
Civic-Recreational-Industrial Authority



Regular Meeting Agenda
July 13, 2022

9:00 a.m.

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

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

Addressing the Authority:

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: 574 139 092#. 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 Civic-Recreational-Industrial Authority meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Monday, July 11, 2022, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.***

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

Agendas and other writings:

In compliance with Government Code Section 54957.5(b), staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 pm. City Hall doors are closed between 12:00 p.m. to 1:00 p.m. each day. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comments

5. **CONSENT CALENDAR**

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

- 5.1 Consideration of the Register of Demands submitted by the Finance Department for July 13, 2022

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

- 5.2 Consideration of the Register of Demands submitted by CNC Equestrian Management Services for the Industry Hills Expo Center for May 2022

RECOMMENDED ACTION: Receive and file.

- 5.3 Consideration of Resolution No. CRIA 2022-09 - A RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY, APPROVING BLANKET PURCHASE ORDERS ("BPOS") FOR VENDORS TOTALING \$10,000 AND OVER FOR FY 2022-2023

RECOMMENDED ACTION: Adopt Resolution No. CRIA 2022-09.

- 5.4 Consideration of Resolution No. CRIA 2022-10 – A RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY ("CRIA") CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

RECOMMENDED ACTION: Adopt Resolution No. CRIA 2022-10, continuing the authorization of remote teleconference meetings pursuant to AB 361.

6. **BOARD MATTERS**

- 6.1 Consideration of a Maintenance Services Agreement with West Coast Arborists, Inc., to provide urban forestry tree maintenance services in an amount not-to-exceed \$2,075,208.00, through July 13, 2026

RECOMMENDED ACTION: Approve the Agreement.

- 6.2 Consideration of authorization to advertise for public bids for Miscellaneous Site and Drainage Improvements at the Avalon Building for an estimated cost of \$239,000.00 (Agreement No. EXPO-2134/MP 01-34#43)

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

- 6.3 Presentation and discussion regarding the Civic-Recreational-Industrial Authority's Financial Report for April 30, 2022

RECOMMENDED ACTION: Receive and file the report.

- 6.4 Update on the Expo Center

RECOMMENDED ACTION: Receive and file.

7. **EXECUTIVE DIRECTOR COMMUNICATIONS**

8. **AB 1234 REPORTS**

9. **BOARD MEMBER COMMUNICATIONS**

10. Adjournment. Next regular meeting: Wednesday, August 10, 2022, at 9:00 a.m.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
JULY 13, 2022

ITEM NO. 5.1
Replaced Register of Demands

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting July 13, 2022

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
121	CRIA - CAPITAL IMPROVEMENT	519,144.21
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	239,237.21
TOTAL ALL FUNDS		758,381.42

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	758,381.42

APPROVED PER CITY MANAGER

**Civic-Recreational-Industrial Authority
Board Meeting
July 13, 2022**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
11438	06/06/2022	06/30/2022	CRIA-EQUESTRIAN CENTER	\$86,000.00
	Invoice	Date	Description	Amount
	APR-22	06/02/2022	REIMBURSEMENT FOR APRIL 2022 OPERATING COSTS	\$86,000.00
11439	06/08/2022	06/30/2022	ABSOLUTE INTERNATIONAL SECURITY	\$41,266.63
	Invoice	Date	Description	Amount
	2020105152	05/31/2022	MAY 2022 SECURITY SVC - EXPO CENTER	\$40,979.43
	2020105153	05/31/2022	MAY 2022 SECURITY SVC - EXPO CENTER	\$287.20
11440	07/05/2022		CRIA-EQUESTRIAN CENTER	\$86,000.00
	Invoice	Date	Description	Amount
	MAY-22	06/30/2022	REIMBURSEMENT FOR MAY 2022 OPERATING COSTS	\$86,000.00
11441	07/05/2022		THE ROLLING THRONE	\$4,071.25
	Invoice	Date	Description	Amount
	10343	06/29/2022	RESTROOM TRAILER RENTAL - AVALON ROOM EXPO (\$4,071.25
11442	07/13/2022		ANNEALTA GROUP	\$200.00
	Invoice	Date	Description	Amount
	2416	06/07/2022	16200 TEMPLE AVE	\$200.00
11443	07/13/2022		B2 PRINT, LLC	\$414.49
	Invoice	Date	Description	Amount
	0011415-CR	05/26/2022	CRIA CHECKS	\$414.49
11444	07/13/2022		BAVCO	\$411.89
	Invoice	Date	Description	Amount

Civic-Recreational-Industrial Authority
Board Meeting
July 13, 2022

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	158525	05/19/2022	BACKFLOW COSTS - EXPO CENTER	\$411.89
11445	07/13/2022		BLAKE AIR CONDITIONING COMPANY	\$299.85
	Invoice	Date	Description	Amount
	61839	06/09/2022	REPAIR AC LEAK TO HVAC - COWBOY CAFE @ EXPO C	\$299.85
11446	07/13/2022		C.S. LEGACY CONSTRUCTION, INC.	\$89,697.64
	Invoice	Date	Description	Amount
	2023-00000007	07/01/2022	GAZEBO AT EXPO CENTER PAVILION BUILDING - EXPC	\$94,418.57
11447	07/13/2022		CASC ENGINEERING AND CONSULTIN	\$4,620.00
	Invoice	Date	Description	Amount
	0046323	04/30/2022	MND FOR 16200 TEMPLE AVE	\$3,290.00
	0046504	05/31/2022	MND FOR EXPO CENTER BANQUET FACILITY	\$1,330.00
11448	07/13/2022		CITY OF INDUSTRY	\$735.57
	Invoice	Date	Description	Amount
	2022-00000065	05/31/2022	MAY 2022 FUEL COSTS	\$735.57
11449	07/13/2022		CNC ENGINEERING	\$53,850.00
	Invoice	Date	Description	Amount
	505612	06/30/2022	AVALON ROOM IMPROVEMENTS	\$15,295.00
	505613	06/30/2022	NEW BANQUET FACILITY AT THE EXPO CENTER	\$375.00
	505614	06/30/2022	PAVILION UPGRADES - EXPO CENTER	\$6,917.50
	505615	06/30/2022	EXPO CENTER ALARM SYSTEM UPGRADES	\$2,120.00
	505616	06/30/2022	EXPO CENTER ROADS REHABILITATION	\$530.00
	505617	06/30/2022	GAZEBO AT EXPO CENTER PAVILION BUILDING	\$13,372.50

Civic-Recreational-Industrial Authority
Board Meeting
July 13, 2022

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	505618	06/30/2022	MISC SITE & DRAINAGE IMPROVEMENT AT AVALON BL	\$9,837.50
	505619	06/30/2022	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN	\$5,402.50
11450	07/13/2022		CRIA-PAYROLL ACCOUNT	\$3,500.00
	Invoice	Date	Description	Amount
	JUN-22	06/07/2022	REPLENISH PAYROLL ACCOUNT FOR JUNE 2022	\$3,500.00
11451	07/13/2022		ELEVATE PUBLIC AFFAIRS, LLC	\$5,000.00
	Invoice	Date	Description	Amount
	2726	06/03/2022	PROFESSIONAL SVC - MAY 2022	\$5,000.00
11452	07/13/2022		FRAZER, LLP	\$4,601.00
	Invoice	Date	Description	Amount
	178568	06/30/2022	PROFESSIONAL SVC - JUN 2022	\$4,601.00
11453	07/13/2022		HARDY AND HARPER, INC.	\$41,457.43
	Invoice	Date	Description	Amount
	#5-EXPO-2133	07/01/2022	EXPO CENTER ROAD REHABILITATION - EXPO-2133	\$7,645.51
	#6RET-EXPO-2133	07/01/2022	RETENTION - EXPO CENTER REHABILITATION - EXPO-	\$34,194.20
11454	07/13/2022		IDS GROUP, INC.	\$14,637.50
	Invoice	Date	Description	Amount
	19X002-10-9	05/31/2022	SITE ANALYSIS - AVALON ROOM EXPO CENTER	\$1,587.30
	19X002.14-3	06/23/2022	ARCHITECT SVC - AVALON ROOM	\$1,963.50
	19X02.10-10	06/23/2022	SITE ANALYSIS - AVALON ROOM EXPO CENTER	\$3,030.20
	19X002.13-3	06/22/2022	EXPO CENTER NEW BANQUET FACILITY	\$8,056.50

**Civic-Recreational-Industrial Authority
Board Meeting
July 13, 2022**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
11455	07/13/2022		LEIGHTON CONSULTING INC	\$2,985.49
	Invoice	Date	Description	Amount
	51252	06/22/2022	GEOTECHNICAL SVC - EXPO-2132	\$2,985.49
11456	07/13/2022		MERRITT'S ACE HARDWARE	\$30.78
	Invoice	Date	Description	Amount
	129313	07/01/2022	TARPS - EXPO CENTER	\$30.78
11457	07/13/2022		MITY-LITE, INC.	\$13,600.02
	Invoice	Date	Description	Amount
	00149203	06/29/2022	WHITE RESIN CHAIRS - EXPO CENTER	\$13,600.02
11458	07/13/2022		PACIFIC UTILITY INSTALLATION	\$5,125.00
	Invoice	Date	Description	Amount
	25956	05/31/2022	ELECTRICAL DISTRIBUTION & STREETLIGHT SYSTEM	\$5,125.00
11459	07/13/2022		PT EVENTS, INC.	\$13,902.85
	Invoice	Date	Description	Amount
	8947-A	06/01/2022	TENT - EXPO CENTER - REMAINING 50% DEPOSIT	\$13,902.85
11460	07/13/2022		VALLEY VISTA SERVICES, INC	\$450.00
	Invoice	Date	Description	Amount
	0004820816	06/01/2022	IH RODEO STORAGE BOXES - JUN 2022	\$450.00
11461	07/13/2022		VENEKLASSEN ASSOCIATES, INC.	\$1,580.00
	Invoice	Date	Description	Amount
	65503	06/06/2022	DESIGN SVC - EXPO CENTER GRAND ARENA AVV UPGI	\$1,580.00

Civic-Recreational-Industrial Authority
Board Meeting
July 13, 2022

Check	Date	Payee Name	Check Amount
-------	------	------------	--------------

CRIA.WF.CHK - CRIA Wells Fargo Checking

11462	07/13/2022		\$283,944.03
	Invoice	KAZONI CONSTRUCTION	
	#4-EXPO-2127R	EXPO CENTER AVALON ROOM IMPRVMENTS - EXPO-212	\$298,888.45

