right-Of-Way Contract with San Gabriel Valley Council of Government.*

5.4 CONSIDERATION OF TAKE OVER AGREEMENT WITH ARCH INSURANCE COMPANY, FOR CONTRACT NO. CIP-FAC-19-049-B, (CITY-1456), SITE PLAN FOR SHERIFF'S TRAILER

RECOMMENDED ACTION: *Approve the Agreement.*

Engineering Manager, Mat Hudson, provided a staff report along with photos and was available to answer any questions.

5.5 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRI-STAR INDUSTRIAL SUPPLIES AND SERVICES, TO RENDER SERVICES AS THE INSPECTOR OF RECORD FOR THE EL ENCANTO INTERIOR IMPROVEMENTS PROJECT, EXTENDING THE TERM THROUGH MARCH 12, 2024, REVISING THE INDEMNITY PROVISIONS, UPDATING

CITY COUNCIL REGULAR MEETING MINUTES
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THE RATE SCHEDULE, INCREASING COMPENSATION BY \$10,000.00, AND UPDATING THE ADDRESS FOR THE CITY (CIP-FAC-19-064-B)

RECOMMENDED ACTION: *Approve the Amendment.*

5.6 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GREGG MAEDO + ASSOCIATES, INC., FOR ARCHITECTURAL SERVICES AT EL ENCANTO HEALTHCARE AND HABILITATION CENTER, EXTENDING THE TERM THROUGH AUGUST 1, 2023, REVISING THE SCOPE OF SERVICES, REVISING THE RATE SCHEDULE, AND INCREASING COMPENSATION BY \$18,595.00

RECOMMENDED ACTION: *Approve the Amendment.*

5.7 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MUNIENVIRONMENTAL, LLC, FOR ENVIRONMENTAL AND RECYCLING CONSULTING SERVICES, EXTENDING THE TERM THROUGH MARCH 21, 2023, REVISING THE SCOPE OF SERVICES AND THE RATE SCHEDULE, AND INCREASING THE COMPENSATION BY \$83,000.00

RECOMMENDED ACTION: *Approve the Amendment.*

Assistant City Manager, Bing Hyun provided a staff report and was available to answer any questions

5.8 CONSIDERATION OF AMENDMENT NO. 1 TO THE LICENSE AGREEMENT WITH J. DE SIGIO CONSTRUCTION, INC. FOR ASSESS TO ACCESSOR'S PARCEL NO. 8262-015-901 LOCATED AT THE CORNER OF INDUSTRY HILLS PARKWAY AND SOUTH AZUSA AVENUE, FOR TEMPORARY STAGING OF CONSTRUCTION MATERIALS AND EQUIPMENT

RECOMMENDED ACTION: *Approve the Agreement.*

5.9 RATIFICATION OF LICENSE AGREEMENT WITH DOTY BROS EQUIPMENT CO., FOR ACCESS TO ASSESSOR'S PARCEL NO. 8262-015-901, LOCATED AT THE CORNER OF INDUSTRY HILLS PARKWAY AND SOUTH AZUSA AVENUE, FOR TEMPORARY STAGING OF CONSTRUCTION MATERIALS AND EQUIPMENT

RECOMMENDED ACTION: *Ratify the Agreement.*

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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5.10 RATIFICATION OF LICENSE AGREEMENT WITH GROUP DELTA CONSULTANTS, INC. FOR ACCESS TO ASSESSOR'S PARCEL NO. 8564-007-901, LOCATED AT THE NORTHWEST CORNER OF VALLEY BOULEVARD AND TEMPLE AVENUE, FOR TEMPORARY STORAGE OF THREE 55- GALLON DRUM CONTAINERS

RECOMMENDED ACTION: *Ratify the Agreement.*

5.11 CONSIDERATION OF RESOLUTION NO. CC 2022-10 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA AUTHORIZING THE CONTINUANCE OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

RECOMMENDED ACTION: *Adopt Resolution No. CC 2022-10, authorizing the continuance of remote teleconferencing meetings pursuant to AB 361.*

5.12 CONSIDERATION OF RESOLUTION NO. CC 2022-11 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE INDUSTRY SHERIFF'S YOUTH ATHLETIC LEAGUE IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR ITS ANNUAL GOLF TOURNAMENT

RECOMMENDED ACTION: *Adopt Resolution No. CC 2022-11.*

5.13 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRANICUS, LLC, FOR WEBSITE MAINTENANCE AND HOSTING, EXTENDING THE TERM THROUGH FEBRUARY 13, 2023, INCREASING COMPENSATION BY \$33,195.72, UPDATING THE RATE SCHEDULE AND SCOPE OF SERVICES, UPDATING THE ADDRESS OF THE CITY, CONSULTANT AND CITY ATTORNEY, AND UPDATING THE INDEMNITY PROVISIONS CONSISTENT WITH BEST PRACTICES FOR INDEPENDENT CONTRACTORS

RECOMMENDED ACTION: *Approve the Amendment.*

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 10, 2022
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Council Member Radecki recused himself from voting on check number 77781 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is currently employed by Square Root Golf and Landscape.

MOTION BY CHAIR MOSS, AND SECOND BY COUNCIL MEMBER RADECKI THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 77781 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	GREUBEL
ABSTAIN	COUNCIL MEMBERS:	NONE

ACTION ITEMS

6.1 CONSIDERATION OF APPOINTMENT OF ONE (1) VACANT SEAT ON THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY (CRIA) BOARD

RECOMMENDED ACTION: *Discuss and make appointment to CRIA and/or provide additional direction to staff.*

City Manager, Josh Nelson announce that one application was received for this appointment, Ronald McPeak.

Mike Greenspan and Armando Herman each spoke in opposition of Item No. 6.1.

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER RADECKI TO APPOINT RONALD MCPEAK TO THE OPEN SEAT ON THE CRIA BOARD. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	GREUBEL
ABSTAIN	COUNCIL MEMBERS:	NONE

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

Mayor Moss reported that herself along with Council Member Greubel, Vice Chair Cathy Marcucci and Public Affairs Manager Sam Pedroza went to Sacramento this week. They had a meeting with the new Senator Bob Archuleta. He is interested in coming for a tour of the City of Industry and to speak to us regarding how he could be of service to us.

CITY COUNCIL COMMUNICATIONS

Council Member Newell Ruggles spoke about the just approved resolution to the Industry Sheriff's Youth Athletic League Golf Tournament. Any new contractors that wish to participate, please sign up and get involved. This is our biggest fund raiser of the year. All donations go to youth sports.

CLOSED SESSION

City Clerk Robles announced there was a need for Closed Session as follows:

Mike Greenspan and Armando Herman each spoke in opposition of Closed Session.

- 10.1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. San Gabriel Valley Water & Power, *et al.*, and
related cross actions
Superior Court of California, County of Los Angeles
Case No. 19STCV10150

- 10.2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Cabanlit v. Con-Way Freight, Inc. *et al.*
Superior Court of California, County of Los Angeles
Case No. BC656364

Mayor, Cory C. Moss, recessed the meeting into Closed Session at 9:45 a.m.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 10, 2022
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Mayor Moss reconvened the meeting at 10:42 a.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present except for Council Member Greubel.

With regard to Closed Session Items 10.1 and 10.2, direction was given to the City Attorney's Office, no further action taken.

City Attorney, Jaime M. Casso, reported that a settlement agreement has been signed for the Lloyd Mosley lawsuit with a settlement for \$14,000.00. Mr. Mosley has agreed to first report to the City within 90 days of any alleged violations in the future. This was dismissed without prejudice. No further action to be done on this case.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:44 a.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 24, 2022
PAGE 1

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 340 827 519#.

FLAG SALUTE

The flag salute was led by Mayor Cory Moss.

ROLL CALL

PRESENT: Cory C. Moss, Mayor
Cathy Marcucci, Mayor Pro Tem- Telephonically
Michael Greubel, Council Member
Mark Radecki, Council Member
Newell W. Ruggles, Council Member

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Robles, City Clerk.

PUBLIC COMMENTS

Robert Gonzales, Mayor from the City of Azusa, came by to introduce himself as the new Representative for the Water Quality Authority in this area and would like, in the near future, to provide a presentation to the City explaining what the Authority does.

Mike Greenspan and Armando Herman each spoke about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

CONSENT CALENDAR

Mayor Moss announced that Item Nos. 5.7, 5.8, 5.9 and 5.10 are to be pulled from the Consent Calendar and will be up for consideration at a future meeting.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 24, 2022
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Mike Greenspan and Armando Herman each spoke in opposition of the Consent Calendar.

Council Member Ruggles asked to pull Item Nos. 5.4, 5.5, and 5.6, for a staff report.

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR MARCH 24, 2022

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

5.2 CONSIDERATION OF THE MINUTES OF THE JANUARY 27, 2022 REGULAR MEETING

RECOMMENDED ACTION: *Approve as submitted.*

5.3 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HINDERLITER, DE LLAMAS & ASSOCIATES FOR SALES AND USE TAX SERVICES, EXTENDING THE TERM THROUGH MARCH 28, 2025, UPDATING THE RATE SCHEDULE, THE ADDRESSES OF THE CITY AND CITY ATTORNEY, AND THE INDEMNITY PROVISIONS CONSISTENT WITH BEST PRACTICES FOR INDEPENDENT CONTRACTORS

RECOMMENDED ACTION: *Approve Amendment No. 1 to the Professional Services Agreement with HdL.*

5.4 CONSIDERATION OF THE HOUSING ELEMENT ANNUAL PROGRESS REPORT

RECOMMENDED ACTION: *Receive and file the Housing Element Annual Progress Report for 2021, and direct staff to transmit copies to the California Department of Housing and Community Development and Governor's Office of Planning and Research by email not later than April 1, 2022, as required by State law.*

Assistant City Manager, Bing Hyun provided a staff report and was available to answer any questions.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 24, 2022
PAGE 3

5.5 CONSIDERATION OF RESOLUTION NO. CC 2022-12 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA TO APPROVE A GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF INDUSTRY AND THE COUNTY OF LOS ANGELES

RECOMMENDED ACTION: *Adopt Resolution No. CC 2022-12 and authorize the Mayor to execute the General Services Agreement with the County of Los Angeles dated July 1, 2022.*

City Manager, Josh Nelson provided a staff report and was available to answer any questions.

5.6 CONSIDERATION OF AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRIMARK ASSOCIATES, INC., FOR THE METROLINK SOLAR AND ELECTRICAL VEHICLES CHARGER FACILITY, EXTENDING TERM THROUGH MARCH 31, 2025, REVISING THE RATE SCHEDULE, INCREASING COMPENSATION BY \$100,000.00, REVISING INDEMNITY PROVISIONS, AND REVISING THE ADDRESS OF THE CITY (MP 06-18 #10)

RECOMMENDED ACTION: *Approve the Amendment.*

Dev Birla, Operations Manager at CNC Engineering, provided a staff report and was available to answer any questions.

5.7 CONSIDERATION OF ANNUAL AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2021

RECOMMENDED ACTION: *Approve Annual Audited Financial Statements for FY 20-21.*

THIS ITEM WAS PULLED FROM THE AGENDA.

5.8 CONSIDERATION OF INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS FOR THE FISCAL YEAR ENDED JUNE 30, 2021

RECOMMENDED ACTION: *Approve Independent Auditor's Report for FY 20-21.*

THIS ITEM WAS PULLED FROM THE AGENDA.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 24, 2022
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5.9 CONSIDERATION OF AUDITOR'S COMMUNICATIONS WITH THE CITY COUNCIL FOR THE FISCAL YEAR ENDED JUNE 30, 2021

RECOMMENDED ACTION: *Approve* *Auditor's*
Communication Report for FY 20-21.

THIS ITEM WAS PULLED FROM THE AGENDA.

5.10 CONSIDERATION OF INDEPENDENT AUDITOR'S REPORT ON AGREED-UPON PROCEDURES APPLIED TO THE APPROPRIATIONS LIMIT WORKSHEETS FOR THE FISCAL YEAR ENDING JUNE 30, 2021

RECOMMENDED ACTION: *Approve the Appropriations Limit*
Worksheet for FY 20-21.

THIS ITEM WAS PULLED FROM THE AGENDA.

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER GREUBEL TO APPROVE THE CONSENT CALENDAR WITH ITEM NOS. 5.7, 5.8, 5.9, AND 5.10 PULLED FROM THE AGENDA. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

ACTION ITEMS

6.1 CONSIDERATION OF APPOINTMENTS FOR FOUR (4) VACANT SEATS ON THE CIVIC CENTER DESIGN AND DEVELOPMENT ADVISORY COMMITTEE

RECOMMENDED ACTION: *Discuss and make appointments,*
two members from the City Council and two members who are City electors to the Civic
Center Design and Development Advisory Committee and/or provide additional direction
to staff.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 24, 2022
PAGE 5

Assistant City Manager, Bing Hyun noted that the Civic Center Design and Development Advisory Committee was created and approved at the February meeting and today the two electors and two City Council members are to be determined with this action item. Two applications were received, one from Manuel Perez and the other from Steve Marcucci.

Manuel Perez spoke to the Council and thanked them for their consideration for this appointment.

Mayor Moss said she was happy to approve both of these applications to the committee.

Mike Greenspan and Armando Herman each spoke in opposition of Item No. 6.1.

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER GREUBEL TO APPOINT BOTH MANUAL PEREZ AND STEVE MARCUCCI TO THE TWO OPEN SEATS ON THE COMMITTEE. MOTION CARRIED 4-0, WITH ONE ABSTENTION BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	MPT/MARCUCCI

Mayor Moss, based on interest, discussed with the Council Members as to who was interested in the two open positions. After conversation ensued, Mayor Moss determined that Council Members Greubel and Radecki would sit on this committee, along with Bing Hyun completing the five seats needed for the Advisory Committee. No vote was taken or necessary.

CITY MANAGER REPORTS

City Manager Josh Nelson announced that a facility that we own in the City, El Encanto Healthcare and Habilitation Center, has been named the 3rd best nursing home throughout the country by Newsweek Magazine. Congratulations to Ken Calvo and staff for a great job!

Also, we are starting an employee recognition program beginning this year. We have five-year pins for four employees: Carmen Cooper, Laura Hudson, Yamini Pathak and Julie Hardt. Plus, a fifteen-year pin for Elise Calvo and a twenty-year pin to Bertha Perez.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 24, 2022
PAGE 6

Pins were passed out and pictures were taken. Thank you for your dedicated work.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Mayor Moss again gave out a huge congratulations to Ken Calvo and the staff at El Encanto Healthcare and Habilitation Center.

CLOSED SESSION

City Clerk Robles announced there was a need for Closed Session as follows:

City Manager Josh Nelson pulled Closed Session Item 10.3 from the agenda until a future meeting.

Mike Greenspan and Armando Herman each spoke in opposition of Closed Session.

