

# CITY OF INDUSTRY

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CITY COUNCIL  
REGULAR MEETING AGENDA

OCTOBER 27, 2022

9:00 AM



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

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

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**Addressing the City Council:**

## **NOTICE OF TELEPHONIC MEETING:**

- **Pursuant to AB 361 (Government Code Section 54953(e)), this meeting will be held in person and telephonically. Members of the public can attend the hybrid meeting and offer public comments either in person or telephonically, by calling the following conference call number: 657-204-3264, then entering the following Conference ID: 826 104 232# Pursuant to the Governor's Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the City Council meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, October 25, 2022, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.**

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

## **Agendas and other writings:**

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

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

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the City Council request specific items be removed from the Consent Calendar for separate action.

5.1 Consideration of the Register of Demands for October 27, 2022

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

5.2 Consideration of the minutes of the July 28, 2022, regular meeting, August 12, 2022, special meeting, September 8, 2022, regular meeting, September 22, 2022, Special Meeting and the September 22, 2022 regular meeting

*RECOMMENDED ACTION: Approve as submitted.*

5.3 Consideration of Resolution CC 2022-45 approving a donation to the Pacific Crest Youth Arts Organization in the amount of \$5,000.00 for the Dr. Martin Rochford Memorial Scholarship

*RECOMMENDED ACTION: Adopt Resolution No. CC 2022-45*

5.4 Consideration of Resolution CC 2022-43 approving a donation to the Land of the Free Foundation in the amount of \$25,000.00 for the Veterans Day Golf Classic Fundraiser

*RECOMMENDED ACTION: Adopt Resolution No. CC 2022-43*

5.5 Consideration of Resolution CC 2022-47, approving a donation to Alma Family Services, in the amount of \$2,000.00 for Distribution of Turkeys during the Holiday Season

*RECOMMENDED ACTION: Adopt Resolution No. CC 2022-47*

- 5.6 Consideration of Resolution No. CC 2022-46 - a Resolution of the City Council of the City of Industry, California, Rescinding Resolution No. CC 2022-22 Approved on June 9, 2022, and Adopting a Revised Fiscal Year 2022-2023 Appropriations Limit

*RECOMMENDED ACTION:* *Adopt Resolution No. CC 2022-46*

- 5.7 Consideration of Amendment No. 2 to the License Agreement with Pacific Crest Youth Arts Organization, for Access to Assessor's Parcel Number 8264-004-908, located at 1123 South Hatcher Avenue

*RECOMMENDED ACTION:* *Approve the Amendment*

- 5.8 Consideration of Amendment No. 1 to the Professional Services Agreement with WKE, Inc., for structural engineering services on the Grand Avenue Bridge over San Jose Creek project, extending the term through June 30, 2024, revising the rate schedule, and increasing compensation by \$10,000.00

*RECOMMENDED ACTION:* *Approve the Amendment*

- 5.9 Consideration of authorization to advertise for public bids for Contract No. CITY-1442, Nelson Avenue Intersection Improvements at Puente Avenue and Sunset Avenue, for an estimated cost of \$5,400,000.00 (MP 12-16)

*RECOMMENDED ACTION:* *Approve the plans and specifications and authorize the solicitation of public bids.*

- 5.10 Consideration of Amendment No. 4 to the Professional Services Agreement with Stillwater Ecosystem, Watershed & Riverine Sciences for environmental consulting services at Follows Camp, extending the term through March 30, 2023

*RECOMMENDED ACTION:* *Approve the agreement.*

- 5.11 Consideration of a Professional Services Agreement with Sage Environmental, Inc., to provide CEQA Environmental Studies and Regulatory Permitting Services for the East-West Bicycle Path Project in an amount not-to-exceed \$80,000.00 through December 31, 2024 (CIP-STR-19-063)

*RECOMMENDED ACTION:* *Approve the agreement.*

- 5.12 Consideration of a Maintenance Services Agreement with Blake Air Conditioning & Service Co., Inc., for routine maintenance at various Citywide facilities, in an amount not-to-exceed \$156,992.00, through October 27, 2024

*RECOMMENDED ACTION: Approve the agreement.*

- 5.13 Consideration of a Maintenance Services Agreement with Chem Pro Laboratory, Inc., for routine maintenance in an amount not-to-exceed \$26,000.00 through October 27, 2024

*RECOMMENDED ACTION: Approve the agreement.*

- 5.14 Adoption of Ordinance No. 819 - an Ordinance of the City Council of the City of Industry, California, Amending Section 3.04.040 (Bidding procedures), 3.04.050 (Purchases on the open market), 3.04.055 (Professional services), and 3.04.9 Purchasing System), of Title 3 (Revenue and Finance) of the City of Industry Municipal Code, and Adopting a Notice of Exemption Regarding Same; and

Consideration of an Amended Procurement Policy

*RECOMMENDED ACTION: 1) Adopt Ordinance No. 819 2) Adopt Amended Procurement Policy, which will become effective upon the effective date of Ordinance No. 819.*

- 5.15 Consideration of the cancellation of the November 24, 2022, City Council Meeting, and the closure of City Hall from December 23, 2022, through January 2, 2023.

*RECOMMENDED ACTION: Cancelling the November 24, 2022, City Council Meeting, and the closure of City Hall from December 23, 2022, through January 2, 2023.*

## 6. **CLOSED SESSION**

- 6.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of litigation pursuant to Government Code Section 54956.9(d)(2):  
one potential case



7. **CITY MANAGER REPORTS**
8. **AB 1234 REPORTS**
9. **CITY COUNCIL COMMUNICATIONS**
10. Adjournment. The next regular City Council Meeting is Thursday, November 10, 2022, at 9:00 a.m.

*CITY COUNCIL*

ITEM NO. 5.1

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING OF OCTOBER 27, 2022**

**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,478,179.84
103	PROP A FUND	5,568.61
120	CAPITAL IMPROVEMENTS	729,151.27
TOTAL ALL FUNDS		3,212,899.72

**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BOFA - CKING ACCOUNT	1,000,000.00
PROP/A	PROP A - CKING ACCOUNT	5,568.61
REF	REFUSE - CKING ACCOUNT	83,975.24
WFBK	WELLS FARGO - CKING ACCOUNT	2,123,355.87
TOTAL ALL BANKS		3,212,899.72

**APPROVED PER CITY MANAGER**

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**CITY OF INDUSTRY  
BANK OF AMERICA  
October 27, 2022**

Check	Date	Payee Name	Check Amount
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**CITYGEN.CHK - City General**

24554	10/13/2022	CITY OF INDUSTRY	\$1,000,000.00
	Invoice	Description	Amount
	10/13/22	TRANSFER FUNDS-CITY REGISTER 10/13/22	\$1,000,000.00

Check	Status	Count	Transaction Amount
	Total	1	\$1,000,000.00

**CITY OF INDUSTRY**

**PROP A**

**October 27, 2022**

Check	Date		Payee Name	Check Amount
<b>PROPA.CHK - Prop A Checking</b>				
90434	10/27/2022		INDUSTRY SECURITY SERVICES	\$5,160.00
	Invoice	Date	Description	Amount
	14-26905	09/30/2022	SECURITY SVC-METROLINK	\$2,580.00
	14-26928	10/07/2022	SECURITY SVC-METROLINK	\$2,580.00
90435	10/27/2022		JANUS PEST MANAGEMENT	\$65.00
	Invoice	Date	Description	Amount
	252370	10/04/2022	PEST SVC-METROLINK	\$65.00
90436	10/27/2022		SO CAL INDUSTRIES	\$103.00
	Invoice	Date	Description	Amount
	592457	10/05/2022	RR RENTAL-METROLINK	\$103.00
90437	10/27/2022		VALLEY VISTA SERVICES, INC	\$240.61
	Invoice	Date	Description	Amount
	4977187	10/01/2022	DISP SVC-METROLINK	\$240.61

Checks	Status	Count	Transaction Amount
	Total	4	\$5,568.61

**CITY OF INDUSTRY  
WELLS FARGO REFUSE**

**October 27, 2022**

Check	Date	Payee Name	Check Amount
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**REFUSE - Refuse Account**

80197	10/11/2022	VALLEY VISTA SERVICES, INC	\$83,975.24	
	Invoice	Date	Description	Amount
	10/5/2022	10/05/2022	REFUND-DEPOSIT RECEIVED BY COI ON BEHALF OF	\$83,975.24

Check	Status	Count	Transaction Amount
	Total	1	\$83,975.24



**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 27, 2022**

Check	Date	Payee Name		Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
79166	10/11/2022	MICHAEL GREUBEL		\$230.55
	Invoice	Date	Description	Amount
	5/12-5/15/2022	10/11/2022	REIMBURSE FOR MILEAGE-CONTRACT CITIES	\$125.19
	9/30-10/2/2022	10/11/2022	REIMBURSE FOR MILEAGE/LUNCH-CONTRACT CITIES	\$105.36
79167	10/13/2022	DIRECTV - FOR BUSINESS		\$87.25
	Invoice	Date	Description	Amount
	034740128X221001	10/01/2022	RSN/TV ACCESS FEES	\$87.25
79168	10/13/2022	INDUSTRY PUBLIC UTILITIES		\$856.18
	Invoice	Date	Description	Amount
	2023-00000560	10/01/2022	07/18-09/16/22 SVC - VALLEY & 7TH (IRRI)	\$856.18
79169	10/13/2022	ROWLAND WATER DISTRICT		\$2,575.29
	Invoice	Date	Description	Amount
	2023-00000561	09/28/2022	08/07-09/07/22 SVC - AZUSA AVE - RC	\$122.19
	2023-00000562	09/28/2022	08/07-09/07/22 SVC - 755 NOGALES AT - RC	\$303.94
	2023-00000563	09/28/2022	08/07-09/07/22 SVC - 909 U NOGALES ST - IRR	\$946.29
	2023-00000564	09/28/2022	08/07-09/07/22 SVC - 1100 S AZUSA AVE	\$180.81
	2023-00000565	09/28/2022	08/07-09/07/22 SVC - 1123 HATCHER ST STE D	\$96.66
	2023-00000566	09/28/2022	08/07-09/07/22 SVC - 1135 HATCHER AVE	\$47.13
	2023-00000567	09/28/2022	08/07-09/07/22 SVC - 1015 NOGALES ST - PUMP	\$315.38
	2023-00000568	09/28/2022	08/07-09/07/22 SVC - 1023 NOGALES ST - IRR	\$439.56
	2023-00000585	09/28/2022	08/07-09/07/22 SVC - 1123 HATCHER ST STE C	\$123.33
79170	10/13/2022	SAN GABRIEL VALLEY WATER CO.		\$11,041.79

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 27, 2022**

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

Invoice	Date	Description	Amount
2023-00000569	09/26/2022	08/23-09/22/22 SVC - CROSSROADS PKY S	\$1,629.14
2023-00000570	09/26/2022	08/23-09/22/22 SVC - STA 103-80 CROSSROADS PKY S	\$245.32
2023-00000571	09/26/2022	08/23-09/22/22 SVC - CROSSROADS PKY S	\$1,714.39
2023-00000572	09/26/2022	08/23-09/22/22 SVC - CROSSROADS PKY N	\$1,283.65
2023-00000573	09/26/2022	08/23-09/22/22 SVC - STA 129-00 CROSSROADS PKY N	\$1,564.45
2023-00000574	09/26/2022	08/23-09/22/22 SVC - STA 111-50 CROSSROADS PKY N	\$433.76
2023-00000575	09/26/2022	08/23-09/22/22 SVC - PELLISSIER	\$449.09
2023-00000576	09/26/2022	08/23-09/22/22 SVC - PELLISSIER	\$1,380.49
2023-00000577	09/26/2022	08/23-09/22/22 SVC - PECK/UNION PACIFIC B	\$220.27
2023-00000578	09/26/2022	08/23-09/22/22 SVC - S/E COR OF PELLISSIER	\$1,472.10
2023-00000579	09/26/2022	08/23-09/22/22 SVC - PELLISSIER	\$649.13
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<b>79171</b>	10/13/2022	<b>SOCALGAS</b>	<b>\$70.70</b>
Invoice	Date	Description	Amount
2023-00000586	09/26/2022	08/23-09/22/22 SVC - 15415 DON JULIAN RD	\$70.70
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<b>79172</b>	10/13/2022	<b>SOUTHERN CALIFORNIA EDISON</b>	<b>\$10,280.49</b>
Invoice	Date	Description	Amount
2023-00000582	09/27/2022	08/26-09/26/22 SVC - 15660 STAFFORD ST	\$6,245.23
2023-00000583	09/27/2022	08/26-09/26/22 SVC - 205 N HUDSON AVE	\$679.00
2023-00000584	09/30/2022	08/16-09/14/22 SVC - VARIOUS SITES	\$3,356.26
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<b>79173</b>	10/13/2022	<b>SOUTHERN CALIFORNIA EDISON</b>	<b>\$11.07</b>
Invoice	Date	Description	Amount
2023-00000581	09/27/2022	08/26-09/26/22 SVC - 15530 STAFFORD ST	\$11.07

**CITY OF INDUSTRY  
WELLS FARGO BANK**

**October 27, 2022**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
79174	10/13/2022		T-MOBILE	\$117.00
	Invoice	Date	Description	Amount
	2023-00000580	10/06/2022	09/01-09/30/22 SVC - YAL GYM & TONNER CYN HOT	\$117.00
79175	10/13/2022		TPX COMMUNICATIONS	\$2,416.62
	Invoice	Date	Description	Amount
	162074380-0	09/30/2022	TEL/INTERNET-HOMESTEAD	\$2,416.62
79176	10/13/2022		TPX COMMUNICATIONS	\$4,045.58
	Invoice	Date	Description	Amount
	162134418-0	09/30/2022	INTERNET SVC-CITY HALL/METRO SOLAR	\$4,045.58
79177	10/13/2022		CITY OF INDUSTRY - PETTY CASH	\$1,117.20
	Invoice	Date	Description	Amount
	7/14-10/13/22	10/13/2022	REIMBURSE PETTY CASH FOR PERIOD 7/14-10/13/22	\$1,117.20
79178	10/19/2022		FRONTIER	\$1,020.15
	Invoice	Date	Description	Amount
	2023-00000606	10/01/2022	10/01-10/31/22 SVC - VARIOUS SITES	\$1,020.15
79179	10/19/2022		PURCHASE POWER	\$200.00
	Invoice	Date	Description	Amount
	10/5/2022	10/05/2022	POSTAGE REFILL ON 9/21/22	\$200.00
79180	10/19/2022		QUADIENT FINANCE USA, INC.	\$500.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 27, 2022**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	10/3/2022	10/03/2022	POSTAGE REFILL-FINANCE DEPT	\$500.00
<b>79181</b>	10/19/2022		<b>ROWLAND WATER DISTRICT</b>	<b>\$2,655.93</b>
	Invoice	Date	Description	Amount
	2023-00000607	09/28/2022	08/01-09/07/22 SVC - AZUSA AVE	\$147.02
	2023-00000608	09/28/2022	08/01-09/07/22 SVC - AZUSA AVE - CENTER	\$123.33
	2023-00000609	09/28/2022	08/01-09/07/22 SVC - 930 S AZUSA AVE	\$567.67
	2023-00000610	09/28/2022	08/01-09/07/22 SVC - 17401 E VALLEY BLVD	\$936.41
	2023-00000611	09/28/2022	08/01-09/07/22 SVC - 18044 ROWLAND ST	\$367.17
	2023-00000612	09/28/2022	08/01-09/07/22 SVC - HURLEY ST & VALLEY BLVD	\$514.33
<b>79182</b>	10/19/2022		<b>SOCALGAS</b>	<b>\$240.80</b>
	Invoice	Date	Description	Amount
	2023-00000613	10/03/2022	08/30-09/29/22 SVC - 710 NOGALES ST	\$16.94
	2023-00000614	10/07/2022	09/06-10/05/22 SVC - 15718 RAUSCH RD REAR (BACK)	\$45.72
	2023-00000615	10/07/2022	09/06-10/05/22 SVC - 15633 RAUSCH RD	\$43.63
	2023-00000616	10/07/2022	09/06-10/05/22 SVC - 15651 MAYOR DAVE WAY	\$75.04
	2023-00000617	10/07/2022	09/06-10/05/22 SVC - 15625 MAYOR DAVE WAY APT A	\$18.49
	2023-00000618	10/07/2022	09/06-10/05/22 SVC - 15625 MAYOR DAVE WAY APT B	\$14.30
	2023-00000619	10/03/2022	08/30-09/29/22 SVC - 1015 NOGALES ST STE 101	\$26.68
<b>79183</b>	10/19/2022		<b>SOUTHERN CALIFORNIA EDISON</b>	<b>\$73,946.96</b>
	Invoice	Date	Description	Amount
	2023-00000620	10/03/2022	09/01-09/30/22 SVC - VARIOUS SITES	\$8,851.64
	2023-00000621	10/07/2022	09/06-10/04/22 SVC - 1135 HATCHER AVE	\$516.61
	2023-00000622	10/07/2022	08/01-09/30/22 SVC - 600 BREA CYN RD & UNIT A	\$163.70
	2023-00000623	10/05/2022	09/06-10/04/22 SVC - 1123 HATCHER AVE STE A	\$472.71

**CITY OF INDUSTRY  
WELLS FARGO BANK**

**October 27, 2022**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2023-00000624	10/03/2022	09/01-09/30/22 SVC - VARIOUS SITES	\$8,523.39
	2023-00000625	10/03/2022	09/01-10/02/22 SVC - 15625 MAYOR DAVE WAY	\$12,923.65
	2023-00000626	10/03/2022	09/01-09/30/22 SVC - 600 BREA CYN RD	\$363.10
	2023-00000627	10/03/2022	09/01-09/30/22 SVC - 133 N AZUSA AVE	\$126.98
	2023-00000628	10/03/2022	09/01-09/30/22 SVC - 1 VALLEY/AZUSA OL1	\$24.15
	2023-00000629	10/03/2022	09/01-09/30/22 SVC - VARIOUS	\$41,640.27
	2023-00000630	10/03/2022	09/01-09/30/22 SVC - VARIOUS	\$182.77
	2023-00000631	10/03/2022	09/01-09/30/22 SVC - NOGALES ST/SAN JOSE	\$157.99
<b>79184</b>	10/19/2022		<b>SUBURBAN WATER SYSTEMS</b>	<b>\$364.22</b>
	Invoice	Date	Description	Amount
	180061603623	10/03/2022	09/01-10/03/22 SVC - NE CNR VALLEY/STIMS	\$364.22
<b>79185</b>	10/19/2022		<b>THREE VALLEYS MUNICIPAL WATER</b>	<b>\$2,085.44</b>
	Invoice	Date	Description	Amount
	06199	09/30/2022	09/01-09/30/22 SVC - TONNER CYN	\$2,085.44
<b>79186</b>	10/27/2022		<b>ABC PERFORMANCE SUPPLEMENTS</b>	<b>\$6,073.32</b>
	Invoice	Date	Description	Amount
	10/4/2022	10/04/2022	COVID-19 REIMBURSEMENT-OUTDOOR ASSISTANCE	\$6,073.32
<b>79187</b>	10/27/2022		<b>ACORN TECHNOLOGY SERVICES</b>	<b>\$17,850.00</b>
	Invoice	Date	Description	Amount
	96195	10/01/2022	NETWORK MAINT-OCT 2022	\$17,850.00
<b>79188</b>	10/27/2022		<b>AIM SERVICES</b>	<b>\$1,719.20</b>

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 27, 2022**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	22-1758	07/26/2022	ELEVATOR RECALL SYSTEM-CITY HALL	\$1,719.20
<b>79189</b>	<b>10/27/2022</b>		<b>AMAZON WEB SERVICES, INC</b>	<b>\$6,611.25</b>
	Invoice	Date	Description	Amount
	1145187245	10/02/2022	AWS SVC-SEP 2022	\$6,611.25
<b>79190</b>	<b>10/27/2022</b>		<b>ANDRUES/PODBERESKY, APLC</b>	<b>\$3,071.00</b>
	Invoice	Date	Description	Amount
	03100	10/02/2022	LEGAL SVC-SEP 2022	\$3,071.00
<b>79191</b>	<b>10/27/2022</b>		<b>ANNEALTA GROUP</b>	<b>\$141,997.50</b>
	Invoice	Date	Description	Amount
	2567	10/11/2022	15940-16012 AMAR RD	\$1,887.50
	2562	10/10/2022	STORMWATER COMPLIANCE-SEP 2022	\$41,532.50
	2563	10/10/2022	GENERAL DEV SVC-SEP 2022	\$32,655.00
	2564	10/10/2022	GENERAL PLANNING SVC-SEP 2022	\$49,506.25
	2565	10/10/2022	15010 & 15100 NELSON AVE	\$285.00
	2566	10/10/2022	15010 DON JULIAN RD	\$3,605.00
	2568	10/10/2022	1600 AZUSA RD, STE 285/287	\$170.00
	2569	10/10/2022	16010 & 16020 PHOENIX	\$4,390.00
	2571	10/10/2022	17411 COLIMA RD	\$236.25
	2572	10/10/2022	20701 E CURRIER RD	\$440.00
	2573	10/10/2022	2500 PELLISIER PLACE	\$6,090.00
	2574	10/10/2022	3951 CAPITOL AVE	\$140.00
	2575	10/10/2022	3951 CAPITOL AVE	\$70.00



**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 27, 2022**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2576	10/10/2022	530 N BALDWIN PARK BLVD	\$990.00
79192	10/27/2022		ARAMARK REFRESHMENT	\$130.02
	Invoice	Date	Description	Amount
	12800448	10/13/2022	COFFEE SVC & SUPPLIES	\$130.02
79193	10/27/2022		AUTISM INTERACTION SOLUTIONS	\$2,000.00
	Invoice	Date	Description	Amount
	22-09-01	09/30/2022	TRAINING PRESENTATION ON AUTISM	\$2,000.00
79194	10/27/2022		B2 PRINT, LLC	\$323.17
	Invoice	Date	Description	Amount
	0011737	10/13/2022	SA MAILING LABELS	\$323.17
79195	10/27/2022		BEAR ELECTRICAL SOLUTIONS, INC	\$67,159.11
	Invoice	Date	Description	Amount
	#5CITY-1465	10/01/2022	CITYWIDE STREETLIGHT LED UPGRADES	\$70,693.80
79196	10/27/2022		BENJAMIN A ROMERO II	\$20,979.98
	Invoice	Date	Description	Amount
	15625064	10/05/2022	CLEAN AND STORE BANNERS	\$712.95
	15625073	10/05/2022	LABOR SUPPORT TO PLUMBERS-VALLEY BLVD	\$765.18
	15625075	10/12/2022	ROUTINE MAINT-VALLEY BLVD AND HURLEY ST	\$693.60
	15625059	07/19/2022	INSTALL SECURITY DOORS/CLEANUP-1123 HATCHER	\$5,071.00
	15625055	07/16/2022	REPAIRS AT MECHANICAL ROOM-YAL	\$3,924.92
	15625069	10/05/2022	CLEANUP OF UNIT B-HATCHER	\$9,812.33