Checks	Status	Count	Transaction Amount
	Total	25	\$758,381.42

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.2

Industry Hills Expo Center Check Detail

Industry Hills Expo Center - Check Register MAY

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
05/11/2022	16998	PAV-050722 ZULMA MARQUEZ	8,136.00	REFUNDED DUE TO CLIENT COMPLAINT.
05/11/2022	16999	PAV-042322 MARCELINA URIBE SANCHEZ	600.00	SECURITY DEPOSIT REFUND
05/11/2022	17000	PAV-042922 ANA PALACIOS	600.00	SECURITY DEPOSIT REFUND
05/11/2022	17001	PAV-043022R EDWARD TORRES	600.00	SECURITY DEPOSIT REFUND
05/11/2022	17002	PAV-050122 NICOLE DURAN	600.00	SECURITY DEPOSIT REFUND
05/11/2022	17003	PAV-040922 JENNIFER LOWNES	600.00	SECURITY DEPOSIT REFUND
05/11/2022	17004	ANHEUSER BUSCH SALES OF AMERICA	840.00	ALCOHOL INVENTORY
05/11/2022	17005	CINTAS	376.66	SUPPLIES EXP.
05/11/2022	17006	CNC EQUESTRIAN MANAGEMENT	19,549.49	MAINT. CREW APRIL 2022
05/11/2022	17007	FRONTIER COMMUNICATIONS	170.98	TELEPHONE EXP.
05/11/2022	17008	HARBOR DISTRIBUTING,LLC	6,244.50	ALCOHOL INVENTORY
05/11/2022	17009	INDUSTRY SECURITY SERVICES, INC.	3,832.36	EVENT SECURITY SERVICES
05/11/2022	17010	JAM GOLF CARS	3,465.14	VEHICLE MAINT.
05/11/2022	17011	OFFICE DEPOT	407.79	SUPPLIES EXP.
05/11/2022	17012	OS4 LABOR	3,138.86	PAYROLL W/E 04/24/22 & 05/01/22
05/11/2022	17013	RANCHO JANITORIAL SUPPLIES	1,556.00	SUPPLIES EXP.
05/11/2022	17014	REPUBLIC NATIONAL DISTRIBUTING COMPANY	2,571.13	ALCOHOL INVENTORY
05/11/2022	17015	SOCAL INDUSTRIES	214.50	EQUIPMENT RENTAL
05/11/2022	17016	SOUTHERN GLAZER'S OF CA SOUTH	6,485.45	ALCOHOL INVENTORY
05/11/2022	17017	STAPLES Business Advantage	216.12	SUPPLIES EXP.
05/11/2022	17018	SYSCO	6,344.57	ALCOHOL INVENTORY
05/11/2022	17019	TBS CLEANING SERVICE	11,390.00	ADDITIONAL CLEANING - FERIA MAY 2022
05/11/2022	17020	VALLEY VISTA SERVICES, INC.	5,219.28	ROLL OFF AND DUMP FEES
05/18/2022	17021	AT&T	499.16	TELEPHONE EXP.
05/18/2022	17022	CHAD'S PROFESSIONAL CLEANING	2,970.00	PAVILION CARPET CLEANING
05/18/2022	17023	FRONTIER COMMUNICATIONS	494.29	TELEPHONE EXP.
05/18/2022	17024	GRAHAM COMPANY	445.00	EMERGENCY LIGHT SYSTEM MAINT. - ARENA
05/18/2022	17025	RANCHO JANITORIAL SUPPLIES	1,018.13	SUPPLIES EXP.
05/18/2022	17026	ROBINSONS FLOWERS	379.50	FUNERAL SPRAY
05/18/2022	17027	SO CAL GAS	14.30	UTILITIES EXP.
05/18/2022	17028	TBS CLEANING SERVICE	1,922.00	MA-051522 LOVE4THESTREET - CLEANING/SHUTTLE SERV.
05/18/2022	17029	WEST MARKET AUTO BODY	2,991.22	INSURANCE CLAIM-VEHICLE DAMAGE - 16200 GATE
05/23/2022	17030	AR-102922 RANDY LEE CRITES	1,930.00	*EVENT CANCELLATION REFUND
05/23/2022	17031	AR-091022 SANDRA JAUREGUI	600.00	SECURITY DEPOSIT REFUND
05/23/2022	17032	VY-043022 GATEWAY CITIES/ENGLISH SPRINGER	50.00	SECURITY DEPOSIT REFUND
05/24/2022	17033	ALARMCO	210.00	FIRE ALARM SYSTEM - MONITORING
05/24/2022	17034	BUSINESS CONSUMER ALLIANCE	395.00	ANNUAL MEMBERSHIP
05/24/2022	17035	CAL-MED AMBULANCE	5,992.50	REIMBURSABLE EXP. - FERIA MAY 2022
05/24/2022	17036	CINTAS	723.82	SUPPLIES EXP.
05/24/2022	17037	CNC EQUESTRIAN MANAGEMENT	49,221.56	CONTRACT LABOR JUNE. 2022/AMEX

Industry Hills Expo Center Check Detail

Industry Hills Expo Center - Check Register MAY

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
05/24/2022	17038	COUNTY OF L.A. PUBLIC HEALTH	1,844.00	HEALTH PERMITS 22/23
05/24/2022	17039	HARBOR DISTRIBUTING,LLC	7,027.35	ALCOHOL INVENTORY
05/24/2022	17040	HOME DEPOT	1,005.24	PROPERTY MAINT. EXP.
05/24/2022	17041	INDUSTRY SECURITY SERVICES, INC.	11,243.65	EVENT SECURITY SERVICES
05/24/2022	17042	JANUS PEST MANAGEMENT, INC.	2,208.00	PEST CONTROL
05/24/2022	17043	KLINE'S PLUMBING	1,135.00	PROPERTY MAINT. EXP.
05/24/2022	17044	OFFICE DEPOT	253.17	SUPPLIES EXP.
05/24/2022	17045	OS4 LABOR	8,336.59	PAYROLL W/E 05/08/22 & 05/15/22
05/24/2022	17046	ROGERS,CLEM & CO.	2,200.00	ACCTNG SERVICES JUNE 2022
05/24/2022	17047	SATSUMA LANDSCAPE	10,590.25	PROPERTY MAINT.
05/24/2022	17048	SOUTHERN GLAZER'S OF CA SOUTH	1,983.66	ALCOHOL INVENTORY
05/24/2022	17049	SUPREMA CO.	1,170.00	ALCOHOL INVENTORY
05/24/2022	17050	TBS CLEANING SERVICE	1,590.00	MA-051722 WORKMAN GRAD CLEANING/SHUTTLE SERV.
05/24/2022	17051	THE FLY GUY	1,455.98	PEST CONTROL
05/24/2022	17052	XEROX FINANCIAL SERVICES	847.57	XEROX LEASE
*INDICATES CANCELLATION DUE TO COVID-19 OUTBREAK				
TOTAL			205,905.77	

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.3

RESOLUTION NO. CRIA 2022-10

A RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

RECITALS

WHEREAS, the Civic-Recreational-Industrial Authority (“CRIA”) is committed to preserving and encouraging public access and participation in its meetings; and

WHEREAS, all meetings of CRIA are open and public, as required by the Ralph M. Brown Act (Gov. Code §§54950 – 54963) (“Brown Act”), so that any member of the public may attend, participate, and observe CRIA conduct its business; and

WHEREAS, in March 2020 as a response to the ongoing COVID-19 pandemic, Governor Newsom issued Executive Orders N-25-20 and N-29-20. These orders suspended certain elements of the Brown Act and specifically allowed for legislative bodies as defined by the Brown Act to hold their meetings entirely electronically with no physical meeting place. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which provided that the provisions in Executive Order N-29-20 suspending certain elements of the Brown Act would continue to apply through September 30, 2021; and

WHEREAS, on September 16, 2021 Governor Newsom signed AB 361, which added subsection (e) to Government Code §54953 of the Brown Act, and makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code §54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, one of the conditions required is that a state of emergency has been declared by the Governor pursuant to Government Code §8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code §8558; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, in March 2020, in response to the spread of COVID-19 in the State of California, the Governor Proclaimed a State of Emergency pursuant to Government Code §8625, and issued a number of executive orders aimed at containing the COVID-19 virus, and the County of Los Angeles through various Orders of the Los Angeles County Health Officer, continues to impose or recommend measures to promote social distancing; and

WHEREAS, Los Angeles County officials have recommended measures to promote social distancing, and strongly recommend masks for all regardless of vaccination status in an effort to slow the transmission of COVID-19 throughout the State and Los Angeles County; and

WHEREAS, CRIA is concerned about the health and safety of all individuals of the public who attend public meetings; and

WHEREAS, as a consequence of the continued state of emergency, the CRIA Board adopted Resolution No. CRIA 2021-05 on October 13, 2021, Resolution No. CRIA 2021-06 on November 10, 2021, Resolution No. CRIA 2021-07 on December 10, 2021, Resolution No. CRIA 2022-01 on January 9, 2022, Resolution No. CRIA 2022-02 on February 8, 2022, Resolution No. CRIA 2022-04 on March 10, 2022, Resolution No. CRIA 2022-05 on April 9, 2022, Resolution No. CRIA 2022-06 on May 9, 2022, and Resolution No. CRIA 2022-08 on June 8, 2022, finding and determining that the CRIA Board would continue to conduct its meetings without compliance with Government Code §54953(b)(3), as authorized by Government Code §54953(e), and that CRIA would continue to comply with the requirements to provide the public with access to all public meetings as prescribed in §54953(e)(2); and

WHEREAS, pursuant to the provisions of AB 361, the CRIA Board hereby finds and determines that the findings set forth in Resolution No. CRIA 2022-08 remain, and that it is thereby necessary to continue to conduct its meetings without compliance with Government Code §54953(b)(3), as authorized by Government Code §54953(e).

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

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

SECTION 2: The Board hereby considers the existing conditions of the state of emergency, local officials in Los Angeles County have recommended or imposed measures to promote social distancing in connection with COVID-19. Based on these facts, findings, and determinations, the Board authorizes Staff to conduct remote teleconference meetings of the Board, under the provisions of Government Code §54953(e).

SECTION 3: The Executive Director is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution and AB 361, including continuing to conduct open and public meetings in accordance with the Brown Act.

SECTION 4: This Resolution shall take effect July 8, 2022, and shall be effective until August 7, 2022, or such time as the Board adopts a subsequent resolution in

accordance with Government Code §54953(e)(3) to extend the time during which the Board may continue to meet by teleconference.

PASSED, APPROVED AND ADOPTED by the Civic-Recreational-Industrial Authority at a regular meeting held on July 13, 2022, by the following vote:

- AYES: BOARD MEMBERS:
- NOES: BOARD MEMBERS:
- ABSTAIN: BOARD MEMBERS:
- ABSENT: BOARD MEMBERS:

Eric Benavidez, Chairman

ATTEST:

Julie Gutierrez-Robles, Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.4



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Board of Directors

FROM: Joshua Nelson, Executive Director *JN*

STAFF: Yamini Pathak, Director of Finance *YR*

DATE: July 13, 2022

SUBJECT: Consideration of Resolution No. CRIA 2022-09, a Resolution of the Civic-Recreational-Industrial Authority, Approving Blanket Purchase Orders (“BPOs”) for Vendors Totaling \$10,000.00 and Over for FY 2022-2023

BACKGROUND:

A blanket purchase order (“BPO”) Vendor List is a list of all vendors with whom CRIA anticipates spending over \$10,000.00 in the fiscal year. On June 28, 2022, CRIA approved and adopted its budget for FY 2022-23 (“FY 23”). The FY 23 BPO Vendor List was developed in line with the FY 23 Adopted Budget.

DISCUSSION:

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

BPOs are not intended to bypass or supersede the bidding provisions as outlined in the City of Industry’s Municipal Code (“Code”) (which applies to CRIA) or intended to bypass the City’s standard agreements and terms. Departments must adhere to the requirements of

the City's procurement policy, and must obtain informal bidding, quotes, or go through a formal procurement process as necessary. Finance will strictly enforce the purchasing policy and ensure departments are adhering to the correct purchasing procedures.

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

Any additional purchase orders beyond dollar amounts approved in the BPO will be submitted to the Executive Director or CRIA Board, following procedures set forth in the City Code and Purchasing Policy.

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

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

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

Services (Section 3.04.055) - Procurement of professional services of an estimated value of ten thousand dollars or less may be made by the Executive Director at his or her discretion on the open market without specific solicitation or competitive bidding requirements. Professional services greater than ten thousand dollars shall require prior approval by the Board. For the purposes of this section, professional services shall include, without limitation, consultants, advisors, attorneys, architects, planners and engineers so long as the service performed does not constitute a public works project.

CRIA is proposing BPOs for services that include on-going periodic facilities maintenance or newspaper bid advertising services for vendors CRIA regularly conducts business with. These services exclude public works projects. CRIA is requesting BPOs to streamline the purchase order and invoice processing flow for repetitive, required services for day-to-day operations.

BPO Vendor List for FY 23

The BPO Vendor List for FY 23, attached as Exhibit A, includes all vendors with whom CRIA regularly conducts business. The BPO amounts are estimated amounts based on historical spending levels; all BPO amounts are in line with the FY 23 Adopted Budget.

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

FISCAL IMPACT:

The BPOs for all vendors listed in Exhibit A total \$235,000.00. This has been accounted for and included in the FY 23 Adopted Budget.

RECOMMENDED ACTION:

Staff recommends the CRIA Board adopt Resolution No. CRIA 2022-09, approving the BPO Vendor List for vendors totaling \$10,000.00 and over for FY 23.

Attachments:

1. Resolution No. CRIA 2022-09-Resolution Approving the FY 22-23 Blanket Purchase Orders for Vendors Totaling \$10,000 and Over.
2. Exhibit A – FY 23 Blanket Purchase Order Vendor List

RESOLUTION NO. CRIA 2022-09

**RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL
AUTHORITY APPROVING BLANKET PURCHASE ORDERS FOR
VENDORS TOTALING \$10,000.00 AND OVER FOR FY 2022-2023**

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

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

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

WHEREAS, on June 28, 2022, CRIA approved and adopted its budget for FY 2022-23 (“FY 23”); and

WHEREAS, the FY 23 BPO Vendor List was developed in accordance with Chapter 3.04 of the City of Industry’s Municipal Code (which applies to CRIA) as it pertains to purchasing and bidding procedures; and

WHEREAS, the FY 23 BPO Vendor List was also developed in accordance with the FY 23 Adopted Budget.

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

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

Section 2. The CRIA Board of Directors hereby approves the list of BPOs, attached hereto as Exhibit A, and incorporated herein by reference, for all vendors that total \$10,000.00 and over for FY 23.