10.1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: *Ruiz v. City of Industry*
Superior Court of California, County of Los Angeles
Case No. 20STCV29058

10.2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: *Cabanlit v. Con-Way Freight, Inc., et al.*
Superior Court of California, County of Los Angeles
Case No. BC656364

10.3 PUBLIC EMPLOYMENT PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
TITLE: CITY TREASURER

10.4 PUBLIC EMPLOYMENT PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
TITLE: CITY MANAGER

Mayor, Cory C. Moss, recessed the meeting into Closed Session at 9:45 a.m.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 24, 2022
PAGE 7

Mayor Moss reconvened the meeting at 12:01 p.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Items 10.1 and 10.2, direction was given to the City Attorney's Office, no further action taken.

With regard to Closed Session Item 10.3, this item was pulled.

With regard to Closed Session item 10.4, there was no reportable action. Nothing further to report at this time.

ADJOURNMENT

There being no further business, the City Council adjourned at 12:02 p.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 24, 2022
PAGE 1

CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 340 827 519#.

FLAG SALUTE

The flag salute was led by Mayor Cory Moss.

ROLL CALL

PRESENT: Cory C. Moss, Mayor
Cathy Marcucci, Mayor Pro Tem - Telephonically
Michael Greubel, Council Member
Mark Radecki, Council Member
Newell W. Ruggles, Council Member

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Robles, City Clerk.

PUBLIC COMMENTS

Robert Gonzales, Mayor from the City of Azusa, came by to introduce himself as the new Representative for the Water Quality Authority in this area and would like, in the near future, to provide a presentation to the City explaining what the Authority does.

Mike Greenspan and Armando Herman each spoke about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

CLOSED SESSION

City Clerk Robles announced there was a need for Closed Session as follows:

Mike Greenspan and Armando Herman each spoke in opposition of Closed Session.

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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- 5.1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. San Gabriel Valley Water & Power, *et al.*, and
related cross actions
Superior Court of California, County of Los Angeles
Case No. 19STCV10150
- 5.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)
One Potential Case

Mayor, Cory C. Moss, recessed the meeting into Closed Session at 9:45 a.m.

Mayor Moss reconvened the meeting at 12:01 p.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session items 5.1 and 5.2, direction was given to the City Attorney's Office, no further action taken. Nothing further to report.

ADJOURNMENT

There being no further business, the City Council adjourned at 12:02 p.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

CITY COUNCIL

ITEM NO. 6.3


Additional Back-Up Material will be Distributed prior to Meeting



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Joshua Nelson, City Manager 

STAFF: Mathew Hudson, Engineering Manager
Tim Bowser, GIS Manager, CNC Engineering

DATE: April 28, 2022

SUBJECT: Consideration of a Professional Services Agreement with Cartegraph Systems LLC, for Work Order Geographic Information System Software, in the amount of \$ 167,545.00, through March 21, 2025 (MP 16-06)

Background:

The City has been working with Cartegraph Systems, LLC (“Cartegraph”) since 2016. Cartegraph provides a software that tracks the City’s field operations and City asset condition in a geographic information system (“GIS”) environment. Additionally, Cartegraph provides a data collection platform that complies with best practices which includes extraction and asset module services for the following assets: sign, support, sidewalk, ADA ramp, median, landscape, trees, parcel, water, bus stop and pavement inspection. The City Council previously approved two, three year extensions with Cartegraph in 2016 and 2019, and the current term expires on March 21, 2022.

Discussion:

City Staff is recommending a Professional Services Agreement (“Agreement”) with Cartegraph to continue providing services for a new three year term through March 21, 2025. Also included as part of this Agreement are additional services that Cartegraph will be providing to the City. First, Cartegraph will provide two onsite training service events to be scheduled within the term of the Agreement. Each training will be a two-day event. Topics will include implementation consulting and system configuration. Second, the Asset Builder extension will allow the City to create new assets within Cartegraph, including access to API for integration building and access to add customized assets. Third, the continuation of SeeClickFix, that allows the public to report concerns, such as potholes, available online and through an application. Fourth, the continuation of a Test Environment that allows staff to implement the entry of the Industry Public Utilities database while not disrupting the current live environment of the program.

Fifth, Asset Condition Manager that allows Staff to create preventative maintenance plans. It will also create access to the following performance management areas, such as prediction groups, minimum condition groups, activities and impacts, criticality factor and install/replaced dates. Without the Asset Condition Manager function, the City would only have available a five-star rating option for inspections, which is limited in detailed information that can be inputted.

Finally, Scenario Builder is a new budgeting and planning tool which allows Staff to run maintenance scenarios against any City asset to prioritize projects, maximize impact, and predict costs. Scenario Builder considers current asset conditions and performance curves to predict the performance of assets before maintenance is completed. Cartegraph will provide up to sixteen hours of remote training where Staff will become familiar with Scenario Builder's functionality.

Fiscal Impact:

The fiscal impact is \$167,545.00 over three years. The first term will cost \$68,950.00, which includes the cost for the training. The second term will cost \$48,570.00 and the third will cost \$50,025.00. In the adopted Fiscal Year 2021-2022 Budget, \$50,000.00 is approved (Account No. 100-525-5695.04, MP 16-06) and an additional \$50,000.00 is included in the mid-year budget proposal, subject to approval by the City Council. No appropriations are required.

Recommendation:

Approve the Professional Services Agreement with Cartegraph.

Exhibit:

- A. Professional Services Agreement with Cartegraph Systems, LLC., dated April 28, 2022

JN/MH/TB:jf

EXHIBIT A

Professional Services Agreement with Cartegraph Systems, LLC., dated
April 28, 2022

[A handout will be distributed at the meeting]

CITY COUNCIL


ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Joshua Nelson, City Manager 

STAFF: Mathew Hudson, Engineering Manager
Tim Bowser, GIS Manager, CNC Engineering

DATE: April 28, 2022

SUBJECT: Consideration of Amendment No. 3 to the Professional Services Agreement with Enterprise Maps, LLC, for technical support services for the deployment of Amazon Web Services infrastructure for ArcGIS Enterprise, extending the term through June 30, 2025, revising the scope of services, revising the rate schedule, increasing compensation by \$300,000.00, and revising the address for the City (MP 16-06)

Background:

On June 25, 2020, the City Council approved a Professional Services Agreement (“Agreement”) with Enterprise Maps to provide technical support services for the deployment of Amazon Web Services (“AWS”) infrastructure for ArcGIS Enterprise. The scope of services includes meetings and discussions to identify the exact specifications for the best possible Geographic Information System (“GIS”) infrastructure to meet the City’s needs, identifying the annual cost for AWS before the City begins its Enterprise Jumpstart program with Environmental Systems Research Institute (“ESRI”), providing AWS CloudFormation Template to automate the provisioning of the services that will be included in the City’s GIS infrastructure, and deploying and configuring all AWS services required for a highly available ArcGIS Enterprise infrastructure before the Enterprise Jumpstart.

On January 14, 2021, the City Council approved Amendment No. 1, extending the term of the Agreement to June 25, 2021, due to the additional time needed to identify specifications and costs. On March 25, 2021, the City Council approved Amendment No. 2, extending the term of the Agreement to June 30, 2023, along with a companion increase in compensation of \$161,500.00, revising the rate schedule, scope of services, and the indemnity provisions.

Staff evaluated the requirements to upgrade the City’s GIS, and subsequently Enterprise Maps deployed the on-premise environment for Staff to develop and test GIS products before publishing to the AWS production environment for City Staff and citizens to utilize. This on-premise environment prevents the City’s GIS in the AWS production environment from being affected by any developmental updates until Staff has properly tested and approved the update.

Discussion:

The on-premise environment required Staff to deploy instances of ArcGIS Enterprise on City servers. Enterprise Maps has currently worked with Staff to design the City's GIS and will provide additional services, including three years of general system maintenance, in the full upgrade of the City's GIS.

Maintenance will be performed to the current ArcGIS Enterprise infrastructure on premises and in AWS and will include troubleshooting, debugging, general questions, consultation, patching, and recommend upgrades. Enterprise Maps will build a virtual staging environment in AWS to test upgrades or patches before deploying to any environments on City servers or the AWS production environment. Staff recommends extending the term through June 30, 2025, to provide the general system maintenance services. Amendment No. 3 also includes a revised rate schedule to reflect Enterprise's current rates, an increase in compensation of \$300,000.00 for additional tasks and project management services, and updates to the address for the City.

Fiscal Impact:

The fiscal impact for Amendment No. 3 is \$300,000.00 over three years. In the adopted FY 2021-2022 General Fund budget, \$450,000.00 is approved and there is sufficient budget for the remainder of the fiscal year (Account No. 100-525-5120.01) (MP 16-06).

Recommendation:

Staff recommends the City Council approve Amendment No. 3 to the Professional Services Agreement with Enterprise Maps.

Exhibit:

- A. Amendment No. 3 to the Professional Services Agreement with Enterprise Maps, LLC. dated April 28, 2022

JN/MH/TB:jf

EXHIBIT A

Amendment No. 3 to the Professional Services Agreement with Enterprise Maps, LLC.
dated April 28, 2022

[Attached]

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT WITH ENTERPRISE MAPS LLC**

This Amendment No. 3 to the Professional Services Agreement (“Agreement”), is made and entered into this 28th day of April, 2022 (“Effective Date”), by and between the City of Industry, a municipal corporation (“City”) and Enterprise Maps LLC, a California limited liability company (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about June 25, 2020, the Agreement was entered into and executed between the City and Consultant to provide technical support services for geographic information systems software; and

WHEREAS, on or about January 14, 2021, Amendment No. 1 was approved, extending the term through June 25, 2021, allowing Consultant to continue providing support services for the implementation of GIS software; and

WHEREAS, on or about March 25, 2021, Amendment No. 2 was approved, extending the term through June 30, 2023, along with increasing compensation by \$161,500.00, revising the rate schedule and scope of services, and revising the indemnity provisions; and

WHEREAS, the City desires to amend the Scope of Services to include an on-premise environment for testing and developing GIS updates to the City’s Enterprise system, ensuring a successful implementation to the cloud infrastructure, and providing training to City Staff. Additionally, it is necessary to extend the Agreement through June 30, 2025 to allow Consultant to provide these services, revise the rate schedule to reflect Consultant’s current rates along with a companion increase in compensation of \$300,000.00, and update the address for the City; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 3, as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, 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

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025 unless sooner terminated to the provisions of this Agreement.

4. PAYMENT

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

This amount shall not exceed Four Hundred Eighty Six Thousand Five Hundred Dollars (\$486,500.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

14. NOTICES

To City: City of Industry
 15625 Mayor Dave Way, Suite 100
 City of Industry, CA 91744
 Attention: City Manager

Exhibit A, Scope of Services

The Scope of Services is hereby revised to include the services set forth in Attachment 1, attached hereto, and incorporated herein by reference.

Exhibit B, Rate Schedule

The Rate Schedule is hereby rescinded in its entirety, and replaced with the rates set forth in Attachment 2, attached hereto, and incorporated herein by reference.

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

“CITY”
City of Industry

“CONSULTANT”
Enterprise Maps, LLC

By: _____
Joshua Nelson, City Manager

By: _____
Geoffrey West, CEO, Co-Founder

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 provide the following additional services:

Project Onboarding

- 1) Kickoff meeting
 - 1) Introduce teams, establish communication preferences, schedule Agileceremonies
 - 2) Identify City Staff members for project contact.
 - 3) Review scope of work
 - 4) Review access requirements, environments, processes, source code, development & security standards, tooling, documentation, and repositories
 - 5) Review Service-Level Agreements (SLAs) for City for general maintenance tickets

Implementation

- 1) General Maintenance for Enterprise GIS and Amazon Web Services (AWS) Environments
 - 1) AWS
 - a) System maintenance
 - i) Current Infrastructure
 - ii) Infrastructure as Code
 - b) Debugging
 - c) General questions and consultation
 - d) Patching
 - e) Recommended upgrades, remediation
 - f) Building AWS Virtual Staging Environment
 - i) Network Stack
 - ii) Compute Stack
 - iii) Database Stack
 - iv) Backend Stack
 - 2) ArcGIS Enterprise
 - a) Patching and troubleshooting the Development and Staging environments on City servers and the Production environment in AWS.
 - b) Installing system upgrades to the Development and Staging environments on City servers, and the Production environment in AWS.
 - c) General ArcGIS Enterprise questions and consultation required from Client
 - 3) ArcGIS Online Integrations
 - a) Maintenance and troubleshooting
 - b) General consultation for Disaster Recovery (DR) strategy

A. Components: The Services and Deliverables will be limited to the following components:

- i. Existing AWS infrastructure and GIS applications

B. Design Considerations: Consultant and City agree to the following design considerations:

- i. Solution architecture shall utilize AWS managed services, where possible, to optimize forefficiency, cost, security, reliability, and operational effort
- ii. Solution shall be architected, built, and deployed in a secure, scalable, highly available, and cost-effective manner
- iii. No special regulatory or compliance needs, such as Health Insurance Portability and Accountability Act of 1996 (HIPAA), Payment Card Industry (PCI), General Data Protection Regulation (GDPR), etc., are in scope of this engagement

C. City's Responsibilities: Consultant is reliant on City for:

- i. Provided expected behavior of system issues
- ii. Provide SLAs for system maintenance issues
- iii. Significant availability of key decision makers for the duration of the engagement
- iv. Providing appropriate and timely access to the following:
 - a. City's subject matter experts, necessary personnel, facilities, and other resources, including access to City's service providers
 - b. Onboarding and remote access and other privileges necessary to access and use City's equipment, software, or services
 - c. Information and documentation related to City's computer software, source code, configuration, data, reports, and specifications

D. Out of Scope: The following are considered out of scope:

- i. Windows Operating System (OS) patching of on-premises infrastructure
- ii. Any expansion of GIS application workflows
- iii. Any application architecture, design, and implementation for GIS workflows

**ATTACHMENT 2
EXHIBIT B**

Rate Schedule

Rate Schedule for Disaster Recovery Planning and Implementation

Resource	Rate
AWS Architect	\$180.00/hour
AWS Engineer	\$95.00/hour
GIS Platform Engineer	\$90.00/hour

**EXHIBIT A TO AMENDMENT NO. 3:
PROFESSIONAL SERVICES AGREEMENT WITH ENTERPRISE MAPS, LLC.
DATED JUNE 25, 2020**

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of June 25, 2020 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Enterprise Maps LLC, a California limited liability company ("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 January 28, 2021 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of 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 technical support services for geographic information systems software, 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 Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) 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. In the event that Consultant hires any employees, Consultant shall notify the City immediately, and shall be required to maintain workers compensation insurance under terms set forth by the City.