**CITY OF INDUSTRY  
WELLS FARGO BANK  
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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
79197	10/27/2022		BIGGS CARDOSA ASSOCIATES, INC.	\$12,897.50
	Invoice	Date	Description	Amount
	84915	10/01/2022	NELSON AVE BRIDGE	\$12,897.50
79198	10/27/2022		BING HYUN	\$91.22
	Invoice	Date	Description	Amount
	9/14/2022	10/01/2022	REIMBURSE FOR LUNCH MEETING	\$91.22
79199	10/27/2022		BLAKE AIR CONDITIONING COMPANY	\$2,409.05
	Invoice	Date	Description	Amount
	62803	09/29/2022	A/C REPAIR-YAL/POST OFFICE	\$990.05
	M56024	09/15/2022	QTRLY MAINT-CITY HALL	\$1,419.00
79200	10/27/2022		CDW GOVERNMENT LLC	\$27,839.82
	Invoice	Date	Description	Amount
	DG00950	10/05/2022	VNWARE SPHERE ENTERPRISE LICENSE ON CITY	\$20,911.56
	DG37348	10/05/2022	VMWARE SPHERE ENTERPRISE LICESNSE FOR	\$6,928.26
79201	10/27/2022		CINTAS CORPORATION LOC 693	\$77.19
	Invoice	Date	Description	Amount
	4133807096	10/10/2022	DOOR MATS	\$77.19
79202	10/27/2022		CITY OF INDUSTRY-PAYROLL ACCT	\$140,000.00
	Invoice	Date	Description	Amount
	PR P/E 9/30/22	10/12/2022	REPLENISH PAYROLL FOR P/E 9/30/22	\$140,000.00
79203	10/27/2022		CLARENCE THRALL	\$14,580.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
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Check	Date	Payee Name	Check Amount
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**CITY.WF.CHK - City General Wells Fargo**

Invoice	Date	Description	Amount
147	09/30/2022	MAINT SVC-OCT 2022	\$14,580.00

79204	10/27/2022	CNC ENGINEERING		\$172,428.75
Invoice	Date	Description	Amount	
506340	10/13/2022	DESIGN-BUILD FOR SOLAR CARPORT CANOPY	\$1,100.00	
506341	10/13/2022	CITYWIDE SIGNAGE UPDATE	\$3,240.00	
506342	10/13/2022	SITE PLAN FOR COUNTY SHERIFF TRAILER	\$5,760.00	
506343	10/13/2022	EL ENCANTO IMPROVEMENTS	\$430.00	
506344	10/13/2022	KELLA AVE STORM DRAIN	\$4,392.50	
506345	10/13/2022	FULLERTON RD PCC	\$4,165.00	
506346	10/13/2022	GALE AVE REALIGNMENT	\$560.00	
506347	10/13/2022	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$13,757.50	
506350	10/13/2022	GENERAL ENG SVC 9/26-10/9/22	\$4,547.50	
506351	10/13/2022	GENERAL ENG SVC-COUNTER SERVICE	\$2,340.00	
506352	10/13/2022	GENERAL ENG SVC-TRAFFIC	\$3,932.50	
506353	10/13/2022	GENERAL ENG SVC-PLAN APPROVAL	\$10,555.00	
506354	10/13/2022	GENERAL ENG SVC-PERMITS	\$26,390.00	
506355	10/13/2022	ARENTH AVE STREET IMPROVEMENT	\$8,490.00	
506356	10/13/2022	GENERAL ENG SVC 9/26-10/9/22	\$57,232.50	
506357	10/13/2022	NPDES STORM WATER	\$1,155.00	
506358	10/13/2022	TONNER CYN PROPERTY	\$530.00	
506359	10/13/2022	STREET LIGHT OPERATIONS & MAINT	\$360.00	
506360	10/13/2022	CHINO RANCH #1 DAM RENOVATION	\$2,075.00	
506361	10/13/2022	SALT LAKE AVE IMPROVEMENTS	\$1,180.00	
506362	10/13/2022	INDUSTRY BUSINESS COUNCIL IMPROVEMENTS	\$235.00	

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Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
506363	10/13/2022	CITY HALL MAINT-ELEVATOR UPGRADES	\$555.00
506364	10/13/2022	CITY HALL MAINT	\$3,286.25
506365	10/13/2022	INDUSTRY BUSINESS COUNCIL CHAMBERS	\$445.00
506366	10/13/2022	UPGRADES TO ELECTRONIC FREEWAY DISPLAY	\$345.00
506367	10/13/2022	HOMESTEAD MUSEUM IMPROVEMENTS	\$457.50
506368	10/13/2022	STIMSON AVE CROSSING	\$13,025.00
506372	10/13/2022	EL ENCANTO IMPROVEMENTS AND MAINT	\$1,170.00
506349	10/13/2022	GENERAL ENG SVC-EMERGENCY VEHICLE	\$512.50
506348	10/13/2022	GENERAL ENG SVC-20701 E CURRIER RD	\$205.00
<b>79205</b>	<b>10/27/2022</b>	<b>CNC ENGINEERING</b>	<b>\$93,292.50</b>
Invoice	Date	Description	Amount
506369	10/13/2022	SIGNING & STRIPING IMPROVEMENTS	\$2,500.00
506370	10/13/2022	SHERIFF TRAILER SITE	\$180.00
506371	10/13/2022	METROLINK MAINT-PARKING LOT SOLAR SYSTEM	\$1,920.00
506373	10/13/2022	SAN JOSE AVE RECONSTRUCTION	\$1,777.50
506374	10/13/2022	INDUSTRY HILLS FUEL TANKS DISPENSING	\$776.25
506375	10/13/2022	605 FWY AND VALLEY BLVD INTERSECTION	\$4,390.00
506376	10/13/2022	YAL RECREATION CENTER	\$280.00
506377	10/13/2022	ROWLAND ST RECONSTRUCTION	\$3,622.50
506378	10/13/2022	FOLLOW'S CAMP PROPERTY	\$1,137.50
506379	10/13/2022	NELSON AVE INTERSECTION	\$8,770.00
506380	10/13/2022	MAINT OF 1123 HATCHER AVE	\$2,005.00
506381	10/13/2022	CARTEGRAPH MGMT	\$25,100.00
506382	10/13/2022	HOMESTEAD MUSEUM UPGRADES	\$3,060.00
506383	10/13/2022	LEMON AVE QUIET ZONE	\$272.50

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	506384	10/13/2022	CITYWIDE STREET LIGHT LED UPGRADES	\$4,660.00
	506385	10/13/2022	15710-15718 RAUSCH RD BLDG IMPROVEMENT	\$2,260.00
	506386	10/13/2022	DEL VALLE AND HILL ST STORM DRAIN	\$410.00
	506387	10/13/2022	GALE AVE RESURFACING	\$1,260.00
	506388	10/13/2022	ANNUAL PAVEMENT REHABILITATION	\$6,320.00
	506389	10/13/2022	CITYWIDE SIGNING & STRIPING IMPROVEMENTS	\$4,468.75
	506390	10/13/2022	2022/2023 ANNUAL SLURRY SEAL	\$540.00
	506391	10/13/2022	RED CURB REFURBISHMENT AT VARIOUS	\$420.00
	506392	10/13/2022	INTELLIGENT TRANSPORTATION SYSTEM	\$512.50
	506393	10/13/2022	RAILROAD STREET PAVEMENT REHABILITATION	\$9,895.00
	506394	10/13/2022	9TH AVE PAVEMENT REHABILITATION	\$5,885.00
	506395	10/13/2022	HIGHWAY PERFORMANICE MONITORING	\$615.00
	506396	10/13/2022	SNOW CREEK STORM DRAIN	\$255.00
<b>79206</b>	<b>10/27/2022</b>		<b>COALITION FOR AMERICA'S</b>	<b>\$7,500.00</b>
	Invoice	Date	Description	Amount
	2023-08	10/18/2022	MEMBERSHIP DUES FY 22/23	\$7,500.00
<b>79207</b>	<b>10/27/2022</b>		<b>CODE 3 CREATIONS</b>	<b>\$584.73</b>
	Invoice	Date	Description	Amount
	2062	10/06/2022	PLAQUES FOR 2022 INDUCTEES OF IND HILLS	\$584.73
<b>79208</b>	<b>10/27/2022</b>		<b>CORELOGIC INFORMATION</b>	<b>\$192.50</b>
	Invoice	Date	Description	Amount
	82148392	09/30/2022	GEOGRAPHIC PKG-SEP 2022	\$192.50
<b>79209</b>	<b>10/27/2022</b>		<b>COUNTY OF LA - DEPT OF</b>	<b>\$812.81</b>

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	230292	09/19/2022	PEST CONTROL-TONNER CYN	\$282.39
	230291	09/19/2022	PEST CONTROL-TONNER CYN	\$530.42
<b>79210</b>	10/27/2022		<b>COUNTY OF LA - DEPT OF</b>	<b>\$49.61</b>
	Invoice	Date	Description	Amount
	230293	09/19/2022	PEST CONTROL-TRES HERMANOS	\$49.61
<b>79211</b>	10/27/2022		<b>D M V RENEWAL</b>	<b>\$240.00</b>
	Invoice	Date	Description	Amount
	LIC 7PKU703-22	10/01/2022	REGISTRATION RENEWAL-LIC 7PKU703	\$240.00
<b>79212</b>	10/27/2022		<b>DB SALES &amp; SERVICE</b>	<b>\$1,465.00</b>
	Invoice	Date	Description	Amount
	17224	09/29/2022	REPAIR BOILER #2-EL ENCANTO	\$1,465.00
<b>79213</b>	10/27/2022		<b>EGOSCUE LAW GROUP, INC.</b>	<b>\$1,650.00</b>
	Invoice	Date	Description	Amount
	13639	10/03/2022	LEGAL SVC-FOLLOW'S CAMP	\$1,650.00
<b>79214</b>	10/27/2022		<b>ELECTRA-MEDIA, INC</b>	<b>\$5,001.97</b>
	Invoice	Date	Description	Amount
	14144	10/13/2022	PUENTE HILLS AUTO DISPLAY SEP-NOV 2022	\$5,001.97
<b>79215</b>	10/27/2022		<b>FIRST AMERICAN DATA TREE, LLC</b>	<b>\$200.00</b>
	Invoice	Date	Description	Amount



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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	20088320922	09/30/2022	PROPERTY DATA INFORMATION	\$200.00
79216	10/27/2022		FRAZER, LLP	\$39,512.70
	Invoice	Date	Description	Amount
	180215	09/30/2022	SA-PROF SVC FOR SEP 2022	\$4,879.00
	180079	09/30/2022	COI-PROF SVC FOR SEP 2022	\$34,633.70
79217	10/27/2022		FUEL PROS, INC.	\$950.50
	Invoice	Date	Description	Amount
	64459	09/23/2022	INDUSTRY HILLS FUEL STN MAINT	\$950.50
79218	10/27/2022		GIVEN DESIGN GROUP, INC.	\$10,815.00
	Invoice	Date	Description	Amount
	22-117	08/31/2022	ROOF UPGRADE-EL ENCANTO	\$10,815.00
79219	10/27/2022		GMS ELEVATOR SERVICES, INC	\$145.00
	Invoice	Date	Description	Amount
	112123	10/01/2022	ELEVATOR MAINT-CITY HALL	\$145.00
79220	10/27/2022		GRAND CENTRAL RECYCLING &	\$221.37
	Invoice	Date	Description	Amount
	4979766	09/30/2022	SOLID WASTE-CITY HALL	\$221.37
79221	10/27/2022		HISTORICAL RESOURCES, INC.	\$51,370.50
	Invoice	Date	Description	Amount
	COI2023-3	10/12/2022	ADMIN & MGMT SVC-HOMESTEAD	\$51,370.50

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Check	Date			Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>					
79222	10/27/2022			IDS GROUP, INC.	\$19,666.50
	Invoice	Date	Description	Amount	
	21X062.00-5	09/30/2022	SOLAR PANEL ENGINEERING-CITY HALL	\$8,376.50	
	21X062.00-4	08/31/2022	SOLAR PANEL ENGINEERING-CITY HALL	\$1,752.00	
	21X062.00-3	07/31/2022	SOLAR PANEL ENGINEERING-CITY HALL	\$4,445.00	
	21X079.00-6	09/29/2022	ENGINEERING DESIGN-METROLINK	\$2,295.00	
	21X062.01-4	09/29/2022	ELECTRICAL SVC UPGRADE-CITY HALL	\$238.00	
	21X062.02-2	08/31/2022	CABLING FEEDS LAYOUT-IBC	\$2,560.00	
79223	10/27/2022			INDUSTRY BUSINESS COUNCIL	\$120,099.78
	Invoice	Date	Description	Amount	
	JULY 2022	10/06/2022	EXPENSE REIMBURSEMENT-JUL 2022	\$120,099.78	
79224	10/27/2022			INDUSTRY SECURITY SERVICES	\$63,326.94
	Invoice	Date	Description	Amount	
	14-26920	10/07/2022	SECURITY SVC-VARIOUS CITY SITES	\$21,588.30	
	14-26917	10/07/2022	SECURITY SVC 9/30-10/6/22	\$10,208.20	
	14-26897	09/30/2022	SECURITY SVC-VARIOUS CITY SITES	\$21,322.24	
	14-26894	09/30/2022	SECURITY SVC 9/23-9/29/22	\$10,208.20	
79225	10/27/2022			INDUSTRY SHERIFF'S YOUTH	\$15,000.00
	Invoice	Date	Description	Amount	
	10/18/2022	10/18/2022	SPONSORSHIP FOR YAL ANNUAL FALL FESTIVAL	\$15,000.00	
79226	10/27/2022			IRRI-CARE PLUMBING & BACKFLOW	\$504.64

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	13979	09/02/2022	BACKFLOW REPAIR-METROLINK	\$339.64
	13975	08/15/2022	BACKFLOW TEST-METROLINK	\$110.00
	14143	10/16/2022	BACKFLOW TEST-NOGALES PUMP STATION	\$55.00
<b>79227</b>	<b>10/27/2022</b>		<b>JANUS PEST MANAGEMENT</b>	<b>\$4,403.00</b>
	Invoice	Date	Description	Amount
	252332	10/04/2022	PEST SVC-CITY HALL	\$745.00
	252333	10/04/2022	PEST SVC-IBC	\$145.00
	252336	10/04/2022	PEST SVC-TONNER CYN	\$441.00
	252401	10/04/2022	PEST SVC-IBC WEST (OLD BREA CYN)	\$168.00
	252413	10/04/2022	RODENT SVC-HELIPAD PARKING LOT	\$486.00
	252415	10/04/2022	RODENT SVC-HELIPAD	\$300.00
	252454	10/04/2022	RODENT SVC-IBC EAST (LANDFILL)	\$733.00
	252891	10/04/2022	PEST SVC-HOMESTEAD	\$600.00
	253716	10/04/2022	MOSQUITO TRAP-EL ENCANTO	\$700.00
	252667	10/04/2022	PEST SVC-205 N HUDSON AVE	\$85.00
<b>79228</b>	<b>10/27/2022</b>		<b>JMDiaz, Inc.</b>	<b>\$1,223.75</b>
	Invoice	Date	Description	Amount
	064 (22-199)	10/04/2022	STAFF AUGMENTATION-JULL-SEP 2022	\$1,223.75
<b>79229</b>	<b>10/27/2022</b>		<b>KLINE'S PLUMBING, INC.</b>	<b>\$6,574.00</b>
	Invoice	Date	Description	Amount
	12525	10/17/2022	REPAIR AT VALLEY BLVD & AZUSA WAY	\$600.00
	12508	10/05/2022	REPAIR PONG FILTRATION SYSTEM-HOMESTEAD	\$5,974.00

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
79230	10/27/2022		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	10/4/2022	10/04/2022	FEE-NOTICE OF EXEMPTION CITY 1480	\$75.00
79231	10/27/2022		LEIGHTON CONSULTING INC	\$1,057.20
	Invoice	Date	Description	Amount
	53043	09/30/2022	TESTING/INSPECTION SLURRY SEAL FY 21/22	\$1,057.20
79232	10/27/2022		LOCKE LORD LLP	\$6,685.45
	Invoice	Date	Description	Amount
	1750684	10/06/2022	LEGAL SVC-SEP 2022	\$3,205.15
	1746123	09/14/2022	LEGAL SVC-AUG 2022	\$3,480.30
79233	10/27/2022		LOCKS PLUS, INC.	\$781.77
	Invoice	Date	Description	Amount
	35389	10/18/2022	DUPLICATE KEYS AND LOCKS-VARIOUS SITES	\$181.77
	34527	09/12/2022	INSPECT/REPAIR DOOR LOCKS-IBC	\$600.00
79234	10/27/2022		LOS ANGELES ENGINEERING, INC.	\$463,486.00
	Invoice	Date	Description	Amount
	#29GGS-0387-1	10/01/2022	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	\$27,000.00
	#29GGS-0387-2	10/01/2022	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	\$248,880.00
	#29GGS-0387-4	10/01/2022	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	\$212,000.00
79235	10/27/2022		BANNER BANK	\$24,394.00
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	#29GGS-0387-1-R	10/01/2022	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$1,350.00
	#29GGS-0387-2-R	10/01/2022	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$12,444.00
	#29GGS-0387-4-R	10/01/2022	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$10,600.00
<b>79236</b>	<b>10/27/2022</b>		<b>MUNI-ENVIRONMENTAL, LLC</b>	<b>\$50,915.00</b>
	Invoice	Date	Description	Amount
	22-020	10/06/2022	COMMERCIAL WASTE PROGRAM	\$50,915.00
<b>79237</b>	<b>10/27/2022</b>		<b>MX GRAPHICS, INC.</b>	<b>\$2,530.26</b>
	Invoice	Date	Description	Amount
	26845	10/04/2022	LINE SCANNING-JN 6201	\$2,066.25
	26838	10/03/2022	BLUEPRING SVC-MP 10 15	\$464.01
<b>79238</b>	<b>10/27/2022</b>		<b>NINYO &amp; MOORE GEOTECHNICAL</b>	<b>\$5,185.75</b>
	Invoice	Date	Description	Amount
	266025	10/04/2022	GEO SVC-SHERIFF'S PARKING LOT	\$5,185.75
<b>79239</b>	<b>10/27/2022</b>		<b>OLDHAM ARCHITECTS INC.</b>	<b>\$3,800.00</b>
	Invoice	Date	Description	Amount
	21068-04	10/03/2022	ARCHITECTURE DESIGN, 15710-15724 RAUSCH RD	\$3,800.00
<b>79240</b>	<b>10/27/2022</b>		<b>PARS</b>	<b>\$620.00</b>
	Invoice	Date	Description	Amount
	51559	10/06/2022	ARS FEES-AUG 2022	\$320.00
	51688	10/07/2022	REP FEES-AUG 2022	\$300.00

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
79241	10/27/2022		POST ALARM SYSTEMS	\$319.60
	Invoice	Date	Description	Amount
	1523969	10/04/2022	MONITORING SVC-HOMESTEAD	\$319.60
79242	10/27/2022		PUEENTE HILLS FORD	\$363.30
	Invoice	Date	Description	Amount
	202125	09/22/2022	AUTO MAINT-LIC 1557319	\$363.30
79243	10/27/2022		ROBINSON'S FLOWERS	\$511.39
	Invoice	Date	Description	Amount
	3493-B	10/01/2022	FLOWERS AND DELIVERY	\$511.39
79244	10/27/2022		SAN GABRIEL VALLEY	\$5,760.00
	Invoice	Date	Description	Amount
	20221012COI	10/12/2022	LANDSCAPE SVC-TRAIL MAINT	\$5,760.00
79245	10/27/2022		SATSUMA LANDSCAPE & MAINT.	\$148,961.29
	Invoice	Date	Description	Amount
	0922CH	09/29/2022	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$50,386.47
	0922TA	09/29/2022	LANDSCAPE SVC-TEMPLE & AZUSA	\$30,689.64
	0922EC	09/29/2022	LANDSCAPE SVC-EXPO CENTER	\$30,238.65
	0922XROADS	09/29/2022	LANDSCAPE SVC-CROSSROADS PKY NORTH &	\$37,646.53
79246	10/27/2022		SCS FIELD SERVICES	\$16,286.00
	Invoice	Date	Description	Amount
	0447506	09/30/2022	INDUSTRY HILLS-LANDFILL GAS SYSTEM	\$16,286.00



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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
79247	10/27/2022		SO CAL INDUSTRIES	\$286.23
	Invoice	Date	Description	Amount
	593746	10/12/2022	WC ACCESS RENTAL-TONNER CYN	\$195.89
	591728	09/30/2022	FENCE RENTAL-INDUSTRY HILLS	\$90.34
79248	10/27/2022		SOUTHERN TIRE MART LLC - DEPT	\$758.31
	Invoice	Date	Description	Amount
	7070012584	10/03/2022	NEW TIRES-BACKHOE AT TONNER CYN	\$733.31
	7070012442	09/23/2022	TIRE REPAIR-LIC 1580081	\$25.00
79249	10/27/2022		SPECTRUM	\$938.99
	Invoice	Date	Description	Amount
	0362894101022	10/10/2022	BUSINESS INTERNET-OCT 2022	\$938.99
79250	10/27/2022		SQUARE ROOT GOLF & LANDSCAPE,	\$138,255.02
	Invoice	Date	Description	Amount
	1632H	09/27/2022	LANDSCAPE SVC-VARIOUS CITY SITES	\$138,255.02
79251	10/27/2022		STAPLES BUSINESS ADVANTAGE	\$1,647.86
	Invoice	Date	Description	Amount
	8067777916	10/01/2022	OFFICE SUPPLIES	\$1,647.86
79252	10/27/2022		STATE COMPENSATION INSURANCE	\$2,179.91
	Invoice	Date	Description	Amount
	1000918517	10/01/2022	WORKERS COMP PREMIUM FOR OCTOBER 2022	\$2,179.91

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 27, 2022**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
79253	10/27/2022		SUPERIOR COURT OF CA-LA	\$3,789.00
	Invoice	Date	Description	Amount
	SEPTEMBER 2022	10/12/2022	PARKING CITATIONS REPORT- SEP 2022	\$3,789.00
79254	10/27/2022		TATTLETALE	\$540.00
	Invoice	Date	Description	Amount
	R 99162	10/02/2022	ALARM MINITORING-600 S BREA CYN RD	\$540.00
79255	10/27/2022		THE GABRIEL FOUNDATION	\$80.00
	Invoice	Date	Description	Amount
	21-026	08/12/2021	VOLUNTEER RODEO SHIRTS	\$80.00
79256	10/27/2022		THE TECHNOLOGY DEPOT	\$11,064.23
	Invoice	Date	Description	Amount
	19676	10/01/2022	CLOUD CONNECT-HOMESTEAD	\$154.00
	19697	10/01/2022	CLOUD CONNECT VEEAM-NOV 2022	\$263.34
	19694	10/01/2022	CLOUD CONNECT-SHERIFF'S BLDG	\$287.25
	19695	10/01/2022	CLOUD CONNECT UNAAS-NOV 2022	\$727.23
	19691	10/01/2022	VEEAM DRAAS DATA BACKUP-NOV 2022	\$1,048.80
	19692	10/01/2022	PLATINUM CYBER PROTECTION-NOV 2022	\$707.55
	19693	10/01/2022	CLOUD CONNECT DATA STORAGE-NOV 2022	\$1,345.50
	19698	10/01/2022	ADD'L DELL SVC-NOV 2022	\$2,624.50
	19696	10/01/2022	VIRTUAL VITA PLUS-NOV 2022	\$1,742.33
	4977136	10/01/2022	STORAGE BOX RENTAL-TONNER CYN	\$421.40
	19514	09/01/2022	VIRTUAL VITA PLUS-OCT 2022	\$1,742.33

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 27, 2022**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
79257	10/27/2022		TRANSPORTATION & ENERGY	\$13,675.00
	Invoice	Date	Description	Amount
	COI-001-10-10-22	10/10/2022	ON-CALL TRAFFIC ENGINEERING SVC	\$13,675.00
79258	10/27/2022		TURBO DATA SYSTEMS, INC	\$487.78
	Invoice	Date	Description	Amount
	38519	09/30/2022	CITATION PROCESSING-AUG/SEP 2022	\$487.78
79259	10/27/2022		UNITED PARCEL SERVICES, INC	\$279.68
	Invoice	Date	Description	Amount
	0000V435E4412	10/08/2022	MESSENGER SVC	\$157.60
	0000V435E4402	10/01/2022	MESSENGER SVC	\$122.08
79260	10/27/2022		VALLEY POWER SYSTEMS, INC.	\$725.00
	Invoice	Date	Description	Amount
	R69136	09/23/2022	MONTHLY GENERATOR INSPECTION-CITY HALL	\$725.00
79261	10/27/2022		VALLEY VISTA SERVICES, INC	\$17,137.75
	Invoice	Date	Description	Amount
	4977132	10/01/2022	DISP SVC-15660 MAYOR DAVE WAY (YAL)	\$144.63
	4977134	10/01/2022	DISP SVC-TONNER CYN (MAINT YD)	\$1,211.21
	4977133	10/01/2022	DISP SVC-CITY HALL	\$518.61
	4977135	10/01/2022	DISP SVC-1123 HATCHER AVE #ABC	\$283.29
	4978946	09/30/2022	DISP SVC-1123 HATCHER AVE #ABC	\$8,633.00
	4979518	09/30/2022	DISP SVC-CITY RESIDENTS	\$1,309.91

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 27, 2022**

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

4977529	10/01/2022	DISP SVC-CITY BUS STOPS	\$4,796.49
4977320	10/01/2022	DISP SVC-205 N HUDSON AVE	\$240.61

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79262	10/27/2022		\$2,875.00
		<b>WEST COAST ARBORISTS, INC.</b>	
		<b>Invoice</b>	<b>Amount</b>
		<b>Date</b>	<b>Description</b>
		<b>191072</b>	<b>09/30/2022</b>
		<b>FY 22/23 TREE MAINT</b>	<b>\$2,875.00</b>

Checks	Status	Count	Transaction Amount
	Total	97	\$2,123,355.87

*CITY COUNCIL*

ITEM NO. 5.2

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
JULY 28, 2022  
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**CALL TO ORDER**

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 897 067 803#.