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

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

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

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Civic Recreational-Industrial Authority at a regular meeting held on July 13, 2022, by the following vote:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:

Eric Benavidez, Chairman

ATTEST:

Julie Gutierrez-Robles, Secretary

Civic-Recreational-Industrial Authority
Blanket Purchase Order Vendor List for FY 2022-23 ("FY 23")
Exhibit A
Vendors Totaling \$10,000 and Over

SERVICES

Item #	Vendor Name	FY 23 Proposed Amount	Primary Purpose
1	Accurate Electric, Plumbing, Heating and Air	15,000	Electric, plumbing, heating maintenance services
2	Benjamin Romero II	15,000	Handyman maintenance services
3	Blake Air Conditioning Company	15,000	Air conditioning maintenance services
4	Garcia's Fence Corp	15,000	Fence maintenance services
5	Kline's Plumbing Inc.	15,000	Plumbing maintenance services
6	The Big Norwegian	15,000	Vehicle maintenance services
7	Fullerton Electric	15,000	Electric maintenance services
8	Vortex Industries Inc	15,000	Gate maintenance services
9	San Gabriel Valley Newspaper Group	10,000	Advertisement, notices for invitation of bids, public hearings, ordinances, etc.
10	Southern Tire Mart	10,000	Vehicle maintenance services

\$ 140,000.00

SUPPLIES

Item #	Vendor Name	FY 23 Proposed Amount	Primary Purpose
11	Amazon	10,000	Office and miscellaneous supplies
12	B2 Print	10,000	Office supplies - letterhead, envelopes, & business cards
13	BAVCO	15,000	Backflow maintenance services
14	Consolidated Electrical Distributors	10,000	Lighting materials and supplies
15	Home Depot	10,000	Property maintenance supplies
16	Lowe's	10,000	Property maintenance supplies
17	Merritt's Ace Hardware	10,000	Property maintenance supplies
18	MX Graphics	10,000	Supplies-printing/signs

\$ 85,000.00

SERVICES & SUPPLIES

Item #	Vendor Name	FY 23 Proposed Amount	Primary Purpose
19	Locks Plus	10,000	Supplies-key, locks and materials and repair services

\$ 10,000.00

TOTAL CRIA \$ 235,000.00

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.1



CIVIC-RECREATIONAL- INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman Benavidez and Members of the Board

FROM: Joshua Nelson, Executive Director *gn*

STAFF: Mathew Hudson, Engineering Manager
James Cramsie, Director of Engineering, CNC Engineering
Justin Aguilar, Field Operation Project Manager, CNC Engineering

DATE: July 13, 2022

SUBJECT: Consideration of a Maintenance Services Agreement with West Coast Arborists, Inc., to provide urban forestry tree maintenance services in an amount not-to-exceed \$2,075,208.00, through July 13, 2026

Background:

The City recently implemented a maintenance agreement for public spaces and City right of way with West Coast Arborists (“WCA”) and has seen significant improvements in the urban landscape of its civic center and main streets with still more progress to be made. Subsequently, other locations need similar maintenance agreements to retain a healthy and safe tree population.

Discussion:

The Industry Hills Expo Center is home to 3,200 trees. WCA has put together a 4-year tree maintenance program to maintain the health and real value of the Expo Center tree population. Each year, WCA will prune 800 trees, remove 64 trees and stumps, and plant 64 new, young, healthy trees. 18-man hours of emergency response will also be provided for unforeseen circumstances.

Fiscal Impact:

The fiscal impact is \$2,075,208.00 over four years. In the Fiscal Year 2022-23 budget, \$550,000.00 is approved and will cover the \$518,802.00 for year one (Account No. 360-800-5068).

Recommendation:

It is recommended that the Board approve the Maintenance Services Agreement with WCA.

Exhibit:

- A. Maintenance Services Agreement with West Coast Arborists, Inc. dated July 13, 2022

JN/MH/JC/JA:as

EXHIBIT A

Maintenance Services Agreement with West Coast Arborists, Inc., dated July 13, 2022

[Attached]

CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY
MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”) is made and effective as of July 13, 2022 (“Effective Date”), between the CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY (“CRIA”), a public body, and West Coast Arborists, Inc. (“Contractor”), a California corporation. CRIA and Contractor are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 13, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Contractor shall perform all Services in a manner reasonably satisfactory to CRIA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing arborist services.

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

3. MANAGEMENT

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

4. PAYMENT

(a) CRIA agrees to pay the Contractor a lump sum. Amount not to exceed Two Million Seventy-Five Thousand Two Hundred Eight Dollars (\$2,075,208.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty

(30) days of receipt of each invoice as to all non-disputed fees. If CRIA disputes any of Contractor's fees it shall give written notice to Contractor 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) Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. CRIA shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, CRIA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Contractor 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. Contractor shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Contractor 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) Contractor 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 Contractor and all subcontractors performing such Services must be registered with the

Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. The Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of CRIA.

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity other than for professional liability

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

(c) Duty to defend.

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

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

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

10. INDEPENDENT CONTRACTOR

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

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which

provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CRIA:	CRIA 15625 Mayor Dave Way City of Industry, CA 91744 Attention: Executive Director
With a Copy To:	James M. Casso, General Counsel Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746
To Contractor:	West Coast Arborists, Inc. 2200 E. Via Burton Street Anaheim, CA 92806 Attention: Victor Gonzalez, Vice President

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

CRIA and Contractor 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 Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and Contractors, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

The waiver by CRIA or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by CRIA or Contractor 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 Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

“CRIA”
Civic-Recreational-Industrial Authority

“CONTRACTOR”
West Coast Arborists, Inc.

By: _____
Joshua Nelson, Executive Director

By _____
Victor Gonzalez, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

Approved as to form:

By: _____
James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Contractor shall perform the following arborists services:

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required for tree pruning, tree removal, tree stump removal, and tree replacement as specified. The minimum number of trees to be pruned annually will be eight hundred (800), along with the removal of sixty-four (64) trees and stumps, planting of sixty-four (64) – 24” box trees, and up to eighteen (18) man hours of emergency response across the Industry Hills Expo Center. In general, all right-of-way trees on specified streets or neighborhoods will be pruned, with limited exceptions, commonly known as grid pruning. Grid pruning services will occur each year on a start date determined by CRIA during the month of October after bird nesting season, and be completed prior to the start of bird nesting each February. Contractor will be available for tree removals, stump removals, tree replacements, emergency call-out services, and specialty tree crew rental services on a limited, as-needed basis throughout each year. The contractor will maintain and annually update a digital tree maintenance inventory, which will be the property of CRIA.

GENERAL PROVISIONS

SUPERVISION

CONTRACTOR MUST HAVE A CERTIFIED ARBORIST ON STAFF WHO WILL SUPERVISE ALL TREE MAINTENANCE SERVICES WORK CONDUCTED AT ANY TIME. Contractor will be required to provide continual supervision for all operations at the job site and will be subject to administrative direction by CRIA.

INSPECTION

When work in specified areas is completed and ready for final inspection, the contractor will be required to notify CRIA or designated representative. As soon as possible thereafter, CRIA or representative will make the necessary inspection, and determine whether the work has been properly performed and completed in accordance with the contract.

WORK SCHEDULE

Contractor will be required to submit a complete schedule of work to be performed to CRIA at least one (1) week prior to the beginning of the work. Normal working hours will be an eight (8) hour day between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Any adjustments to this schedule would have to be approved by CRIA. Roads known to have heavy traffic periods may be restricted to work between the hours of 9:00 a.m. and 2:00 p.m.

EQUIPMENT

Equipment supplied and used by the Contractor will be maintained in a mechanically sound and safe condition, free from infectious disease or materials. When pruning infected or diseased trees, the Contractor will sterilize pruning tools prior to beginning work on the following tree.

SAFETY

- (1) Whenever streets are to be blocked off, CRIA along with the Los Angeles County Sheriffs and Fire Departments will all be notified by contractor of the locations and length of time the street will be blocked.
- (2) Suitable street, sidewalk barriers, signs, traffic cones, and other such equipment will be used by the Contractor.
- (3) Construction signs: The Contractor will supply each crew of workers, for each work zone, with MUTCD temporary traffic control elements, at least sign 36 inches by 36 inches, with an appropriate stand for each work site. The sign(s) and traffic controls will be approved by CRIA, prior to commencing work, and follow the information applicable in the *Watchbook: Work Area Traffic Control Handbook* (latest edition).
- (4) It is the sole responsibility of the Contractor to insure the safety of his work. The Contractor will observe all arborist and industrial safety standards.

DAMAGED PROPERTY

Plant material, irrigation systems, and other facilities damaged or destroyed by the Contractor will be repaired or replaced at the Contractor's expense.

CONDUCT OF OPERATIONS

- (1) Cooperation with others: The Contractor will endeavor to maintain good public relations at all times. The work will be conducted in a manner which will cause the least possible interference with or annoyance to the public. Work will be performed by competent workers supervised by a competent supervisor with experience and training in tree trimming and removal.
- (2) Contractor will notify resident(s) and business(es) of tree removal or trimming a minimum of 24 hours before commencing work.
- (3) Complaints: Complaints resulting from the Contractor's operation will be referred to the Contractor for prompt handling and satisfactory adjustment. All such adjustments will be at the Contractor's expense, whether said complaints arise from CRIA authorities, or from private property owners and others.

EXTRA WORK

Extra work will not be performed without prior written approval by CRIA.

PAYMENTS

Any pay requests submitted by the Contractor will need to be reviewed and approved by CRIA or designated representative. Thereafter, upon receipt of each monthly invoice and certification by CRIA, CRIA will issue a payment warrant within thirty (30) days after receipt of such invoice.

COMPENSATION ADJUSTMENT

Effective July 1, 2023, and on each July 1 thereafter during the term of the Contract, Contractor will be entitled to request a compensation adjustment based on the increase in the Consumer Price Index (Los Angeles -Anaheim - Riverside) from May of the prior year to May of the current year to the following year's comparison month and any prevailing wage changes. Any approved annual change in fees will be limited to no more than a five percent (5%) increase in compensation.

PERMITS, FEES, AND LICENSES

All permit fees and licenses necessary for completion of the work will be paid for by the Contractor.

SPECIAL PROVISIONS

PRUNING STANDARDS

All pruning will follow the Western Chapter - International Society of Arbor Culture Standards. Some exceptions may be implemented by CRIA.

TECHNIQUES

Thinning cuts will be removed at its point of attachment or shortened to a lateral large enough to assume the terminal role.

When shortening a branch or leader, the lateral to which it is cut should be at least one-half the diameter of the cut being made.

Holding cuts, or removing branches to stubs, buds, or lateral branches not large enough to assume the terminal role is not allowed.

When removing a branch, pruning cuts should be made in branch tissue close to, but outside, the branch bark ridge. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.

When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out several inches around the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.

When reducing the length of a branch or the height of a leader, the final cut should be close to, but beyond (not violate) the branch bark ridge of the branch being cut to. The cut should approximately bisect the angle formed by the branch bark ridge and an imaginary line perpendicular to the trunk or branch cut.

During structural pruning the diameter of the branch, at its attachment, will be less than three-fourths the diameter of the parent branch or trunk. If larger, the branch's foliage should be reduced by 15% to 25%, particularly near its terminal. The parent branch will not be thinned as much in order to allow the parent branch to grow at a faster rate and reduce the weight of the lateral branch, slow its total growth, and develop a stronger branch attachment. If this does not appear appropriate, the branch should be shortened to a large lateral or be completely removed.

On large growing trees, branches that are more than one-third the diameter of the trunk at least 18 inches apart, on center, should have their mass reduced 15% to 25%, particularly near their terminals and/or be shortened. All pruning cuts should be clean and smooth with the bark at the edge of the cut firmly attached to the wood.

All end cuts on main branches will be cut on an angle of no less than 60 degrees so as not to restrict their natural flow of nutrients within the cambium layer.

All removals will include complete stump grinding except where noted otherwise.

TYPES OF PRUNING - MATURE TREES

Crown Cleaning: The removal of dead, dying, diseased, crowded, weakly attached, and low-vigor branches and watersprouts from a tree crown. Crown Thinning: Includes crown cleaning and the selective removal of branches to increase light penetration and air movement into the crown. Thinning of foliage to reduce the wind-sail effect of the crown and the weight of heavy limbs.

Thinning the crown to emphasize the structural beauty of trunk and specific branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, seldom should more than one-third of the live foliage be removed. At least one-half of the foliage should be on branches that arise in the lower two-thirds of the trees. When thinning laterals from a limb, the lateral branches will be left in the same distribution of foliage along the branch.

An effect known as "lion's-tailing" which results from pruning out the inside lateral branches is not allowed.

Crown Reduction: To reduce the height and/or spread of a tree. Thinning cuts are most

effective in maintaining the structural integrity and natural form of a tree and in delaying the time when it will need to be pruned again. The lateral to which a branch or trunk is cut should be at least one-half the diameter of the cut being made.

Crown Restoration: To improve the structure and appearance of trees that have topped or severely pruned using heading cuts. One to three sprouts on main branch stubs will be selected to reform a more natural appearing crown. A vigorous selected sprout may be thinned to a lateral, headed, to control length growth in order to ensure adequate attachment for the size of the sprout.