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
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Attention: James M. Casso, City Attorney

To Consultant: Enterprise Maps, LLC.
918 S Oxford. Ave, Suite 503
Los Angeles, CA 90006
Attention: Geoffrey West, CEO, Co-Founder

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

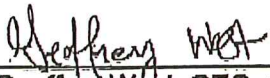
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

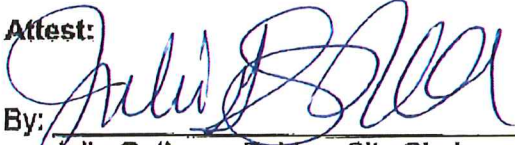
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
City of Industry

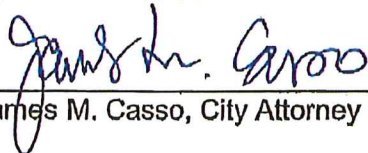
"CONSULTANT"
Enterprise Maps , LLC.

By: 
Troy Helling, City Manager

By: 
Geoffrey West, CEO, Co-Founder

Attest:

By: Julie Gutierrez-Robles, 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

Consultant shall provide the following services:

Services will be delivered in four phases. Requirements/Setup, System Design, Testing and Production Rollout.

Phases 1 & 2 – Requirements/Setup and System Design (2 months)

Host a one-day workshop and discovery session for City Staff to identify exact specifications for the best possible infrastructure meeting City's needs.

Create and implement the steps necessary to obtain the best possible Amazon Web Services ("AWS") infrastructure for the City ("Solution"). Solution will follow Environmental Systems Research Institute ("ESRI") recommended system requirements for servers and databases when building out cloud infrastructure. Solution will be aligned to AWS Well-Architected Framework to ensure security, scalability, and keep costs low in the cloud for the City. Solution will save money over several years and reduce the overhead of having to maintain a physical infrastructure.

Identify the annual cost for AWS before the City begins its Enterprise Jumpstart program.

Provide AWS CloudFormation Template to automate the provisioning of the services that will be included in the City's GIS infrastructure in AWS.

Deploy and configure the following AWS services required for a highly available ArcGIS Enterprise infrastructure before the implementation of the Enterprise Jumpstart:

- Virtual Private Cloud (VPC), a virtual network hosted by AWS isolated from other virtual networks. AWS services for the City's GIS infrastructure will be launched within the VPC.
- Subnets, used as a security measure and to relieve network congestion by creating a partition of an IP network into smaller network segments. Subnets allow for different access rules to be applied, such as private and public IPs.
- Route 53 Domain Name System, an AWS service used to connect user requests to the City's GIS infrastructure running in AWS, such as the Elastic Load Balancer (ELB).
- ELBs, an AWS service that routes end user requests to registered targets such as Elastic Compute Clouds (EC2). In the event of an overwhelming amount of user requests, the ELB prevents overload of an EC2 in one Availability Zone (AZ) by routing request to an identical EC2 in a second AZ.

- Aurora PostgreSQL, a relational database service (RDS) hosted in the AWS infrastructure that will store the City's spatial GIS data.
- S3s, an AWS service that provides object storage with automatic scalability. Items such as images and documents will be stored in the S3.
- EC2s, an AWS service that provides secure resizable compute capacity. ArcGIS Enterprise software components such as ArcGIS Data Store, ArcGIS Server, ArcGIS Portal, and ArcGIS Image Server will be installed on these EC2 instances.
- WorkSpaces, virtual machines hosted by AWS that include Windows Operating System, NVIDIA GPU, 8vCPUs, 15GiB of RAM, 4GB of video memory, and 100GBs of storage for user volume. These virtual machines will be used by Staff to access ArcGIS Desktop software (ArcMap, ArcCatalog, ArcPro) which is used to manage GIS databases, create maps, and perform spatial analysis.
- Amazon CloudWatch, monitoring and observability AWS service that provides Staff with insights to monitor the performance of the services within the AWS infrastructure.
- Amazon Simple Notification Services (SNS), an AWS notification service that provides the infrastructure for mass delivery of messages predominantly to mobile users.
- AWS Backup, an AWS service that automates the backup of data across the City's GIS infrastructure in AWS. AWS Backup allows Staff to create backup policies and schedules.
- Security Groups, act as a firewall for each AWS service within the City's GIS infrastructure. Security group settings will be configured to control inbound and outbound traffic.
- CodeCommit, an AWS service that hosts code repositories. CodeCommit allows for City Staff to collaborate on code used for web application development, automating administrative tasks within the City GIS, and automating data science workflows to update or edit data in the RDS.
- Provide a comprehensive documentation which outlines how the infrastructure is built.

Phase 3 - Testing (1 month)

Test CloudFormation Template to ensure the automated process of provisioning all services within the AWS infrastructure.

Test access to all architecture components listed in the Requirements and System Design phase.

Load test the AWS infrastructure to ensure alerts are sent to Staff from CloudWatch if the infrastructure is overwhelmed.

Remotely provide support during the Enterprise Jumpstart program if any issues related to AWS infrastructure arise.

Test high availability performance after ArcGIS Enterprise software is installed by the consultant providing the Enterprise Jumpstart.

Test DNS, subnets, and security groups are properly configured after ArcGIS Enterprise software is installed by the consultant providing the Enterprise Jumpstart.

Phase 4 - Production Rollout (1 month)

Ensure AWS infrastructure is ready for ArcGIS Enterprise installation.

Remotely consult with the consultant providing the Enterprise Jumpstart and the City for 30 days after the ESRI ArcGIS Enterprise Software is live, providing training and corrective maintenance for the configured architecture.

The following services are excluded from this Agreement:

Maintenance, support and integration of non-AWS infrastructure for Enterprise GIS (apart from those specifically mentioned in the scope) and other legacy systems.

Backup, migration, archiving and other housekeeping activities not related to the AWS infrastructure.

EXHIBIT B
RATE SCHEDULE

ITEM	CHARGES
PHASE 1: REQUIREMENTS/SETUP	\$7,500
PHASE 2: SYSTEM DESIGN <ul style="list-style-type: none"> • CLOUDFORMATION TEMPLATE WRITTEN FOR INFRASTRUCTURE <ul style="list-style-type: none"> ○ EC2, RESERVED INSTANCES (RIs) MUST BE PURCHASED PRIOR TO DEVELOPMENT, CF WILL LAUNCH INSTANCES AS RIs ○ ELBs ○ VPCs ○ SUBNETS ○ SECURITY GROUPS ○ RDS ○ ROUTE 53 ○ S3 BUCKETS ○ CloudWatch ○ AWS Backup ○ SNS 	\$6,250
PHASE 3: TESTING <ul style="list-style-type: none"> • TEST CLOUDFORMATION TEMPLATE • TEST ARCHITECTURE ACCESS • LOAD TESTING • PROVIDE SUPPORT DURING ARCGIS ENTERPRISE INSTALLATION • PERFORMANCE TESTING • TEST DNS, SUBNETS AND SECURITY GROUPS 	\$6,250
PHASE 4: PRODUCTION ROLLOUT <ul style="list-style-type: none"> • INFRASTRUCTURE READY FOR ESRI INSTALLATION • 30 DAYS OF SUPPORT, TRAINING AND CORRECTIVE MAINTENANCE. 	\$5,000
TOTAL	\$25,000

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL


ITEM NO. 6.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Joshua Nelson, City Manager 

STAFF: Mathew Hudson, Engineering Manager
James Cramsie, Director of Engineering, CNC Engineering
Arlene Lopez, Project Manager, CNC Engineering

DATE: April 28, 2022

SUBJECT: Consideration of authorization to advertise for public bids for Contract No. CITY-1485, Rowland Street Reconstruction from Hatcher Avenue to Lawson Street, for an estimated cost of \$2,630,000.00 (MP 10-15)

Background:

The pavement condition of Rowland Avenue from Hatcher Avenue to Lawson Street has deteriorated. A full street reconstruction is needed for the rehabilitation of this heavily used thoroughfare. Staff has prepared plans and specifications for the above project. This project will be implemented as Contract No. CITY-1485, subject to the approval by the City Council.

Discussion:

The scope of work consists primarily of the removal of existing asphalt concrete pavement and aggregate base and replacing with Cold Central Plant Recycled Asphalt Concrete Pavement ("CCPRACP") on Cement Stabilized Pulverized Subgrade ("CSPS"). The work also includes curb and gutter repair, sidewalk installation, curb ramp reconstruction, tree removal, and pavement markers, markings, and striping. The engineer's estimate for the project is \$2,630,000.00.

Fiscal Impact:

The estimated cost for this project is \$2,630,000.00.

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

JN/MH/JC/AL:jf

EXHIBIT A

Notice Inviting Bids

[Attached]

NOTICE INVITING BIDS FOR:

**CITY OF INDUSTRY
PROJECT NO. MP 10-15**

ROWLAND STREET RECONSTRUCTION FROM HATCHER AVENUE TO LAWSON STREET

CONTRACT NO. CITY-1485

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 **June 22, 2022**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <https://pbsystem.planetbids.com/portal/29042/portal-home>.

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: The work consists primarily of the removal of existing asphalt concrete pavement and aggregate base and replacing with Cold Central Plant Recycled Asphalt Concrete Pavement (CCPRACP) on Cement Stabilized Pulverized Subgrade (CSPS). The Work also includes curb and gutter repair, sidewalk installation, curb ramp reconstruction, tree removal, and pavement markers, markings and striping.

Plans and Specifications are available on the City of Industry's PlanetBids™ vendor portal at <https://pbsystem.planetbids.com/portal/29042/portal-home>.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **June 10, 2022 at 5:00 P.M.**

**CITY OF INDUSTRY
PROJECT NO. MP 10-15**

ROWLAND STREET RECONSTRUCTION FROM HATCHER AVENUE TO LAWSON STREET

CONTRACT NO. CITY-1485

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 **April 28, 2022**.

Julie Gutierrez-Robles, City Clerk

EXHIBIT B

Engineer's Estimate

[Attached]

ESTIMATE FOR:

CITY OF INDUSTRY

PROJECT NO. MP 10-15

ROWLAND STREET RECONSTRUCTION FROM HATCHER AVENUE TO
LAWSON STREET

CONTRACT NO. CITY-1485

ENGINEER'S ESTIMATE
\$2,630,000.00

EXHIBIT C

Section A – Pages A-1 through A-8

[Attached]

SECTION A

**CITY OF INDUSTRY
PROJECT NO. MP 10-15**

ROWLAND STREET RECONSTRUCTION FROM HATCHER AVENUE TO LAWSON
STREET

CONTRACT NO. CITY-1485

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 **June 22, 2022**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <https://pbsystem.planetbids.com/portal/29042/portal-home>.

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: The work consists primarily of the removal of existing asphalt concrete pavement and aggregate base and replacing with Cold Central Plant Recycled Asphalt Concrete Pavement (CCPRACP) on Cement Stabilized Pulverized Subgrade (CSPS). The Work also includes curb and gutter repair, sidewalk installation, curb ramp reconstruction, tree removal, and pavement markers, markings and striping.

Plans and Specifications are available on the City of Industry's PlanetBids™ vendor portal at <https://pbsystem.planetbids.com/portal/29042/portal-home>.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **June 10, 2022 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-1485 - ROWLAND STREET RECONSTRUCTION FROM HATCHER AVENUE TO LAWSON STREET, 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 **April 28, 2022**.

Julie Gutierrez-Robles, City Clerk

EXHIBIT D

Reduced Set of Project Plans

[Attached]

GENERAL NOTES

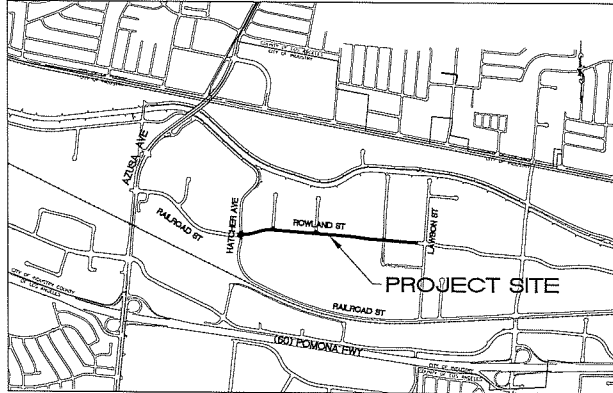
- UNLESS OTHERWISE NOTED, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION WITH ALL CURRENT SUPPLEMENTS, PUBLISHED BY BUILDING NEWS INC. LOCATED AT 999 PARK CENTER DR. STE E, VISTA, CA AND APPROPRIATE STANDARD DRAWINGS.
- PRIOR TO BEGINNING OF ANY WORK, OBTAIN A PERMIT FROM THE CITY OF INDUSTRY, 15625 MAYOR DAVE WAY, CITY OF INDUSTRY, CA 91744, (626) 333-2211.
- 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.
- STREET IMPROVEMENT CONSTRUCTION SHALL BE DONE ACCORDING TO THE STANDARD PLANS, LATEST EDITION, OF THE CITY OF INDUSTRY, AVAILABLE AT THE OFFICE OF THE CITY ENGINEER AT 15625 MAYOR DAVE WAY, CITY OF INDUSTRY, CA, 91744.
- 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.
- THE CONTRACTOR SHALL NOTIFY THE LOS ANGELES COUNTY FIRE DEPARTMENT (626) 369-1978 AND THE LOS ANGELES SHERIFF DEPARTMENT (626) 330-3322 AT THE CITY OF INDUSTRY SUBSTATION AT LEAST 48-HOURS PRIOR TO START OF WORK.
- ALL UTILITY TRENCHES IN PUBLIC STREETS OR FUTURE PUBLIC STREETS SHALL BE BACKFILLED WITH A CLEAN GRANULAR MATERIAL HAVING A MINIMUM SAND EQUIVALENT OF 30. BACKFILL SHALL BE COMPACTED TO A MINIMUM RELATIVE DENSITY OF 90 PERCENT.
- THE OPTION OF USING BLAD OR CRUSHED MISC. BASE (CMB) IN LIEU OF CRUSHED AGGREGATE BASE FOR ANY STREET IMPROVEMENT IS NOT ALLOWED.
- EXISTING CONCRETE IMPROVEMENTS AND ASPHALT CONCRETE PAVEMENT SHALL BE SAW CUT, FULL DEPTH, TO A TRUE LINE WHERE NEW CONCRETE OR ASPHALT IS TO JOIN.
- 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 (COSD), SUPERINTENDENT OF MAINTENANCE AT (213) 774-7272 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, LATEST EDITION.
- THE CONTRACTOR SHALL PROTECT AND RESTORE EXISTING UTILITIES AND IMPROVEMENTS AS PER SECTION 400, 402-1 AND 402-2 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- 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.
- 48-HOURS PRIOR TO ANY STREET WORK, THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT AT 1 (800) 422-4133 AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- 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 (909) 489-6389
FRONTIER CALIFORNIA, INC.
- MR. ERIC DIXON (626) 855-9561
SO. CALIFORNIA GAS COMPANY
- MR. ANDREW LOPEZ (909) 582-3781
SOUTHERN CALIFORNIA EDISON
- MR. ANTHONY HOWARD (626) 808-4288
SANITATION DISTRICT OF LOS ANGELES COUNTY
- MR. JOHN PODEHLER (626) 697-1726
ROWLAND WATER DISTRICT