**FLAG SALUTE**

The flag salute was led by Mayor Cory C. Moss.

**ROLL CALL**

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

STAFF PRESENT: Bing Hyun, Assistant City Manager; Mat Hudson, Engineering Manager; Bianca Sparks, Assistant City Attorney; and Julie Robles, City Clerk.

**PUBLIC COMMENTS**

Assistant City Manager, Bing Hyun, asked if anyone online had any public comments regarding items not listed on the agenda. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

James Ermigarat, co-owner of the property with Robert & Virginia Van Dyke, located at 180 N. California Avenue, City of Industry came to speak to Council about his love for the City of Industry and to tell his story about how he is being forced to shut down his business as of December 30, 2022. He has owned and operated, for 25 years, a certified state public scale. He expressed his concern that he is no longer allowed to park cars, trucks, or trailers on this property. This is a very big deal to me and a matter of life and death to his business.

Mayor Moss thanked Mr. Ermigarat for coming to share his story and stated staff will be in touch with him soon about his concerns.

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CITY COUNCIL REGULAR MEETING MINUTES  
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**CONSENT CALENDAR**

Mayor Moss asked if anyone was on the line for public comments regarding items on the Consent Calendar. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

Council Member Ruggles asked for an update on Items 5.2, 5.4, 5.5 and 5.6.

**5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JULY 28, 2022**

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

**5.2 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR CONTRACT NO. CITY-1489, REPLACEMENT OF FIRE DAMAGED EV CHARGERS, SOLAR PANELS, AND SOLAR PORT CANOPY AT THE METROLINK STATION, AND OTHER RELATED IMPROVEMENTS, FOR AN ESTIMATED COST OF \$735,000.00 (MP 06-18 #11)**

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

Dev Birla, Operation Manager with CNC Engineering provided the Council with a staff report along with slides of the fire damage at the Metrolink Station. Council Member Ruggles had a question regarding the insurance and how that was being used. It was explained that the cost was based on 2012, when it was built, not 2021, as well as currently making improvements. The City has received \$480,679.95 from insurance on the claim for the fire damage.

**5.3 CONSIDERATION OF AWARD OF CONTRACT NO. CITY-1485, ROWLAND STREET RECONSTRUCTION FROM HATCHER AVENUE TO LAWSON STREET, TO SEQUEL CONTRACTORS, INC., IN AN AMOUNT NOT-TO-EXCEED \$2,789,192.50, AND ADOPT NOTICE OF EXEMPTION REGARDING SAME**

*RECOMMENDED ACTION:* *Award the Contract to Sequel Contractors, Inc., and adopt a Notice of Exemption for the project.*

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CITY COUNCIL REGULAR MEETING MINUTES  
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**5.4 CONSIDERATION OF A MEASURE M FUNDING AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE EAST-WEST BIKEWAY PROJECT**

*RECOMMENDED ACTION:*

*Approve the Agreement.*

Mat Hudson, Engineering Manager, provided a staff report. He stated the City applied for funds through Metro to help design the bikeway they were planning. The bigger project is the ten-mile stretch. They are first focusing on the south side of Valley Boulevard, between the curb and fence. To help with that they applied through Metro to get some funding and were awarded \$1.49 million. Originally it was only for construction, but they reprogramed the funds and now can use it for plans and specs. Hoping the full design will be done next year. He also stated that they just recently applied for another grant through ATP Cycle Six to get more funding to help complete the project. He was available to answer any questions.

Council Member Ruggles asked if CNC Engineering was handling the design and asked if the full bike path would be completed by next year? Mat confirmed that yes CNC Engineering was designing the path and the entire project would be completed by next year. He said this agreement was for the first phase, starting from City Hall, down Valley Boulevard to Azusa. Everything going east to west would qualify with these funds.

**5.5 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR CONTRACT NO. CITY-1497, INDUSTRY BUSINESS COUNCIL INTERIOR IMPROVEMENTS - PHASE I, FOR AN ESTIMATED COST OF \$556,000.00 (MP 03-24 #10)**

*RECOMMENDED ACTION:*

*Approve the plans and specifications and authorize the advertising and receipt of electronic bids.*

Senior Project Manager James Cramsie, from CNC Engineering, provided a staff report and said a consultant was hired to evaluate the condition and changes that are needed.

Mayor Moss asked about replacing outlets and Mr. Cramsie confirmed that yes there would be new and replaced outlets installed to bring up to code.

Council Member Ruggles inquired about the two different phases. James Cramsie stated that the first phase consists of new carpet and new outlets in the flooring for both the Training Room and Chambers. The second phase will include painting, lighting, and



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CITY COUNCIL REGULAR MEETING MINUTES  
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the potential of moving walls within the Training Room. Council Member Ruggles asked why the carpet was the first phase, and Mr. Cramsie said for safety reasons replacing the carpet was a priority and more decisions are needed regarding the training room. The carpet will be tile and can easily be replaced or added as needed.

**5.6 CONSIDERATION OF A MEMORANDUM OF AGREEMENT WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS TO AWARD FUNDING FROM THE SAN GABRIEL VALLEY SLOWER, SAFER STREETS PROGRAM**

*RECOMMENDED ACTION:* *Approve the Agreement.*

Mat Hudson, Engineering Manager, provided a staff report and was available to answer any questions. Council Member Ruggles asked if there have been any issues at this intersection at Nelson Avenue and Willow Avenue? Mr. Hudson said no but it was the corner where Hacienda Adult School is located therefore keeping this corner safer for pedestrians crossing.

MOTION BY COUNCIL MEMBER GREUBEL, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

**ACTION ITEMS**

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

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

Assistant City Manager Bing Hyun gave a brief staff report and announced that one appointment is available. The City Clerk posted the appointment for thirty days and one application was received. Mayor Moss announced that the one applicant, James Bickel,

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CITY COUNCIL REGULAR MEETING MINUTES  
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was with us today and asked him to come forward. Mr. James Bickel said he had served the City of Industry for 23 years with the Sheriff's Department and was getting ready to retire. The city was very good to his department, himself and his fellow colleagues. He said he would like to continue to serve the City of Industry in this way.

Mayor Moss asked if anyone was on the line for public comments regarding Item No. 6.1. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER RADECKI TO APPOINT JAMES BICKEL TO THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

Mayor Moss asked for a break and recessed the meeting at 9:26 a.m.

The City Clerk, Julie Robles swore in James Bickel and pictures were taken.

Mayor Moss reconvened the meeting at 9:29 a.m.

**CLOSED SESSION**

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

Mayor Moss asked if anyone was on the line for public comments regarding items on Closed Session. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

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CITY COUNCIL REGULAR MEETING MINUTES  
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7.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8

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

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

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

Under Negotiation: Price and terms of payment

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

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

Property: Assessor Parcel Number 8264-026-902

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

Negotiating Parties: Rowland Water District

Under Negotiation: Price and terms of payment

7.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of litigation pursuant to Government Code Section 54956.9(d)(2):  
two potential cases

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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Mayor, Cory C. Moss, recessed the meeting into Closed Session at 9:29 a.m.

Mayor Moss reconvened the meeting at 11:11 a.m.

Assistant City Attorney Sparks reported out of Closed Session. All members of the Council were present except Mayor Tem Marcucci who participated telephonically.

With regard to Closed Session Item No. 7.1, direction was given to the Agency Negotiators. No final action taken, nothing further to report.

With regard to Closed Session Item No. 7.2, no action taken.

With regard to Closed Session Item No. 7.3, direction was given to the City Negotiators. No final action taken, nothing further to report.

With regard to Closed Session Item No. 7.4, direction was given. No final action taken, nothing further to report.

**CITY MANAGER REPORTS**

On behalf of City Manager, Josh Nelson, there is nothing to report.

**AB 1234 REPORTS**

There were none.

**CITY COUNCIL COMMUNICATIONS**

There were none.

**ADJOURNMENT**

There being no further business, the City Council adjourned at 11:12 a.m.

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CORY C. MOSS  
MAYOR

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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JULIE ROBLES  
CITY CLERK

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CITY COUNCIL SPECIAL MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
AUGUST 12, 2022  
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**CALL TO ORDER**

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 4:27 p.m., telephonically using Conference Call Number, 657-204-3264, Conference ID: 865 128 791#.

**FLAG SALUTE**

The flag salute was led by Mayor Cory C. Moss.

**ROLL CALL**

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; Mat Hudson, Engineering Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk. All staff called in telephonically.

**PUBLIC COMMENTS**

Mayor Moss asked if anyone else was on the line for public comments regarding items not listed on the agenda. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

**CONSENT CALENDAR**

With regards to the Consent Calendar, Council Member Radecki recused himself from voting on check number 78771 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is currently employed by Square Root Golf and Landscape.

City Manager, Josh Nelson, asked the Council to allow staff to make any necessary date changes to agreements, etc. due to meetings being changed this week. We believe they have all been changed, but just in case any were missed.

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CITY COUNCIL SPECIAL MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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Council Member Ruggles asked for an update on Items 5.6, and 5.7.

Mayor Moss asked if anyone was on the line for public comments regarding items on the Consent Calendar. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

**5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR AUGUST 11, 2022**

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

**5.2 CONSIDERATION OF THE MINUTES OF THE MAY 26, 2022 REGULAR MEETING, JUNE 9, 2022 REGULAR MEETING, JUNE 9, 2022 JOINT SPECIAL MEETING, JUNE 23, 2022 REGULAR MEETING, AND THE JULY 14, 2022 REGULAR MEETING**

*RECOMMENDED ACTION:* *Approve as submitted.*

**5.3 CONSIDERATION OF MATTERS RELATED TO THE COVID-19 PANDEMIC:**

- a. **CONSIDERATION OF AN AMENDED AND RESTATED PROCLAMATION AND ORDER OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY**
- b. **CONSIDERATION OF RESOLUTION NO. CC 2022-32 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361**

*RECOMMENDED ACTION:* *Adopt the Proclamation, and Resolution No. CC 2022-32.*

**5.4 CONSIDERATION OF AMENDMENT NO. 1 TO THE LICENSE AGREEMENT WITH MEALS ON WHEELS- INDUSTRY, INC., FOR ACCESS TO ASSESSOR'S PARCEL NUMBER 8264-004-908 LOCATED AT 1123 SOUTH HATCHER AVENUE, FOR USE AS AN ADMINISTRATIVE OFFICE**

*RECOMMENDED ACTION:* *Approve the Agreement.*

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CITY COUNCIL SPECIAL MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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**5.5 CONSIDERATION OF THE PLACEMENT OF ADVERTISEMENTS WITH CIVIC PUBLICATIONS, INC., DURING FISCAL YEAR 2022-23, FOR A COST OF \$136,505.00**

*RECOMMENDED ACTION:*  
*Civic Publications, Inc.*

*Approve the Advertising with*

**5.6 CONSIDERATION OF A FREEWAY MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION**

*RECOMMENDED ACTION:*

*Approve the Agreement.*

Engineering Manager, Mat Hudson provided a staff report and Senior Project Manager, Upendra Joshi from CNC Engineering provided additional information. Both were available to answer any questions.

Council Member Ruggles asked who was responsible for the stripping and maintenance of the roadways? Upendra Joshi said the City would only be responsible for anything under the bridge.

**5.7 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH CARTEGRAPH SYSTEMS LLC, FOR WORK ORDER GEOGRAPHIC INFORMATION SYSTEM SOFTWARE, IN THE AMOUNT OF \$167,545.00, THROUGH MARCH 21, 2025 (MP 16-06)**

*RECOMMENDED ACTION:*

*Approve the Agreement.*

Engineering Manager, Mat Hudson provided a staff report explaining how the work order system by Cartegraph provides a software that tracks the City's field operations and City Asset condition in a geographic information system ("GIS") environment. Josh Nelson, City Manager, provided additional information regarding insurance provisions. Both were available to answer any questions.

Council Member Ruggles asked who maintains this application, how many reports are being generated per week, and does the Industry Business Council (IBC) utilize this system?



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CITY COUNCIL SPECIAL MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
AUGUST 12, 2022  
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Mat Hudson responded with CNC maintains the application, there are approximately 10 reports per week, and "No" the IBC does not currently use this application. We can reach out to Executive Director, Joanne McClaskey, and if interested, we can do an onsite training service event.

Mayor Pro Tem Marcucci asked to confirm that SeeClickFix is still the name of the software that allows the public to report concerns. Mat Hudson confirmed that it was.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER GREUBEL THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 78771 ON ITEM 1 (REGISTER OF DEMANDS) AND ALLOW STAFF TO ADJUST ANY DATES IF NECESSARY. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT COUNCIL MEMBERS: NONE

ABSTAIN COUNCIL MEMBERS: NONE

#### **CITY MANAGER REPORTS**

Josh Nelson, City Manager, thanked the Commission for being flexible this week.

#### **AB 1234 REPORT**

There were none.

#### **CITY COUNCIL COMMUNICATIONS**

There were none.

#### **CLOSED SESSION**

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

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CITY COUNCIL SPECIAL MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
AUGUST 12, 2022  
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Mayor Moss asked if anyone was on the line for public comments regarding items on Closed Session. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

9.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of litigation pursuant to Government Code Section 54956.9(d)(2):  
Three potential cases

9.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8

Property:	1 Industry Hills Parkway, City of Industry, CA, 91744 also known as Assessor Parcel Numbers (portion of) 8247-014-900, (portion of) 8247-013-908, 8262-001-900, 8262-001-902, (portion of) 8262-011-930, 8262-011-931, 8262-012-270, 8262-012- 271, 8262-012-272, 8262-012-273, (portion of) 8262-012-274, (portion of) 8262-012-275, 8262-012-276,(portion of) 8262-015-900, (portion of) 8262-015-901, 8262-015-902, 8262-015-904, (portion of) 8262-015-905, 8263-008-270, 8263-008-271, 8263-008-904 and 8263-027-270
Agency Negotiators:	Josh Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Majestic Industry Hills, LLC, a Delaware limited liability company
Under Negotiation:	Price and terms of payment

Mayor, Cory C. Moss, recessed the meeting into Closed Session at 4:40 p.m.

Mayor Moss reconvened the meeting at 5:33 p.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present except for Council Member Radecki, who did not return after Closed Session.

With regard to Closed Session Item No. 9.1, direction was given to Legal Counsel, no action taken.

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CITY COUNCIL SPECIAL MEETING MINUTES  
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With regard to Closed Session Item No. 9.2, direction was given to Agency Negotiators. No action taken, nothing to report.

**ADJOURNMENT**

There being no further business, the City Council adjourned at 5:34 p.m.

\_\_\_\_\_  
CORY C. MOSS  
MAYOR

\_\_\_\_\_  
JULIE GUTIERREZ-ROBLES  
CITY CLERK

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CITY COUNCIL REGULAR MEETING MINUTES  
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**CALL TO ORDER**

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:02 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 514 951 056#.

**FLAG SALUTE**

The flag salute was led by Mayor Cory C. Moss.

**ROLL CALL**

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

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

**PUBLIC COMMENTS**

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

Mayor Moss asked if anyone else was on the line for public comments regarding items not listed on the agenda. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

**CONSENT CALENDAR**

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

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Council Member Ruggles requested more information on check #78949, under Item 5.1 (Register of Demands, invoice # 26233), for Pacific Utility Installation. He stated, "I don't need an answer right now, but could someone review this, and get back to me?" City Manager, Josh Nelson said he would get back to him on this item later.

Mayor Moss asked if anyone was on the line for public comments regarding items on the Consent Calendar. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

**5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 8, 2022**

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

**5.2 CONSIDERATION OF RESOLUTION NO. CC 2022-39 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361**

*RECOMMENDED ACTION:* *Adopt Resolution No. CC 2022-39.*

**5.3 CONSIDERATION OF RESOLUTION NO. CC 2022-33 APPROVING A DONATION TO HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT, IN THE AMOUNT OF \$5,000.00 FOR THE GIFT CARD PROGRAM.**

*RECOMMENDED ACTION:* *Adopt Resolution No. CC 2022-33.*

**5.4 CONSIDERATION OF RESOLUTION NO. CC 2022-38 APPROVING A DONATION TO SAN GABRIEL VALLEY LGBTQ CENTER, IN THE AMOUNT OF \$5,000.00 TO PROVIDE EDUCATIONAL RESOURCES**

*RECOMMENDED ACTION:* *Adopt Resolution No. CC 2022-38.*

MOTION BY COUNCIL MEMBER GREUBEL, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

**ACTION ITEMS**

**6.1 PRESENTATION AND DISCUSSION REGARDING THE HOMESTEAD MUSEUM**

*RECOMMENDED ACTION:* *Discuss and provide direction to Staff.*

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

Mayor Moss asked if anyone was on the line for public comments regarding Item No. 6.1. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

Development Services Manager, Kathy Tai spoke about the Professional Services Agreement that was approved in January 2022, with Museum Management Consultants (MMC) for museum strategy planning. She reviewed the services that have been provided so far and then introduced Assistant City Manager, Sam Pedroza to discuss the next steps.

Sam Pedroza came seeking the City Council's input and direction on the Homestead Museum's draft mission and core values statements.

Discussion ensued among the Council Members and Staff with a focus on children, schools, more interactive technology, events, spring festival, signage and more. Paul Spitzzeri, Museum Director for the Homestead Museum also spoke regarding the history of events and other local museums, and what they offer. Bullet points were discussed, and enough information was provided to staff to move forward with initiating a revised mission statement. This item will come back at a future meeting for the Council's approval.

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**6.2 PRESENTATION, DISCUSSION, AND DIRECTION OF A POTENTIAL ORGANICS PROCESSING FACILITY.**

*RECOMMENDED ACTION:*  
*Staff.*

*Discuss and provide direction to*

Assistant City Manager Sam Pedroza introduced Carlyle Johnson, a consultant for solid waste and recycling. He made a presentation regarding various approaches to an organic processing facility, to include types of equipment and technology needed, cost consideration, site needs, and other waste flow considerations. Should the City determine that a further evaluation is warranted, a Site Analysis would be recommended.

Mayor Moss thanked Carlyle Johnson for his thorough and educational presentation today and between Council Members and Staff, many questions were asked and answered. City Manager, Josh Nelson said this is the early stage of deciding and that staff will move forward with exploring the feasibility of establishing an organics processing facility, to provide a resource for local and regional businesses.

At 9:57 a.m. Mayor Pro Tem Marcucci left the meeting (telephonically).

Mike Greenspan and Armando Herman each spoke for three minutes in opposition of Item No. 6.2.

Mayor Moss asked if anyone was on the line for public comments regarding Item No. 6.2. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

**CLOSED SESSION**

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

Mayor Moss asked if anyone was on the line for public comments regarding items on Closed Session. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

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

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- 7.2 PUBLIC EMPLOYMENT PERFORMANCE EVALUATION  
Pursuant to Government Code Section 54957(b)(1)  
TITLE: CITY MANAGER
- 7.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of litigation pursuant to Government Code Section 54956.9(d)(2): One potential case
- 7.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): one potential case

Mayor Pro Tem Marcucci came back into the meeting (telephonically) at 10:35 a.m.

Mayor, Cory C. Moss, recessed the meeting into Closed Session at 10:35 a.m.

Mayor Moss reconvened the meeting at 12:36 p.m.

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

With regard to Closed Session Item No. 7.1, this item was not discussed.

With regard to Closed Session Item No. 7.2, direction was given, no final action taken. Nothing further to report.

With regard to Closed Session Items Nos. 7.3 and 7.4, direction was given to the City Attorneys Office, no final action taken.

### **CITY MANAGER REPORTS**

City Manager, Josh Nelson reported that previously there was a discussion regarding the rodeo and wanted to clear this up. We have 18 members of staff volunteering their time for the rodeo which amounts to 200 hours of time. Should they work during office hours they will be paid their normal salary. Should they work on off-hours, they will get over-time or comp time, which ever they prefer.

### **AB 1234 REPORTS**

There were none.



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**CITY COUNCIL COMMUNICATIONS**

Mayor Cory Moss wished Council Member Mark Radecki a Happy Birthday which is this coming up Saturday. "Hope you have a wonderful weekend celebrating!"

**ADJOURNMENT**

There being no further business, the City Council adjourned at 12:40 p.m.

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CORY C. MOSS  
MAYOR

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JULIE GUTIERREZ-ROBLES  
CITY CLERK

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**CITY COUNCIL SPECIAL MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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**CALL TO ORDER**

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 10:15 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 790 206 916#.

**FLAG SALUTE**

The flag salute was led by Mayor Cory C. Moss.

**ROLL CALL**

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; Lynn Thompson, Administrative Technician III; and Julie Gutierrez-Robles, City Clerk, telephonically.

**PUBLIC COMMENTS**

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

Mayor Moss asked if anyone else was on the line for public comments regarding items not listed on the agenda. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

**ACTION ITEMS**

**5.1 CONSIDERATION OF A BLANKET MEMORANDUM OF UNDERSTANDING WITH LOCAL LAW ENFORCEMENT AGENCIES, INCLUDING BUT NOT LIMITED TO, THE COUNTY OF LOS ANGELES, AND A PROFESSIONAL SERVICES**

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**AGREEMENT WITH KATE MOVIUS, FOR AUTISM COMMUNICATION AND DE-ESCALATION TACTICS COURSE SERVICES**

*RECOMMENDED ACTION:* a) Approve a blanket Memorandum of Understanding with local law enforcement agencies, including but not limited to, the County of Los Angeles; and b) Approve the Agreement with Kate Movius, and allocate the necessary funds

Assistant City Manager, Bing Hyun presented the item to the Council and introduced Kate Movius, an experienced presenter to law enforcement agencies, who explained with statistics the need and success of this training program for police and first responders.