Crown Raising: The removal of lower branches of a tree in order to provide clearance for buildings, a clearance of 13 feet -16 feet for vehicular traffic, 11 feet for pedestrian traffic. The tree will have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure.

View Restoration Trim: The removal of specified branches of a tree in order to provide/restore unobstructed views hindered by CRIA-owned trees.

Clearance Trim: The removal of specified branches of a tree in order to provide adequate clearance for buildings, to the property line, or to a specified point.

Minimum Trim: The removal of sucker and waterspout growth and the elevation of tree limbs to CRIA Code heights.

Removals: Trees that are to be removed will be designated by CRIA only. Trees removed will be cut flush to finish grade or lower. Care will be taken to protect surrounding landscape plants that will be remaining at the completion of the project. Each will be marked at breast height with orange paint. All tree removals will include complete stump grinding except when determined unnecessary by CRIA.

COMPETING PLANT MATERIALS

Competing plant material or plant material clinging to the trunk such as ivy, volunteer trees, or woody shrubs, will be removed to provide a clear area of at least 18 feet, but not more than 24 inches around the trunk of the tree and the root crown.

CLIMBING TECHNIQUES

Climbing and pruning practices should not injure the tree except for the pruning cuts.

Climbing spurs will not be used when pruning a tree, unless the branches are more than throw-line distance apart. In such cases, the spurs should be removed once the climber is tied in.

Spurs may be used to reach an injured climber and when removing tree.

Rope injury to thin-barked trees from loading out heavy limbs should be avoided by installing a block in the tree to carry the load.

REMOVAL OF BRUSH AND DEBRIS

At the close of each day's operation, the Contractor will be required to keep all street, parkway, sidewalk, and yard areas of all property free of debris. Additionally, Contractor will be required to dump all ground wood chips at a site within CRIA limits to be determined by CRIA. Material that is not ground up (stumps, etc.) must be disposed of at Contractor's expense.

ANNUAL SERVICES MEETING

A mandatory meeting will be held with the Contractor each year prior to commencement of grid pruning to coordinate the annual work program.

RECORDKEEPING

Contractor will be responsible for managing a CRIA tree maintenance database, which will be shared with CRIA staff.

EXHIBIT B
RATE SCHEDULE

<u>Service Description</u>	<u>Unit Price</u>
Prune various tree species	\$550.00
Install 24-inch box replacement trees	\$345.00
Tree removal and stump grinding based on diameter at breast height:	
1 – 6 inches	\$120.00
7 – 12 inches	\$375.00
13 – 18 inches	\$495.00
19 – 24 inches	\$850.00
25 or more inches	\$1,125.00
Stump grinding only – per inch	\$14.00
Emergency crew hourly rate (per man hour)	\$129.00

Service Request Tree Pruning: Trees requiring pruning prior to their next regularly scheduled prune will be performed at the following rates based on tree size.

0 – 6" DBH PER TREE \$89.00
7-12" DBH PER TREE \$150.00
13-18" DBH PER TREE \$250.00
19-24" DBH PER TREE \$395.00
25" DBH & OVER PER TREE \$550.00

Pruning for Crown Reduction or Crown Restoration: Crown Reduction is used to reduce the height and/or spread of a tree. Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree or shrub. This type of pruning is done to minimize the risk of failure, to reduce height or spread, for utility line clearance, to clear vegetation from buildings or other structures, or to improve the appearance of the tree.

Pruning for Crown Restoration: Crown Restoration is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating circumstances. The goal of restoration is to improve a tree structure, form, or appearance.

0 – 6" DBH PER TREE \$89.00
7-12" DBH PER TREE \$195.00
13-18" DBH PER TREE \$345.00
19-24" DBH PER TREE \$495.00
25" DBH & OVER PER TREE \$695.00

PALM TREE SKINNING Per Linear Foot \$20.00

TREE ONLY REMOVAL Per diameter inch \$35.00

Caliper of trees to be measured at 4 feet above soil level. County prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to WCA. WCA prepares internal work order. Crew removes tree and hauls all debris.

TREE PLANTING BASED ON SIZE

Planting includes the tree, stakes, ties and complete installation. Planting lists should be compiled by the Inspector and submitted monthly or as needed. WCA will guarantee the life of the tree for a period of THIRTY (30) calendar days, excluding vandalism and extreme weather conditions. After THIRTY (30) days, the tree will be the responsibility of CRIA and/or resident.

36-INCH BOX Each \$1,200.00
48-INCH BOX Each \$2,600.00

TREE WATERING SERVICES per man hour \$94.00

A standard tree planting crew consists of 1 person with water truck. Cost of water not included. Price includes traffic control.

EMERGENCY RESPONSE SERVICES per man hour \$115.00

(Monday through Friday, 7:00am to 5:00pm; if our crew is not performing scheduled work in CRIA)

Price includes personnel required for the response and standard equipment such as an aerial tower, chipper dump truck, a Vermeer chipper, small hand tools, and chainsaws. Cost also includes traffic control, cleanup, hauling away debris, and recording the work history. Insurance, fuel, wages, and disposal fees are included as well. Price based on paying the State Prevailing Wage for Tree Maintenance Laborer and providing certified payroll to CRIA and the State DIR.

EMERGENCY RESPONSE SERVICES per man hour \$129.00

(Evenings 5:01pm to 6:59am, Weekends & Holidays)

Price includes personnel required for the response and standard equipment such as an aerial tower, chipper dump truck, a Vermeer chipper, small hand tools, and chainsaws. Cost also includes traffic control, cleanup, hauling away debris, and recording the work history. Insurance, fuel, wages, and disposal fees are included as well. Price based on paying the State Prevailing Wage for Tree Maintenance Laborer and providing certified payroll to CRIA and the State DIR.

WCA is available for emergency calls on a 24-hour basis. WCA has a toll-free emergency telephone number to call in the event of an emergency. Customers can call 866-LIMB-DOWN (866-546-2369) and one of our Area Managers will respond to the call. Should an emergency call-out occur during evening hours, weekends and/or holidays, we can respond and begin work on-site within 90 minutes from the time notification was given. Our emergency response team will do what is necessary to leave the tree site safe until the following workday. No minimum call-out required.

SPECIALTY EQUIPMENT RENTAL per hour \$175.00

WCA can dispatch a variety of specialty equipment including 100-foot crane, 95-foot aerial tower, and/or roll-off trucks with loaders. These pieces of equipment include one operator.

ARBORIST SERVICES INCLUDING REPORT WRITING

(3-hour minimum)

On occasion, CRIA may require tree evaluations including written reports. WCA shall provide an hourly rate for an Arborist that can respond to CRIA's request(s) for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and/or site inspections. Reporting can be generated on one tree or many trees and is handled on a case-by-case basis.

Written Arborist Reports, per hour \$160.00

Level 1 or 2 Risk Assessments, per hour \$195.00

Level 3 Risk Assessment, by proposal

Presentation to CRIA Board, etc., per hour \$160.00

Laboratory testing (i.e., soil, limb, etc.) each cost + 15%

GPS TREE DATA COLLECTION (Optional)

Collect and record GPS tree inventory data for each CRIA-owned tree. WCA agrees to provide use of our software program (ArborAccess) at no additional cost, while under an agreement for tree maintenance services.

Collect 1 – 5,000 trees, per tree site \$5.00

Collect over 5,000 trees, per tree site \$4.00

PLANT HEALTH CARE SERVICES

Tree Canopy Spraying from ground level, per diameter inch \$6.00

Tree Canopy Spraying from aerial tower, per diameter inch \$6.00

Description: Foliar hydraulic spraying of recommended material.

Insecticide or Fungicide Trunk Banding, per diameter inch \$6.00

Description: Trunk spray of recommended material.

PGR Trunk Banding, per diameter inch \$6.00

Description: Trunk spray of recommended material to regulate plant growth.

Insecticide or PGR Soil Application (Cambistat), per diameter inch \$6.00

Description: Recommended insecticide soil injection or drench material to regulate plant growth.

Insecticide or Fungicide Soil Application, per diameter inch \$6.00

Description: Soil applied drench of recommended material.

Soil Injection Fertilization, per diameter inch \$6.00

Description: Soil applied injection of recommended material.

Soil Drenching Fertilization, per diameter inch \$6.00

Description: Soil application of recommended material.

Trunk Injection (Insecticide/Miticide), per diameter inch \$6.00

Description: Trunk injected recommended material.

Trunk Injection (Fungicide), per diameter inch \$6.00

Description: Trunk injected recommended material.

Trunk Injection (Insecticide & Fungicide Combo), per diameter inch \$8.00

Description: Combination of one time trunk injection of two recommended materials.

Avermectin Class Insecticide Injection, per diameter inch \$6.00

Description: Recommended trunk injection of Emamectin benzoate active ingredient.

COOPERATIVE PURCHASE

It is intended that any other public agency (e.g., city, county district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. CRIA shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of CRIA, and prior to commencement of the Services, 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 CRIA.

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 \$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. 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 \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Contractor 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 Contractor 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. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

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

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

Duration of coverage. 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 Services hereunder by Contractor, his agents, representatives, employees or subcontractors.

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

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

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

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CRIA, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow 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 CRIA, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

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

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

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

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

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that 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 contractors, 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 Contractors, subcontractors, and others engaged in the project will be submitted to CRIA for review.

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

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

Timely notice of claims. Contractor shall give CRIA 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.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY


ITEM NO. 6.2



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman Benavidez and Members of the Board

FROM: Joshua Nelson, Executive Director 

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

DATE: July 13, 2022

SUBJECT: Consideration of authorization to advertise for public bids for Miscellaneous Site and Drainage Improvements at the Avalon Building for an estimated cost of \$239,000.00 (Agreement No. EXPO-2134/MP 01-34#43)

Background:

Staff has prepared plans and specifications for drainage improvements around the Avalon Building to reduce the potential of roof runoff from collecting adjacent to the building and causing flooding. The plans also include the replacement of wooden posts in the Avalon Stable area that have begun to deteriorate.

Discussion:

The scope of work includes the construction of an underground drainage system to collect roof runoff from existing down spouts and direct it to the existing storm drain system. The work also includes grading the area behind the building to direct runoff away from the building to an existing inlet and replacing existing wooden posts in the Avalon Stable area that have deteriorated at their base. New concrete footings will be constructed to raise the bottom of the posts off the ground and be reconnected to the structure. The engineer's estimate for the project is \$239,000.00.

Fiscal Impact:

The estimated cost for this project is \$239,000.00.

Recommendation:

It is hereby recommended that the Board 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:as

EXHIBIT A

Notice Inviting Bids

[Attached]

NOTICE INVITING BIDS FOR:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
PROJECT NO. MP 01-34 #43

MISCELLANEOUS SITE AND DRAINAGE IMPROVEMENTS AT AVALON BUILDING

CONTRACT NO. EXPO-2134

The **CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY**, hereinafter referred to as the **CRIA**, will receive bids for the construction of the above project until **10:00 A.M.** on **July 19, 2022**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <https://www.planetbids.com/portal/portal.cfm?CompanyID=29042>.

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

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

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

The **CRIA** reserves the right to award the contract to the contractor with another license class if the **CRIA** 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 CRIA.

The Scope of Work is as follows: Perform minor site grading in existing dry basin, remove and construct Portland cement concrete sidewalk, install four-inch diameter PVC pipes and downspout adapters, sump boxes to connect to existing grated inlets. Remove and dispose of structural wooden post supports from portions of the roof system for existing horse stables. Construct new concrete reinforced pedestals under the new post supports. Construct concrete v-gutter, rolled curbs, and concrete grated inlet with PVC connector pipe to existing concrete inlet.

Two pre-bid meetings will be conducted by the CRIA Engineer at the job site on **Tuesday, June 28, 2022**, and **Wednesday, June 29, 2022 at 10:00 A.M.** All bidders are required to attend; it is mandatory to attend one of the pre-bid meetings. Attendees will meet at the Industry Hills Expo Center located at 16200 Temple Avenue. Please check in with the on-site guard for entrance to meet at the adjacent parking lot. Please be advised that the job walk will involve driving your vehicle along access roads that are unpaved and sometimes have uneven surface.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **June 30, 2022 by 5:00 P.M.**

**CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
PROJECT NO. MP 01-34 #43**

MISCELLANEOUS SITE AND DRAINAGE IMPROVEMENTS AT AVALON BUILDING

CONTRACT NO. EXPO-2134

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 **CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY**.

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 **CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY** dated **July 13, 2022**.