15. ANY CONTRACTOR OR SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS

CITY OF INDUSTRY IMPROVEMENT PROJECT NO. 485

ROWLAND STREET RECONSTRUCTION FROM HATCHER AVENUE TO LAWSON STREET CONTRACT NO. CITY-1485



INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1 OF 9	TITLE SHEET; VICINITY MAP, GENERAL NOTES, CONSTRUCTION NOTES, INDEX OF DRAWINGS, NOTICE TO CONTRACTOR AND LEGEND
2 OF 9	TYPICAL SECTIONS AND DETAILS
3 OF 9	CURB RAMP DETAILS
4 OF 9	STREET IMPROVEMENTS PLAN & PROFILE HATCHER AVE TO STA 33+50
5 OF 9	STREET IMPROVEMENTS PLAN & PROFILE STA 33+50 TO STA 43+00
6 OF 9	STREET IMPROVEMENTS PLAN & PROFILE STA 43+00 TO STA 52+50
7 OF 9	STREET IMPROVEMENTS PLAN & PROFILE STA 52+50 TO STA 60+50
8 OF 9	STRIPING PLAN HATCHER AVE TO STA 43+00
9 OF 9	STRIPING PLAN 43+00 TO LAWSON ST

STANDARD DRAWINGS

NO.	TITLE
	CITY OF INDUSTRY STANDARD PLANS
112	CURB AND GUTTER
115	SIDEWALK
	CALTRANS STANDARD PLAN
ABSA	CURB RAMP DETAIL
	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
300-4	CURB OPENING CATCH BASIN

LEGEND

- EX POWER POLE
- EX TEL POLE
- EX SIGN
- EX PULL BOX
- EX CATCH BASIN
- EX FIRE BRANT
- EX WATER VALVE
- EX GAS VALVE
- EX SEWER MANHOLE
- EX GRAB MANHOLE
- EX TELEPHONE MANHOLE
- EX DRIVEWAY
- PROP DRIVEWAY
- PROP CHAIN LINK FENCE
- EX ELECTRIC
- EX STREET LIGHT
- EX TRAFFIC SIGNAL
- EX TELEPHONE
- EX GAS
- EX WATER
- EX STORM DRAIN
- EX SEWER
- EX TRAFFIC SIGNAL WITH LUMINAIRE
- EX TRAFFIC SIGNAL
- EX STREET LIGHT
- CONSTRUCT 2" AC OVER 7.5" COPRACD OVER 18" COSP
- COLDMILL 2" AND CONSTRUCT 2" MIN OVERLAY
- CONSTRUCT PCC SIDEWALK

ABBREVIATIONS

- AB ASPHALT BASE
- AC ASPHALT CONCRETE
- BCR BEGUN CURB RETURN
- BW BACK OF WALK
- C&G CURE AND GUTTER
- CB CATCH BASIN
- CF CURB FACE
- CL CENTERLINE
- CONST CONSTRUCTION
- CSD COUNTY STORM DRAIN
- DWY DRIVEWAY
- EDR END CURB RETURN
- EG EXISTING GRADE, EDGE OF CUTTER
- ELEC ELECTRICAL
- EP EDGE OF PAVEMENT
- EX/EXIST EXISTING
- FL FLOW LINE
- FS FINISHED SURFACE
- GB GRADE BREAK
- HP HIGH POINT
- JPCP JOINTED PLAN CONCRETE PAVEMENT
- L LEFT
- LE LENGTH
- LACDPH LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
- MH MANHOLE
- NG NATURAL GROUND
- PB PULLBOY
- PROP PROPOSED
- PWMT PAVEMENT
- R RIGHT
- RCP REINFORCED CONCRETE PIPE
- R/W RIGHT OF WAY
- SD STORM DRAIN
- SPPWC STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
- SS STREET NAME SIGN
- SS EXISTING
- STD STANDARD
- SW PCC SIDEWALK
- TC TOP OF CURB
- TS TRAFFIC SIGNAL
- TX TOP OF CURB AT BOTTOM OF RAMP EXISTING ELEVATION
- (XXX)X

CONSTRUCTION NOTES

- PROTECT IN PLACE. DESCRIPTION PER PLAN.
- COLDMILL AC PAVEMENT TO BE REUSED IN COPRAC.
- SAW CUT AND REMOVE PCC CURB AND GUTTER INCLUDING BASE.
- SAW CUT AND REMOVE PCC SIDEWALK INCLUDING BASE.
- SAW CUT AND REMOVE PCC DRIVEWAY INCLUDING BASE.
- SAW CUT AND REMOVE PCC CURB RAMP INCLUDING BASE.
- COLDMILL 2" AND OVERLAY 2" AC (C2-PC 64-10).
- CONSTRUCT 2" (C2-PC 64-10) OVER 7.5" COPRAC OVER 18" COSP.
- CONSTRUCT PCC SIDEWALK PER CITY OF INDUSTRY STANDARD PLAN 115 INCLUDING BASE.
- CONSTRUCT PCC CURB AND GUTTER TYPE A2 PER CITY OF INDUSTRY STANDARD PLAN 112 INCLUDING BASE.
- CONSTRUCT 6" THICK PCC DRIVEWAY PER DETAIL 'B' ON SHEET 2.
- CONSTRUCT PEDESTRIAN RAMP, CASE C, AS PER CALTRANS STANDARD PLAN ABRA. RAMP SHALL INCLUDE DETECTABLE WARNING SURFACE.
- ADJUST SEWER MANHOLE TO FINISHED GRADE.
- ADJUST STORM DRAIN MANHOLE TO FINISHED GRADE.
- ADJUST COS SEWER MANHOLE FRAME AND COVER TO GRADE PER LA COUNTY SANITATION DISTRICT PROCEDURE.
- REMOVE TREE AND STUMP, TRUNK DIAMETER PER PLAN.
- GRADE 2:1 MAX BEHIND NEW SIDEWALK PER DETAIL 'A' ON SHEET 7.
- RESTORE LANDSCAPING AND IRRIGATION.
- REMOVE AND REPLACE TOP OF STORM DRAIN INLET PER SPPWC STD PLAN NO. 300-4.
- ADJUST TRAFFIC SIGNAL PULLBOX TO GRADE.
- RELOCATE EXISTING MAILBOX.
- CONSTRUCT PCC FLARE PER CITY OF INDUSTRY STANDARD PLAN 115 SPECIAL DETAIL SIDEWALK AT OBSTRUCTION.
- ADJUST TELEPHONE MANHOLE TO FINISHED GRADE.

SPECIAL NOTES

- EXISTING SEE VAULT, POWER POLES AND GUY WIRES TO BE RELOCATED/ADJUSTED TO GRADE BY SOUTHERN CALIFORNIA EDISON COMPANY.
- EXISTING INDUSTRY PUBLIC UTILITY (IPU) STREET LIGHT POLES AND PULL BOXES TO BE RELOCATED/ADJUSTED TO GRADE BY CONTRACTOR.
- EXISTING WATER METER BOX, VALVE CAN & HYDRANT TO BE REMOVED AND ADJUSTED BY ROWLAND WATER DISTRICT
- REPLACE WATER METER BOX. TO BE DONE BY ROWLAND WATER DISTRICT
- PROTECT IN PLACE

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 NON-EXISTENCE 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.

BENCHMARK
D.M. CL. 381.51 ELEV. 420.810 (NGD 1929).
C OF I MIDWAY ST. CURB OF ROWLAND AVE. 430 FEET E/O
B.C.R. ±30 FEET E/O
CENTERLINE LAWSON AVE.



NO.	DATE	REVISIONS	OK BY



CITY OF INDUSTRY
INCORPORATED JUNE 18, 1927
P.O. Box 3388, City of Industry, California 91744
Administrative Offices: 15625 Mayor Dave Way
(626) 333-2211



Prepared by:
ACNC ENGINEERING
255 N. Hacienda Blvd | Ste 222
City of Industry, CA 91744
P | 626.333.6336
www.acnc-eng.com

CITY OF INDUSTRY

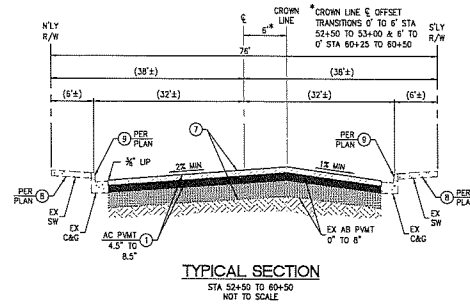
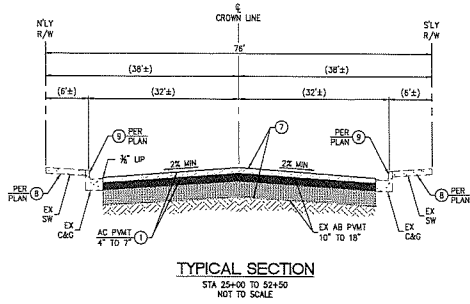
APPROVED BY: _____ DATE: _____
 DESIGNER: JAMES R. CRAUSE, P.E. 059785 DATE: _____

ROWLAND STREET RECONSTRUCTION

TITLE SHEET, VICINITY MAP, GENERAL NOTES, CONSTRUCTION NOTES, STANDARD DRAWINGS, INDEX OF DRAWINGS, NOTICE TO CONTRACTOR, AND LEGEND

DESIGNED BY: J.R. CHECKED BY: A.L. JOB NO. MP 10-15#1
 DRAFTED BY: J.R. DATE: APRIL 2022 CONTRACT NO. CITY-1485 SHEET 1 OF 9

4/19/2022 9:37 AM

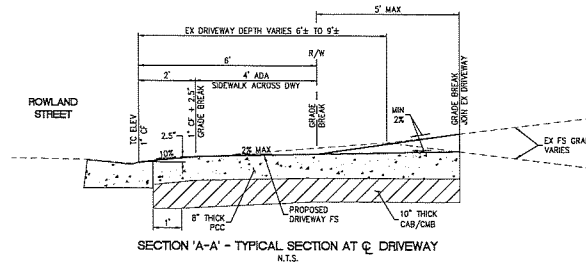
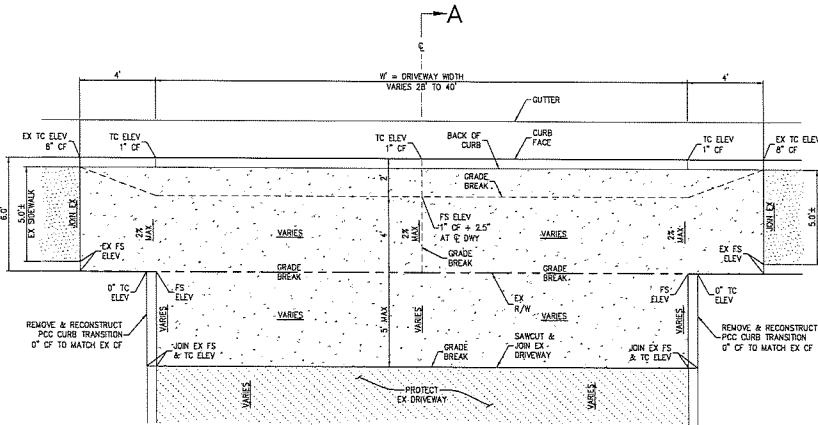


CONSTRUCTION NOTES

- ① PROTECT IN PLACE. DESCRIPTION PER PLAN.
- ② COLDMILL AC PAVEMENT TO BE REUSED IN CDRACR.
- ③ SAWCUT AND REMOVE PCC CURB AND GUTTER INCLUDING BASE.
- ④ SAWCUT AND REMOVE PCC SIDEWALK INCLUDING BASE.
- ⑤ SAWCUT AND REMOVE PCC DRIVEWAY INCLUDING BASE.
- ⑥ SAWCUT AND REMOVE PCC CURB RAMP INCLUDING BASE.
- ⑦ COLDMILL 2\"/>
- ⑧ CONSTRUCT 2\"/>
- ⑨ CONSTRUCT PCC CURB AND GUTTER TYPE A2 PER CITY OF INDUSTRY STANDARD PLAN 112 INCLUDING BASE.
- ⑩ CONSTRUCT 8\"/>
- ⑪ CONSTRUCT PEDESTRIAN RAMP, CASE C, AS PER CALTRANS STANDARD PLAN ABRA. RAMP SHALL INCLUDE DETECTABLE WARNING SURFACE.
- ⑫ ADJUST SEWER MANHOLE TO FINISHED GRADE.
- ⑬ ADJUST STORM DRAIN MANHOLE TO FINISHED GRADE.
- ⑭ ADJUST CSD SEWER MANHOLE FRAME AND COVER TO GRADE PER LA COUNTY SANITATION DISTRICT PROCEDURE.
- ⑮ REMOVE TREE AND STUMP, TRUNK DIAMETER PER PLAN.
- ⑯ GRADE 2:1 MAX BEHIND NEW SIDEWALK PER DETAIL 'A' ON SHEET 7.
- ⑰ RESTORE LANDSCAPING AND IRRIGATION.
- ⑱ REMOVE AND REPLACE TOP OF STORM DRAIN INLET PER SPPWC STD PLAN NO. 308-4.
- ⑲ ADJUST TRAFFIC SIGNAL PULLBOX TO GRADE.
- ⑳ RELOCATE EXISTING MAILBOX.
- ㉑ CONSTRUCT PCC FLARE PER CITY OF INDUSTRY STANDARD PLAN 115 SPECIAL DETAIL SIDEWALK AT OBSTRUCTION.
- ㉒ ADJUST TELEPHONE MANHOLE TO FINISHED GRADE.

SPECIAL NOTES

- ◇ EXISTING SCE VAULT, POWER POLES AND GUY WIRES TO BE RELOCATED/ADJUSTED TO GRADE BY SOUTHERN CALIFORNIA EDISON COMPANY.
- ◇ EXISTING INDUSTRY PUBLIC UTILITY (PU) STREET LIGHT POLES AND PULL BOXES TO BE RELOCATED/ADJUSTED TO GRADE BY CONTRACTOR.
- ◇ EXISTING WATER METER BOX, VALVE CHAM & HYDRANT TO BE REMOVED AND ADJUSTED BY ROWLAND WATER DISTRICT
- ◇ REPLACE WATER METER BOX. TO BE DONE BY ROWLAND WATER DISTRICT
- ◇ PROTECT IN PLACE



(B) TYPICAL DRIVEWAY SECTION
N.T.S.

BENCHMARK
B.M. C.I. BM. R-1 ELEV. 420.810 (NVD9 1929)
C OF 1 MONIN SLY CURB OF ROWLAND AVE. 1.30 FEET E/O
B.C.R., 580 FEET E/O CENTERLINE LAWSON AVE.