Kate Movius gave a history of the pilot program which Mayor Moss helped facilitate in 2016. She also said that according to CDC reporting, one out of forty-four children today are diagnosed with autism due to unknown causes and that these children are seven times more likely to be encountered by law enforcement. She gave an overview of the statistics of Autism and an overview of the training and what it entails. She stated that they have had some great publicity that features the City of Industry and the incredible role in leadership with this issue. She showed a short news clip of Autism Training with the Sheriff's Department. She stated she is so excited about what the future holds and thanks Mayor Moss for being a champion to this cause.

Mayor Moss put out a special thank you to the Sheriff's Department and Mental Evaluation Team (MET).

Council Member Radecki thanked Mayor Moss and Kate Movius for spear heading this safety program that is very much needed in our community and thanked them for a job magnificently done.

Bianca explained the Memorandum of Understanding (MOU) portion of this action item. Any time a city provides training to law enforcement there is a chance for liability. Should a catastrophic event take place it could develop into a lawsuit in which the City would be named. Even though Ms. Movius provides insurance, out of an abundance of caution, we are requesting each public agency that provides training to law enforcement agency enter into a MOU with the City. The city provides training in exchange for the agency to indemnify and defend the city, should there be any claim. We are asking the Council to

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authorize a blanket MOU so we don't have to come back every time a different agency chooses to participate in this training.

Mike Greenspan and Armando Herman each spoke for three minutes in opposition of Item No. 5.1.

City Manager Josh Nelson asked for a little latitude to the terms in the current PSA. Due to the cost of insurance, I would like to have the requestion to extend the cost to \$50,000.00, to cover the cost of insurance should it be necessary.

Mayor Moss asked if anyone was on the line for public comments regarding Item No. 5.1. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM MARCUCCI TO APPROVE A BLANKET MEMORANDUM OF UNDERSTANDING WITH LOCAL LAW ENFORCEMENT AGENCIES, INCLUDING BUT NOT LIMITED TO, THE COUNTY OF LOS ANGELES; AND B) APPROVE THE AGREEMENT WITH KATE MOVIUS, WITH THE CONTINGENCY TO INCREASE THE AMOUNT TO \$50,000.00, TO COVER THE COST OF INSURANCE, AND ALLOCATE THE NECESSARY FUNDS. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT COUNCIL MEMBERS: RUGGLES

ABSTAIN COUNCIL MEMBERS: NONE

Note: Council Member Ruggles was online but unable to be heard publicly, therefore was not able voice his vote.

### **CLOSED SESSION**

Mike Greenspan and Armando Herman each spoke for three minutes in opposition of Closed Session Items 6.1 and 6.2.

Mayor Moss asked if anyone was on the line for public comments regarding items on Closed Session. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

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6.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8

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

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

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

Under Negotiation: Price and terms of payment

6.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8

Property: 1560, 1576, 1580, 1590, 1600, 1620, and 1630 S. Azusa Ave., City of Industry, CA, 91744 also known as Assessor Parcel Numbers 8254-004-040, 8254-004-041, 8254-004-118, 8254-004-120, and 8254-004-121

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

Negotiating Parties: Newage PHM, LLC

Under Negotiation: Price and terms of payment

Mayor, Cory C. Moss, recessed the meeting into Closed Session at 10:56 a.m.

Mayor Moss reconvened the meeting at 12:10 p.m.

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

With regard to Closed Session Items No. 6.1 and 6.2, direction was given to the agency negotiators, no final action taken. Nothing further to report at this time.

**CITY MANAGER REPORTS**

City Manager, Josh Nelson mentioned that the rodeo coming up is before our next City Council Meeting. He hopes to see everyone there.

**AB 1234 REPORTS**

There were none

**CITY COUNCIL COMMUNICATIONS**

There were none.

**ADJOURNMENT**

There being no further business, the City Council adjourned at 12:11 p.m.

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CORY C. MOSS  
MAYOR

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JULIE GUTIERREZ-ROBLES  
CITY CLERK

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**CALL TO ORDER**

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 790 206 916#.

**FLAG SALUTE**

The flag salute was led by Mayor Cory C. Moss.

**ROLL CALL**

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; Lynn Thompson, Administrative Technician III; and Julie Gutierrez-Robles, City Clerk, telephonically.

**PUBLIC COMMENTS**

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

Mayor Moss asked if anyone else was on the line for public comments regarding items not listed on the agenda. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

**CONSENT CALENDAR**

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

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Mayor Moss asked if anyone was on the line for public comments regarding items on the Consent Calendar. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

**5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 22, 2022**

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

**5.2 CONSIDER RATIFYING THE APPROVAL OF THE CITY'S PUBLICATION IN CIVIC PUBLICATIONS, INC.'S STATE OF THE CITY, IN THE AMOUNT OF \$38,068.00**

*RECOMMENDED ACTION:* *Ratify the approval of the State of the City publication in the amount \$38,068.000*

**5.3 CONSIDERATION OF A PARTICIPANT AGREEMENT WITH THE COUNTY OF LOS ANGELES AND PARTICIPATING ENTITIES FOR THE LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 7 PROJECT, IN THE AMOUNT OF \$37,210.00**

*RECOMMENDED ACTION:* *Approve the Agreement.*

**5.4 CONSIDERATION OF THE AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR CONTRACT NO. CITY-1488, ANNUAL PAVEMENT REHABILITATION FY 22, FOR AN ESTIMATED COST OF \$1,700,000.00**

*RECOMMENDED ACTION:* *Approve the plans and specifications and authorize the solicitation of public bids.*

**5.5 CONSIDERATION OF AWARD OF CONTRACT NO. CITY-1480, STIMSON AVENUE GRADE CROSSING IMPROVEMENTS, TO SULLY-MILLER CONTRACTING COMPANY, IN AN AMOUNT NOT-TO-EXCEED \$691,650.00, AND ADOPT NOTICE OF EXEMPTION REGARDING SAME**

*RECOMMENDED ACTION:* *Award the Contract to Sully-Miller Contracting Company in the amount of \$691,650.00 and adopt a Notice of Exemption for the project.*



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With regards to the Consent Calendar, Council Member Radecki recused himself from voting on check number 79045 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is currently employed by Square Root Golf and Landscape.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER GREUBEL THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 79045 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

**ACTION ITEMS**

**6.1 CONSIDERATION OF RESOLUTION NO. CC 2022-40, NOMINATING CATHY MARCUCCI TO SERVE AS AN ALTERNATE MEMBER ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY**

*RECOMMENDED ACTION:* *Adopt Resolution No. CC 2022-40, nominating Cathy Marcucci to serve as an alternate member of the Board of the San Gabriel Basin Water Quality Authority.*

Assistant City Manager, Sam Pedroza provided a staff report regarding the San Gabriel Basin Water Quality Authority. He gave a brief overview on how the boards work. He stated that they have representation from each of the three Water Districts and a couple members from private water companies and one member from the cities with pumping rights and one member from the cities without pumping rights, and each one has an alternate. The alternate with the city with pumping rights has a vacancy. Mayor Pro Tem Marcucci would like to fill that seat. In order to do that, it has to be done by a resolution, which is before you today. He was available to answer any questions.

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

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Mayor Moss thanked Mayor Pro Tem Marcucci for her willingness to serve as an alternate member on the board.

Mayor Moss asked if anyone was on the line for public comments regarding Item No. 6.1. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER RADECKI TO ADOPT RESOLUTION NO. CC 2022-40, NOMINATING CATHY MARCUCCI TO SERVE AS AN ALTERNATE MEMBER OF THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

#### **CITY MANAGER REPORTS**

There were none.

#### **AB 1234 REPORTS**

Mayor Moss reported that she attended the 2022 League of California Cities Annual Conference at the Long Beach Convention Center for one and a half days. She was nominated as the voting member of this council; she was there to do her duty. It was a good conference yet not as informative as she would have liked.

#### **CITY COUNCIL COMMUNICATIONS**

There were none.

#### **CLOSED SESSION**

Mike Greenspan and Armando Herman each spoke for three minutes in opposition of Closed Session Items 10.1 and 10.2.

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CITY COUNCIL REGULAR MEETING MINUTES  
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Mayor Moss asked if anyone was on the line for public comments regarding items on Closed Session. If so, press \*5 to raise your hand and the City Clerk can unmute you. There were none.

10.1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: *City of Industry v. San Gabriel Valley Water & Power, et al., and related cross actions*

Superior Court of California, County of Los Angeles

Case No. 19STCV10150

10.2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: *Ruiz v. City of Industry*

Superior Court of California, County of Los Angeles

Case No. 20STCV29058

Mayor, Cory C. Moss, recessed the meeting into Closed Session at 9:34 a.m.

Mayor Moss reconvened and recessed the meeting into the City Council Special Meeting at 10:15 a.m.

Mayor Moss reconvened the meeting at 12:10 p.m.

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

With regard to Closed Session Items No. 10.1 and 10.2, direction was given to the City Attorneys office, no final action taken.

**ADJOURNMENT**

There being no further business, the City Council adjourned at 12:11 p.m.

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CORY C. MOSS  
MAYOR

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JULIE GUTIERREZ-ROBLES  
CITY CLERK

*CITY COUNCIL*


ITEM NO. 5.3



# CITY OF INDUSTRY

## MEMORANDUM

**To:** Honorable Mayor Moss and Members of the City Council

**From:** Joshua Nelson, City Manager 

**Staff:** Sam Pedroza, Assistant City Manager

**Date:** October 27, 2022

**SUBJECT:** Consideration of Resolution CC 2022-45, approving a donation to the Pacific Crest Youth Arts Organization, in the amount of \$5,000.00 for the Dr. Martin Rochford Memorial Scholarship

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### **Background:**

Pacific Crest Youth Arts Organization ("Pacific Crest") was founded in 1993 as a non-profit organization that provides educational and competitive performing arts programs that change the lives of young people in the greater Southern California region. Pacific Crest is one of North America's most respected performing arts programs, and reaches 3,900 students each year.

### **Discussion:**

Pacific Crest contacted the City for a donation to sponsor the Dr. Martin Rochford Memorial Scholarship. Dr. Rochford was Pacific Crest's founding Board President. The scholarship is awarded to six first-year performers who best embody the values of Pacific Crest. The scholarship is applied to their tuition if they return for a second season. The donation of \$5,000.00, along with other fundraising efforts, will assist Pacific Crest in providing resources to the community.

### **Fiscal Impact:**

In the Fiscal Year 2022/23 budget, \$456,000.00 was approved for Community Promotions and Economic Development. To date we have spent \$23,000. No appropriations are required at this time (Account No. 100-621-5601).

### **Recommendation:**

Staff recommends that the City Council adopt Resolution No. CC 2022-45.

### **Exhibit:**

A. Resolution No. CC 2022-45

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JN/SP:yp

**EXHIBIT A**

CC 2022-45

[Attached]

**RESOLUTION NO. CC 2022-45**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO PACIFIC CREST YOUTH ARTS ORGANIZATION, IN THE AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000.00) FOR THE DR. MARTIN ROCHFORD MEMORIAL SCHOLARSHIP**

**RECITALS**

**WHEREAS**, Pacific Crest Youth Arts Organization ("Pacific Crest") was founded in 1993 as a non-profit organization that provides educational and competitive performing arts programs in the greater Southern California region; and

**WHEREAS**, Pacific Crest is one of North America's most respected performing arts programs and reaches 3,900 students each year; and

**WHEREAS**, Pacific Crest requested a donation in the amount of Five Thousand Dollars (\$5,000.00) to sponsor the Dr. Martin Rochford Memorial Scholarship. This scholarship is awarded to six first-year performers who best embody the values of Pacific Crest, and the City desires to make the requested donation; and

**WHEREAS**, the City's donation serves a public purpose by contributing to Pacific Crest, which supports the community by providing art programs that change the lives of young people in the greater Southern California region, and prepare them for leadership in a fast-moving world; and

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

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:**

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

**SECTION 2:** The City's donation serves a public purpose by contributing to Pacific Crest, which supports the community by providing art programs that change the lives of young people in the greater Southern California region, and prepare them for leadership in a fast-moving world.

**SECTION 3:** The City Council hereby approves the donation of Five Thousand Dollars (\$5,000.00) to Pacific Crest Youth Arts Organization.

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

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

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

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on October 27, 2022, by the following vote:

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

\_\_\_\_\_  
Cory C. Moss, Mayor

**ATTEST:**

\_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk



*CITY COUNCIL*

ITEM NO. 5.4



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council

**FROM:** Joshua Nelson, City Manager *gn*

**STAFF:** Sam Pedroza, Assistant City Manager *SP*

**DATE:** October 27, 2022

**SUBJECT:** Consideration of Resolution CC 2022-43 approving a donation to the Land of the Free Foundation in the amount of \$25,000.00 for the Veterans Day Golf Classic Fundraiser

---

### **Background:**

The Land of the Free Foundation ("Foundation") was created by a group of veterans of the US Armed Forces to support past, present, and future members in various areas through their partnerships with charities that support programs that are established for military personnel. Those programs provide financial services to families, assistance in the transition to civilian life, mental and physical health programs, and educational and career resources.

### **Discussion:**

The Foundation has partnered with Pacific Palms Hotel and Conference Center to hold its annual Veterans Day Golf Classic fundraiser on November 11, 2022. This is the main fundraising event for the Foundation as many donate to participate in this event. The City has been a longtime supporter of this event, including staff participation in the golf tournament. The donation of \$25,000.00 will support the Foundation's efforts in providing financial assistance to charities that support military personnel and their families. In addition to its monetary donation, the City provides an in-kind donation of City Staff support services for the Veteran's Day Golf Classic, which is determined by City Staff's availability to assist with event planning, set up, supporting day-of activities, and event tear down. City staff is estimating that approximately 30 hours of support services will be donated.

### **Fiscal Impact:**

In the Fiscal Year 2022/2023 budget, \$456,00.00 was approved for Community Promotions and Economic Development. To date we have spent \$23,000.00. No appropriations are required at this time (Account No. 100-621-5601).

### **Recommendation:**

Staff recommends that City Council adopt Resolution CC 2022-43 approving a donation of \$25,000.00 to Land of the Free Foundation for the Veterans Day Golf Classic

Fundraiser.

**Exhibit:**

A. Resolution CC 2022-43

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JN/SP:yp

**EXHIBIT A**

Resolution CC 2022-43

[Attached]

**RESOLUTION NO. CC 2022-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE LAND OF THE FREE FOUNDATION IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR THE VETERANS DAY GOLF CLASSIC**

**RECITALS**

**WHEREAS**, the Land of the Free Foundation ("Foundation") was created by a group of veterans of the US Armed Forces to support past, present, and future members in various areas through their partnerships with charities that support programs that are established for military personnel; and

**WHEREAS**, those programs provide financial services to families, assistance in the transition to civilian life, mental and physical health programs, and educational and career resources; and

**WHEREAS**, the Foundation partners with Pacific Palms Hotel and Conference Center to host its annual Veterans Day Golf Classic which raises funds for the Foundation; and

**WHEREAS**, the Foundation requested a donation of \$25,000.00 to sponsor the Veterans Day Golf Classic on November 11, 2022; and

**WHEREAS**, in addition to its monetary donation, the City provides an in-kind donation of City Staff support services for the Veteran's Day Golf Classic, which is determined by City Staff's availability to assist with event planning, set up, supporting day-of activities, and event tear down. City staff is estimating that approximately 30 hours of support services will be donated; and

**WHEREAS**, the City's donation serves a public purpose in that the proceeds are used to support the Foundation's efforts in providing financial assistance to charities that support military personnel and their families through services that include career development, physical and mental health, and financial assistance to families; and

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

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

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

**SECTION 2.** The City's donation serves a public purpose in that the proceeds are used to provide support for various programs for military personnel which include career development, physical and mental health, and financial assistance to families.

**SECTION 3.** The City Council hereby approves the donation of Twenty-Five Thousand Dollars (\$25,000.00) to the Land of the Free Foundation, as well as an in-kind donation of 30 staff hours for support services.

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

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

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

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on October 27, 2022, by the following vote:

- |          |                  |
|----------|------------------|
| AYES:    | COUNCIL MEMBERS: |
| NOES:    | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |
| ABSENT:  | COUNCIL MEMBERS: |

\_\_\_\_\_  
Cory C. Moss, Mayor

**ATTEST:**

\_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

*CITY COUNCIL*

ITEM NO. 5.5






# CITY OF INDUSTRY

## MEMORANDUM

**To:** Honorable Mayor Moss and Members of the City Council

**From:** Joshua Nelson, City Manager 

**Staff:** Sam Pedroza, Assistant City Manager

**Date:** October 27, 2022

**SUBJECT:** Consideration of Resolution CC 2022-47, approving a donation to Alma Family Services, in the amount of \$2,000.00 for Distribution of Turkeys during the Holiday Season

---

### **Background:**

Alma Family Services (“Alma”) was established in 1975 in East Los Angeles by parents to provide, along with other purposes, a comprehensive range of multilingual community-based services for families including those with special needs. Since its inception Alma has a “whatever it takes” tradition of multilingual, culturally competent services to meet client’s needs in their homes and residential facilities, schools, social and vocational programs, juvenile facilities, and other settings as appropriate. In addition, Alma provides eight interdisciplinary mental health outpatient office locations serving all age ranges including those with substance abuse in the cities of Long Beach, Walnut, Pico Rivera, El Monte and East Los Angeles and which also serve adjacent communities. Alma also provides mental health services which are functionally integrated within community health facilities and domestic violence programs in the greater East Los Angeles and San Gabriel communities including The Wellness Center at the Historic General Hospital Center in Boyle Heights.

### **Discussion:**

Every year, Alma Family Services works with different organizations to provide turkeys during the Holiday season to those in need. This holiday season turkeys will be distributed at several Holiday Family Festivals to First District residents and their families in November. The donation of \$2,000.00, along with other fundraising efforts, will assist Alma Family Services in providing turkeys to the community during the holiday season.

### **Fiscal Impact:**

In the Fiscal Year 2022/23 budget, \$456,000.00 was approved for Community Promotions and Economic Development. To date we have spent \$23,000.00. No appropriations are required at this time (Account No. 100-621-5601).



**Recommendation:**

Staff recommends that the City Council adopt Resolution No. CC 2022-47.

**Exhibit:**

A. Resolution No. CC 2022-47

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JN/SP:yp

**EXHIBIT A**

CC 2022-47

[Attached]

**RESOLUTION NO. CC 2022-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO ALMA FAMILY SERVICES, IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000.00) FOR DISTRIBUTION OF TURKEYS DURING THE HOLIDAY SEASON**

**RECITALS**

**WHEREAS**, Alma Family Services (“Alma”) was established in 1975 in East Los Angeles by parents to provide, along with other purposes, a comprehensive range of multilingual community-based services for families including those with special needs; and

**WHEREAS**, Since its inception Alma has a “whatever it takes” tradition of multilingual, culturally competent services to meet client’s needs in their homes and residential facilities, schools, social and vocational programs, juvenile facilities, and other settings as appropriate. In addition, Alma provides eight interdisciplinary mental health outpatient office locations serving all age ranges including those with substance abuse in the cities of Long Beach, Walnut, Pico Rivera, El Monte and East Los Angeles and which also serve adjacent communities; and

**WHEREAS**, Alma requested a donation in the amount of Two Thousand Dollars (\$2,000.00) to sponsor their turkey distribution to families during the holiday season, and the City desires to make the requested donation; and

**WHEREAS**, the City’s donation serves a public purpose by contributing to Alma Family Services, which supports the community by providing a comprehensive range of multilingual community-based services for families including those with special needs; and

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

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:**

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

**SECTION 2:** The City’s donation serves a public purpose by contributing to Alma Family Services, which supports the community by providing a comprehensive range of multilingual community-based services for families including those with special needs.

**SECTION 3:** The City Council hereby approves the donation of Two Thousand Dollars (\$2,000.00) to Alma Family Services.

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

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

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

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on October 27, 2022, by the following vote:

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

---

Cory C. Moss, Mayor

**ATTEST:**

---

Julie Gutierrez-Robles, City Clerk

*CITY COUNCIL*

ITEM NO. 5.6



# CITY OF INDUSTRY

## MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager *JN*

STAFF: Yamini Pathak, Director of Finance *YP*

DATE: October 27, 2022

SUBJECT: **Consideration of Resolution No. CC 2022-46 - a Resolution of the City Council of the City of Industry, California, Rescinding Resolution No. CC 2022-22 Approved on June 9, 2022 and Adopting a Revised Fiscal Year 2022-2023 Appropriations Limit**

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### BACKGROUND

The appropriations limit is a State-mandated requirement for all cities that must be approved by the City Council prior to the start of the fiscal year. The appropriations limit sets the City's annual cap for spending tax proceeds for the fiscal year.

In accordance with the provisions set forth in Government Code Section 7910, 15 days prior to the meeting adopting the appropriations limit, documentation used in the determination of the appropriations limit and other necessary determinations must be made available to the public.

### DISCUSSION

The FY 2022-23 ("FY 23") appropriations limit was calculated by using the growth in the non-residential assessed valuation due to new construction and population growth adjustment factors within the City. The FY 23 combined growth rate was calculated at 7.140%, which increases the appropriations limit for the City to \$1,043,490,318. The public notice regarding the availability of documents related to the appropriations limit was posted to the City's bulletin board and website on May 16, 2022. Resolution CC 2022-22 was adopted during regular City Council meeting on June 9, 2022.

Upon reviewing the calculation for FY 23, it was noted that the combined growth rate used for non-residential assessed valuation due to new construction and population growth was miscalculated. Instead of 7.140% the adjusted growth rate should be 7.106%, resulting in a decrease of the appropriation limit by \$508,279 to \$1,042,982,039.

The appropriations limit calculation is attached to this Staff Report and was developed in accordance with the FY 23 Proposed Operating Budget. Based on the calculation and City's adopted budget levels, the City will be well under the cap for FY 23.

## **FISCAL IMPACT**

The new appropriations limit of \$1,042,982,039 will be established for FY 2022-23. There is no fiscal impact associated with this report.

## **RECOMMENDATION**

Staff recommends the City Council adopt Resolution No. CC 2022-46, approving the Appropriations Limit for FY 2022-23.

### Attachments:

1. Resolution CC 2022-46 – Resolution Revising the FY 23 Appropriations Limit
2. Exhibit A – Appropriations Limit Calculation

**RESOLUTION NO. CC 2022-46**

**CONSIDERATION OF RESOLUTION NO. CC 2022-46 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2022-22 APPROVED ON JUNE 9, 2022 AND ADOPTING A REVISED FISCAL YEAR 2022-2023 APPROPRIATIONS LIMIT**

**WHEREAS**, the appropriations limit is a State-mandated requirement for all cities, that must be approved by the City Council prior to the start of the fiscal year; and

**WHEREAS**, the appropriations limit sets the City's annual cap for spending tax proceeds for the fiscal year; and

**WHEREAS**, in accordance with the provisions set forth in Government Code Section 7910, 15 days prior to the meeting adopting the appropriations limit, documentation used in the determination of the appropriations limit and other necessary determinations must be made available to the public; and

**WHEREAS**, the City posted its public notice regarding the availability of documents related to the appropriations limit calculation to the City's bulletin board and website on May 16, 2022; and

**WHEREAS**, the Appropriations Limit was developed in accordance with the FY 2022-23 ("FY 23") Proposed Operating Budget; and

**WHEREAS**, the FY 23 Appropriations Limit was calculated by using the growth in the non-residential assessed valuation due to new construction and population growth adjustment factors within the City. The FY 23 combined growth rate was calculated at 7.140%.