Joshua Nelson, Executive Director

EXHIBIT B

Engineer's Estimate

[Attached]

ESTIMATE FOR:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

PROJECT NO. MP 01-34 #43

**MISCELLANEOUS SITE AND DRAINAGE IMPROVEMENTS AT AVALON
BUILDING**

CONTRACT NO. EXPO-2134

ENGINEER'S ESTIMATE
\$239,000.00

EXHIBIT C

Section A – Pages A-1 through A-8

[Attached]

SECTION A

**CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
PROJECT NO. MP 01-34 #43**

MISCELLANEOUS SITE AND DRAINAGE IMPROVEMENTS AT AVALON BUILDING

CONTRACT NO. EXPO-2134

The **CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY**, hereinafter referred to as the **CRIA**, will receive bids for the construction of the above project until **10:00 A.M.** on **July 12, 2022**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <https://www.planetbids.com/portal/portal.cfm?CompanyID=29042>.

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

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

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

The **CRIA** reserves the right to award the contract to the contractor with another license class if the **CRIA** 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 CRIA.

The Scope of Work is as follows: Perform minor site grading in existing dry basin, remove and construct Portland cement concrete sidewalk, install four-inch diameter PVC pipes and downspout adapters, sump boxes to connect to existing grated inlets. Remove and dispose of structural wooden post supports from portions of the roof system for existing horse stables. Construct new concrete reinforced pedestals under the new post supports. Construct concrete v-gutter, rolled curbs, and concrete grated inlet with PVC connector pipe to existing concrete inlet.

Two pre-bid meetings will be conducted by the CRIA Engineer at the job site on **Tuesday, June 21, 2022**, and **Wednesday, June 29, 2022** at **10:00 A.M.** All bidders are required to attend; it is mandatory to attend one of the pre-bid meetings. Attendees will meet at the Industry Hills Expo Center located at 16200 Temple Avenue. Please check in with the on-site guard for entrance to meet at the adjacent parking lot. Please be advised that the job walk will involve driving your vehicle along access roads that are unpaved and sometimes have uneven surface.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **June 30, 2022** by **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 **CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY**. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the CRIA. 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: EXPO-2134 - MISCELLANEOUS SITE AND DRAINAGE IMPROVEMENTS AT AVALON BUILDING, 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 CRIA and will be given a deadline to submit.

The CRIA may, upon refusal or failure of a successful responsible bidder to accept the contract, award it to the next lowest bidder. If the CRIA awards the contract to the second lowest bidder, the amount of the lowest bidder's bid guarantee shall be applied by the CRIA 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 CRIA, 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 CRIA.

Contractor shall provide the following types and amounts of insurance:

Without limiting Contractor's indemnification of CRIA, 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 CRIA.

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 CRIA, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the CRIA, 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 CRIA 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 CRIA, its officials, officers, agents, and employees, shall be included as insureds under the policy.

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

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

A Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2)

coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. Such insurance shall be on a form acceptable to the CRIA to ensure adequacy of terms and sublimits and shall be submitted to the CRIA prior to commencement of construction.

Other provisions or requirements:

Proof of Insurance. Contractor shall provide certificates of insurance to the CRIA 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 CRIA's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with the CRIA at all times during the term of this contract. The CRIA 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 CRIA 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 CRIA shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the CRIA before the CRIA's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance 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 CRIA's risk manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CRIA, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow 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 CRIA, 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 CRIA to inform Contractor of non-compliance with any requirement imposes no additional obligations on the CRIA nor does it waive any rights hereunder.

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

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

Additional Insured Status. General liability policies shall provide or be endorsed to provide that CRIA and its officers, officials, employees, 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 CRIA 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 CRIA for review.

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

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

Timely Notice of Claims. Contractor shall give CRIA 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 CRIA.

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 **CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY** dated **July 13, 2022**.

Joshua Nelson, Executive Director

EXHIBIT D

Reduced Set of Project Plans

[Attached]

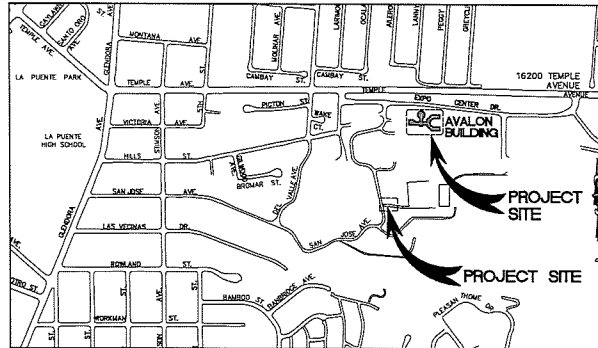
CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY IMPROVEMENT PROJECT NO. MP 01-34#43

INDUSTRY HILLS EXPO CENTER AVALON BUILDING SITE DRAINAGE AND STRUCTURE IMPROVEMENTS CONTRACT NO. EXPO-2134

GENERAL NOTES:

- UNLESS OTHERWISE NOTED, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2001 EDITION WITH ALL CURRENT SUPPLEMENTS, PUBLISHED BY BUILDING NEWS INC., LOCATED AT 900 PARK CENTER DRIVE, SUITE E, VISTA, CA 92081 AND APPROPRIATE STANDARD DRAWINGS.
- 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.
- 48-HOURS PRIOR TO ANY STREET WORK, THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT AT 811 AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- 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.
- 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.
- 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.
- 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. DAVE ARMENTA FRONTIER CALIFORNIA, INC.	(909) 469-8352
MR. OSCAR MADRICAL SO. CALIFORNIA GAS COMPANY	(926) 855-9961
MR. ANDREW LOPEZ SO. CALIFORNIA EDISON COMPANY	(909) 592-3781
MR. KEITH ROMAN LA PUENTE VALLEY COUNTY WATER DISTRICT	(926) 330-2126
MR. IRVAN SALAZAR EXPO CENTER MAINTENANCE	(926) 336-6771
MR. DEV BRILA INDUSTRY PUBLIC UTILITIES (ELECTRICAL FACILITIES)	(926) 333-0336
MR. BERT SPIVY SQUARE FOOT FOR IRRIGATION AND LANDSCAPING	(926) 833-0905
- 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.



VICINITY MAP
NOT TO SCALE
THOMAS GUIDE 638-A7

INDEX OF DRAWINGS

SHEET NO.	DWG. NAME	DESCRIPTION
1 OF 5	TL-01	TITLE SHEET, VICINITY MAP, GENERAL NOTES, CONSTRUCTION NOTES, INDEX OF DRAWINGS, NOTICE TO CONTRACTOR AND LEGEND
2 OF 5	CP-01	AVALON BUILDING - GRADING & DRAINAGE PLAN
3 OF 5	DTL-01	SECTIONS AND DETAILS
4 OF 5	CP-02	PAVILLION WEST ACCESS ROAD - GRADING & DRAINAGE PLAN
5 OF 5	DTL-02	SECTIONS AND DETAILS

LEGEND AND ABBREVIATIONS:

<p>AC ASPHALT CONCRETE AB AGGREGATE BASE BTM BOTTOM OF BASIN C CENTER LINE C&G CURB AND CUTTER C&B CRUSHED AGGREGATE BASE CF CURB FACE CIP CAST-IN-PLACE CLR CLEAR CMP CORRUGATED METAL PIPE CONC CONCRETE D.O.D. DOWN DRAIN (EXISTING) DIA. DIAMETER EXIST. EXISTING FO FINISHED GRADE F.F. FINISHED FLOOR FL FLOW LINE FS FINISHED SURFACE GB GRADE BREAK GI GRATED INLET</p>	<p>HP HIGH POINT INV INVERT ELEVATION LA LANDSCAPE AREA (EXISTING) LP LOW POINT D. MAXIMUM MIN. MINIMUM M&T. NATURAL N.T.S. NOT TO SCALE PCC PORTLAND CEMENT CONCRETE PVC POLYVINYL CHLORIDE PIPE R RADIUS RL RISE LINE S/W SIDEWALK SD STORM DRAIN STD STANDARD SPMPC STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION TC TOP OF CURB TT TOP OF GRATE TYP TYPICAL</p>
---	--

	PROPOSED PEA GRAVEL	— 503.80 —	PROPOSED CONTOUR ELEVATION
	PROPOSED CONCRETE	— 503.80 —	EXISTING CONTOUR ELEVATION
	PROPOSED RIVER ROCK	— — —	LIMITS OF LANDSCAPE REMOVAL
	EXIST. CURB & GUTTER	— — —	LIMITS OF GRADING
		⊙	EXIST. DRAIN MAINHOLE
		◇	PROTECT-IN-PLACE

CONSTRUCTION NOTES:

- SAW CUT AND REMOVE CONCRETE SIDEWALK, INCLUDING BASE MATERIAL.
- SAW CUT AND REMOVE PVC ROLLED CURB AND CUTTER, INCLUDING BASE MATERIAL.
- CUT AND REMOVE TOP PORTION 33" SQUARE CONCRETE DROP INLET PER DETAIL 1, INCLUDING METAL GRATE.
- REMOVE EXISTING LANDSCAPING. NEW LANDSCAPING AND MODIFICATION OF EXISTING IRRIGATION AND RESTORATION BY OTHERS.
- REMOVE, SALVAGE, AND RESET BRICK PAVERS TO NEW GRADE OVER COMPACTED SUB-GRADE.
- WOOLLY 1/2" CMP FLARED END INLET PER DETAIL NO. 2 ON SHEET 3.
- GRADE EARTHEN SWALE PER SECTIONS A-A AND B-B ON SHEET 3.
- CONSTRUCT GROUDED SWALE PER DETAIL 3 ON SHEET 3.
- CLEAN AND PREPARE ENTIRE WOOD POST SURFACE FOR APPLICATION OF WOOD FILLER IN CRACKS, INCLUDE PAINTING WHITE TO MATCH EXISTING.
- CONSTRUCT JUNCTION STRUCTURE - PIPE TO PIPE INLET PER APWA STD. PLAN 333-2, CASE 1.
- CONSTRUCT 4" THICK PCC SIDEWALK PER CITY OF INDUSTRY STANDARD PLAN NO. 115, TYPICAL SECTION. LIGHT PEBBLE STONE TEXTURED SURFACE, AND COLOR TO MATCH EXISTING.
- INSTALL 3" x 4" WHITE FLEX-DRAIN DOWNSPOUT ELBOW ADAPTER TO 4" DIAMETER DRAIN PIPE PER DETAIL 4 ON SHEET 3.
- INSTALL NOS 12"x12" SQUARE ATRIUM GRATE, PART NO. 1280 OVER 12"x12" SUMP BOX, PART NO. 1225 OR APPROVED EQUALS.
- INSTALL 4" DIA. PVC PIPE.
- REMOVE ENTIRE 6" x 8" WOOD POST FROM FOOTING TO ROOF SUPPORT, INCLUDING FOOTING PER DETAIL 5, SHEET 3.
- INSTALL NEW 6" x 8" WOOD POST AND REINFORCED CONCRETE PEDESTAL PER DETAILS 6 & 7, SHEET 3.
- REMOVE DAMAGED WOODEN ROSE BOARD AND RECOUNT WITH NEW 4" x 12" OLD GROWTH REDWOOD LUMBER. LUMBER TO BE PRIMED AND PAINTED PER SPECIFICATIONS AND WRITE TO MATCH EXISTING.
- INSTALL 2" THICK LAYER 3/8" PEA GRAVEL OVER 3 OZ./SQ. YD. LANDSCAPE FABRIC.
- CONSTRUCT 5" THICK PCC SWALE PER DETAIL 8 ON SHEET 5.
- CONSTRUCT CLIP INLET PER CALTRANS STD. D728, TYPE C1 ON SHEET 4.
- CONSTRUCT 12" DIA. PVC PIPE, INCLUDING PIPE BEDDING PER CITY OF INDUSTRY STD. PLAN 210, CASE A&B.
- UNCLASSIFIED EXCAVATION AND EXPORT.
- CONSTRUCT STREET PAVEMENT PER SECTION C-C ON SHEET 5. 4" THICK ASPHALT CONCRETE OVER 3" CLASS II AGGREGATE BASE, T3-E. TWO SACK SLURRY BACKFILL MIX AROUND INLET STRUCTURE.
- CONSTRUCT ROLLED CURB TRANSITION, INCLUDING BASE MATERIAL PER INSET DETAIL NO. 9 ON SHEET 5.
- PROTECT-IN-PLACE.

NOTICE TO CONTRACTOR

APPROVAL OF THIS PLAN BY THE ENGINEER AND CRA 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.