NO.	DATE	REVISIONS	OK BY



CITY OF INDUSTRY
INCORPORATED JUNE 18, 1967
P.O. Box 3368, City of Industry, California 91744
Administrative Offices: 16825 Meyer Drive Way
(626) 333-2211



Prepared by:
ACNC ENGINEERING
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City of Industry | CA | 91744
P | 626-333-0338
www.acnc-eng.com

CITY OF INDUSTRY

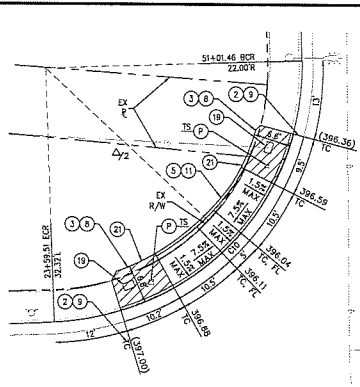
APPROVED BY: _____ DATE: _____
 CLEMET H. CALVILLO, P.E. REG. 37743 DEPUTY CITY ENGINEER

ROWLAND STREET RECONSTRUCTION

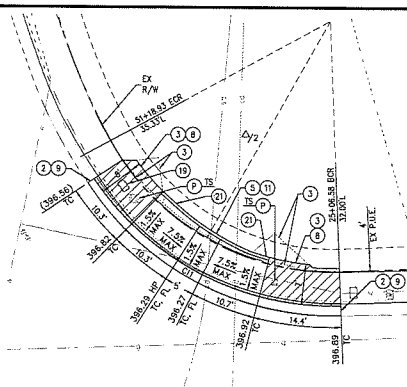
TYPICAL SECTIONS AND DETAILS
 ROWLAND STREET
 HATCHER AVE TO LAWSON ST

DESIGNED BY: J.R. CHECKED BY: A.L. JOB NO. MP 10-15#1
 DRAFTED BY: J.K. DATE: APRIL 2022 CONTRACT NO. CITY-1485 SHEET 2 OF 9

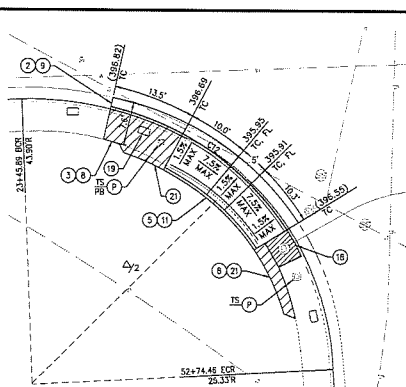
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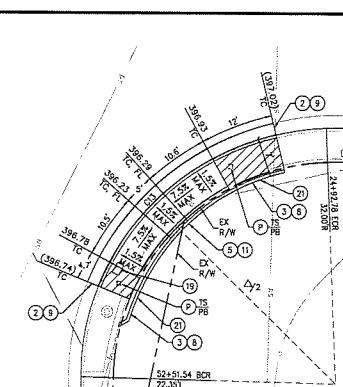
1 NORTH-WEST ROWLAND ST AND HATCHER AVE
SCALE 1"=10'



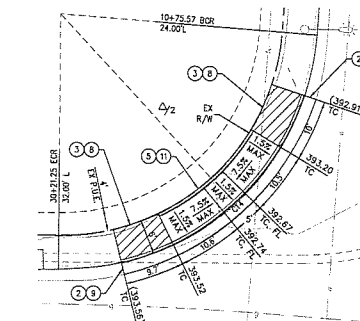
2 NORTH-EAST ROWLAND ST AND HATCHER AVE
SCALE 1"=10'



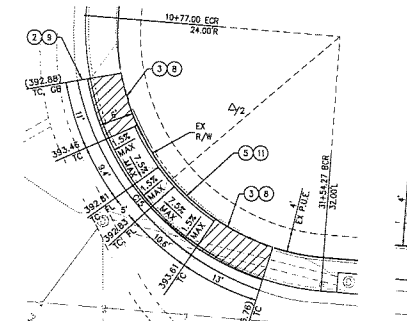
3 SOUTH-WEST ROWLAND ST AND HATCHER AVE
SCALE 1"=10'



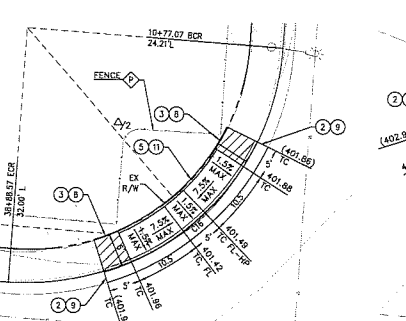
4 SOUTH-EAST ROWLAND ST AND HATCHER AVE
SCALE 1"=10'



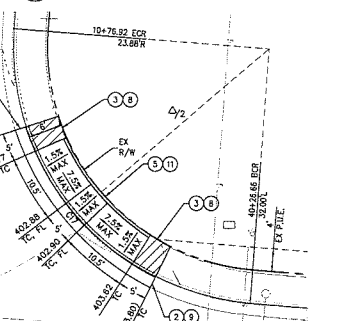
5 NORTH-WEST ROWLAND ST AND CANADA CT
SCALE 1"=10'



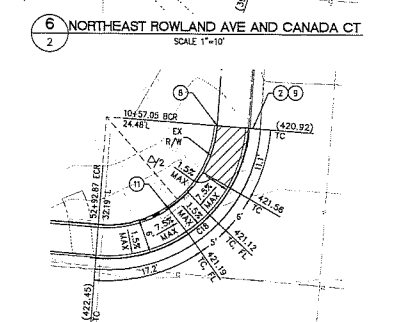
6 NORTH-EAST ROWLAND AVE AND CANADA CT
SCALE 1"=10'



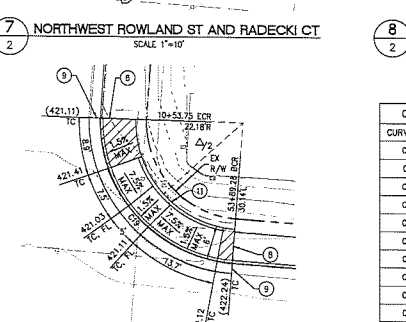
7 NORTH-WEST ROWLAND ST AND RADECKI CT
SCALE 1"=10'



8 NORTH-EAST ROWLAND ST AND RADECKI CT
SCALE 1"=10'



9 NORTH-WEST ROWLAND ST AND AJAX AVE
SCALE 1"=10'



10 NORTH-EAST ROWLAND ST AND AJAX AVE
SCALE 1"=10'

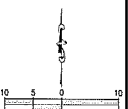
CURB RETURN CURVE DATA			
CURVE No.	DELTA	LENGTH	RADIUS
C10	57°54'20"	45.49'	45.00'
C11	58°01'50"	50.63'	50.00'
C12	44°13'43"	38.60'	50.00'
C13	54°24'37"	42.73'	45.00'
C14	58°00'46"	45.56'	45.00'
C15	62°17'16"	48.92'	45.00'
C16	46°24'50"	35.45'	45.00'
C17	45°28'25"	35.69'	45.00'
C18	90°07'02"	39.32'	25.00'
C19	55°33'14"	37.91'	25.00'

CONSTRUCTION NOTES

- 1) PROTECT IN PLACE. DESCRIPTION PER PLAN.
- 2) COLDMILL AC PAVEMENT TO BE REUSED IN COPRAC.
- 3) SAWCUT AND REMOVE PCC CURB AND CUTTER INCLUDING BASE.
- 4) SAWCUT AND REMOVE PCC DRIVEWAY INCLUDING BASE.
- 5) SAWCUT AND REMOVE PCC CURB RAMP INCLUDING BASE.
- 6) COLDMILL 2" AND OVERLAY 2" AC (C2-PG 64-10).
- 7) CONSTRUCT 2" (C2-PG 64-10) OVER 7.5" COPRAC OVER 10" CSPB.
- 8) CONSTRUCT PCC SIDEWALK PER CITY OF INDUSTRY STANDARD PLAN 115 INCLUDING BASE.
- 9) CONSTRUCT PCC CURB AND CUTTER TYPE A2 PER CITY OF INDUSTRY STANDARD PLAN 112 INCLUDING BASE.
- 10) CONSTRUCT 8" THICK PCC DRIVEWAY PER DETAIL 'B' ON SHEET 2.
- 11) CONSTRUCT PEDESTRIAN RAMP, CASE C, AS PER CALTRANS STANDARD PLAN AB8A. RAMP SHALL INCLUDE DETECTABLE WARNING SURFACE.
- 12) ADJUST SEWER MANHOLE TO FINISHED GRADE.
- 13) ADJUST STORM DRAIN MANHOLE TO FINISHED GRADE.
- 14) ADJUST CSD SEWER MANHOLE FRAME AND COVER TO GRADE PER LA COUNTY SANITATION DISTRICT PROCEDURE.
- 15) REMOVE TREE AND STUMP. TRUNK DIAMETER PER PLAN.
- 16) GRADE 2.1 MAX BEHIND NEW SIDEWALK PER DETAIL 'M' ON SHEET 7.
- 17) RESTORE LANDSCAPING AND IRRIGATION.
- 18) REMOVE AND REPLACE TOP OF STORM DRAIN INLET PER SPPWC STD PLAN NO. 308-4.
- 19) ADJUST TRAFFIC SIGNAL PULLBOX TO GRADE.
- 20) RELOCATE EXISTING WALLBOX.
- 21) CONSTRUCT PCC FLARE PER CITY OF INDUSTRY STANDARD PLAN 115 SPECIAL DETAIL SIDEWALK AT OBSTRUCTION.
- 22) ADJUST TELEPHONE MANHOLE TO FINISHED GRADE.

SPECIAL NOTES

- ◇ EXISTING SIZE VAULT, POWER POLES AND GUY WIRES TO BE RELOCATED/ADJUSTED TO GRADE BY SOUTHERN CALIFORNIA EDISON COMPANY.
- ◇ EXISTING INDUSTRY PUBLIC UTILITY (IPU) STREET LIGHT POLES AND PULL BOXES TO BE RELOCATED/ADJUSTED TO GRADE BY CONTRACTOR.
- ◇ EXISTING WATER METER BOX VALVE CAN & HYDRANT TO BE REMOVED AND ADJUSTED BY ROWLAND WATER DISTRICT
- ◇ REPLACE WATER METER BOX. TO BE DONE BY ROWLAND WATER DISTRICT
- ◇ PROTECT IN PLACE



BENCHMARK
B.M. CLM-R-1 ELEV. 420.810 (NVD 1929)
C. OF 1' MONUM. STY CURB OF ROWLAND AVE. ±30 FEET E/O
B.C.R. ±90 FEET E/O
CENTERLINE LAWSON AVE.

NO.	DATE	REVISIONS	DC. BY



CITY OF INDUSTRY
INCORPORATED JUNE 18, 1927
P.O. Box 3368, City of Industry, California 91744
Administrative Offices: 19025 Mayor Dave Way (909) 533-2211



Prepared by:
ACNC ENGINEERING
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City of Industry, CA 91744
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www.acnc-eng.com

CITY OF INDUSTRY

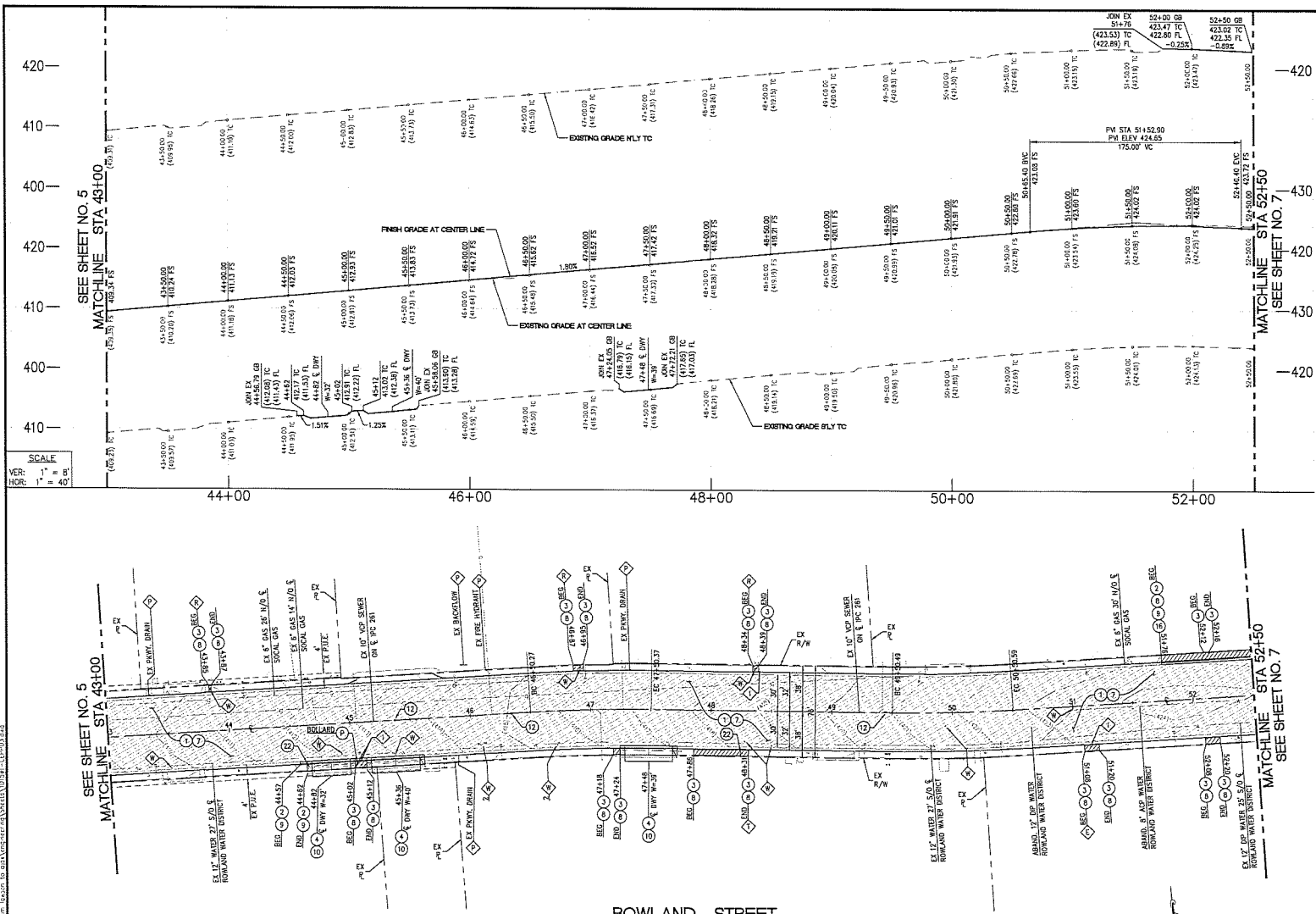
APPROVED BY: _____ DATE: _____
ELEMENT H. CALVELLO, P.E. REC 29743 DEPUTY CITY ENGINEER