**WHEREAS**, upon reviewing the calculation for FY 23, it was noted that the combined growth rate used for non-residential assessed valuation due to new construction and population growth was miscalculated. Instead of 7.140% the adjusted growth rate should be 7.106%, resulting in a decrease of the appropriation limit by \$508,279 to \$1,042,982,039.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, 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 appropriations limit of the City of Industry for the 2022-23 Fiscal Year is hereby approved and established at \$1,042,982,039 pursuant to Article XIII B of the California Constitution.

**Section 3.** the FY 23 Appropriations Limit was calculated by using the growth in the non-residential assessed valuation due to new construction and population growth adjustment factors within the City. The FY 23 combined revised growth rate was calculated at 7.106%.

**Section 4.** The provisions of this resolution are severable and if any provision, clause, sentence, word or part there for 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.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on October 27, 2022 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

\_\_\_\_\_  
Cory C. Moss, Mayor

**ATTEST:**

\_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

EXHIBIT A

ANNUAL APPROPRIATIONS LIMIT CALCULATION  
FOR FISCAL YEAR 2022-23

Inflation Factor (Selected higher of the following):				
Growth in the California per capita personal income	7.55%	State Department of Finance	1.0755 Factor	
Growth in the non-residential assessed valuation due to new construction within the City	7.59%	HDL Coren & Cone	1.0759 Factor	<b>Selected for Calculation</b>
Population Factor (Selected lower of the following):				
City	-0.45%	State Department of Finance	.9955 Factor	<b>Selected for Calculation</b>
County	-0.71%	State Department of Finance		

Annual Limits Calculation:

Appropriations Limit for Fiscal Year 2021-22: \$ 973,786,294 (A)

Adjustment Factors For Fiscal Year 2022-23:

Inflation Factor (B)    Population Factor (C)

1.07590                      0.99550

Combined Factor (B times C)

1.07106    0.07106                      (D)

Adjustment for Inflation & Population (A times D): \$ 69,195,745

Appropriation Limit for Fiscal Year 2022-23: \$ 1,042,982,039

*CITY COUNCIL*


ITEM NO. 5.7



# CITY OF INDUSTRY

## MEMORANDUM

**To:** Honorable Mayor Moss and Members of the City Council

**From:** Joshua Nelson, City Manager 

**Staff:** Bing Hyun, Assistant City Manager

**Date:** October 27, 2022

**SUBJECT:** Consideration of Amendment No. 2 to the License Agreement with Pacific Crest Youth Arts Organization, for Access to Assessor's Parcel Number 8264-004-908, located at 1123 South Hatcher Avenue

---

### **Background:**

Pacific Crest Youth Arts Organization ("Pacific Crest") was founded in 1993 as a non-profit organization that provides educational and competitive performing arts programs in the greater Southern California region. Pacific Crest has performed at the 2021 Holiday Tree Lighting Ceremony, live stream fundraisers benefiting the La Puente Outreach Food Pantry and Delhaven Community Center, and the Industry Hills Charity Pro Rodeo.

On October 24, 2019, the City Council approved a License Agreement ("Agreement") with Pacific Crest for the use of a portion of the property located at 1123 South Hatcher Avenue, as a storage area for supplies, props, set pieces, vehicles, and various equipment for their programs. On or about November 1, 2020, the City Manager granted an extension to the Agreement extending the term through November 1, 2021. On October 28, 2021, Amendment No. 1 was approved to extend the agreement through November 1, 2022.

### **Discussion:**

Pacific Crest wishes to extend the term of the Agreement, which expires on November 1, 2022. The proposed Amendment No. 2 will extend the term through November 1, 2023.

### **Fiscal Impact:**

Given Pacific Crest is a non-profit organization, Amendment No. 2 does not change the \$1.00 per year payment set forth in the Agreement.

### **Recommendation:**

Staff recommends that the City Council approve Amendment No. 2 to the License Agreement with Pacific Crest Youth Arts Organization, dated October 27, 2022.

**Exhibit:**

A. Amendment No. 2 to the License Agreement with Pacific Crest Youth Arts Organization, dated October 27, 2022

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JN/BH:yp

**EXHIBIT A**

Amendment No. 1 to the License Agreement with Pacific Crest Youth Arts Organization,  
dated October 28, 2022

[Attached]

**AMENDMENT NO. 2  
TO THE LICENSE AGREEMENT**

This Amendment No. 2 to the License Agreement (“**Agreement**”), is made and entered into this 27th day of October 2022, by and between the City of Industry, a California public body, corporate, and politic (“**Licensor/City**”) and Pacific Crest Youth Arts Organization, a California non-profit corporation (“**Licensee**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

**RECITALS**

**WHEREAS**, on or about October 24, 2019, the Agreement was entered into and executed between the Licensor and Licensee, to allow Licensee to use a portion of City owned property located 1123 S. Hatcher Avenue, City of Industry, CA 91748 (APN 8264-004-908), (“**Premises**”); and

**WHEREAS**, on or about November 1, 2020, the City Manager granted an extension to the Agreement extending the term through November 1, 2021; and

**WHEREAS**, pursuant to the terms of the Agreement, the License terminates on November 1, 2022, however the Parties desire to allow the Licensee to continue utilizing the Property; and

**WHEREAS**, the Parties desire to amend the Agreement to extend the term to November 1, 2023; and

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

**AMENDMENT**

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

**Section 9. Term, Termination and Remedies.**

The first sentence of Section 9 is hereby revised to read in its entirety as follows:

The License shall commence as of the Effective Date of this Agreement and shall automatically terminate on **November 1, 2023**.

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

**“LICENSOR”  
CITY OF INDUSTRY**

**“LICENSEE”  
PACIFIC CREST YOUTH ARTS  
ORGANIZATION**

By: \_\_\_\_\_  
Joshua Nelson, City Manager

By: \_\_\_\_\_  
Stuart Pompel, CEO

ATTEST:

\_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James M. Casso, City Attorney



*CITY COUNCIL*

ITEM NO. 5.8



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council  
**FROM:** Joshua Nelson, City Manager *gn*  
**STAFF:** Mathew Hudson, Engineering Manager; James Cramsie, Director of Engineering, CNC Engineering  
**DATE:** October 27, 2022  
**SUBJECT:** Consideration of Amendment No. 1 to the Professional Services Agreement with WKE, Inc., for structural engineering services on the Grand Avenue Bridge over San Jose Creek project, extending the term through June 30, 2024, revising the rate schedule, and increasing compensation by \$10,000.00

---

### BACKGROUND

On August 23, 2018, the City Council approved a Professional Service Agreement ("Agreement") with WKE, Inc. ("WKE") in the amount of \$175,000.00 for the Grand Avenue Bridge over San Jose Creek. The scope of work entails widening of the Grand Avenue bridge over the San Jose Creek by approximately 18 feet. The existing bridge will be evaluated for seismic performance and be retrofitted, as required. The widening of the bridge and the approach roadway is required for operational improvements on Grand Avenue and to meet future traffic demands.

On August 26, 2021, the City Council approved Amendment No. 1 to the Agreement extending the term through August 26, 2022 as the design was ongoing. Additionally, the rate schedule was updated to reflect WKE's current rates, language was added requiring indemnity specific to independent contractors, and the addresses for the City, City Attorney's office, and WKE were also updated.

### DISCUSSION

The Agreement expired on August 26, 2022, and it is necessary to extend the Agreement through June 30, 2024, to allow WKE to continue providing design services and construction support when the project is awarded. Additionally, it is necessary to update the rate schedule to reflect WKE's current rates along with a companion increase in compensation by \$10,000.00 due to increased rates and project delays. Currently, plans and specifications are near 65 percent after the first round of Los Angeles County Public Works plan check and final plans should be completed in 2023.

### FISCAL IMPACT

The fiscal impact associated with Amendment No. 2 is \$10,000.00. In the adopted FY 2022-2023 Capital Improvement Project budget, \$120,000.00 is approved for this work and no appropriations are required (Account No. 120-705-5130) (MP 99-31 #54).

## RECOMMENDATION

Staff recommends the City Council approve Amendment No. 2 to the Agreement with WKE, Inc.

---

### Attachments

A. Amendment No. 2 to the Professional Services Agreement with WKE, Inc., dated October 27, 2022

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT WITH WKE, INC.**

This Amendment No. 2 to the Professional Services Agreement (“Agreement”) is made and entered into this 27th day of October 2022, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and WKE, Inc., a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about August 23, 2018, the Agreement was entered into and executed between the City and Consultant to provide general engineering design services for the Grand Avenue Bridge Widening over San Jose Creek Project; and

**WHEREAS**, on or about August 26, 2021, the Agreement was amended to extend the Agreement through August 26, 2022 to allow Consultant to continue providing engineering design services and amend the rate schedule in its entirety to reflect Consultant’s current rates. Additionally, it was necessary to comply with best practices and revise the indemnity provisions specific to independent contractors, as well as update the addresses for the City Attorney, the City, and the Consultant; and

**WHEREAS**, the Agreement expired on August 26, 2022, and an extension is needed through June 30, 2024 to allow Consultant to continue providing engineering design services, amend the rate schedule in its entirety to reflect Consultant’s current rates along with a companion increase in compensation by \$10,000.00 due to increased rates and project delays; and

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

**AMENDMENT**

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

**1. TERM**

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

This Agreement shall commence on August 27, 2022, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

**4. PAYMENT**

The second sentence of Section 4 (a) is amended as follows:

This amount shall not exceed One Hundred Eighty Five Thousand Dollars (\$185,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this

Agreement.

**Exhibit B, Rate Schedule**

The Rate Schedule is hereby rescinded in its entirety and replaced with the rates set forth in Attachment No. 1 attached hereto, and incorporated herein by reference.

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

**“CITY”**  
City of Industry

**“CONSULTANT”**  
WKE, Inc.

By: \_\_\_\_\_  
Joshua Nelson, City Manager

By: \_\_\_\_\_  
Wei Koo, President

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, City Attorney

**ATTACHMENT 1**

**EXHIBIT B**

**Rate Schedule**

<b>Classification</b>	<b>Hourly Rate</b>
Project Manager	\$294.00
Senior Engineer	\$223.00
Project Engineer	\$152.00
Assistant Engineer	\$112.00
CADD	\$143.00

**EXHIBIT A TO AMENDMENT NO. 2**  
**PROFESSIONAL SERVICES AGREEMENT WITH WKE INC. DATED AUGUST 23,**  
**2018**

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of August 23<sup>rd</sup>, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and WKE, Inc., a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

#### RECITALS

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

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

#### 1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 23, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

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

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

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

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this



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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Seventy-Five Thousand dollars (\$175,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

## **5. LABOR CODE AND PREVAILING WAGES**

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

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

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

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

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

## **6. SUSPENSION OR TERMINATION OF AGREEMENT**

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

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

## **7. OWNERSHIP OF DOCUMENTS**

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

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

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

## **8. INDEMNIFICATION**

### **(a) Indemnity for professional liability**

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

### **(b) Indemnity for other than professional liability**

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

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

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

**9. INSURANCE**

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

**10. INDEPENDENT CONSULTANT**

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

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

**11. LEGAL RESPONSIBILITIES**

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

**12. UNDUE INFLUENCE**

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

**13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

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

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

**14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

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

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

Attention: City Manager

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

To Consultant:

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**16. ASSIGNMENT**

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

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

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

**17. GOVERNING LAW/ATTORNEYS' FEES**

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

**18. ENTIRE AGREEMENT**

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

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

**19. SEVERABILITY**

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

**20. COUNTERPARTS**

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

**21. CAPTIONS**

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

**22. WAIVER**

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

**23. REMEDIES**

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

**24. AUTHORITY TO EXECUTE THIS AGREEMENT**

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



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

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

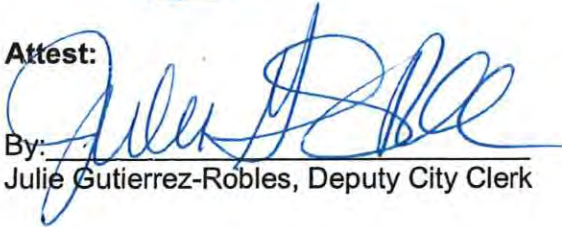
**"CITY"**  
**City of Industry**

By:   
Troy Helling, Acting City Manager

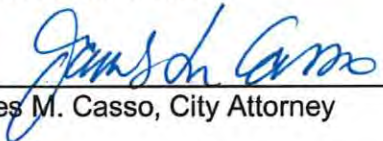
**"CONSULTANT"**  
WKE, Inc.

By:   
Wei Koo, President

**Attest:**

  
By: Julie Gutierrez-Robles, Deputy City Clerk

**Approved as to form:**

By:   
James M. Casso, City Attorney

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

## EXHIBIT A

### SCOPE OF SERVICES

#### **1- BRIDGE GENERAL PLANS/ STRUCTURE TYPE SELECTION**

The consultant will prepare the bridge general plans to reflect all the geometric, utility, foundation and bridge design changes. The bridge general plan will follow Caltrans Office of Special Funded Project Branch Information & Procedure Guide Section 4-2 "Structure Type Selection". Bridge General Plans will be based on the bridge site data such as roadway geometry, utility and drainage design. Those data will be supplied by the City. It is assumed that roadway designers will provide completed electronic format (AutoCAD) to the bridge engineers. Detailed falsework clearance calculations will be prepared by the bridge engineers to verify the proposed overhead clearance of all bridge constructions that require concrete construction on falsework. Design will follow the Caltrans LRFD Bridge Design Specification.

The existing bridge may require seismic retrofitting measures due to the proposed outside widening. We will investigate the seismic safety and structural integrity of the existing structure follows the latest direction from Caltrans on "sliver" widening and may recommend additional measure to the design of the widening to strengthen the existing structures.

Preliminary seismic analysis will be performed during the Bridge Type Selection Phase. The purpose of the seismic analysis is to confirm the structure dimension and foundation type, size and locations. Seismic analysis will be based on the preliminary geotechnical design memo produced by the project geotechnical engineer. The analysis would include dynamic analysis based on the proposed ARS curve per SDC 1.7 and estimated foundation stiffness. The analysis will determine elastic seismic displacement of the proposed structure.

The proposed structure will span over San Jose Creek, an improved concrete channel owned by maintained by Los Angeles Flood Control District. As the design of the widening is not expected to reduce the amount of the freeboard, it is assumed no additional hydraulic analysis would be required.

Bridge Type Selection Report will be prepared that contains the material as required under Caltrans Information and Procedure Guide 4-2. We will also prepare General Plan Estimates for all the structure alternatives that have been studied during the Type Selection process and will confirm the proposed foundation design following foundation recommendations contained in the Preliminary and Final Foundation Report to be supplied by the City.

#### **Deliverables**

- Bridge General Plans
- Bridge Type Selection Report

- GP Estimates

## 2- UNCHECKED DETAILS SUBMITTAL

The bridge design will have prepared in accordance with the codes and standards of Caltrans. The following list summarizes the key design components of the structural improvements for the proposed bridge widening and reconstruction.

1. All plans and calculations will be prepared in English Imperial units.
2. Seismic analysis will follow the procedures as outlined in Caltrans SDC and chapter 20 of the Caltrans Memo to Designers. Effect of the combined structures will be analyzed, and additional retrofit requirement in addition to the bridge widening will be evaluated.
3. Bridge structures will be designed following the latest Caltrans Seismic Design Criteria (SDC 1.7).
4. Because the bridge widening would involve a partial removal of the existing bridge overhang with raised walkway, structure will be designed with the properly coordinated construction sequence and staging plans. Construction joints will be placed and specified on the plans to indicate location of splices.
5. The bridge may require a new utility opening to accommodate a future utility line. Utility relocation will be referenced in the bridge plans.

The Unchecked Details and Specifications will be submitted to the City of Industry (City) and County of Los Angeles (County) for review comments.

### Deliverables

Preliminary Estimates

Draft Structure Special Provisions

65% Unchecked Detail Plans. The list of plans is shown below:

Sheet Title	No. of Sheets	Comments
Bridge General Plan	1	
Seismic Retrofit Strategy General Plan	1	(if required)
Foundation Plans	1	
Grid Grades/ Deck Contour Plans	1	
Abutment 1 and 2 Layout and Sections	2	
Abutment Details/ Wing Wall Details	1	
Abutment Retrofit Details	1	(if required)
Girder Layout Sections	1	
Girder Sections and Details	1	
Girder profiles and prestressing Details	1	
Barrier Rail and Lighting Details	1	
Miscellaneous Details	1	
Log of Test Borings	1	
Bridge (Widening)	12	
Seismic Retrofit	2	

### **3. INITIAL STRUCTURE PLANS**

The consultant will follow the Caltrans practice and the plans will be checked independently by a registered engineer. The intent is to swap between the designers and checkers in order to maintain objectivity of the independent checking process. Differences in the calculations will be reconciled first before the Initial Plans will be submitted to Caltrans for review and approval.

The consultant will prepare a final quantity takeoff. The based on the standard Item List developed in accordance with the Caltrans Standard Specification and Standard Special Provisions. Designer quantity take-offs will be compared with the independent quantity takeoffs following the completion of unchecked Details Plans. The consultant will also prepare a complete set of independent quantity check calculations of all structural components. The quantities will be compared with the designers quantity takeoffs, and all structure bid items will be checked in accordance with Caltrans Bridge Design Aids Section 11 "Estimating".

Suggested Work Days schedules will be prepared for the individual structures, as well as for the group of structures to be advertised and constructed in single phase. The 2018 Caltrans Standard Specification will be the basis of the project specification. We will develop a project specification using the Caltrans Standard Special Provisions (SSP) format.

The consultant will submit the Initial Structure Plans to the County and the City for review and approval. This stage of the submittal will include the followings:

- Bridge Plans,
- Standard Special Provisions
- Quantity and Initial Engineers estimates

#### **Deliverables**

- 90% Plans, Special Provisions and Estimates
- Design Calculations
- Check Calculations
- Check Detail Comments and Resolutions

### **4. FINAL PS&E SUBMITTAL**

The final approval submittal will implement the design corrections as noted in the agency's review and the consultant's response comments. The consultant will also produce our final Engineers Estimates as part of the final PS&E Submittal. The consultant will also prepare the final RE pending files in accordance with Caltrans OSFP I&P Guides.

All structure plans will be submitted to Caltrans both in hardcopy format, and electronic format. All plans will be prepared in DGN formats following Caltrans

structure CAD preparation guidelines. RE pending files will be prepared in accordance with Caltrans MTD requirement, including the quantity summary sheets, MR calculations, final approved foundation report, 1=50 scale deck contour sheets, and construction notes to RE.

### **Deliverables**

- Final 100% PS&E Submittal
- PE Pending Files

### **5. POST DESIGN SERVICES**

The consultant Team will conduct post design services (PDS) during the construction of the structures. The post design services include the following activities:

1. Attend pre-construction meeting
2. Respond to Request for Information (RFI) generated by the Construction Manager
3. Review prestressing reinforcement and joint seal assembly shop drawings
4. Produce As-Built plans

EXHIBIT B

RATE SCHEDULE

Project Manager	\$275.92
Senior Engineer	\$209.55
Project Engineer	\$124.24
Assistant Engineer	\$88.29
CAD	\$95.01

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

*CITY COUNCIL*

ITEM NO. 5.9



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council  
**FROM:** Joshua Nelson, City Manager *gn*  
**STAFF:** Mathew Hudson, Engineering Manager; James Cramsie, Director of Engineering, CNC Engineering  
**DATE:** October 27, 2022  
**SUBJECT:** Consideration of authorization to advertise for public bids for Contract No. CITY-1442, Nelson Avenue Intersection Improvements at Puente Avenue and Sunset Avenue, for an estimated cost of \$5,400,000.00 (MP 12-16)

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### BACKGROUND

Plans and specifications for the intersection widening project for Nelson Avenue at Puente Avenue and Sunset Avenue have been completed. This includes two design projects of intersection widenings at Puente Avenue and Sunset Avenue that will be administered as one construction project under Agreement No. City-1442, subject to the approval by the City Council. The design of the intersection at Sunset Avenue was completed by JMDiaz while the design at Puente Avenue was completed by Willdan Engineering.

### DISCUSSION

The improvements at the two subject intersections include widening of the four curb returns at each intersection, the addition of eastbound to southbound right turn lanes, new traffic signals, concrete pavement, curb & gutter, sidewalk, ADA compliant curb ramps and upgraded catch basins. Landscape and irrigation improvements are included as part of this project for both intersections. The existing street light system is being upgraded, including addition of new streetlights.

### FISCAL IMPACT

The estimated cost for this project is \$5,400,000.00.

### RECOMMENDATION

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

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### Attachments

- A. Notice Inviting Bids
- B. Engineers Estimate
- C. Section A Pages A 1 through A 8

## D. Reduced Set of Project Plans

**FOR PUBLICATION**

**NOTICE INVITING BIDS FOR:**

**CITY OF INDUSTRY  
PROJECT NO. 442**

**NELSON AVENUE INTERSECTION IMPROVEMENTS AT PUENTE AVENUE AND SUNSET  
AVENUE**

CONTRACT NO. CITY-1442

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **10:00 A.M. on December 15, 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 **CITY** reserves the right to award the contract to the contractor with another license class if the **CITY** determines that the license class is proper for the proposed work.

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

(Continued)

The Scope of Work is as follows: Widening intersection curb returns, addition of eastbound to southbound right turn lanes, new traffic signals, new concrete pavement, curb & gutter and sidewalk, ADA compliant curb ramps, new catch basin, new driveway, landscape and irrigation improvements. New streetlights.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **November 29, 2022 at 5:00 P.M.**

**CITY OF INDUSTRY  
PROJECT NO. 442**

**NELSON AVENUE INTERSECTION IMPROVEMENTS AT PUENTE AVENUE AND SUNSET  
AVENUE**

CONTRACT NO. CITY-1442

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

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

By the order of the **CITY OF INDUSTRY** dated **October 27, 2022**.

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Julie Gutierrez-Robles, City Clerk

ESTIMATE FOR:

**CITY OF INDUSTRY**

**PROJECT NO. 442**

NELSON AVENUE INTERSECTION IMPROVEMENTS AT PUENTE AVENUE  
AND SUNSET AVENUE

CONTRACT NO. CITY-1442

ENGINEER'S ESTIMATE  
\$5,400,000.00



## SECTION A

**CITY OF INDUSTRY  
PROJECT NO. 442**NELSON AVENUE INTERSECTION IMPROVEMENTS AT PUENTE AVENUE AND  
SUNSET AVENUE

CONTRACT NO. CITY-1442

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **10:00 A.M.** on **December 15, 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 **CITY** reserves the right to award the contract to the contractor with another license class if the **CITY** determines that the license class is proper for the proposed work.

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

The Scope of Work is as follows: Widening intersection curb returns, addition of eastbound to southbound right turn lanes, new traffic signals, new concrete pavement, curb & gutter and sidewalk, ADA compliant curb ramps, new catch basin, new driveway, landscape and irrigation improvements. New streetlights.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **November 29, 2022 at 5:00 P.M.**

The bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **CITY OF INDUSTRY**. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the CITY. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited. If the bid guarantee is a Cashier's Check it must be delivered to City Hall prior to the bid opening date and time. The Cashier's Check shall be sealed in an envelope, endorsed as follows: CITY-1442 - NELSON AVENUE INTERSECTION IMPROVEMENTS AT PUENTE AVENUE AND SUNSET AVENUE, City of Industry City Hall, 15625 Mayor Dave Way, City of Industry, California 91744. If a bid bond is chosen, a scanned PDF will be accepted through PlanetBids™, however, the three apparent low bidders will be contacted to submit the original bid bond and signed bid package to the City and will be given a deadline to submit.