NO.	DATE	REVISIONS	OK BY



CITY OF INDUSTRY

INCORPORATED JUNE 18, 1957
P.O. Box 3366, City of Industry, California 91744
Administrative Offices: 16265 Mayor Dave Way
(626) 333-2211



Prepared by:

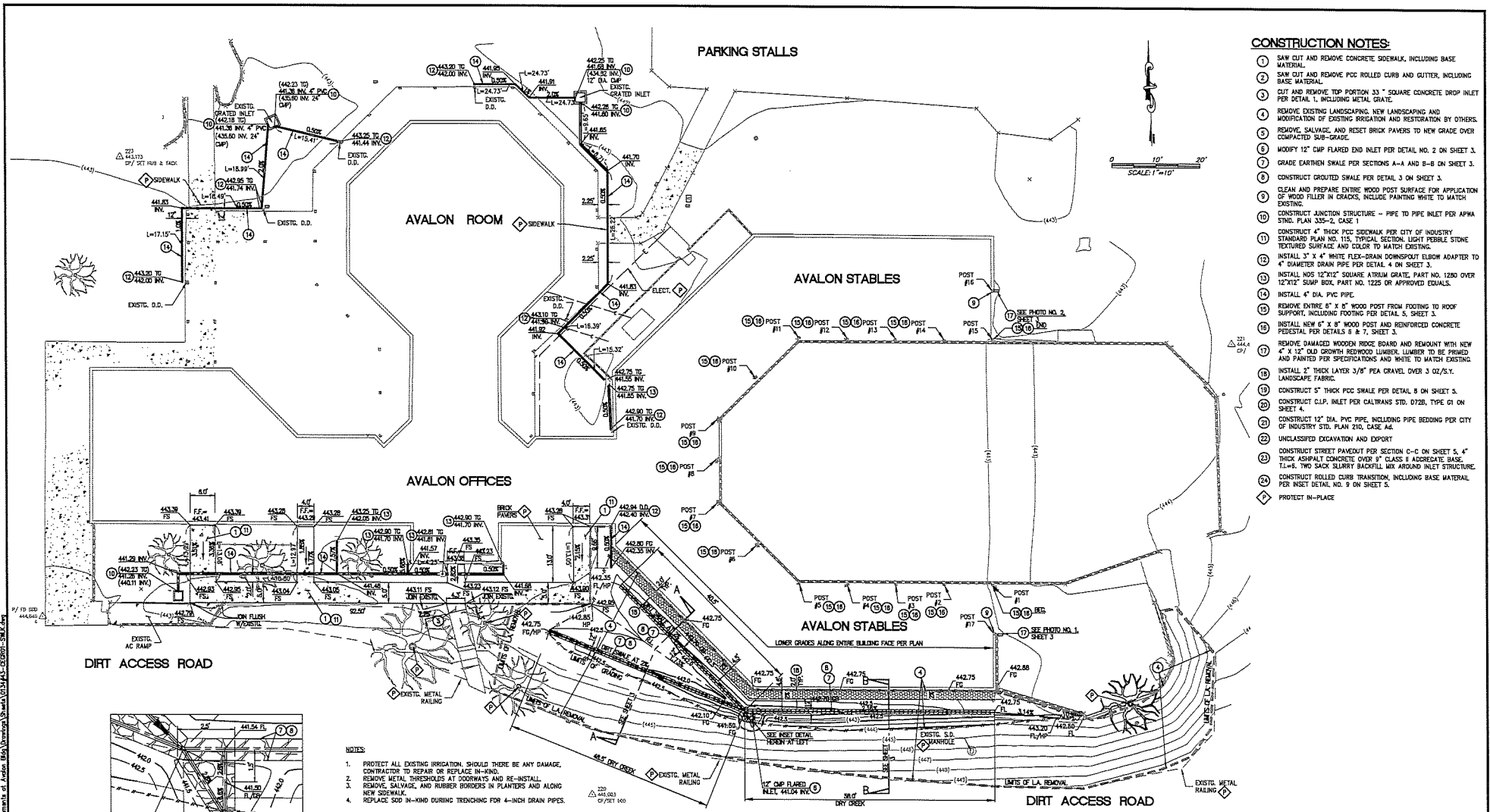
ACNC
ENGINEERING

255 N. Hacienda Blvd | Ste 222
City of Industry | CA 91744
P | 626.333.2206
www.acnc-eng.com

JOHN KAO, P.E. RLE: 076215 DATE

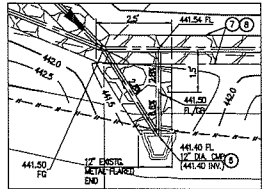
CIVIC-RECREATION-INDUSTRIAL AUTHORITY			
APPROVED BY:	DATE:	DATE:	DATE:
CLARENCE R. CHANILL, P.E., REG. 27943	DRUPIT OJA DEWET	JEROME L. NELSON, P.E., REG. 0889	EXECUTIVE DIRECTOR
INDUSTRY HILL EXPO CENTER			
AVALON BUILDING SITE DRAINAGE AND STRUCTURE IMPROVEMENTS			
DESIGNED BY: J.K.	CHECKED BY: J.C.	JOB NO. MP 01-34#43	SHEET 1 OF 5
DRAWN BY: J.K.	DATE: MAY 20, 22	DRAWING NO. TL-01	

BENCHMARK
B.M. T-81 ELEV. 462.784
(NGVD 29 DATUM)
CITY OF INDUSTRY B.M. - BRASS CAP ON N. CORNER OF SERVICE TOWER OF TEMPLE AVE. (4.6). RETURN TO LANNY AVE. ± 5 FT. E. OF B.C.R.



- CONSTRUCTION NOTES:**
1. SAW CUT AND REMOVE CONCRETE SIDEWALK, INCLUDING BASE MATERIAL.
 2. SAW CUT AND REMOVE PCC ROLLED CURB AND GUTTER, INCLUDING BASE MATERIAL.
 3. CUT AND REMOVE TOP PORTION 33" SQUARE CONCRETE DROP INLET PER DETAIL 1, INCLUDING METAL GRATE.
 4. REMOVE EXISTING LANDSCAPING, NEW LANDSCAPING AND MODIFICATION OF EXISTING IRRIGATION AND RESTORATION BY OTHERS.
 5. REMOVE, SALVAGE, AND RESET BRICK PAVERS TO NEW GRADE OVER COMPACTED SUB-GRADE.
 6. WOODY 12" CHIP FLARED END INLET PER DETAIL NO. 2 ON SHEET 3.
 7. GRADE EARTHEN SWALE PER SECTIONS A-A AND B-B ON SHEET 3.
 8. CONSTRUCT GROUTED SWALE PER DETAIL 3 ON SHEET 3.
 9. CLEAN AND PREPARE ENTIRE WOOD POST SURFACE FOR APPLICATION OF WOOD FILLER IN CRACKS, INCLUDE PAINTING WHITE TO MATCH EXISTING.
 10. CONSTRUCT JUNCTION STRUCTURE - PIPE TO PIPE INLET PER APWA STD. PLAN 335-2, CASE 1.
 11. CONSTRUCT 4" THICK PCC SIDEWALK PER CITY OF INDUSTRY STANDARD PLAN NO. 115, TYPICAL SECTION, LIGHT PEBBLE STONE TEXTURED SURFACE AND COLOR TO MATCH EXISTING.
 12. INSTALL 3" X 4" WHITE FLEX-BRAND DOWNSPOUT ELBOW ADAPTER TO 4" DIAMETER DRAIN PIPE PER DETAIL 4 ON SHEET 3.
 13. INSTALL NOS 12"x12" SQUARE ATRUM GRATE, PART NO. 1280 OVER 12"x12" SUMP BOX, PART NO. 1225 OR APPROVED EQUALS.
 14. INSTALL 4" DIA. PVC PIPE.
 15. REMOVE ENTIRE 6" X 8" WOOD POST FROM FOOTING TO ROOF SUPPORT, INCLUDING FOOTING PER DETAIL 5, SHEET 3.
 16. INSTALL NEW 6" X 8" WOOD POST AND REINFORCED CONCRETE FOOTING PER DETAILS 6 & 7, SHEET 3.
 17. REMOVE DAMAGED WOODEN RIDGE BOARD AND REMOUNT WITH NEW 4" X 12" OLD GROWTH REDWOOD LUMBER TO BE PRIMED AND PAINTED PER SPECIFICATIONS AND WHITE TO MATCH EXISTING LANDSCAPE FABRIC.
 18. INSTALL 2" THICK LAYER 3/8" PEA GRAVEL OVER 3 OZ/SY. LANDSCAPE FABRIC.
 19. CONSTRUCT 5" THICK PCC SIALE PER DETAIL 8 ON SHEET 3.
 20. CONSTRUCT C.I.P. INLET PER CALTRANS STD. DT226, TYPE C1 ON SHEET 4.
 21. CONSTRUCT 12" DIA. PVC PIPE, INCLUDING PIPE BEDDING PER CITY OF INDUSTRY STD. PLAN NO. CASE A4.
 22. UNCLASSIFIED EXCAVATION AND EXPORT.
 23. CONSTRUCT STREET PAVEMENT PER SECTION C-C ON SHEET 5, 4" THICK ASPHALT CONCRETE OVER 9" CLASS II AGGREGATE BASE, TL=8, TWO SACK SLURRY BACKFILL MIX APPROX INLET STRUCTURE.
 24. CONSTRUCT ROLLED CURB TRANSITION, INCLUDING BASE MATERIAL PER INSET DETAIL NO. 9 ON SHEET 5.
- ◇ PROTECT IN-PLACE

- NOTES:**
1. PROTECT ALL EXISTING IRRIGATION. SHOULD THERE BE ANY DAMAGE, CONTRACTOR TO REPAIR OR REPLACE IN-KIND.
 2. REMOVE METAL THRESHOLDS AT DOORWAYS AND RE-INSTALL.
 3. REMOVE, SALVAGE, AND RUBBER BORDERS IN PLANTERS AND ALONG NEW SIDEWALK.
 4. REPLACE SOD IN-KIND DURING TRENCHING FOR 4-INCH DRAIN PIPES.



BENCHMARK
B.M. T-61 ELEV. 402.794
(NGVD 29 DATUM)
CITY OF INDUSTRY BM - BRASS CAP ON N. CB OF SERVICE ROAD OF TEMPLE AVE. B.C.E. RETURN AT LANNY AVE. ± 5FT E. OF B.C.R.

NO.	DATE	REVISIONS	DC BY



CITY OF INDUSTRY
INCORPORATED JUNE 18, 1957
P.O. Box 3368, City of Industry, California 91744
Administrative Offices: 15025 Mayor Dave Way
(909) 253-2211



ACNC ENGINEERING
255 N. Hacienda Blvd | Ste 222
City of Industry, CA 91744
P 1 626.333.0258
www.acnc-eng.com

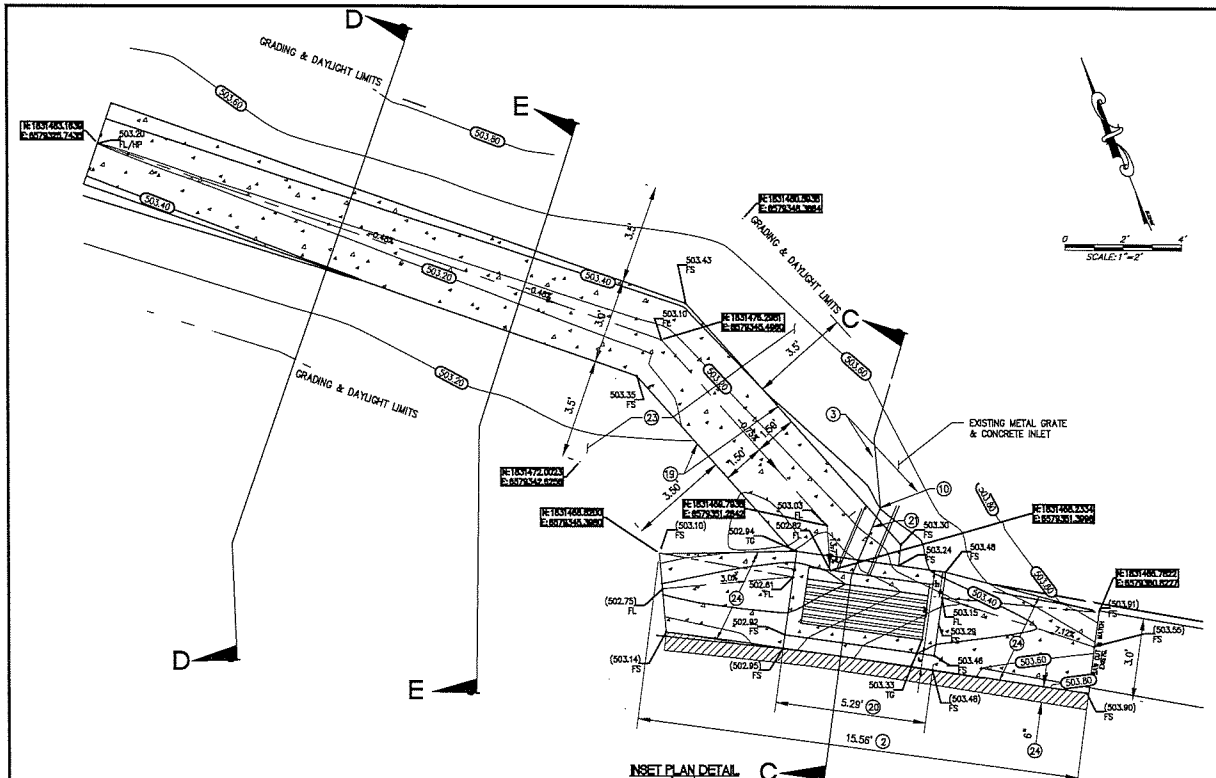
Prepared by: **JOHN KAO, P.E.** R.C.E. 07/2015 DATE