ROWLAND STREET RECONSTRUCTION

CURB RAMP DETAILS
ROWLAND STREET
HATCHER AVE TO LAWSON ST

DESIGNED BY: J.R. CHECKED BY: A.L. JOB NO. MP 10-15#1
DATE: APRIL 2022 CONTRACT NO. CITY-1485

SHEET 3 OF 9



CONSTRUCTION NOTES

- ① PROTECT IN PLACE. DESCRIPTION PER PLAN.
- ② COLLMILL AC PAVEMENT TO BE REUSED IN CPCRAC.
- ③ SAWCUT AND REMOVE PCC CURB AND GUTTER INCLUDING BASE.
- ④ SAWCUT AND REMOVE PCC SIDEWALK INCLUDING BASE.
- ⑤ SAWCUT AND REMOVE PCC DRIVEWAY INCLUDING BASE.
- ⑥ SAWCUT AND REMOVE PCC CURB RAMP INCLUDING BASE.
- ⑦ COLLMILL 2" AND OVERLAY 2" AC (C2-PG 84-10).
- ⑧ CONSTRUCT 2" (C2-PG 84-10) OVER 7.5" CPCRAC OVER 18" CSPB.
- ⑨ CONSTRUCT PCC SIDEWALK PER CITY OF INDUSTRY STANDARD PLAN 115 INCLUDING BASE.
- ⑩ CONSTRUCT PCC CURB AND GUTTER TYPE A2 PER CITY OF INDUSTRY STANDARD PLAN 112 INCLUDING BASE.
- ⑪ CONSTRUCT PEDESTRIAN RAMP, CASE C, AS PER CALTRANS STANDARD PLAN ABBA. RAMP SHALL INCLUDE DETECTABLE WARNING SURFACE.
- ⑫ ADJUST SEWER MANHOLE TO FINISHED GRADE.
- ⑬ ADJUST STORM DRAIN MANHOLE TO FINISHED GRADE.
- ⑭ ADJUST CSD SEWER MANHOLE FRAME AND COVER TO GRADE PER LA COUNTY SANITATION DISTRICT PROCEDURE.
- ⑮ REMOVE TREE AND STUMP. TRUNK DIAMETER PER PLAN.
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- ⑲ ADJUST TRAFFIC SIGNAL PULLBOX TO GRADE.
- ⑳ RELOCATE EXISTING MAILBOX.
- ㉑ CONSTRUCT PCC FLARE PER CITY OF INDUSTRY STANDARD PLAN 115 SPECIAL DETAIL SIDEWALK AT OBSTRUCTION.
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SPECIAL NOTES

- ◆ EXISTING SEE VALVE, POWER POLES AND GUY WIRES TO BE RELOCATED/ADJUSTED TO GRADE BY SOUTHERN CALIFORNIA EDISON COMPANY.
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- ◆ REPLACE WATER METER BOX TO BE DONE BY ROWLAND WATER DISTRICT
- ◆ PROTECT IN PLACE

LEGEND

- CONSTRUCT 2" AC OVER 7.5" CPCRAC OVER 18" CSPB
- COLLMILL 2" AND CONSTRUCT 2" MIN OVERLAY
- CONSTRUCT PCC SIDEWALK

SCALE
VER: 1" = 8'
HOR: 1" = 40'

BENCHMARK
B.M. C.I. BM R-1 ELEV. 420.810 (NVD 1929)
C OF 1 MONUM SLY CURB OF ROWLAND AVE. ±30 FEET E/O
B.C.M. ±50 FEET E/O CENTERLINE LAYSON AVE.

NO.	DATE	REVISION	CHK BY



CITY OF INDUSTRY
INCORPORATED JUNE 18, 1857
P.O. Box 3308, City of Industry, California 91744
Administrative Office: 15625 Meyer Drive Way
(626) 333-2211



Prepared by:
ACNC ENGINEERING
255 N Holliston Blvd Ste 222
City of Industry CA 91744
P: 626-533-8338
www.acnc-eng.com

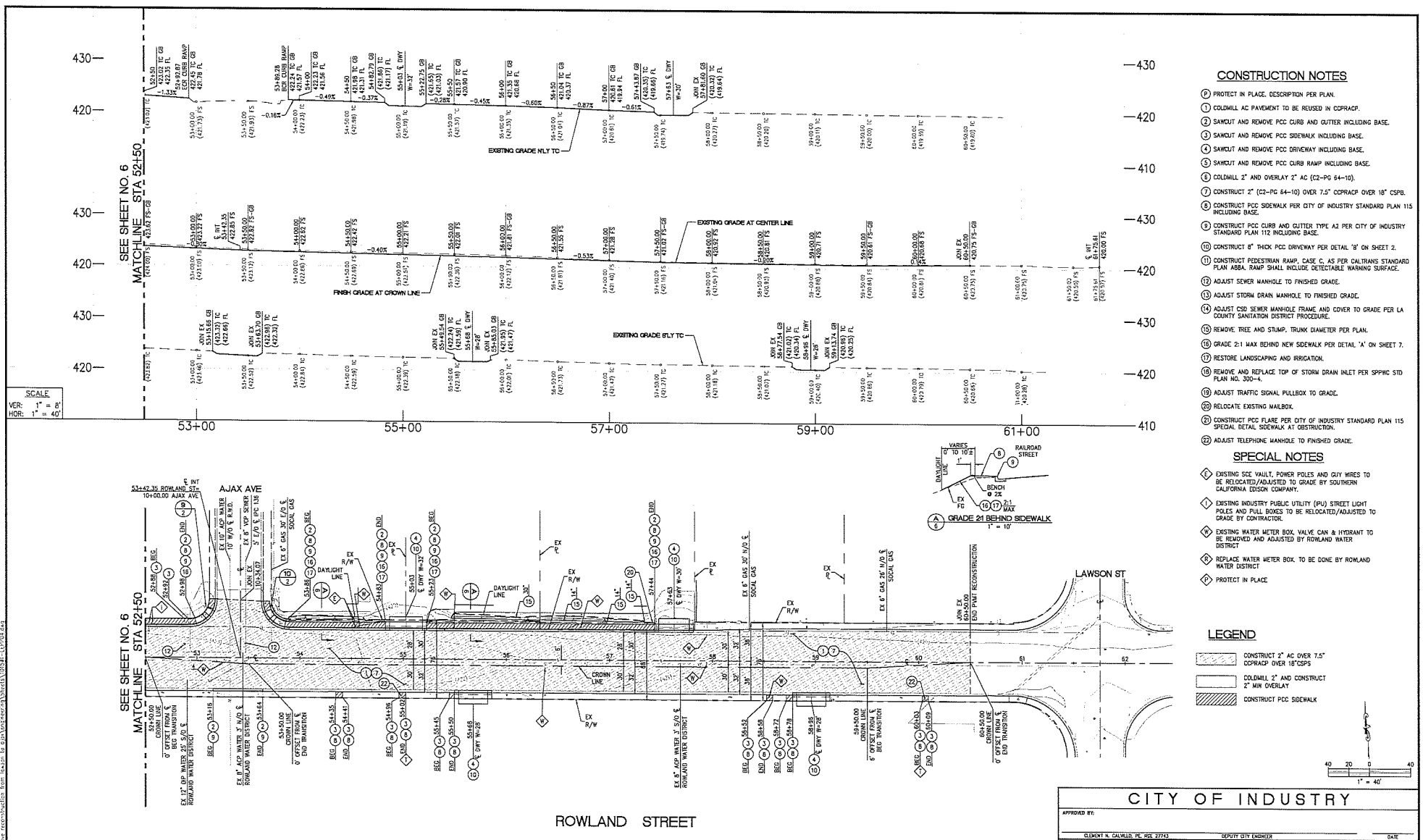
CITY OF INDUSTRY

APPROVED BY: _____ DATE: _____
CLEMENT N. CALVILLO, P.E. RISE 37743 DEPUTY CITY ENGINEER

ROWLAND STREET RECONSTRUCTION

STREET IMPROVEMENT PLAN AND PROFILE
ROWLAND STREET
STA 43+00 TO STA 52+50

DESIGNED BY: J.R. CHECKED BY: ALL. JOB NO. MP 10-15#1
DATE: APRIL 2022 CONTRACT NO. CITY-1485 SHEET 6 OF 9



BENCHMARK
 B.M. CL 5M E-3 ELEV. 420.810 (NGVD 1929)
 C. OF 1 INDIAN SLY CURB @
 ROWLAND AVE. 430 FEET E/O
 B.C.R. ± 50 FEET E/O
 CENTERLINE LAWSON AVE.

NO.	DATE	REVISIONS	OK BY

CITY OF INDUSTRY

INCORPORATED JUNE 18, 1957
 P.O. Box 3309, City of Industry, California 91744
 Administrative Offices: 15022 Meyer Drive Way
 (626) 333-2111

Prepared by

ACNC
 ENGINEERING

250 N. Hacienda Blvd | Ste 222
 City of Industry, CA 91744
 P | 626.333.6136
 www.acnc-eng.com

CITY OF INDUSTRY

APPROVED BY: _____ DATE: _____
 CLEMENT N. CALWELL, P.E. 352 27743 DEPUTY CITY ENGINEER

ROWLAND STREET RECONSTRUCTION
 STREET IMPROVEMENT PLAN AND PROFILE
 ROWLAND STREET
 STA 52+50 TO STA 60+50

DESIGNED BY: J.R. CHECKED BY: A.L. JOB NO. MP 10-15#1
 DRAWN BY: J.R. DATE: APRIL 2022 CONTRACT NO. CITY-1485 SHEET 7 OF 9

STRIPING GENERAL NOTES:

- ALL STRIPING AND PAVEMENT MARKINGS SHALL BE INSTALLED WITH THERMOPLASTIC BY THE CONTRACTOR.
- ALL RAISED PAVEMENT MARKERS SHALL BE INSTALLED WITH HOT MELT BITUMINOUS ADHESIVE ON ASPHALT PAVEMENT.
- ALL TRAFFIC LINES AND MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).
- ALL CONFLICTING LINES AND MARKINGS SHALL BE REMOVED BY NET SANDBLASTING OR GRINDING (THEN PAINTED BLACK IN ASPHALT PAVEMENT) AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
- ALL TURN ARROW MARKINGS SHALL BE TYPE IV (L OR R) UNLESS OTHERWISE NOTED.
- ALL LANE LINES AT INTERSECTION APPROACHES AND DEPARTURES SHALL BEGIN AND END WITH 50 FEET OF 6-INCH SOLID WHITE LINE.
- LIMIT LINES SHALL BE PLACED AT A MINIMUM OF 4 FEET BEHIND THE CURB EXTENSION OR EDGE OF TRAVEL WAY (NO EXISTING CURB RAMP) IN CASE OF INTERSECTION WITH CURB RAMP. THE LIMIT LINE SHALL BE PLACED BEHIND THE CURB RAMP'S LANDING AREA, BUT IN NO CASE GREATER THAN 30 FEET BACK.
- ALL NEW SIGNING SHALL CONFORM TO THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
- LANE WIDTHS SHALL BE MEASURED BETWEEN THE CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR FACE OF CURB AS APPROPRIATE.
- ALL SIGNING SHOWN HEREON SHALL BE INSTALLED, RELOCATED OR REMOVED BY THE CONTRACTOR.
- ALL STRIPING SHALL BE 8" WIDE UNLESS OTHERWISE NOTED IN CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS LATEST EDITION.
- INSTALL TYPE I TWO-WAY BLUE RETROREFLECTIVE PAVEMENT MARKER AT ALL FIRE HYDRANT LOCATIONS PER SP3PW STD DWG NO. 170-D.
- EXISTING RED CURBS TO BE REPAINTED.

STRIPING CONSTRUCTION NOTES:

- INSTALL 6" DASHED WHITE STRIPING PER CALTRANS STD. PLAN A20A, DETAIL 9.
- INSTALL 6" WHITE CHANNELIZING STRIPE PER CALTRANS STD. PLAN RSP A200, DETAIL 38.
- INSTALL 6" DOUBLE YELLOW STRIPE PER CALTRANS STD. PLAN A20A, DETAIL 22.
- INSTALL 6" YELLOW DUAL LEFT TURN LANE PER CALTRANS STD. PLAN RSP A20B, DETAIL 32.
- INSTALL 6" DOUBLE YELLOW MEDIAN ISLAND PER CALTRANS STD. PLAN RSP A20B, DETAIL 29.
- INSTALL 12" WHITE CROSSWALK PER CALTRANS STD. PLAN A24F, BASIC CROSSWALK.
- INSTALL WHITE PAVEMENT ARROWS PER CALTRANS STANDARD PLANS A24A.
- INSTALL WHITE PAVEMENT LEGEND/SYMBOL PER CALTRANS STANDARD PLAN A24B AND A24D.
- EXISTING STRIPING AND PAVEMENT MARKING TO BE PROTECTED IN PLACE.
- EXISTING STRIPING AND PAVEMENT MARKINGS TO BE REMOVED BY NET SANDBLASTING OR CITY ENGINEER APPROVED METHOD.
- EXISTING STRIPING AND PAVEMENT MARKING TO BE REPAINTED.