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

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

## **CONTRACTOR**

### **INSURANCE**

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

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

Contractor shall provide the following types and amounts of insurance:

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

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

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

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

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

**Workers' Compensation Insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

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

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

Other provisions or requirements:

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

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

**Primary/Noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the

City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXPERIENCE AND SAFETY

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

## PREVAILING WAGES

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

## CONTRACTOR REGISTRATION PROGRAM

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

## LABOR COMPLIANCE MONITORING AND ENFORCEMENT

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

## AGREEMENT

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

## SURETY BONDS

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

By the order of the **CITY OF INDUSTRY** dated **October 27, 2022**.

---

Julie Gutierrez-Robles, City Clerk



# CITY OF INDUSTRY IMPROVEMENT PROJECT NO. 442

## NELSON AVENUE INTERSECTION IMPROVEMENTS AT PUENTE AVENUE AND SUNSET AVENUE CONTRACT No. CITY-1442

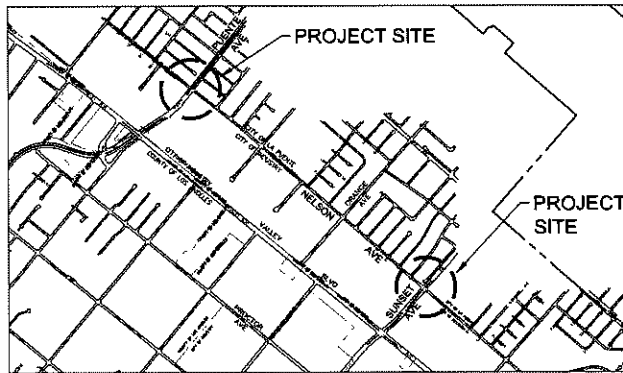


TABLE OF DRAWINGS

CONTRACT DRAWING NO.	SHEET NO.	DESCRIPTION
1 OF 27	1 OF 1	PROJECT TITLE SHEET, TABLE OF DRAWINGS
<b>DRAWING PACKAGE 1 - NELSON AVENUE AND PUENTE AVENUE WIDENING IMPROVEMENTS</b>		
2 OF 27	1 OF 11	TITLE SHEET FOR PACKAGE 1
3-4 OF 27	2-3 OF 11	TYPICAL SECTIONS AND DETAILS
5-6 OF 27	4-5 OF 11	STREET WIDENING PLAN AND PROFILE
7 OF 27	6 OF 11	CONCRETE INTERSECTION PAVEMENT PLAN
8 OF 27	7 OF 11	SIGNING AND STRIPING PLAN
9 OF 27	8 OF 11	TRAFFIC SIGNAL MODIFICATION PLAN
10 OF 27	9A OF 11	STREET LIGHTING PLAN
11 OF 27	9B OF 11	STREET LIGHTING PLAN
12 OF 27	10 OF 11	IRRIGATION MODIFICATION PLAN
13 OF 27	11 OF 11	PLANTING MODIFICATION PLAN
<b>DRAWING PACKAGE 2 - NELSON AVENUE AND SUNSET AVENUE WIDENING IMPROVEMENTS</b>		
14 OF 27	1 OF 9	TITLE SHEET FOR PACKAGE 2
15 OF 27	2 OF 9	TYPICAL SECTION AND NOTES
16 OF 27	3 OF 9	DETAIL SHEET
17 OF 27	4 OF 9	DEMOLITION PLAN
18-19 OF 27	5-6 OF 9	PLAN AND PROFILE
20 OF 27	7 OF 9	INTERSECTION GRID
21 OF 27	8 OF 9	TRAFFIC SIGNAL PLAN
22 OF 27	9 OF 9	SIGNING AND STRIPING
<b>DRAWING PACKAGE 3 - STREET LIGHTING PLANS AT NELSON AVENUE AND SUNSET AVENUE</b>		
23 OF 27	1 OF 4	TITLE SHEET FOR PACKAGE 3
24 OF 27	2A OF 4	STREET LIGHTING PLAN
25 OF 27	2B OF 4	STREET LIGHTING PLAN
26 OF 27	3 OF 4	IRRIGATION MODIFICATION PLAN
27 OF 27	4 OF 4	PLANTING MODIFICATION PLAN

VICINITY MAP  
NOT TO SCALE

NO.	DATE	REVISION	OR BY



**CITY OF INDUSTRY**  
 INCORPORATED JUNE 16, 1967  
 P.O. Box 3366, City of Industry, California 91744  
 Administrative Offices: 15025 Meyer Drive Way  
 (909) 333-2211



Prepared by:  
**ACNC**  
 ENGINEERING  
 256 N. Hollywood Blvd | Ste. 222  
 City of Industry, CA 91744  
 P: 626.233.6206  
 www.acnc-eng.com

JAMES R. ORNDORFF, P.E. 05765      DATE

<b>CITY OF INDUSTRY</b>	
APPROVED BY:	DATE:
<b>NELSON AVENUE INTERSECTION IMPROVEMENTS AT PUENTE AVENUE AND SUNSET AVENUE</b>	
<b>CONTRACT TITLE SHEET</b>	
CONTRACT CITY-1442	SHEET 1 OF 1
CITY-1442 CONTRACT DRAWING NO. 1 OF 27	

15025 MEYER DRIVE WAY, CITY OF INDUSTRY, CALIFORNIA 91744  
 626.233.6206  
 WWW.ACNC-ENG.COM

CONTRACT CITY-1442

**GENERAL NOTES:**

- UNLESS OTHERWISE NOTED, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CURRENT EDITION WITH ALL CURRENT SUPPLEMENTS, PUBLISHED BY BUILDING NEWS INC., LOCATED AT 800 PARK CENTER DRIVE, SUITE E, WEST CA AND APPROPRIATE STANDARD DRAWINGS.
- PRIOR TO BEGINNING ANY WORK, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE CITY OF INDUSTRY, 15625 E. STAFFORD STREET, SUITE 100, CITY OF INDUSTRY, CA 91744, (626) 333-2211, FROM THE CITY OF LA PUENTE, LOCATED AT 15806 E. MAIN STREET, LA PUENTE, CA 91744.
- ALL WORK COVERED BY THIS PLAN SHALL BE INSPECTED BY THE CITY ENGINEER. REQUEST FOR INSPECTION SERVICE SHALL BE MADE 24-HOURS IN ADVANCE AT (626) 333-0336.
- STREET IMPROVEMENT CONSTRUCTION SHALL BE DONE ACCORDING TO THE STANDARD PLANS OF THE CITY OF INDUSTRY, AVAILABLE AT THE OFFICE OF THE CITY ENGINEER AT 15625 E. STAFFORD STREET, SUITE 100, CITY OF INDUSTRY, CA 91744.
- WORK IN EXISTING STREETS SHALL BE COMPLETED AS SOON AS POSSIBLE TO MINIMIZE INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND THE TRAVELING PUBLIC. FAILURE TO COMPLY WITH THIS REQUIREMENT IS A VIOLATION OF CITY ORDINANCE.
- THE CONTRACTOR SHALL NOTIFY THE LOS ANGELES COUNTY FIRE DEPARTMENT (626) 983-2417 AND THE LOS ANGELES SHERIFF DEPARTMENT (626) 330-3302 AT THE CITY OF INDUSTRY SUBSTATION AT LEAST 48-HOURS PRIOR TO THE START OF WORK.
- 48-HOURS PRIOR TO ANY STREET WORK, THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT AT (800) 422-4133 AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- ALL UTILITY TRENCHES IN PUBLIC STREETS SHALL BE BACKFILLED WITH A CLEAN GRANULAR MATERIAL, HAVING A MINIMUM SAND EQUIVALENT OF 30. BACKFILL SHALL BE COMPACTED TO A MINIMUM RELATIVE DENSITY OF 90 PERCENT.
- THE OPTION OF USING SLAG OR CRUSHED MISCELLANEOUS BASE (CMB) IN LIEU OF CRUIERED AGGREGATE BASE FOR ANY STREET IMPROVEMENT IS NOT ALLOWED UNLESS OTHERWISE SPECIFIED.
- EXISTING CONCRETE IMPROVEMENTS AND ASPHALT CONCRETE PAVEMENT SHALL BE SAW CUT, FULL DEPTH, TO A TRUE LINE WHERE NEW CONCRETE OR ASPHALT IS TO JOIN.
- ALL MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE IN ACCORDANCE WITH SECTION 301-1.8 OF THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION.
- THE CONTRACTOR SHALL PROTECT AND RESTORE EXISTING UTILITIES AND IMPROVEMENTS AS PER SECTION 5-11, 5-12, 5-12.1, 5-12.2, 5-12.3, 5-12.4, 5-12.5, 5-12.6, 5-12.7, 5-12.8, 5-12.9, 5-12.10, 5-12.11, 5-12.12, 5-12.13, 5-12.14, 5-12.15, 5-12.16, 5-12.17, 5-12.18, 5-12.19, 5-12.20, 5-12.21, 5-12.22, 5-12.23, 5-12.24, 5-12.25, 5-12.26, 5-12.27, 5-12.28, 5-12.29, 5-12.30, 5-12.31, 5-12.32, 5-12.33, 5-12.34, 5-12.35, 5-12.36, 5-12.37, 5-12.38, 5-12.39, 5-12.40, 5-12.41, 5-12.42, 5-12.43, 5-12.44, 5-12.45, 5-12.46, 5-12.47, 5-12.48, 5-12.49, 5-12.50, 5-12.51, 5-12.52, 5-12.53, 5-12.54, 5-12.55, 5-12.56, 5-12.57, 5-12.58, 5-12.59, 5-12.60, 5-12.61, 5-12.62, 5-12.63, 5-12.64, 5-12.65, 5-12.66, 5-12.67, 5-12.68, 5-12.69, 5-12.70, 5-12.71, 5-12.72, 5-12.73, 5-12.74, 5-12.75, 5-12.76, 5-12.77, 5-12.78, 5-12.79, 5-12.80, 5-12.81, 5-12.82, 5-12.83, 5-12.84, 5-12.85, 5-12.86, 5-12.87, 5-12.88, 5-12.89, 5-12.90, 5-12.91, 5-12.92, 5-12.93, 5-12.94, 5-12.95, 5-12.96, 5-12.97, 5-12.98, 5-12.99, 5-13.00.
- 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 PROCEEDING OF THIS 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. JERRY ABDELWAHED VERIZON COMMUNICATION CO.	(626) 489-8369 (714) 558-3349	MR. DANIEL SCHWARTZ SPECTRUM	(951) 430-3322
MR. GABRIEL DIAZ-LEA SO. CALIFORNIA GAS CO. (DISTRIBUTION)	(714) 824-9271 (909) 336-7751	MR. BH LIAW FRONTIER	(951) 724-8736
MR. JOE ZAMLA SO. CALIFORNIA Edison	(909) 992-3729		
MR. JOHN GOMEZ SANITATION DISTRICT OF LOS ANGELES COUNTY	(562) 899-7411		
MR. LUIS MONTEVEDRO SAN GABRIEL VALLEY WATER CO	(626) 448-8183		
MR. RYAN LOPEZ SO CAL GAS - INDUSTRY	(714) 634-5067		
MR. GEORGE ELLIS LA COUNTY DEPT OF PUBLIC WORKS - ROADWAYS	(626) 458-1700		
MR. GEORGE ALVAREZ CHARTER COMMUNICATIONS	(626) 402-3335 (626) 208-0091		
- ANY CONTRACTOR OR SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.

# CITY OF INDUSTRY IMPROVEMENT PROJECT NO. 442

## NELSON AVENUE AND PUENTE AVENUE INTERSECTION WIDENING CONTRACT NO. CITY-1442



**INDEX OF SHEETS**

SHEET NO.	DESCRIPTION
1	TITLE SHEET, GENERAL NOTES, CONSTRUCTION NOTES, INDEX OF SHEETS, NOTICE TO CONTRACTOR, LEGEND, AND VICINITY MAP
2-3	TYPICAL SECTIONS AND DETAILS
4-5	STREET WIDENING PLAN AND PROFILE
6	CONCRETE INTERSECTION PAVEMENT PLAN
7	SIGNING AND STRIPING PLAN
8	TRAFFIC SIGNAL MODIFICATION PLAN
9	STREET LIGHTING PLAN
10	IRRIGATION MODIFICATION PLAN
11	PLANTING MODIFICATION PLAN

**LEGEND**

⊕	EXIST. POWER POLE	C&G	CLUB AND CUTTER
⊙	EXIST. TEL. POLE	CB	CATCH BASIN
—	EXIST. SIGN	AC	ASPHALT CONCRETE
□	EXIST. MAIL BOX	TW	TOP OF WALL
⊕	EXIST. CATCH BASIN	BN	BACK OF WALK
⊕	EXIST. FIRE HYDRANT	FS	FINISH SURFACE
⊕	EXIST. WATER VALVE	TF	TOP OF FOOTING
⊕	EXIST. TELEPHONE MANHOLE	EG	EXISTING GROUND ON EXISTING GRADE
⊕	EXIST. SEWER MANHOLE	PC	PORTLAND CEMENT CONCRETE
⊕	EXIST. DRAIN MANHOLE	PCG	RELATIVE COMPACTON
⊕	EXIST. TRAFFIC SIGNAL	RC	RELATIVE COMPACTON
⊕	EXIST. GUY	WF	WROUGHT IRON FENCE
⊕	EXIST. DRIVEWAY	EXST	EXISTING
TC	TOP OF CURB	PAV	PAVEMENT
FL	FLOW LINE	ARM	ARM ASPHALT RUBBER HOT MIX
CF	CURB FACE		
GB	GRADE BREAK		

**CONSTRUCTION NOTES**

- PROTECT IN PLACE.
- SEE STRIPING PLANS.
- SEE TRAFFIC SIGNAL PLANS.
- SEE LIGHTING PLAN.
- REMOVE TYPE AS SHOWN.
- CONSTRUCT 12.5-INCH THICK PCC OVER 12-INCH THICK CRUSHED AGGREGATE BASE.
- CONSTRUCT CURB AND GUTTER ON 4" C&G PER SPCC STD. PLAN NO. 100-2 TYPE A2-4, INCLUDING C&G OR TO MATCH EXISTING.
- CONSTRUCT PCC BLOCK OUT FOR TREE WELL PER DETAIL 3 ON SHEET 11.
- CONSTRUCT 4-INCH THICK PCC SIDEWALK INCLUDING C&G PER CITY OF INDUSTRY STD PLAN 115.
- CONSTRUCT CURB RAMP ON 4" C&G PER SPCC STD. PLAN NO. 111-5, CASE AND TYPE PER PLAN.
- CONSTRUCT CURB OPENING CATCH BASIN PER SPCC STD. PLAN NO. 380-2, W, V, H, AND H PER DETAIL ON SHEET 2.
- CONSTRUCT LEGAL DEPRESSION AT CATCH BASIN PER SPCC STD. PLAN NO. 313-3, CASE E.
- CONSTRUCT 18-INCH DIAMETER RCP-2500 U.
- CONNECT TO EXISTING STORM DRAIN PER SPCC STD. PLAN NO. 333-2, CASE 1.
- CONSTRUCT CONCRETE BLANKET PROTECTION PER SPCC STD. PLAN NO. 332-2.
- REMOVE EXISTING CATCH BASIN AND STORM DRAIN LATERAL, W, V, H, AND SO LATERAL DIAMETER PER DETAIL ON SHEET 2. SEAL PER SPCC STD. PLAN NO. 381-2.
- FURNISH AND INSTALL AUTOMATIC RETRACTABLE SCREEN (ARS) WITH PER PLAN, MODEL, DIMENSIONS & PER LIMITED STORM WATER INC. OR APPROVED EQUAL.
- CONSTRUCT CONCRETE BLOCK SLOUGH WALL PER SPCC STD. PLAN NO. 822-4.
- ADJUST TO GRADE MANHOLE FRAME AND COVER.
- ADJUST TO GRADE WATER AND/OR GAS VALVE.
- ADJUST TO GRADE WATER METER BOX AND COVER.
- ADJUST TO GRADE BY OTHERS.
- RELOCATE BY OTHERS PER SEPARATE PERMITS.
- REMOVE AND RELOCATE EXISTING W/ BEHIND PROPOSED SEWERLAK.
- REMOVE AND CONSTRUCT 18.5-INCH THICK AC PAVEMENT OVER SOLE IN NATIVE TOP 2" TO BE ASPHALT SURFACE COURSE (PG 64-10-4).
- REMOVE EXISTING ASPHALT CONCRETE, PCC OR BASE MATERIAL.
- INSTALL CONSTRUCTION PILE SCREEN (CPS).
- CONSTRUCT PCC BLOCK OUT FOR TREE WELL PER DETAIL 4 ON SHEET 11.
- CONSTRUCT RETAINING CURB PER SPCC TYPE A1-4 STD PLAN 100-2, MOD. BATH-4.
- CONSTRUCT ROOT BARRIER adjacent to trees to be protected in place. SEE DETAIL 2, SHEET 11 OF 11 FOR INFORMATION.
- POST EMBANKMENT - 18" DEPTH PER SPCC STD 000-3, 000-4.
- RELOCATE GAS METER PER SEPARATE PERMIT.

**NOTICE TO CONTRACTOR**

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

THE CONTRACTOR IS REQUIRED TO TAKE THE PRELIMINARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURE SHOWN AND ANY OTHER UTILITIES OR STRUCTURES NOT OF RECORD OR SHOWN ON THESE PLANS.



**BENCHMARK**

6-4881, ELEVATION = 294.637  
 (SPRINKLER TAP IN S OF VALLEY BLVD W END, C.B. 5 FT E/D BOR 1 FT 5.0 DIA. & 49 FT E/D C/A 2ND AVE)

**BASES OF BEARING:**  
 CALIFORNIA COORDINATE SYSTEM (ZONE 3, NAD 83 (2007 EPOCH)) AND THE NORTH AMERICAN VERTICAL DATUM (NAVD 1988)

NO.	DATE	REVISIONS	OK BY
1	05/25/2019	NEW 2001 EDITION OF THE GREENBOOK AND 21 REVISIONS TO THE CONTRACT	TIG

**CITY OF INDUSTRY**  
 INCORPORATED JUNE 16, 1907

P.O. Box 3368, City of Industry, California 91744  
 Administrative Office: 15631 E. Stafford Street  
 (626) 333-2211

**COUNTY OF LOS ANGELES**  
 APPROVED FOR CONSTRUCTION  
 APPLIES ONLY TO WORK IN AREAS OF GRANT JURISDICTION

APPROVED MARK PESTRELLA, DIRECTOR OF PUBLIC WORKS  
 DATE: 7/24/19

BY: *Mark Pestrella*  
 ASSISTANT DEPUTY ENGINEER

RECOMMENDED LAND DEVELOPMENT DIVISION  
 DATE: 7/24/2019

BY: *Bill Progett*  
 ASSISTANT PUBLIC ENGINEER

REMOVED  
 DATE: 7/23/2019

BY: *Bill Progett*  
 ROAD AND GRADING SECTION

Plan prepared by:  
**WILLDAN Engineering**  
 15751 CHERRYBROOK PARKWAY  
 SUITE 200, INDUSTRY, CA 91746-3607  
 (951) 860-0000  
 WILLDAN ENGINEERING IS AN EQUAL OPPORTUNITY EMPLOYER

DATE: 5/29/19  
 CHECKED BY: *Bill Progett*  
 DATE: 05/29/19

DESIGN BY: L.M. DRAWN BY: L.M.

**CITY OF INDUSTRY**

APPROVED BY: *Joseph M. Nelson*  
 JOSEPH M. NELSON, P.E. 28856, CITY ENGINEER  
 DATE: 5/31/2019

**CITY OF LA PUENTE**

APPROVED BY: *Bill Progett*  
 BILL PROGETT, P.E. 46064, CITY ENGINEER  
 DATE: 5/29/19

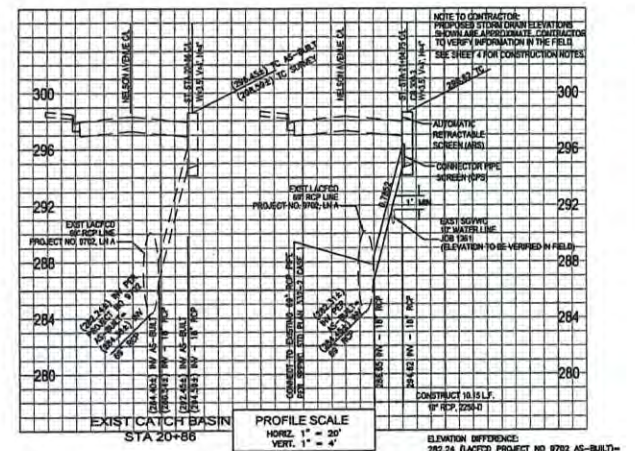
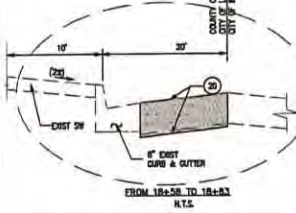
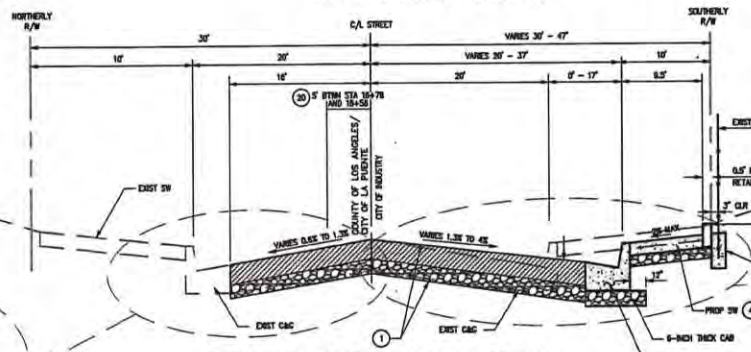
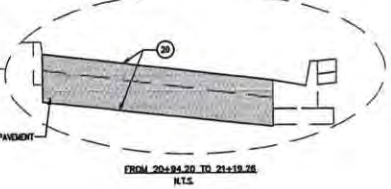
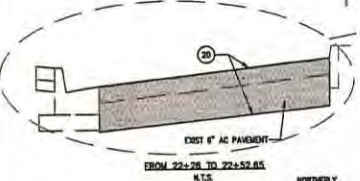
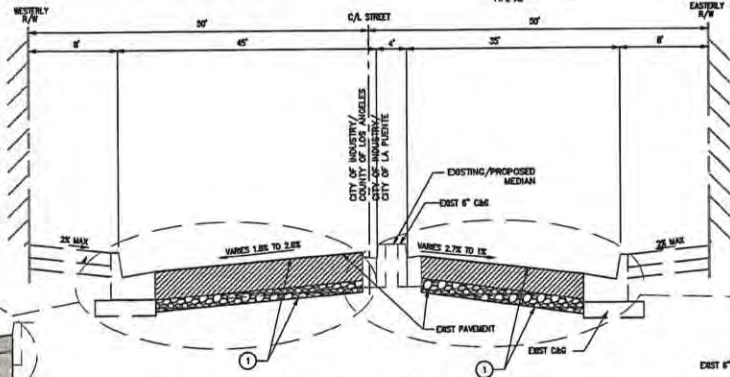
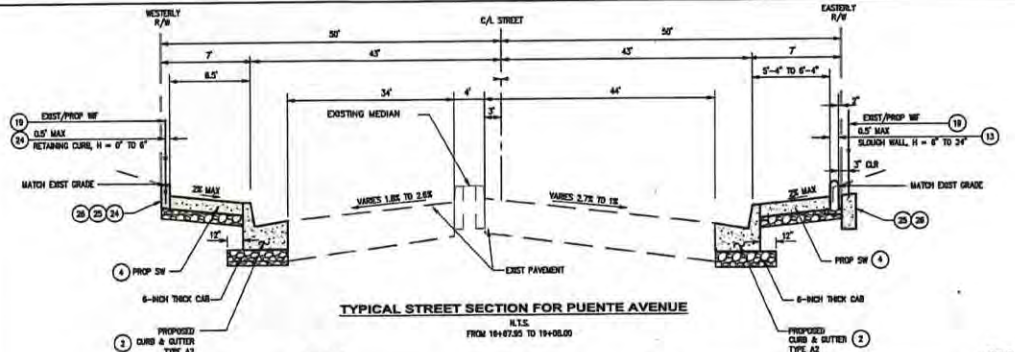
**NELSON AVENUE AND PUENTE AVENUE  
 INTERSECTION WIDENING**

**TITLE SHEET**

JOB NO. CITY-1442 SHT. 1 OF 11  
 CITY-1442 CONTRACT DRAWING NO. 2 OF 27

1: \p\proj\1002082\_402\_3\_111\10-10-19.dwg May 29, 2019





- CONSTRUCTION NOTES**
- PROTECT IN PLACE.
  - SEE STRIPING PLANS.
  - SEE TRAFFIC SIGNAL PLANS.
  - SEE LIGHTING PLAN.
  - REMOVE TYPE AS SHOWN.
  - CONSTRUCT 12.5-INCH THICK PCC OVER 12-INCH THICK CRUSHED AGGREGATE BASE.
  - CONSTRUCT CURB AND GUTTER ON 6" C&G PER SPWPC STD. PLAN NO. 622-4, INCLUDING C&G OR 10" MATCH EXISTING C&G.
  - CONSTRUCT PCC BLOCK OUT FOR TREE WELL PER DETAIL 3 ON SHEET 11.
  - CONSTRUCT 6-INCH THICK PCC SIDEWALK INCLUDING C&G PER CITY OF INDUSTRY STD. PLAN 115.
  - CONSTRUCT CONCRETE BLOCK SLOUGH WALL PER SPWPC STD. PLAN NO. 622-4.
  - REMOVE AND RELOCATE EXISTING WF BEHIND PROPOSED SIDEWALK.
  - REMOVE AND CONSTRUCT 12.5-INCH THICK AC PAVEMENT OVER PCC FOR MATCH. TOP 2" TO BE 90% CRUSHED AGGREGATE PER 6A-10(B).
  - CONSTRUCT RETAINING CURB PER SPWPC TYPE A1-6 STD. PLAN 120-2, MOD. DATED-0.
  - CONSTRUCT ROOT BARRIER ADJACENT TO TREES TO BE PROTECTED IN PLACE. SEE DETAIL 2, SHEET 11 OF 11 FOR INFORMATION.
  - POST EMBANKMENT - 18" DEPTH PER SPWPC STD. 600-3, 600-4.