CIVIC-RECREATION-INDUSTRIAL AUTHORITY

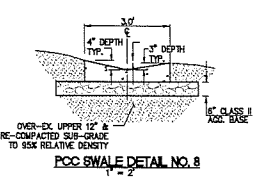
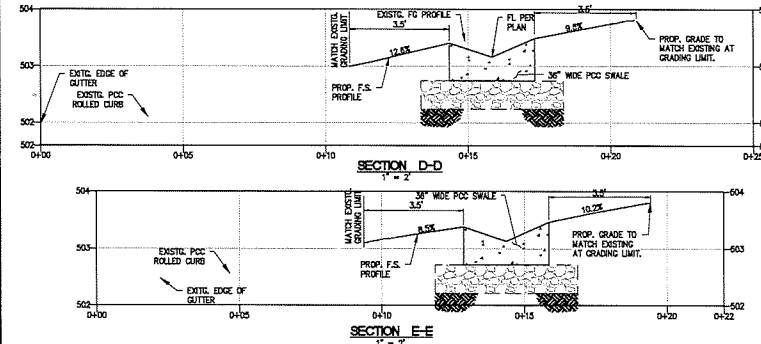
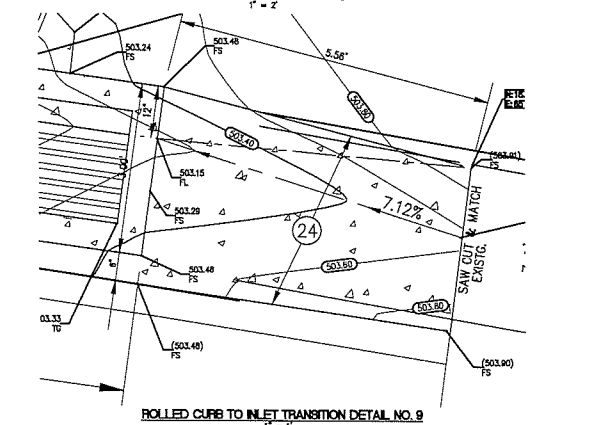
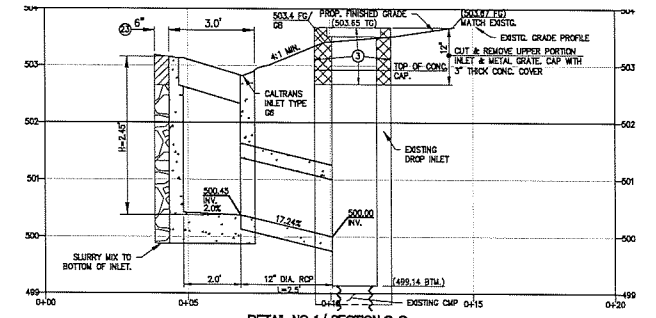
APPROVED BY: _____ DATE: _____
 CLYDE A. CALVANO, P.E. REG. 27743 DEPUTY CIVIL ENGINEER

INDUSTRY HILL EXPO CENTER
AVALON BUILDING SITE DRAINAGE AND STRUCTURE IMPROVEMENTS

DESIGNED BY: **J.K.** CHECKED BY: **J.C.** JOB NO. **MP 01-34443**
 DRAWN BY: **J.K.** DATE: **MAY 20, 22** DRAWING NO. **GP-01** SHEET **2** OF **5**



- CONSTRUCTION NOTES:**
- SAW CUT AND REMOVE CONCRETE SIDEWALK, INCLUDING BASE MATERIAL.
 - SAW CUT AND REMOVE PCC ROLLED CURB AND GUTTER, INCLUDING BASE MATERIAL.
 - CUT AND REMOVE TOP PORTION 33" SQUARE CONCRETE DROP INLET PER DETAIL 1, INCLUDING METAL GRATE.
 - INSTALL 2" THICK LAYER 3/4" PEA GRAVEL OVER 3 OZ./S.Y. LANDSCAPE FABRIC.
 - CONSTRUCT 5" THICK PCC SWALE PER DETAIL B ON SHEET 5.
 - CONSTRUCT C.L.P. INLET PER CALTRANS STD. D728, TYPE G1 ON SHEET 4.
 - CONSTRUCT 12" DIA. PVC PIPE, INCLUDING PIPE BEDDING PER CITY OF INDUSTRY STD. PLAN 210, CASE A6.
 - UNCLASSIFIED EXCAVATION AND EXPORT
 - CONSTRUCT STREET PAVEDUT PER SECTION C-C ON SHEET 5, 4" THICK ASPHALT CONCRETE OVER 9" CLASS II AGGREGATE BASE, 11.4% TWO SACK SLURRY BACKFILL MIX AROUND INLET STRUCTURE.
 - CONSTRUCT ROLLED CURB TRANSITION, INCLUDING BASE MATERIAL PER INSET DETAIL NO. 9 ON SHEET 5.
 - PROTECT IN-PLACE



BENCHMARK
 B.M. T-61 ELEV. 402.794
 (NGVD 29 DATUM)

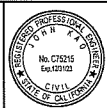
CITY OF INDUSTRY BM - BRASS CAP ON N. CO. OF SERVICE ROAD OF TEMPLE AVE. 0.4E. RETURN AT LANNY AVE. ± 5FT E. OF B.C.R.

NO.	DATE	REVISIONS	OK BY



CITY OF INDUSTRY

INCORPORATED JUNE 18, 1957
 P.O. Box 3358, City of Industry, California 91744
 Administrative Offices: 15026 Mayer Dove Way
 (626) 333-2211



Prepared by:
ACNC
 ENGINEERING

255 N. Highlands Blvd | Ste. 222
 City of Industry CA 91744
 P | 626.333.2208
 www.acnc-eng.com

CIVIC-RECREATION-INDUSTRIAL AUTHORITY

APPROVED BY: _____ DEPUTY CHIEF ENGINEER

ELDMOND N. GARCIA, PE, REG. 27743

INDUSTRY HILL EXPO CENTER

AVALON BUILDING SITE DRAINAGE AND STRUCTURE IMPROVEMENTS ALONG WEST ACCESS ROAD

DESIGNED BY: J.K. | CHECKED BY: J.C. | JOB NO. MP 01-34#43
 DRAFTED BY: J.K. | DATE: MAY 20, 22 | DRAWING NO. DR-02 | SHEET 5 OF 5

6/13/2022 2:41 PM

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.3



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman and Board Members

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

DATE: July 13, 2022

SUBJECT: Civic-Recreational-Industrial Authority April 30, 2022 Financial Report

Executive Summary:

Expo Center operations had previously been limited due to the pandemic, but is now in the process of reopening. Management has started to book and hold events with the goal to return operations to pre-pandemic levels.

Expo Center:

For the month ended April 30, 2022, the Expo Center generated revenues of \$98,981 and incurred expenses of \$126,549.

For the year to date ended April 30, 2022, the Expo Center generated revenues of \$199,735 and incurred expenses amounted to \$1,230,658, which represents approximately 83.0% of the budgeted annual expenses of \$1,479,000. Transfers received by the Expo Center amounted to \$937,500 for the year to date period ended April 30, 2022.

The expenses are in line with the budgeted amounts for the year ended June 30, 2022.

Capital Projects Fund:

Total budgeted expenditures for the year ended June 30, 2022 amount to \$1,177,900 which the Fund has incurred \$134,853 of expenditures during the month of April 2022 and \$1,079,652 or 92% of year to date expenditures. Year to date transfers from the City of Industry amounted to \$1,207,818, of which \$2,214,752 was transferred to the Expo Center.

Description of Reports:

The monthly financial statements, as shown in Exhibit A, are a comprehensive document reflecting the financial position and the result of operations of the Authority at April 30, 2022.

Fiscal Impact:

There is no fiscal impact as result of this action.

Recommendation:

Receive and file.

EXHIBIT A

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

April 30, 2022

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

April 30, 2022
TABLE OF CONTENTS

	<u>Pages</u>
Executive Summary	1 – 3
Balance Sheet as of April 30, 2022	4
Statement of Operations for the month and year to date ended April 30, 2022	5
Statement of Cash Flows – Industry Hills Expo Center for the ten months ended April 30, 2022	6
Schedule of Revenues and Expenses – Industry Hills Expo Center for the months and years to date ended April 30, 2022 and 2021 - Schedule 1	7 – 8
Schedule of Revenues and Expenditures – Capital Projects Fund for the month and year to date ended April 30, 2022 - Schedule 2	9

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

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
APRIL 30, 2022

Expo Center Operations

During the month ended April 30, 2022, no events were held in the Avalon Room and four events were held in the Pavilion with contracts totaling \$28,499.

In the Grand Arena we held six events with the contract totaling \$70,285. These events were Universal Television, Tjarks Agility, Conejo Kennel, Gateway Cities, and PICO.

At April 30, 2022 and 2021, our financial statements reflect the following activity:

<u>Expo Center Operations</u>	Month Ended 4/30/2022	Year To Date 4/30/2022	Annual Budget 2021-2022	% of Annual Budget	Month Ended 04/30/2021	Year To Date 04/30/2021
Total revenues	\$ 98,981	\$ 199,735	\$ 8,500	2350%	\$ 4,491	\$ 18,100
Expenses:						
Direct Expo Center expenses	40,957	356,001	437,100	81%	52,199	336,719
General and administrative expenses	85,592	874,657	1,041,900	84%	88,037	837,529
Total direct Expo Center expenses	126,549	1,230,658	1,479,000	83%	140,236	1,174,248
Net loss from operations	(27,568)	(1,030,923)	(1,470,500)	70%	(135,745)	(1,156,148)
Net loss	\$ (27,568)	\$ (1,030,923)	\$ (1,470,500)	70%	\$ (135,745)	\$ (1,156,148)

Summarized financial information by department for the month ending April 30, 2022 and 2021:

<u>Expo Center Operations</u>	Month Ended 4/30/2022	Month Ended 4/30/2022	Month Ended 4/30/2022	Month Ended 4/30/2022	Month Ended 4/30/2022
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 28,499	\$ 70,285	\$ 197	\$ 98,981
Expenses:					
Direct Expo Center expenses	-	23,816	17,141	-	40,957
General and administrative expenses	-	-	-	85,592	85,592
Total direct Expo Center expenses	-	23,816	17,141	85,592	126,549
Net (loss) income from operations	-	4,683	53,144	(85,395)	(27,568)
Net (loss) income for the month ended	\$ -	\$ 4,683	\$ 53,144	\$ (85,395)	\$ (27,568)

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

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
APRIL 30, 2022

Summarized financial information by department for the year to date period ending April 30, 2022 and 2021:

	Year To Date 4/30/2022	Year To Date 4/30/2022	Year To Date 4/30/2022	Year To Date 4/30/2022	Year To Date 4/30/2022
<u>Expo Center Operations</u>	<u>Speedway</u>	<u>Facilities</u>	<u>Grand Arena</u>	<u>General and Admin.</u>	<u>Totals</u>
Total revenues	\$ -	\$ 30,414	\$ 168,247	\$ 1,074	\$ 199,735
Expenses:					
Direct Expo Center expenses	(275)	180,557	175,719	-	356,001
General and administrative expenses	-	-	-	874,657	874,657
Total direct Expo Center expenses	(275)	180,557	175,719	874,657	1,230,658
Net (loss) income from operations	275	(150,143)	(7,472)	(873,583)	(1,030,923)
Net (loss) income year to date	\$ 275	\$ (150,143)	\$ (7,472)	\$ (873,583)	\$ (1,030,923)
	Year To Date 4/30/2021	Year To Date 4/30/2021	Year To Date 4/30/2021	Year To Date 4/30/2021	Year To Date 4/30/2021
<u>Expo Center Operations</u>	<u>Speedway</u>	<u>Facilities</u>	<u>Grand Arena</u>	<u>General and Admin.</u>	<u>Totals</u>
Total revenues	\$ -	\$ 975	\$ 12,140	\$ 4,985	\$ 18,100
Expenses:					
Direct Expo Center expenses	76	181,333	155,310	-	336,719
General and administrative expenses	-	-	-	837,529	837,529
Total direct Expo Center expenses	76	181,333	155,310	837,529	1,174,248
Net (loss) income from operations	(76)	(180,358)	(143,170)	(832,544)	(1,156,148)
Net loss year to date	\$ (76)	\$ (180,358)	\$ (143,170)	\$ (832,544)	\$ (1,156,148)

CRIA Capital Assets

In accordance with GASB 34, the Civic-Recreational-Industrial-Authority (referred to as "CRIA") is required to capitalize and depreciate their capital assets. The capital assets net of accumulated depreciation at April 30, 2022 amounted to \$5,115,834. This amount represents the cost of capital assets purchased or constructed over the years at the Industry Hills Expo Center and surrounding areas. No depreciation expense has been recorded in the statement of operations for the period ended April 30, 2022. It is the accounting policy of CRIA to record annual depreciation expense subsequent to the completion of the June 30, 2022 annual audit.