LEGEND:

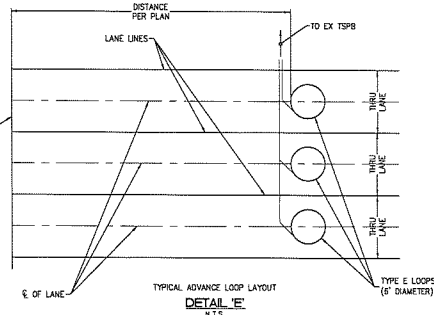
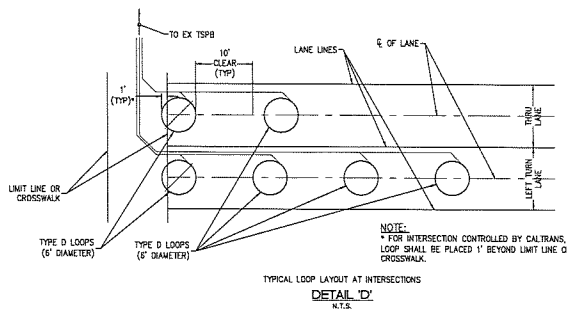
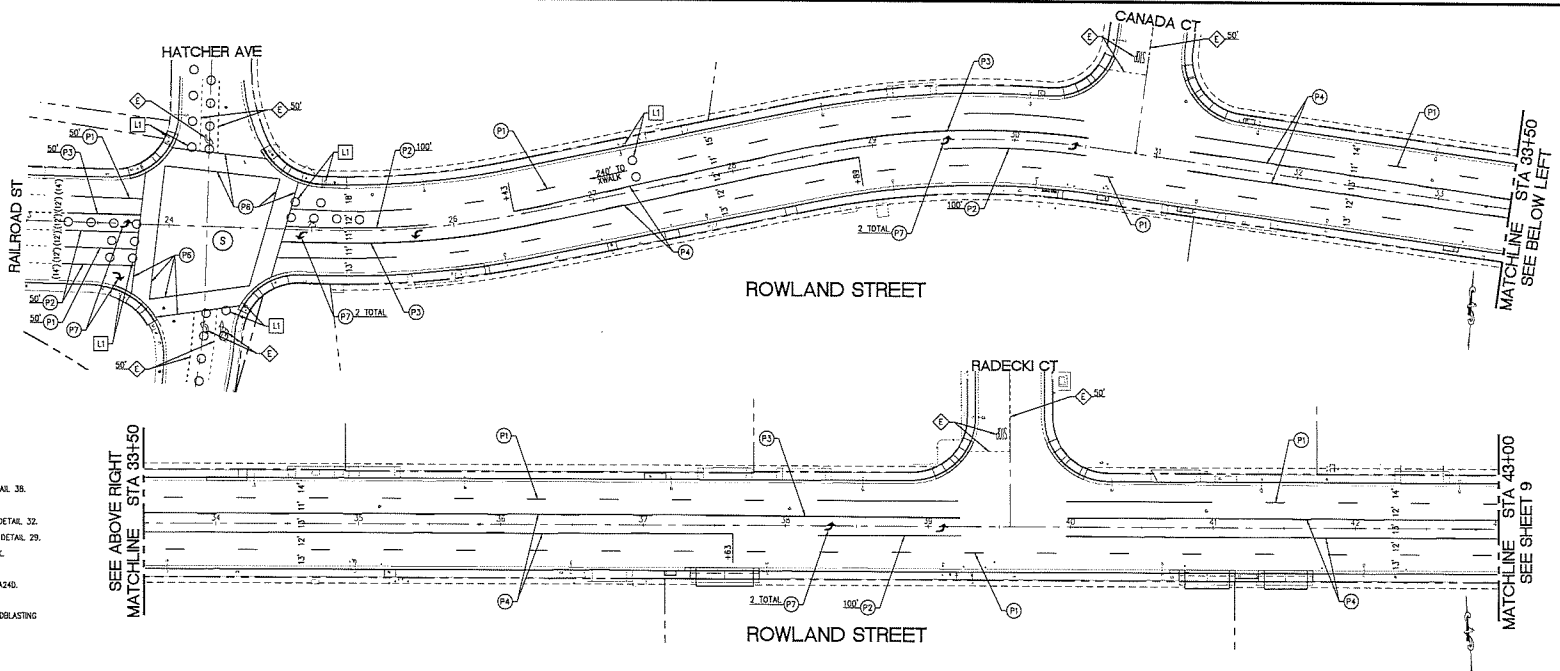
- EXISTING SIGN ON POST OR OBJECT MARKER
- SIGN (2' SQUARE PERFORATED POST)
- EXISTING SIGN ON (2) POSTS
- TWO POST SIGN
- SIGN MOUNTED ON SIGNAL OR STREET LIGHT POLE
- EXISTING SIGN ON SIGNAL OR STREET LIGHT POLE
- NEW PAVEMENT MARKING-ARROW
- NEW RED CURB
- EXISTING CURB AND GUTTER
- EXISTING STRIPING OR MARKINGS
- PROPOSED STRIPING OR MARKINGS
- SIGNALIZED INTERSECTION

SIGNING CONSTRUCTION NOTES:

- INSTALL NEW SIGN PANEL(S) (TYPE PER PLAN) ON EXISTING POST AND RELOCATE.
- RELOCATE EXISTING SIGN PANEL(S) AND POST.

LOOP REPLACEMENT NOTES:

- INSTALL TRAFFIC SIGNAL LOOP DETECTORS PER DETAIL 'D' AND DETAIL 'E', HEREON. CONTRACTOR TO SPLICE IN NOTED PULL BOX.



BENCHMARK
 B.M. C.I. BM R-1 ELEV. 420.810 (NVD 1999)
 C OF 1' WOKIN SLY CURB OF ROWLAND AVE 430 FEET E/D
 B.C.R. 490 FEET E/D
 CENTERLINE LAWSON AVE.

NO.	DATE	REVISIONS	DC BY



CITY OF INDUSTRY

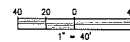
INCORPORATED JUNE 16, 1957
 P.O. Box 3396, City of Industry, California 91744
 Administrative Offices: 15625 Mayor Dave Way
 (909) 333-2211



Prepared by:

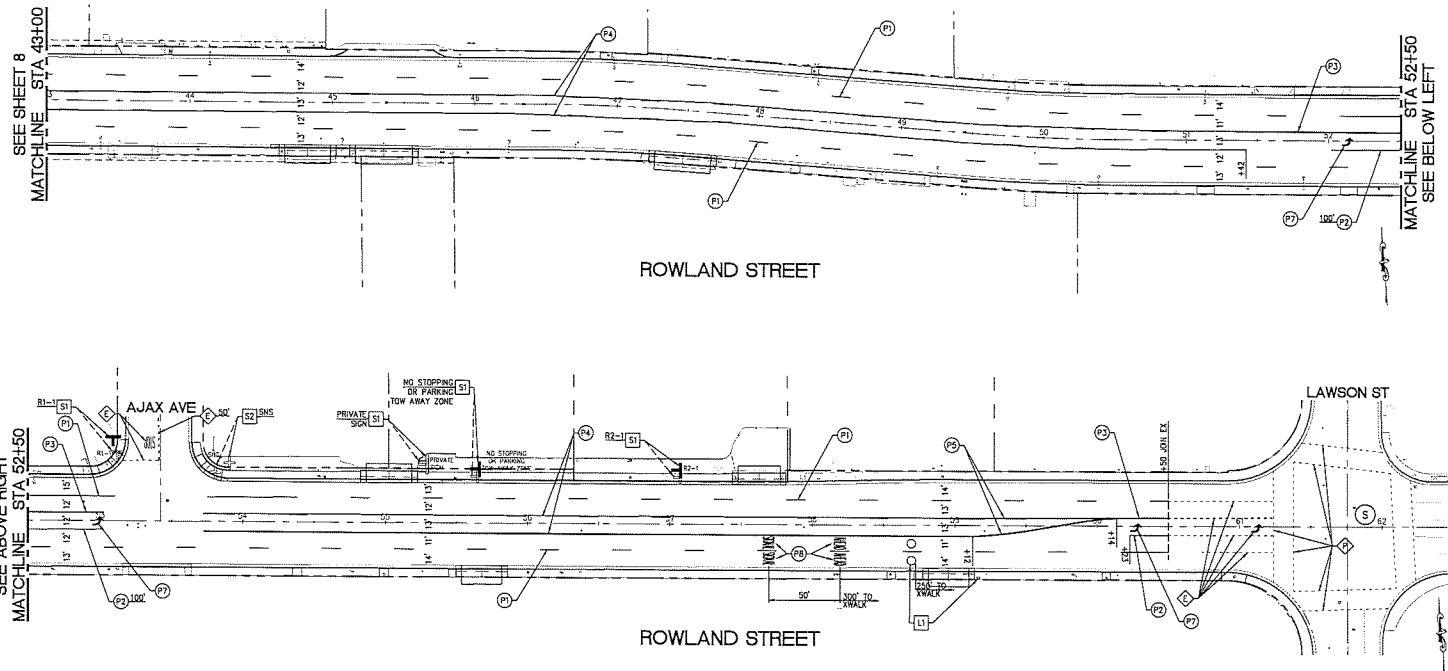
ACNC ENGINEERING

255 N. Hacienda Blvd | Ste 222
 City of Industry | CA 91744
 P | 626.333.0335
 www.acnc-eng.com



JAMES R. GRANGIS, P.E. 058785 DATE

CITY OF INDUSTRY	
APPROVED BY:	DATE:
CLEMENT H. CALWELL, P.E. REG. 21743	DEPUTY CITY ENGINEER
ROWLAND STREET RECONSTRUCTION	
SIGNING AND STRIPING PLAN ROWLAND AVE HATCHER AVE TO STA 43+00	
DESIGNED BY: J.R.	CHECKED BY: X.L.
DRAFTED BY: J.R.	DATE: APRIL 2022
JOB NO. MP 10-15#1	CONTRACT NO. CITY-1485
SHEET 8 OF 9	



NOTE:
FOR SIGNING AND STRIPING CONSTRUCTION, GENERAL AND LOOP REPLACEMENT NOTES AND LEGEND, SEE SHEET 8.

BENCHMARK
B.M. CL BM R-1 ELEV. 420.810 (NVD 1929).
C OF 1 MON IN SLY CURB OF
ROWLAND AVE. ±30 FEET E/O
B.C.N. ±50 FEET E/O
CENTERLINE LAWSON AVE.

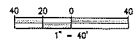
NO.	DATE	REVISIONS	DC. BY



CITY OF INDUSTRY
INCORPORATED JUNE 18, 1927
P.O. Box 3586, City of Industry, California 91744
Administrative Offices: 15825 Meyer Drive Way
(826) 333-2211



Prepared by:
ACNC
ENGINEERING
255 N. Hacienda Blvd J Ste 222
City of Industry, CA 91744
P 1 626.333.6336
www.acnc-eng.com



CITY OF INDUSTRY	
APPROVED BY:	DATE:
CLEMENT R. GALLAGHER, P.E. REG. 27743	DEPUTY CITY ENGINEER
ROWLAND STREET RECONSTRUCTION	
SIGNING AND STRIPING PLAN	
ROWLAND AVE	
STA 43+00 TO LAWSON ST	
DESIGNED BY: J.R.	CHECKED BY: A.L.
DRAFTED BY: J.R.	DATE: APRIL 2022
JAMES R. ORANISE, P.E. 059785	DATE:
JOB NO. MP 10-15#1	CONTRACT NO. CITY-1465
SHEET 9 OF 9	

CITY COUNCIL


ITEM NO. 6.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Joshua Nelson, City Manager 

STAFF: Sam Pedroza, Assistant City Manager

DATE: April 28, 2022

SUBJECT: Consideration of Resolution No. CC 2022-15, approving the donation of One (1) 2002 Chevrolet Astro Van to the Purist Group

Background:

The Purist Group (“Purist”) is a non-profit organization comprised of members that share a common passion for cars and motorcycles with the prime focus on helping youth in the surrounding communities. Purist partners annually with Los Angeles County Industry Sheriff’s Station and other local service organizations to donate approximately 5,000 backpacks and other back to school supplies and 20,000 toys to children. Through these services youth in the community receive needed supplies to support their academic lives and toys in celebration of the holiday season. Additionally, Purist organizes charity events to gather supplies to assist with homelessness and animal shelters throughout the year.

Discussion:

The City has one (1) 2002 Chevrolet Astro Van that is no longer in use. The City’s Procurement Policy (“Policy”) lists the methods for disposition of surplus property. Pursuant to Section 15(A)(4)(e) of the Policy, surplus property may be donated to a non-profit organization if the City Manager, as the City’s Procurement Officer, determines that “the surplus property may be used by a non-profit in a manner that would provide a general public benefit.”

Currently, Purist does not have access to a large capacity vehicle to assist with transporting the 5,000 backpacks, 20,000 toys, and other supplies to and from charity events and various organizations. The donation of the Astro Van will give the Purist Group a large capacity vehicle to transport its community support supplies to serve the general public.

If the resolution is adopted, the vehicle will be donated to Purist in “as-is” and “as-where” condition. Additionally, Purist will be required to sign a release form and all appropriate DMV forms, including Bill of Sale and Notice of Transfer and Release of Liability, to complete the transfer.

Fiscal Impact:

Approval of Resolution No. CC 2022-15 would decrease the City's overall vehicle maintenance expenditures.

Recommendation:

- 1) Staff recommends that the City Council adopt Resolution No. CC 2022-15, approving the donation of one (1) 2002 Chevrolet Astro Van with serial number 1GNDM19X12B113644, in "as is" and "as where" condition to the Purist Group.

Exhibit:

- A. Resolution No. CC 2022-15
-

JN/SP:kt

EXHIBIT A

Resolution No. CC 2022-15

[Attached]

RESOLUTION NO. CC 2022-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING THE DONATION OF ONE CHEVROLET ASTRO VAN TO THE PURIST GROUP

RECITALS

WHEREAS, the Purist Group is a non-profit organization comprised of members that share a common passion for automobiles with the focus on helping youth in the surrounding communities; and

WHEREAS, beginning in 2015, the Purist Group annually collects and donates approximately 5,000 backpacks to students locally and beyond, including the cities of Industry, La Puente, and El Monte; Industry Sheriff's Station Youth Activities League, Pomona and Compton school districts, OC Autism Foundation, Pomona Regional Center, and Mexico; and

WHEREAS, the Purist Group collects and donates approximately 20,000 toys at its annual Winter Toy Drive and, notably, it celebrated its 10th Annual Winter Toy Drive in 2021; and

WHEREAS, the Purist Group organizes charity events to gather supplies to assist with homelessness and animal shelters throughout the year; and

WHEREAS, the City has one (1) 2002 Chevrolet Astro Van that is no longer in use; and

WHEREAS, the City's Procurement Policy lists the methods of disposition of surplus property. Pursuant to Section 15(A)(4)(e) of the Policy, surplus property may be donated to a non-profit organization if the City Manager, as the City's Procurement Officer, determines that "the surplus property may be used by a non-profit in a manner that would provide a general public benefit"; and

WHEREAS, the City's donation serves a general public benefit in that the Purist Group supports the youth in the community by providing school supplies and toys to children in need. The Purist Group lacks a large capacity vehicle, so the van would serve as the organization's regular delivery van to transport the large quantity of backpacks, toys, and other supplies to and from charity events and various organizations; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The City Council finds that all of the facts set forth in the Recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City's donation serves a public purpose by giving the Purist Group a high-capacity vehicle to assist in transporting the approximately 5,000 backpacks, 20,000 toys, and other supplies to and from charity events and various organizations for the purpose of supporting and underserved children, and those at risk in the community.

SECTION 3. The City Council hereby approves the donation of one (1) 2002 Chevrolet Astro Van with serial number 1GNDM19X12B113644, in "as is" and "as where" condition to the Purist Group, subject to the Purist Group's execution of a release, all necessary DMV forms, and any other necessary forms.

SECTION 4. The City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution, in order to implement this Resolution on behalf of the City.