**CITY OF INDUSTRY**

APPROVED BY: *Joshua Nelson* 5/31/2019  
 JOSHUA NELSON, K.C.E. #6550, CITY ENGINEER DATE

**NELSON AVENUE AND PUENTE AVENUE INTERSECTION WIDENING**

**TYPICAL SECTIONS**

NO. DATE REVISIONS OK BY PLANS PROVIDED BY  
 1. 5/29/19  
 2. 5/29/19  
 3. 5/29/19  
 4. 5/29/19  
 5. 5/29/19  
 6. 5/29/19  
 7. 5/29/19  
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 14. 5/29/19  
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 16. 5/29/19  
 17. 5/29/19  
 18. 5/29/19  
 19. 5/29/19  
 20. 5/29/19

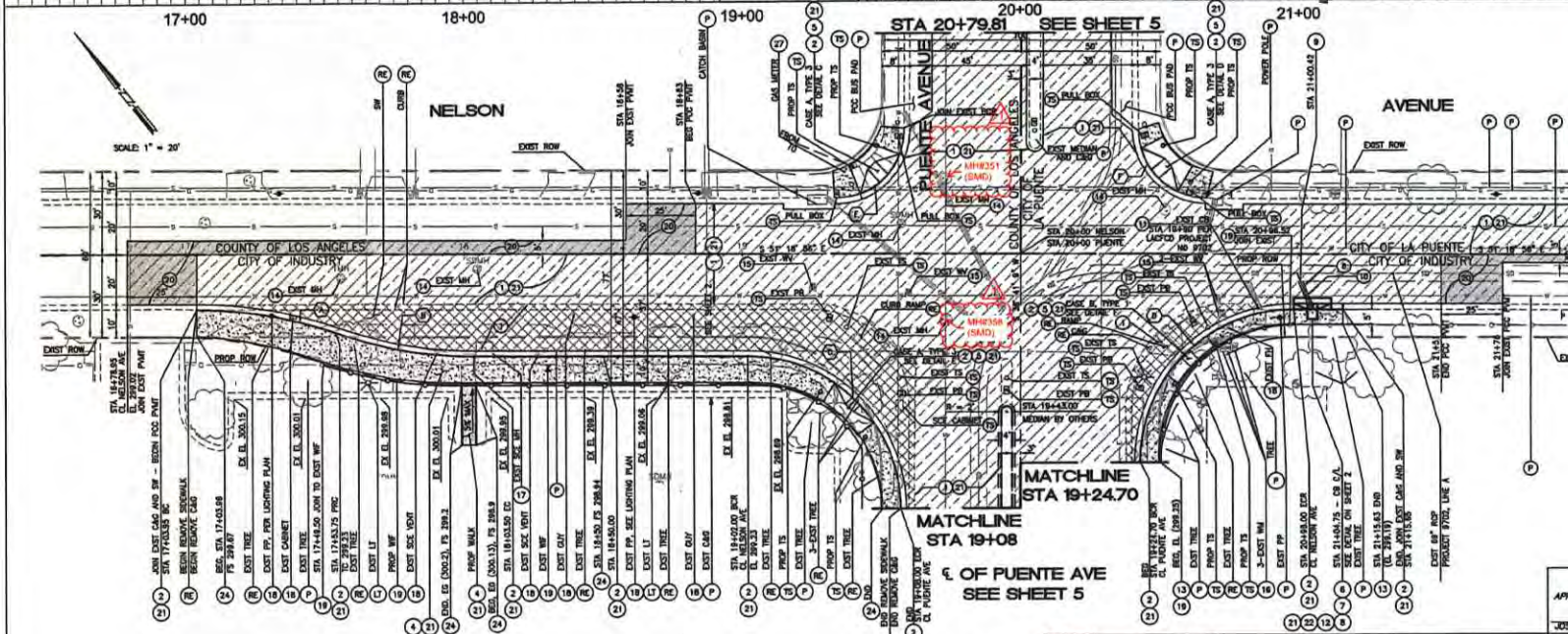
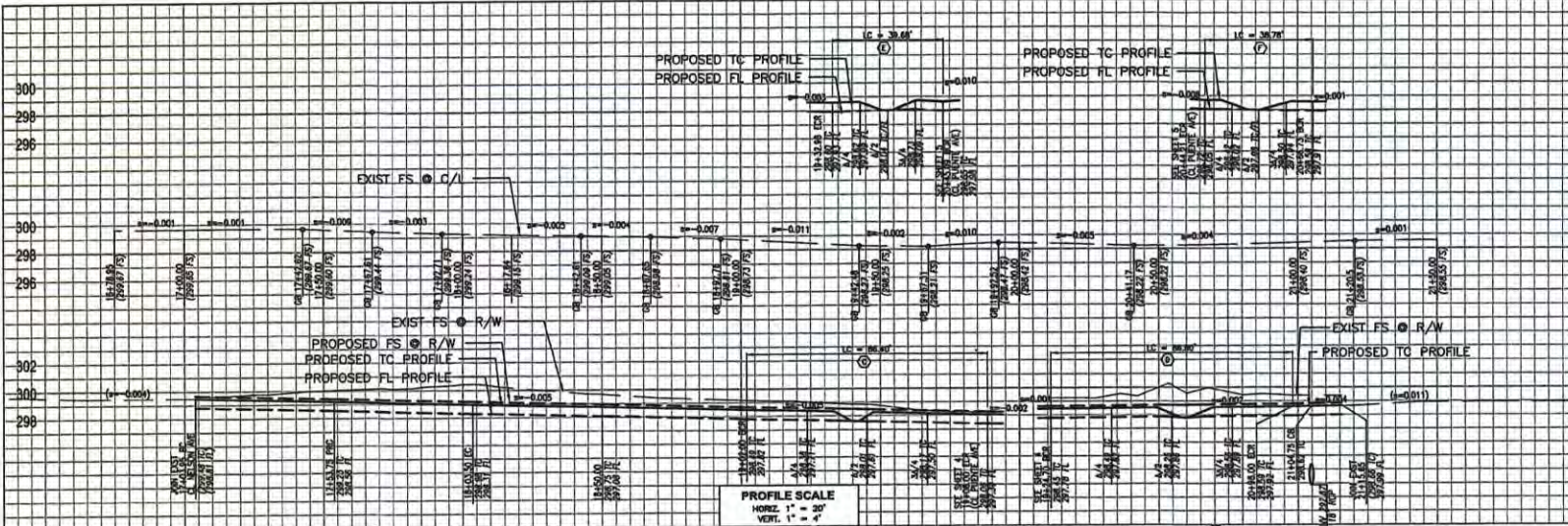
DESIGN BY: L.M. CHECKED BY: DATE: 05/29/19  
 DRAWN BY: L.M. DATE: 05/29/19

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS  
 REVIEWED LAND DEVELOPMENT DIVISION  
 BY: *Joseph Lopez* 7/17/2019  
 HUNTS AND WANDERS SECTION DATE









- ### CONSTRUCTION NOTES
- (P) PROTECT IN PLACE.
  - (SS) SEE STRIPING PLANS.
  - (TS) SEE TRAFFIC SIGNAL PLAN.
  - (L) SEE LIGHTING PLAN.
  - (R) REMOVE TYPE AS SHOWN.
  - (1) CONSTRUCT 12.5-INCH THICK PCC OVER 12-INCH THICK CRUSHED AGGREGATE BASE.
  - (2) CONSTRUCT CURB AND GUTTER ON 6" C&G PER SPFWC STD. PLAN NO. 300-2 TYPE AC-4, INCLUDING C&G TO MATCH EXISTING.
  - (3) CONSTRUCT PCC BLOCK OUT FOR TREE WELL PER DETAIL 3 ON SHEET 4.
  - (4) CONSTRUCT 4-INCH THICK PCC SIDEWALK INCLUDING C&G PER CITY OF INDUSTRY STD. PLAN 112.
  - (5) CONSTRUCT CURB RAMP ON 6" C&G PER SPFWC STD. PLAN NO. 111-2, CASE AND TYPE PER DETAIL 1.
  - (6) CONSTRUCT CURB SPRING CATCH BASIN PER SPFWC STD. PLAN NO. 300-2, V, V, AND H PER DETAIL ON SHEET 2.
  - (7) CONSTRUCT LOCAL DEPRESSION AT CATCH BASIN PER SPFWC STD. PLAN NO. 310-3, CASE I.
  - (8) CONSTRUCT 18-INCH DIAMETER NO-2250 U.
  - (9) CONNECT TO EXISTING STORM DRAIN PER SPFWC STD. PLAN NO. 300-2.
  - (10) CONSTRUCT CONCRETE BLANKET PROTECTION PER SPFWC STD. PLAN NO. 225-2.
  - (11) REMOVE EXISTING CATCH BASIN AND STORM DRAIN LATERAL, V, V, H, AND 36" LATERAL DIAMETER PER DETAIL ON SHEET 2. SEAL PER SPFWC STD. PLAN NO. 301-2.
  - (12) FURNISH AND INSTALL AUTOMATIC RETRACTABLE SCREEN (ARS) WITHIN PER PLAN MODEL CLEARSCREEN IS PER UNITED STORM WATER INC. OR APPROVED EQUAL.
  - (13) CONSTRUCT CONCRETE BLOCK SLOUGH WALL PER SPFWC STD. PLAN NO. 622-4.
  - (14) ADJUST TO GRADE MANHOLE FRAME AND COVER.
  - (15) ADJUST TO GRADE WATER AND/OR GAS VALVE.
  - (16) ADJUST TO GRADE WATER METER BOX AND COVER.
  - (17) ADJUST TO GRADE BY OTHERS.
  - (18) RELOCATE BY OTHERS PER SEPARATE PERMITS.
  - (19) REMOVE AND RELOCATE EXISTING WF BEHIND PROPOSED SIDEWALK.
  - (20) REMOVE AND CONSTRUCT 15.5-INCH THICK AC PAVEMENT OVER 18" NO. 57 BASE, TOP 2" TO BE NORMAL SURFACE COURSE (PCC OR AS). REMOVE EXISTING ASPHALT CONCRETE, PCC OR BASE MATERIAL.
  - (21) INSTALL CONNECTOR PIPE SCREEN (CPS).
  - (22) CONSTRUCT RETAINING CURB PER SPFWC TYPE AT-8 STD. PLAN 120-2, MOD. BATTER=0.
  - (23) RELOCATE GAS METER PER SEPARATE PERMIT.

### LEGEND

- PROPOSED PORTLAND CEMENT CONCRETE
- PROPOSED ASPHALT CONCRETE
- REMOVE AND CONSTRUCT PCC OR AC PAVEMENT
- PROPOSED PCC ROAD WIDENING

### DATA TABLE

RADIUS	DELTA	LENGTH	TANGENT
(A)	150'	118' 22" 51"	52.75'
(B)	150'	118' 22" 53"	52.75'
(C)	55'	90' 00" 00"	36.40'
(D)	55'	90' 24' 45"	36.80'
(E)	24'	84' 18' 13"	36.86'
(F)	24'	82' 10' 58"	38.78'

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS  
 REVISED LAND DEVELOPMENT DIVISION  
 BY: *[Signature]* 7/17/2019  
 ROAD AND GRADE SECTION DATE



NO.	DATE	REVISIONS	DR. BY
1	5/29/19	ISSUED FOR PERMITS	L.L.A.
2	5/29/19	ISSUED FOR PERMITS	L.L.A.

DESIGN BY: L.L.A. DATE: 5/29/19  
 DRAWN BY: L.L.A. DATE: 5/29/19

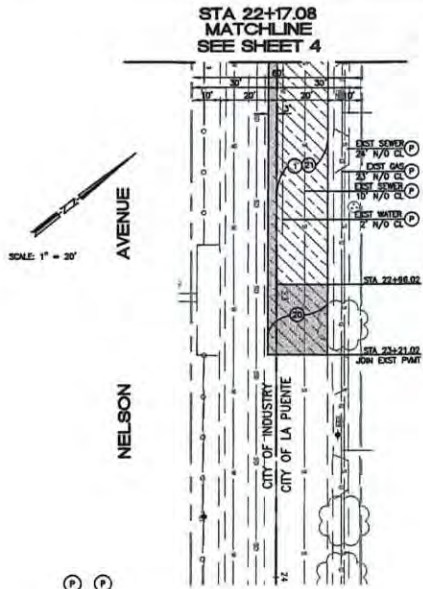
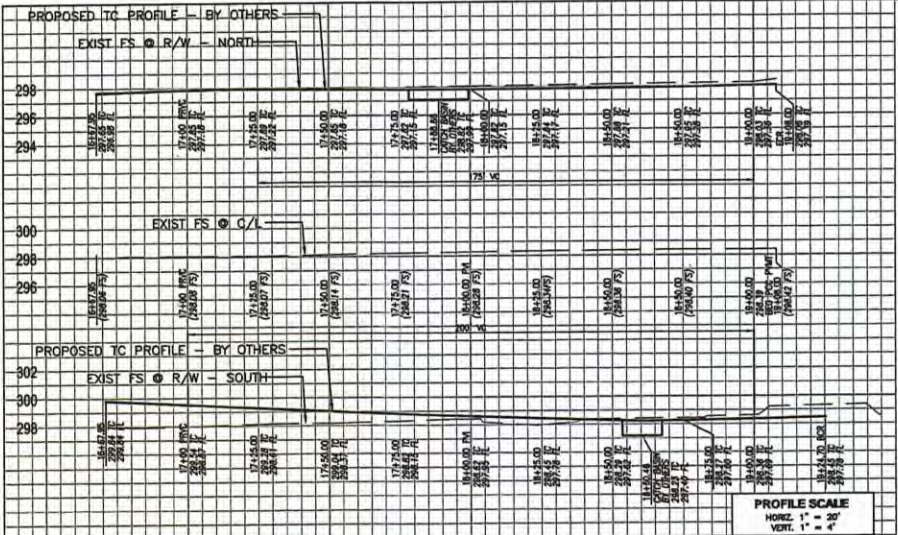
CITY OF INDUSTRY  
 APPROVED BY: *[Signature]* 5/31/2019  
 JOSHUA NELSON, CITY ENGINEER

NELSON AVENUE AND PUENTE AVENUE  
 INTERSECTION WIDENING

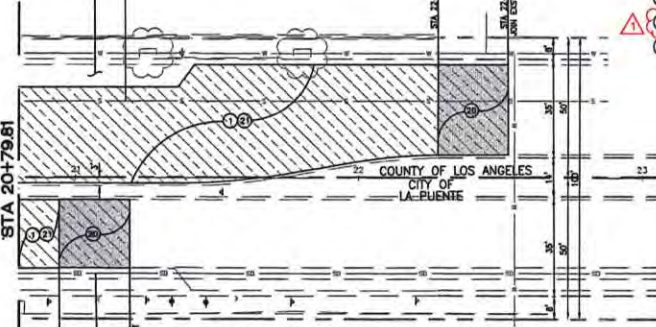
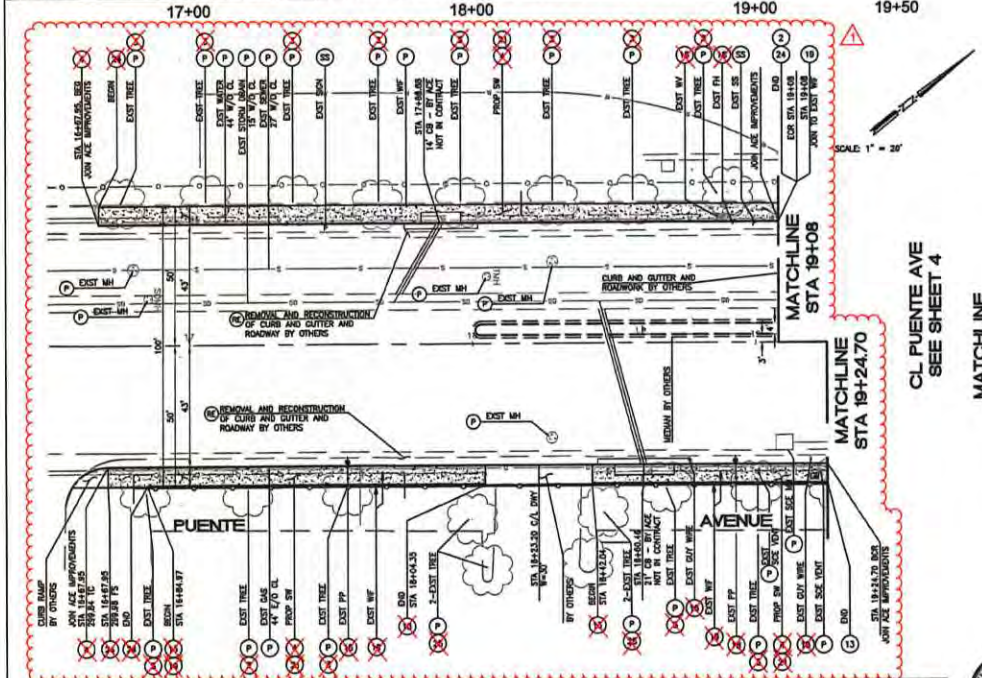
STREET WIDENING PLAN

CHECKED BY: \_\_\_\_\_ DATE: 05/29/19  
 JOB NO. \_\_\_\_\_ SHT. 4 OF 11  
 CITY-1442 CONTRACT DRAWING NO. 5 OF 27





- ### CONSTRUCTION NOTES
- (P) PROTECT IN PLACE.
  - (S) SEE STRIPPING PLANS.
  - (T) SEE TRAFFIC SIGNAL PLANS.
  - (L) SEE LIGHTING PLAN.
  - (R) REMOVE TYPE AS SHOWN.
  - (1) CONSTRUCT 12.5-INCH THICK PCC OVER 12-INCH THICK ENHANCED AGGREGATE BASE.
  - (2) CONSTRUCT CURB AND GUTTER ON 8" CAS PER SPPVC STD. PLAN NO. 101-2, TYPE A2-B, INCLUDING CAS OR 10" MATCH EXISTING CURB.
  - (3) CONSTRUCT PCC BLOCK OUT FOR TREE WELL PER DETAIL 3 ON SHEET 11.
  - (4) CONSTRUCT 4-INCH THICK PCC SIDEWALK INCLUDING GMB PER CITY OF INDUSTRY STD. PLAN LIS.
  - (5) CONSTRUCT CURB RAMP ON 6" CAS PER SPPVC STD. PLAN NO. 111-5, CASE AND TYPE PER PLAN.
  - (6) CONSTRUCT CURB OPENING CATCH BASIN PER SPPVC STD. PLAN NO. 303-2, W, V, AND H PER DETAIL ON SHEET 2.
  - (7) CONSTRUCT LOCAL DEPRESSION AT CATCH BASIN PER SPPVC STD. PLAN NO. 313-3, CASE F.
  - (8) CONSTRUCT 18-INCH DIAMETER RCP-2250 D.
  - (9) CONNECT TO EXISTING STORM DRAIN PER SPPVC STD. PLAN NO. 333-2, CASE 1.
  - (10) CONSTRUCT CONCRETE BLANKET PROTECTION PER SPPVC STD. PLAN NO. 208-2.
  - (11) REMOVE EXISTING CATCH BASIN AND STORM DRAIN LATERAL, W, V, H AND SD LATERAL DIAMETER PER DETAIL ON SHEET 2, SEAL PER SPPVC STD. PLAN NO. 281-2.
  - (12) FURNISH AND INSTALL AUTOMATIC RETRACTIBLE SCREEN (ARS) WIDTH PER PLAN, MODEL COUNDESCREEN II PER UNITED STORM WATER INC. OR APPROVED EQUAL.
  - (13) CONSTRUCT CONCRETE BLOCK SLOUGH WALL PER SPPVC STD. PLAN NO. 622-4.
  - (14) ADJUST TO GRADE MANHOLE FRAME AND COVER.
  - (15) ADJUST TO GRADE WATER AND/OR GAS VALVE.
  - (16) ADJUST TO GRADE WATER METER BOX AND COVER.
  - (17) ADJUST TO GRADE BY OTHERS.
  - (18) RELOCATE BY OTHERS PER SEPARATE PERMITS.
  - (19) REMOVE AND RELOCATE EXISTING WF BEHIND PROPOSED SIDEWALK.
  - (20) REMOVE AND CONSTRUCT 13.5-INCH THICK AC PAVEMENT OVER BOX BC NATIVE TOP 2" TO BE ARMA SURFACE COURSE (PG 65-1045).
  - (21) REMOVE EXISTING ASPHALT CONCRETE, PCC OR BASE MATERIAL.
  - (22) CONSTRUCT PCC BLOCK OUT FOR TREE WELL PER DETAIL 4 ON SHEET 11.
  - (24) CONSTRUCT RETAINING CURB PER SPPVC TYPE A1-6 STD. PLAN 107-2, HSB, BATTERING ADJACENT TO TREES TO BE PROTECTED IN PLACE. SEE DETAIL 2, SHEET 11 OF 11 FOR



### LEGEND

	PROPOSED PORTLAND CEMENT CONCRETE
	PROPOSED ASPHALT CONCRETE
	REMOVE AND CONSTRUCT PCC OR AC PAVEMENT

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS  
 REVIEWED LAND DEVELOPMENT DIVISION  
 BY: *[Signature]* 7/17/2019  
 ROAD AND GRADING SECTION DATE



NO.	DATE	REVISIONS	DR. BY	PLANS PROVIDED BY
1		As per approved for the construction date at 10:00 AM	WILLDAN Engineering	WILLDAN Engineering

DATE: 5/29/19  
 DESIGN BY: L.M. DATE: 5/29/19  
 DRAWN BY: L.M.