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
 FINANCIAL STATEMENTS
APRIL 30, 2022

Capital Projects Operations

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

At April 30, 2022, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>4/30/2022</u>	<u>Year To Date</u> <u>4/30/2022</u>	<u>Annual Budget</u> <u>2021-2022</u>	<u>% of Annual</u> <u>Budget</u>
Total revenues	\$ 66	\$ 165	\$ 1,000	17%
Expenditures				
General and administrative expenses	134,853	1,079,652	1,177,900	92%
Total expenses	<u>134,853</u>	<u>1,079,652</u>	<u>1,177,900</u>	92%
Excess of expenditures over revenues	<u>\$ (134,787)</u>	<u>\$ (1,079,487)</u>	<u>\$ (1,176,900)</u>	92%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET
AS OF APRIL 30, 2022

	<u>Capital Projects</u>	<u>Expo Center</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 157,360	\$ 106,941
Investments	83,829	-
Accounts receivable, net	-	22,822
Prepaid insurance	-	10,867
Prepaid expenses	-	47,093
Inventories	-	41,514
Deposits	-	3,000
Total current assets	<u>241,189</u>	<u>232,237</u>
CAPITAL ASSETS, net	<u>-</u>	<u>5,115,834</u>
Total assets	<u>\$ 241,189</u>	<u>\$ 5,348,071</u>
LIABILITIES AND FUND BALANCE		
CURRENT LIABILITIES:		
Accounts payable	\$ -	\$ 49,122
Sales tax payable	-	1,512
Advance rental payments	-	87,006
Security deposits	-	41,750
Total current liabilities	<u>-</u>	<u>179,390</u>
FUND BALANCE:		
Fund balance	<u>241,189</u>	<u>5,168,681</u>
Total liabilities and fund balance	<u>\$ 241,189</u>	<u>\$ 5,348,071</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

STATEMENT OF OPERATIONS
FOR THE MONTH AND YEAR TO DATE ENDED APRIL 30, 2022

	CAPITAL PROJECTS				EXPO CENTER			
	MONTH ENDED 4/30/2022	YEAR TO DATE 4/30/2022	2021-2022 ANNUAL BUDGET	% OF ANNUAL BUDGET	MONTH ENDED 4/30/2022	YEAR TO DATE 4/30/2022	2021-2022 ANNUAL BUDGET	% OF ANNUAL BUDGET
REVENUES:								
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ 98,981	\$ 199,735	\$ 8,500	2350%
Other revenues	66	165	1,000	17%	-	-	-	0%
Total revenues	<u>66</u>	<u>165</u>	<u>1,000</u>	17%	<u>98,981</u>	<u>199,735</u>	<u>8,500</u>	2350%
EXPENDITURES:								
Operating expenses	-	-	-		40,957	356,001	437,100	81%
General and administrative expenses	134,853	1,079,652	1,177,900	92%	85,592	874,657	1,041,900	84%
Total expenses	<u>134,853</u>	<u>1,079,652</u>	<u>1,177,900</u>	92%	<u>126,549</u>	<u>1,230,658</u>	<u>1,479,000</u>	83%
EXCESS OF EXPENDITURES OVER REVENUES	(134,787)	(1,079,487)	(1,176,900)	92%	(27,568)	(1,030,923)	(1,470,500)	70%
OTHER FINANCING SOURCES, NET	158,501	1,207,818	-	0%	50,000	937,500	-	0%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES/(EXCESS OF EXPENDITURES OVER REVENUE AND OTHER FINANCING SOURCES)	23,714	128,331	<u>\$ (1,176,900)</u>	-11%	22,432	(93,423)	<u>\$ (1,470,500)</u>	6%
Fund balance, beginning	217,475	112,858			5,146,249	5,262,104		
Fund balance, ending	<u>\$ 241,189</u>	<u>\$ 241,189</u>			<u>\$ 5,168,681</u>	<u>\$ 5,168,681</u>		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

INDUSTRY HILLS EXPO CENTER
 STATEMENT OF CASH FLOWS
FOR THE TEN MONTHS ENDED APRIL 30, 2022

	<u>AMOUNT</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (1,030,923)
Adjustments to reconcile net loss to net cash used in operating activities:	
Change in operating assets and liabilities:	
Accounts receivable, net	(22,897)
Due from other funds	92,000
Prepaid insurance	(2,191)
Prepaid expenses	(47,093)
Inventories	(18,186)
Accounts payable	(7,004)
Sales tax payable	1,512
Advance rental payments	32,778
Security deposits	16,100
Net cash used in operating activities	<u>(985,904)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Other financing sources	<u>937,500</u>
NET CHANGE IN CASH	(48,404)
Cash at July 1, 2021	<u>155,345</u>
Cash at April 30, 2022	<u>\$ <u>106,941</u></u>

**INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTHS AND YEARS TO DATE APRIL 30, 2022 AND 2021**

<u>Expo Center Operations</u>	MONTH ENDED 4/30/2022	YEAR TO DATE 4/30/2022	ANNUAL BUDGET 2021-2022	% OF ANNUAL BUDGET	MONTH ENDED 04/30/2021	YEAR TO DATE 04/30/2021
Revenues						
Facilities rentals	\$ 9,579	\$ 10,179	\$ -	0%	\$ -	\$ 975
Facilities rentals - bar sales	15,248	16,563	-	0%	-	-
Facilities - security	3,042	3,042	-	0%	-	-
Facilities - food	110	110	-	0%	-	-
Facilities - insurance	400	400	-	0%	-	-
Facilities - other	120	120	-	0%	-	-
Grand Arena - special events rentals	47,000	76,700	-	0%	-	-
Grand Arena - outdoor arena rentals	2,800	2,800	-	0%	-	-
Grand Arena - show barn stall rentals	3,525	18,595	8,000	232%	4,064	10,434
Grand Arena - shaving sales	504	3,013	500	603%	427	820
Grand Arena - security	-	-	-	0%	-	-
Grand Arena - trailer parking	2,770	4,640	-	0%	-	-
Grand Arena - bar sales	-	26,608	-	0%	-	886
Grand Arena - food	-	2,122	-	0%	-	-
Grand Arena - feed sales	-	-	-	0%	-	-
Grand Arena - parking	11,055	28,340	-	0%	-	-
Grand Arena - other	2,631	5,429	-	0%	-	-
Speedway - merchandise	-	-	-	0%	-	-
Speedway - bar	-	-	-	0%	-	-
Speedway - prize money	-	-	-	0%	-	-
Speedway - general admission	-	-	-	0%	-	-
Speedway - concessions	-	-	-	0%	-	-
Speedway - parking	-	-	-	0%	-	-
Speedway - other	-	-	-	0%	-	-
G&A- Other	197	1,074	-	0%	-	4,985
Total revenues	98,981	199,735	8,500	2350%	4,491	18,100
Expo expenses						
Cost of sales	3,199	14,590	12,000	122%	1,710	9,075
Bar supplies	402	1,260	-	0%	-	-
Promotional banquet	-	-	-	0%	-	-
Feed	-	-	-	0%	-	-
Contract labor/wages	30,849	307,894	366,700	84%	48,944	295,828
Furniture/fixtures & equipment	-	-	-	0%	-	-
Facilities - insurance	-	1,000	-	0%	-	400
Miscellaneous	-	2,044	2,000	102%	-	-
Promotional	-	-	-	0%	-	-
Property maintenance	880	6,484	12,000	54%	-	1,866
Repairs and maintenance	-	-	-	0%	-	-
Sales tax	-	243	-	0%	-	1
Security - Grand Arena	-	-	-	0%	-	-
Security - Facilities	1,931	1,931	-	0%	-	-
Security - Speedway	-	-	-	0%	-	-
Shavings	496	2,751	400	688%	89	1
Supplies	2,650	16,510	32,000	52%	1,456	23,132
Equipment rental	550	550	3,000	18%	-	1,337
Special event concessions	-	1,294	-	0%	-	-
Bad debt	-	(75)	9,000	-1%	-	5,004
Speedway- concessions	-	-	-	0%	-	-
Speedway- merchandise	-	-	-	0%	-	-
Speedway- insurance	-	-	-	0%	-	76
Speedway - prize money	-	(475)	-	0%	-	-
Speedway- outside services/contract labor	-	-	-	0%	-	-
Total Expo expenses	40,957	356,001	437,100	81%	52,199	336,720
Operating loss before direct						
G & A and CRIA indirect expenses	58,024	(156,266)	(428,600)	36%	(47,708)	(318,620)

**INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTHS AND YEARS TO DATE APRIL 30, 2022 AND 2021**

<u>Expo Center Operations</u>	<u>MONTH ENDED 4/30/2022</u>	<u>YEAR TO DATE 4/30/2022</u>	<u>ANNUAL BUDGET 2021-2022</u>	<u>% OF ANNUAL BUDGET</u>	<u>MONTH ENDED 04/30/2021</u>	<u>YEAR TO DATE 04/30/2021</u>
Direct general and administrative expenses						
Travel and meetings	-	-	-	0%	-	-
Dues, subscriptions, books, etc.	3,191	21,659	23,000	94%	1,586	13,455
Equipment rental/lease	750	8,860	14,000	63%	795	11,375
Employee training	-	-	-	0%	-	-
Furniture/fixtures & equipment	-	-	200	0%	-	146
Advertising/printing	-	-	3,000	0%	-	-
Telephone	1,164	11,876	16,000	74%	1,324	13,499
Postage	175	799	600	133%	94	170
Miscellaneous	1,336	8,853	700	1265%	304	5,546
Professional services	26,332	242,479	215,000	113%	16,413	171,424
Repairs and equipment	-	7,363	3,400	217%	-	583
Vehicle expenses	334	15,615	14,000	112%	-	7,256
Insurance and bonds	1,086	10,847	14,000	77%	1,084	9,778
Supplies	2,904	20,617	30,000	69%	1,189	20,891
Contract labor/administrative wages	31,245	324,876	407,000	80%	43,019	333,204
Property maintenance	13,900	136,885	200,000	68%	16,095	165,592
Utilities	3,175	63,928	101,000	63%	6,134	84,610
Total direct general and administrative expenses	<u>85,592</u>	<u>874,657</u>	<u>1,041,900</u>	84%	<u>88,037</u>	<u>837,529</u>
 EXCESS OF EXPENDITURES OVER REVENUES	 <u>\$ (27,568)</u>	 <u>\$ (1,030,923)</u>	 <u>\$ (1,470,500)</u>	 70%	 <u>\$ (135,745)</u>	 <u>\$ (1,156,149)</u>

CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR TO DATE APRIL 30, 2022

REVENUES:	MONTH ENDED 4/30/2022	YEAR TO DATE 4/30/2022	ANNUAL BUDGET 2021-2022	% OF ANNUAL BUDGET
Other revenues	\$ 66	\$ 165	\$ 1,000	17%
GENERAL AND ADMINISTRATIVE EXPENSES:				
Salaries - board	2,836	24,815	34,100	73%
Payroll taxes	-	13	-	0%
Medicare/disability	41	360	500	72%
PARS - ARS	107	931	1,300	72%
Legal	-	7,697	-	0%
Professional services	39,211	189,544	175,000	108%
Accounting	129	1,139	1,000	114%
Planning, Survey and Design	-	401	-	0%
Small equipment and supplies	-	983	-	0%
Vehicle expenses	931	4,172	3,000	139%
General engineering	6,560	73,571	60,000	123%
Printing/photography	-	-	1,000	0%
Security	42,323	386,082	455,000	85%
Property maintenance	42,715	336,470	404,000	83%
Insurance and bonds	-	41,884	26,000	161%
Office expenses	-	144	-	0%
Utilities	-	11,446	17,000	67%
Total general and administrative expenses	<u>134,853</u>	<u>1,079,652</u>	<u>1,177,900</u>	92%
EXCESS OF EXPENDITURES OVER REVENUES	<u>\$ (134,787)</u>	<u>\$ (1,079,487)</u>	<u>\$ (1,176,900)</u>	92%

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.4
Verbal Presentation – No Back-Up Material