SECTION 5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on April 28, 2022, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

CITY COUNCIL


ITEM NO. 6.7



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of City Council

FROM: Joshua Nelson, City Manager 

STAFF: Dev Birla, Operations Manager, CNC Engineering

DATE: April 28, 2022

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Western Power Project Advisors LLC, for engineering services for the Citywide wireless communication network, to enable remote monitoring system for streetlights, extending the term through June 30, 2024, increasing compensation by \$40,000.00, and updating the address for the City (MP 20-02)

Background:

On November 12, 2020, the City Council and the Industry Public Utilities Commission approved a Professional Services Agreement (“Agreement”) with Western Power Project Advisors, LLC (“WPPA”) for engineering services for the Citywide wireless communication network, to enable automated meter reading (“AMR”) for Industry Public Utilities (“IPU”) and remote monitoring system (“RMS”) for streetlights, in an amount of \$120,000.00. IPU’s share of the budget for AMR was estimated at \$96,000.00, with the remaining \$24,000.00 belonging to the City. The scope of work included research and the evaluation of whether one Citywide wireless communication network could be shared between the AMR and RMS for streetlights or if a separate Citywide wireless communication network would be required for the streetlight RMS. During the evaluation, WPPA determined that the requirements of AMR system are different and more complex than RMS due to the required reliability, increased security of network and data, reading of inaccessible meters, and accuracy in customer monthly billing, and that the system will need a separate wireless communication network and request for proposal (“RFP”).

Discussion:

City Staff, in conjunction with WPPA, prepared a separate RFP for streetlight RMS which included the high level and functional technical specifications needed to enable RMS for streetlights. The main components of the RMS include:

- Comprehensive dashboard to show graphical and tabular energy consumption, reports, and alarms
- Alarms and events to monitor each streetlight functioning or non-functioning, and send email or text alerts

- Management of components including poles and luminaires
- Customized reports
- Integration with the Smart City applications

On August 20, 2021, the new RFP was posted in the City's PlanetBids™ vendor portal and seven proposals were received by the October 6, 2021 deadline. WPPA and Staff reviewed the proposals. Out of the seven proposals, five companies were invited to make presentations and answer questions for the first round of interviews on February 18, 2022. The field was narrowed down to three companies and who were interviewed again during a second round on April 11, 2022. City Staff is close to reaching a recommendation to present to the Council and IPU.

Due to the complexity of the proposals, the evaluation process has taken longer than anticipated. In order for WPPA to continue providing the remaining services of the Agreement, including developing a project plan and providing oversight of the implementation process, Staff recommends that the City Council approve Amendment No. 1, extending the term through June 30, 2024, increasing compensation by \$40,000.00, and updating the address for the City.

Fiscal Impact:

The fiscal impact is \$40,000.00. In the adopted Fiscal Year 2021-2022 Capital Improvement Project budget, \$275,000.00 is approved for this work (MP 20-02, Account No. 120-702-5130).

Recommendation:

It is recommended that the City Council approve Amendment No. 1 to Professional Services Agreement with Western Power Project Advisors, LLC.

Exhibit:

- A. Amendment No. 1 to Professional Services Agreement with Western Power Project Advisors, LLC, dated April 28, 2022

JN/DB:jf

EXHIBIT A

Amendment No. 1 to Professional Services Agreement with Western Power Project
Advisors LLC, dated April 28, 2022

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
WESTERN POWER PROJECT ADVISORS, LLC**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 28th day of April, 2022, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”), the Industry Public Utilities, a public agency organized and existing under the laws of the State of California, (“IPU”), and Western Power Product Advisors, LLC, a California limited liability company (“Consultant”). The City, IPU, and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about November 12, 2020, the Agreement was entered into and executed between City, IPU, and Consultant for engineering services related to the Citywide wireless communication network; and

WHEREAS, due to delays and extra effort and time in the evaluation and selection process for the remote monitoring system, it is necessary to extend the Agreement through June 30, 2024 with a companion increase compensation in the amount of \$40,000.00, and update the address for the City and IPU; and

WHEREAS, for the reasons set forth herein, the Parties desire to enter into this Amendment No. 1, as set forth below.,

AMENDMENT

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

1. TERM

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

This Agreement shall commence on the effective date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

The second and third sentences of Section 4.a are hereby amended to read in their entirety as follows:

This amount shall not exceed One Hundred Sixty Thousand Dollars (\$160,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement. IPU’s share shall not exceed Ninety-Six Thousand Dollars (\$96,000.00) and City’s share shall not exceed Sixty Four Thousand Dollars (\$64,000.00).

15. NOTICES

Notices to the City and IPU shall be made as follows:

City of Industry
15625 Mayor Dave Way
City of Industry, CA 91744
Attn: City Manager/Public Utilities Director

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

“CITY”
City of Industry

“CONSULTANT”
Western Power Project Advisors, LLC

By: _____
Joshua Nelson, City Manager

By: _____
Parag Soni, Owner and President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

“IPU”
Industry Public Utilities

By: _____
Joshua Nelson, Public Utilities Director

Attest:

By: _____
Julie Gutierrez-Robles, Commission Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

EXHIBIT A TO AMENDMENT NO. 1

**AGREEMENT FOR CONSULTING SERVICES WITH WESTERN POWER PROJECT
ADVISORS, LLC DATED NOVEMBER 12, 2020**

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and effective as of November 12, 2020 ("Effective Date"), between the City of Industry, a municipal corporation ("City"), the Industry Public Utilities, a public agency organized and existing under the laws of the State of California, ("IPU") and Western Power Project Advisors LLC, a California limited liability company ("Consultant"). The City, IPU and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City and IPU desire 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, Parties 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 June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City and/or the IPU, depending on the type of work. 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 or IPU 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 IPU and in a first-class manner in conformance with the standards of quality normally observed by an entity providing engineering consulting services, serving a public agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited

to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City/IPU has not consented in writing to Consultant's performance of such work. No officer or employee of City/IPU 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/IPU. If Consultant was an employee, agent, appointee, or official of the City/IPU 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

The City Manager and Public Utilities Director or his designee shall represent the City and IPU 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 and IPU agree 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 Twenty Thousand Dollars (\$120,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement. IPU share shall not exceed Ninety Six Thousand Dollars (\$96,000.00) and City share shall not exceed Twenty Four Thousand Dollars (\$24,000.00).

(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/IPU. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to

by City/IPU and Consultant at the time City's/IPU's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit separate invoices monthly for actual services performed for IPU and City. All services, with the exception of Task III in Exhibit A, shall be invoiced at seventy-five percent to IPU and twenty-five percent to City. 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 and/or IPU disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City or IPU 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 or IPU 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 and/or IPU, 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 and/or IPU. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City and IPU pursuant to Section 5 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City and IPU 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 and IPU or their designees at reasonable times to review such books and records; shall give City and IPU the right to examine and audit said books and records; shall permit City and IPU 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 IPU and may be used,

reused, or otherwise disposed of by the City and IPU without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City and IPU, at the Consultant's office, and upon reasonable written request by the City and/or IPU, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City and IPU 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 and IPU.

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and IPU and any and all of their 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 IPU, and any and all of their 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 or IPU, their 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 and/or IPU, Consultant shall have an immediate duty to defend the City and IPU at Consultant's cost or at City's and/or IPU's option, to reimburse the City and/or IPU for their costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City and/or IPU is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City or IPU, as to whether liability arises from the sole negligence of the City or IPU, or their officers, employees, or

agents, Consultant will be obligated to pay for City's and IPU's defense until such time as a final judgment has been entered adjudicating the City or IPU as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City and IPU a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City/IPU 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/IPU. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City and/or IPU, or bind the City and/or IPU 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, neither the City nor IPU shall pay salaries, wages, or other compensation to Consultant for performing services hereunder for City and/or IPU. Neither the City nor the IPU shall be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

(c) Consultant represents and warrants that it is aware of the requirements of Assembly Bill 5, Worker Status: Employees and Independent Contractors, effective January 1, 2020, including the provisions set forth in California Labor Code Section 2750.3. Consultant agrees to fully comply with the provisions of AB 5 and Labor Code Section 2750.3. Consultant shall indemnify, defend and hold harmless, the City and IPU, their elected and appointed officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with the provisions of AB 5 and/or Labor Code Section 2750.3.

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Neither the City nor IPU, nor their officers and employees, shall be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

12. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City or IPU 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 or IPU 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 and/or IPU to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's and IPU's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City and IPU, 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 of Industry, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City and IPU 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 of Industry, unless Consultant is prohibited by law from informing the City and IPOU of such Discovery, court order or subpoena. City and IPU retain 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 and/or IPU 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 IPU and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's and IPU's right to review any such response does not imply or mean the right by City and/or IPU to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to any 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 and IPU:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager/Public Utilities Director
With a Copy To:	Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Attention: James M. Casso, City Attorney/General Counsel
To Consultant:	Parag Soni, Owner and President 19220 Pires Avenue Cerritos, CA 90703

16. ASSIGNMENT

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

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City and IPU 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 and IPU as indemnified parties, 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 and IPU for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City and IPU for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City or IPU and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any

subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

The waiver by City, IPU 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, IPU or Consultant unless in writing.

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT


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

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

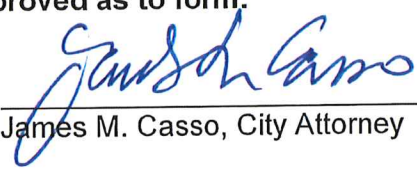
“CITY”
City of Industry

By: 
Troy Helling, City Manager

“CONSULTANT”
Western Power Project Advisors, LLC

By: 
Parag Soni, Owner and President

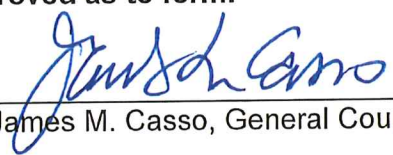
Attest.
By: 
Julie Gutierrez-Robles, City Clerk

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

**"IPU"
Industry Public Utilities**

By: 
Troy Helling, Public Utilities Director

Attest:
By: 
Julie Gutierrez-Robles, Commission Secretary

Approved as to form:
By: 
James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

IPU and City are proceeding with the implementation of a Citywide wireless communication network and Automated Meter Reading ("AMR"), which includes the upgrade from existing electric meters to smart electric meters, to enable the capability of remote monitoring of streetlights ("RMST").

Consultant shall provide the following engineering services that include the following tasks and deliverables:

I. Develop a Request for Proposals (RFP)

- a. Draft an RFP for a Citywide wireless communication network that includes AMR design, a description and location of each piece of equipment, smart electrical meters, collectors, a meter data management ("MDM") system, configuration of the wireless network and support during installation to ensure proper system functionality. In drafting the RFP, Consultant may utilize best practices and conduct a review of language from RFPs for similar services utilized by other public agencies
- b. The RFP shall define the operational requirements and coordinate the workflow (Billing, Account management & Service Desk) for IPU's Consultant, ENCO
- c. The RFP shall call for the research of remote monitoring requirements for streetlights via a wireless communication network and the Advanced Metering Infrastructure system
- d. The RFP shall include the Cybersecurity requirements for AMR and wireless radio communication network
- e. Consultant shall coordinate IPU/City's legal terms and requirements and include in the RFP

II. List of Potential Vendors and Support during Solicitation of Proposals

- a. Research and craft a distribution list of potential vendors to identify those vendors capable of providing integrated smart meter implementation and a Citywide wireless communication network considering the scale, scope, and technology requirements
- b. Provide support during the question and answer period with vendors, coordinating responses with Staff
- c. Develop the final RFP for distribution by IPU and City to potential vendors to solicit proposals

- III. **Create a Database Template for the Management of AMR Data**
 - a. Define potential needs for the database including quality of service, outage record keeping and notification, restoration tools, sales analysis and other needs to be determined
 - b. Load existing data including customer meter data, substation etc. into database template
 - c. Develop database template as a starting point for IPU
 - d. Database to serve as a customer application portal to interface with the new MDM system
 - e. Propose and develop reporting format based on IPU feedback
 - f. Populate existing customer, meter and load data into template
 - g. Document database and associated reports

- IV. **Proposal Evaluation and Interview Potential Vendors**
 - a. Develop key metrics for a fair and competitive vendor evaluation
 - b. Participate in the City's/IPU's interviews with all vendors that meet minimum threshold requirements
 - c. Meet with City/IPU Staff and City/IPU consultants following interview to confirm implementation parameters
 - d. Evaluate proposals and provide a report with ranking of each vendor, for consideration by the City/IPU

- V. **Assistance with Contract Negotiation**
 - a. Ensure contract and RFP provisions are consistent
 - b. Coordinate with IPU's consultant, Transportation and Energy Solutions, Inc., and ensure contract has provisions to accommodate street lighting remote monitoring controller and centralized management system and other future options as delineated by the IPU and City
 - c. Incorporate all vendor options into the proposed contract
 - d. Incorporate project plan into a draft scope of services for integration into a final contract
 - e. Develop a presentation for vendor selection to City/IPU
 - f. Assist IPU/City with staff report and all documents necessary for Commission/City Council consideration

- VI. **Develop a Project Plan for discussion with Selected Vendor and Installation Contractor**
 - a. Develop a proposed project implementation plan
 - b. Coordinate with IPU's consultant on requirements associated with AMR Implement/Gather feedback and information from consultant

- c. Coordinate with the electric meter change out contractor and installation contractor and confirm project plan conforms with its availability and capability
- d. Develop project plan milestones and requirements

VII. Oversight of Implementation of Citywide Wireless Communication Network and AMR

- a. Maintain oversight over the implementation of the project
- b. Month 1 (begins upon the Notice to Proceed for Consultant): Preparation for project plan
- c. Month 1 to 4: Complete RFP process and receive proposals
- d. Month 5 to 7: IPU/City's evaluation of proposals and negotiation of contract with the selected vendor
- e. Month 8 to 12: Implementation of wireless communication network and AMR, including electric meter changeout, going live with AMR system, continue the manual reads until the system has no errors, coordinate with Transportation and Energy Solutions testing of selected streetlight controllers and centralized management system to test interoperability
- f. Months 13 to 15: Evaluation of prior data with current data to make sure there are no errors, monitor the testing and make sure wireless communication network has operability with the selected streetlight controller and centralized management system

Note: All Services set forth herein are common to both IPU and City except Task III which pertains only to the IPU.

EXHIBIT B

RATE SCHEDULE

For the Services set forth in Exhibit A, Consultant shall charge the following rate:

Hourly Rate \$225.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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 and IPU, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City and IPU, their officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City and IPU 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, and IPU's Public Utilities Director prior to commencement of performance. Current certification of insurance shall be kept on file with City and IPU at all times during the term of this contract. City and IPU reserve 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 and IPU 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 and IPU before the City's and/or IPU'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 and IPU have the right but not the duty to obtain the insurance they deem necessary and any premium paid by City and/or IPU will be promptly reimbursed by Consultant, or City and IPU will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City and/or IPU 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 and IPU, their 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 IPU, 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 or IPU to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

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

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 IPU and their 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 IPU 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 and IPU for review.

City's right to revise specifications. The City and IPU reserve 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, IPU and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City and IPU. The City and IPU reserve 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 and IPU.

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

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

CITY COUNCIL

ITEM NO. 6.8

Back-up will be Distributed prior to Meeting