CITY OF INDUSTRY

APPROVED BY: *[Signature]* 5/31/2019  
 JOSEPH NELSON, CITY ENGINEER

NELSON AVENUE AND PUENTE AVENUE INTERSECTION WIDENING

STREET WIDENING PLAN

CHECKED BY: *[Signature]* DATE: 05/20/19  
 JOB NO. SHT. 5 OF 11  
 CITY-1442 CONTRACT DRAWING NO. 6 OF 27



**CONSTRUCTION NOTES**

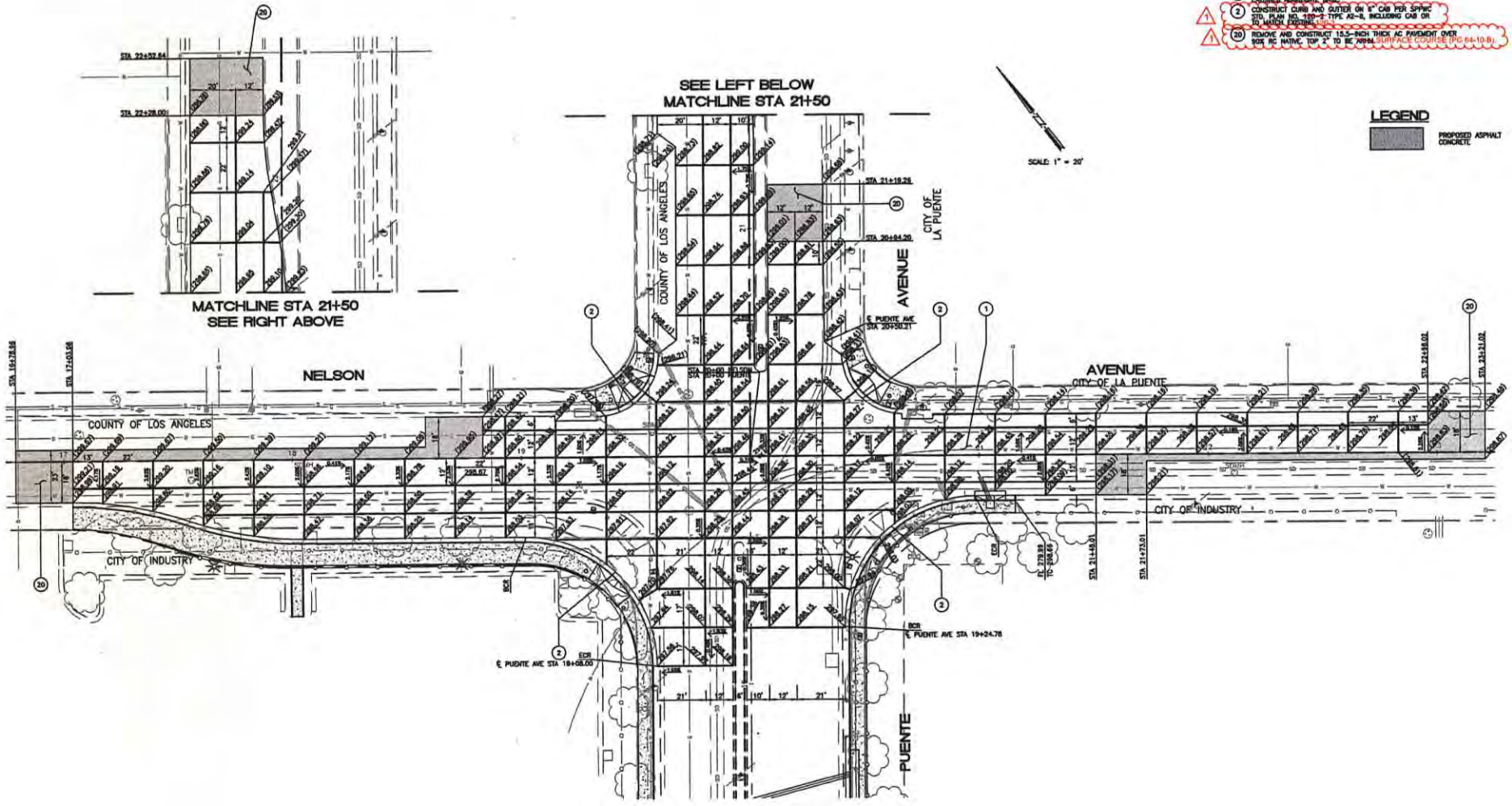
1. CONSTRUCT 12.5-INCH THICK PCC OVER 12-INCH THICK POLISHED ASPHALT BASE.
2. CONSTRUCT CURB AND GUTTER ON 6" C&G FOR SPRING SIDE, PLAN NO. 103-1, TYPE AS-6, INCLUDING C&G ON 12" W&B EXPOSED.
3. REMOVE AND CONSTRUCT 12.5-INCH THICK AC FRODOFIT OVER BOX JOINT MATING TOP 2" TO BE 7098L SURFACE COURSE (PG 64-10-B).

**LEGEND**

PROPOSED ASPHALT  
CONCRETE

SEE LEFT BELOW  
MATCHLINE STA 21+50

SCALE: 1" = 20'



BENCHMARK:  
G-4881, ELEVATION = 294.637  
GPR BY TAG III S. CB VALLEY  
BLVD N. DND C.S. 5 FT E/O BOX  
41 FT S/O C.A. & 48 FT E/O  
C/A 2ND ANG.  
BASIS OF BEARING:  
CALIFORNIA COORDINATE SYSTEM  
ZONE 5, NAD 83 (2011 EPOCH)  
AND THE NORTH AMERICAN  
VERTICAL DATUM (NAVD 1988)

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS  
REVIEWED LAND DEVELOPMENT DIVISION  
BY: [Signature] 7/17/2019  
ROAD AND GRADING SECTION DATE

CITY OF INDUSTRY  
APPROVED BY: [Signature]  
JOSEPH NELSON, R.C.E. 68938, CITY ENGINEER 5/31/2019 DATE



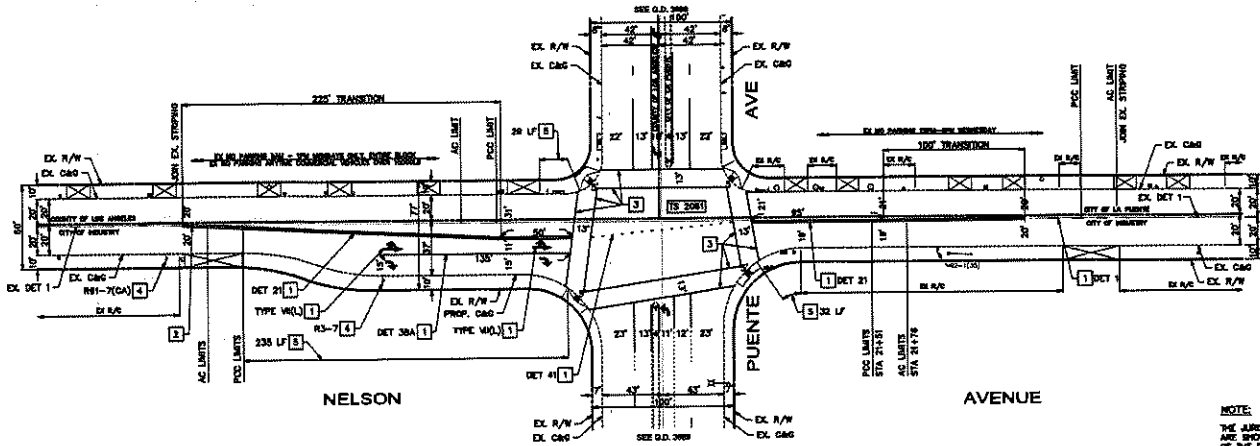
NO.	DATE	REVISIONS	CHK. BY	PLN. REVISION BY
1	5/29/19	AS SHOWN ON THIS DRAWING AND 11 CHANGING PAVED SURFACE ETC.	[Signature]	[Signature]

DATE: 5/29/19  
DESIGN BY: L.M. DRAWN BY: L.M.

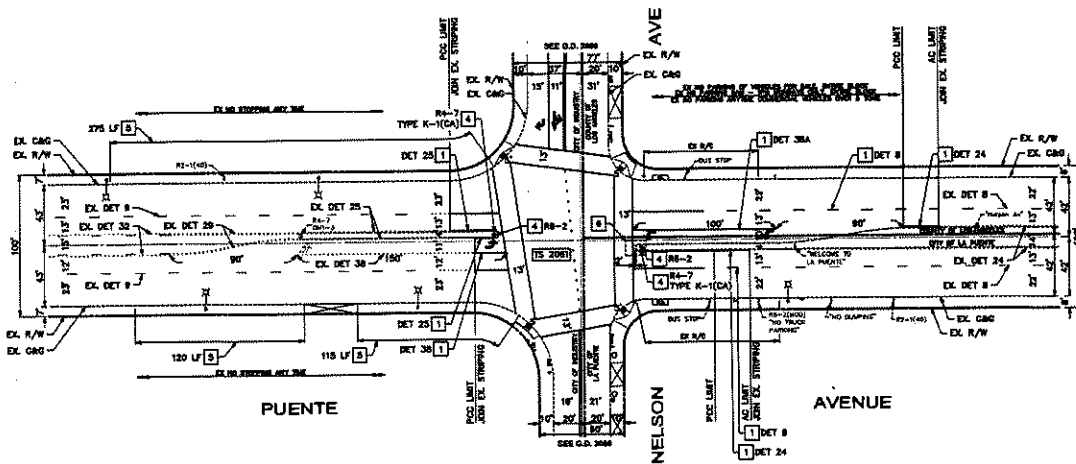
**CONCRETE INTERSECTION PAVING PLAN**

CHECKED BY: [Signature] DATE: 05/20/19  
JOB NO. SHT. 6 OF 11  
CITY-1442 CONTRACT DRAWING NO. 7 OF 27

L:\Users\j10102022 and 3\MyCAD-00-000.dwg May 29, 2019



NELSON AVENUE - FROM 440' WEST OF PUENTE AVENUE TO 410' EAST OF PUENTE AVENUE - G.D. 3988



PUENTE AVENUE - FROM 375' SOUTH OF NELSON AVENUE TO 340' NORTH OF NELSON AVENUE - G.D. 3988

**GENERAL NOTES**

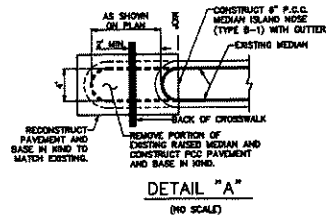
1. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHOWN SHALL BE INSTALLED WITH THERMOPLASTIC.
2. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).
3. ALL NEW SIGNING SHALL CONFORM TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
4. ALL CONFLICTING LINES AND MARKINGS SHALL BE REMOVED BY HOT SANDBLASTING OR GRINDING (THEN PAINTED BLACK).
5. ALL TURN ARROWS SHALL BE TYPE IV (L OR R) UNLESS OTHERWISE NOTED.
6. ALL LANE LINES AT INTERSECTION APPROACHES AND DEPARTURES SHALL BEGIN AND END WITH 50 FEET OF 4-INCH SOLID WHITE LINE. MARKED PAVEMENT MARKINGS SHALL BE INSTALLED AT THE BEGINNING AND END OF THE 50 FEET 4-INCH SOLID WHITE LINE.
7. LANE WIDTHS SHALL BE MEASURED BETWEEN THE CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB AS APPROPRIATE.
8. SEE TRAFFIC SIGNAL PLAN FOR LOCATION OF CROSSWALKS AT SIGNALIZED INTERSECTIONS.
9. INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.
10. CONTRACTOR SHALL REPAIR ALL EXISTING CURB MARKINGS AS SHOWN ON THE PLANS. CURB MARKINGS SHALL BE PAINT, 2 COATS.
11. ALL REGULATORY AND WARNING SIGNS AND OBJECT MARKERS THROUGHOUT PROJECT LIMITS WITHIN THE CITY OF INDUSTRY AND COUNTY OF LOS ANGELES SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE SHOWN.
12. CONTRACTOR SHALL REMOVE AND REPLACE IN KIND ALL REGULATION AND WARNING SIGNS AND OBJECT MARKERS THROUGHOUT PROJECT LIMITS WITHIN THE CITY OF LA PUENTE. REPLACE IN KIND INCLUDES THE SIGN BEARING ON SIGNS WITHIN THESE PRESENTLY IN THE FIELD. APPROXIMATELY 62 SIGNS TO BE REPLACED.

**CONSTRUCTION NOTES**

1. DETAIL STRIPING DETAIL OR PAVEMENT MARKING AS INDICATED.
2. REMOVE CONFLICTING STRIPING.
3. INSTALL 12" WHITE CROSSWALK.
4. FURNISH AND INSTALL SIGN AND POST AS SHOWN.
5. PAINT RED CURB WITH LENGTH AS NOTED.
6. CUT BACK MEDIAN NOSE. SEE DETAIL "A".

**NOTE:**

THE JURISDICTION BOUNDARIES ARE SHOWN FOR CLARITY OF THE DRAWING.

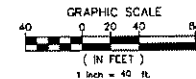


REVIEWED:	COUNTY OF LOS ANGELES
BY: <i>[Signature]</i>	DATE: 5/18/19
APPROVED:	COUNTY OF LOS ANGELES
BY: <i>[Signature]</i>	DATE: 7/6/20

APPROVED:	CITY OF LA PUENTE
BY: <i>[Signature]</i>	DATE: 5/18/19



NO.	DATE	REVISIONS	EX. BY



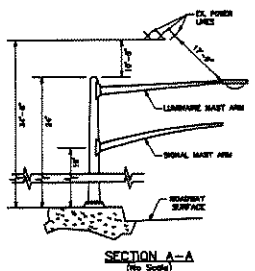
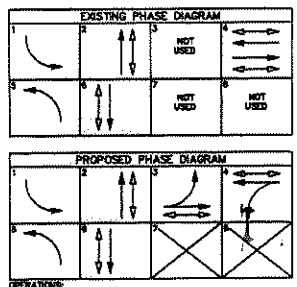
Plan prepared by **WILLDAN Engineering**

DATE: 5/20/19

DRAWN BY: R.A.

<b>CITY OF INDUSTRY</b>	
APPROVED BY: <i>[Signature]</i>	DATE: 5/31/2019
JORDAN WILSON, CITY ENGINEER NELSON AVENUE - FROM 440' WEST OF PUENTE AVENUE TO 410' EAST OF PUENTE AVENUE - G.D. 3988 PUENTE AVENUE - FROM 375' SOUTH OF NELSON AVENUE TO 340' NORTH OF NELSON AVENUE - G.D. 3988	
<b>SIGNING AND STRIPING</b>	
ORDERED BY:	JOB NO.
DATE: 06/09/19	SHT. 6 OF 10

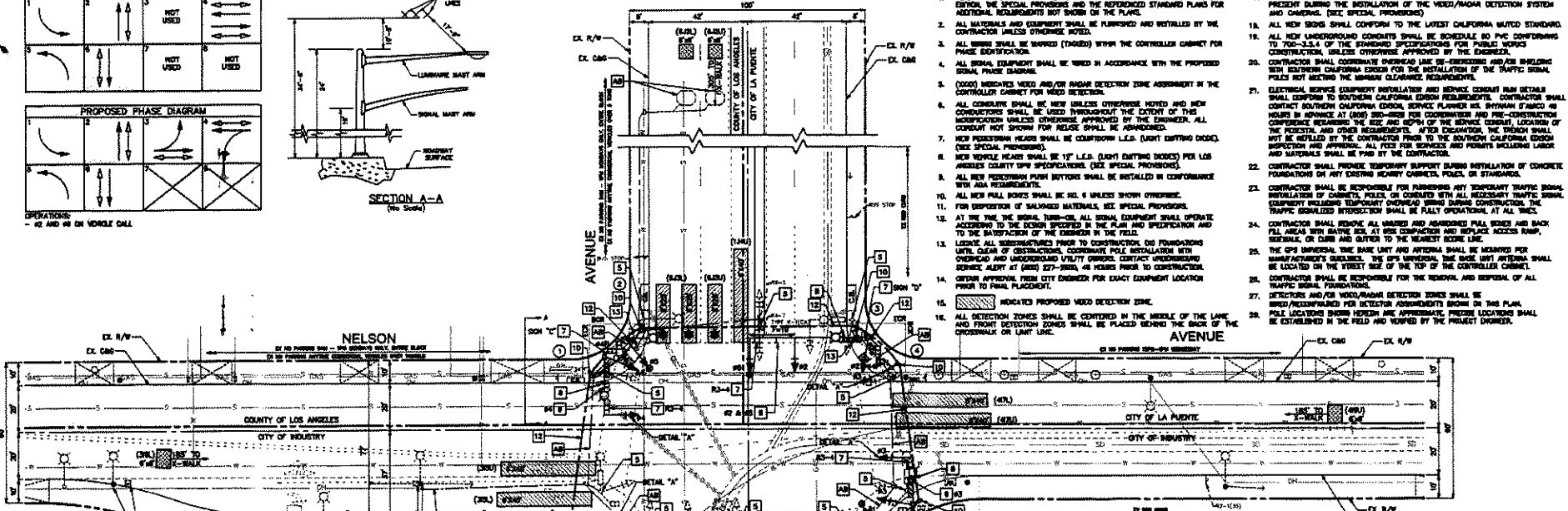




OPERATIONS:  
- 42 AND 48 ON VEHICLE CALL

**GENERAL NOTES:**

1. REFER TO THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION 2008 EDITION, THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION PLANS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON THE PLANS.
2. ALL MATERIALS AND EQUIPMENT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
3. ALL SIGNALS SHALL BE MOUNTED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
4. ALL SIGNAL EQUIPMENT SHALL BE USED IN ACCORDANCE WITH THE PROPOSED SIGNAL PHASE DIAGRAMS.
5. CONTRACTOR SHALL VERIFY AND/OR REBAR DETECTION ZONE ASSIGNMENT IN THE CONTROLLER CABINET FOR MOUNT DETECTION.
6. ALL CONDUITS SHALL BE NEW UNLESS OTHERWISE NOTED AND NEW CONDUITS SHALL BE USED THROUGHOUT THE EXTENT OF THIS INTERSECTION UNLESS OTHERWISE APPROVED BY THE ENGINEER. ALL CONDUIT NOT SHOWN FOR REUSE SHALL BE ABANDONED.
7. NEW PULL BOXES SHALL BE CONFORM TO L.E.A. (LIGHT EMISSION CODES), (SEE SPECIAL PROVISIONS).
8. NEW VEHICLE REAR SHALL BE 1" L.E.A. (LIGHT EMISSION CODES) PER LOS ANGELES COUNTY OPS SPECIFICATIONS. (SEE SPECIAL PROVISIONS).
9. ALL NEW PULL BOXES FROM HEREON SHALL BE INSTALLED IN CONFORMANCE WITH ADA REQUIREMENTS.
10. ALL NEW PULL BOXES SHALL BE 6" UNLESS SHOWN OTHERWISE.
11. FOR DEPOSITION OF SALVAGED MATERIALS, SEE SPECIAL PROVISIONS.
12. AT THE TIME THE SIGNAL TAGS ARE, ALL SIGNAL EQUIPMENT SHALL OPERATE ACCORDING TO THE DESIGN SPECIFIED IN THE PLAN AND SPECIFICATION AND TO THE SATISFACTION OF THE ENGINEER IN THE FIELD.
13. LOCATE ALL WIRE PIPES TO CONSTRUCTION OR FOUNDATIONS UNTIL CLEAR OF OBSTRUCTIONS, COORDINATE POLE INSTALLATION WITH OVERHEAD AND UNDERGROUND UTILITY SERVICE CONTRACT PROVIDERS. SERVICE ALERT AT (800) 877-8888, 48 HOURS PRIOR TO CONSTRUCTION.
14. OBTAIN APPROVAL FROM CITY ENGINEER FOR EXACT EQUIPMENT LOCATION PRIOR TO FINAL PLACEMENT.
15. [Symbol] INDICATES PROPOSED MOUNT DETECTION ZONE.
16. ALL DETECTION ZONES SHALL BE CENTERED IN THE MIDDLE OF THE LANE AND FRONT DETECTION ZONES SHALL BE PLACED BEHIND THE BACK OF THE SIGNALS OR LANE LINE.
17. THE CONTRACTOR SHALL ADVISE THE MANUFACTURER REPRESENTATIVE TO BE PRESENT DURING THE INSTALLATION OF THE VIDEO/ANALOG DETECTION SYSTEM AND CAMERA. (SEE SPECIAL PROVISIONS).
18. ALL NEW SIGNALS SHALL CONFORM TO THE LATEST CALIFORNIA MUTCD STANDARDS.
19. ALL NEW UNDERGROUND CONDUITS SHALL BE SCHEDULE 80 PVC CONFORMING TO 702-1.5.4 OF THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
20. CONTRACTOR SHALL COORDINATE OVERHEAD LINE RE-PROSSING AND/OR INCLUDING NEW UNDERGROUND CONDUITS FOR THE INSTALLATION OF THE TRAFFIC SIGNAL POLES NOT AFFECTING THE MINIMUM CLEARANCE REQUIREMENTS.
21. ELECTRICAL SERVICE EQUIPMENT INSTALLATION AND SERVICE CONDUIT SHALL DETAIL CONFORM TO SOUTHERN CALIFORNIA Edison RECOMMENDATIONS. CONTRACTOR SHALL CONTACT SOUTHERN CALIFORNIA Edison, SERVICE PLANNER MEL BYTHAM #2480 48 HOURS IN ADVANCE AT (800) 888-8888 FOR COORDINATOR AND PRE-CONSTRUCTION CONFERENCE MEETING AND 48 HOURS OF THE SERVICE (EOD). LOCATION OF THE PROJECT, AND OTHER REQUIREMENTS. AFTER CLEARANCE, THE DESIGN SHALL NOT BE CHANGED BY THE CONTRACTOR FROM THE SOUTHERN CALIFORNIA Edison REVISION AND APPROVAL. ALL FEES FOR SERVICE AND PERMITS INCLUDING LABOR AND MATERIALS SHALL BE PAID BY THE CONTRACTOR.
22. CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT DURING INSTALLATION OF CONCRETE FOUNDATION OR ANY EXISTING REBAR CONCRETE POLES OR STANDARDS.
23. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ANY TEMPORARY TRAFFIC SIGNAL INSTALLATION OF CONCRETE POLES OR CONDUIT WITH ALL NECESSARY TRAFFIC SIGNAL EQUIPMENT INCLUDING TEMPORARY OVERHEAD WIRING DURING CONSTRUCTION. THE TRAFFIC SIGNALS INTERSECTION SHALL BE FULLY OPERATIONAL AT ALL TIMES.
24. CONTRACTOR SHALL REMOVE ALL WIRING AND ABANDONED PULL BOXES AND BACK FILL AREA WITH BATTLE ELL AT 10% COMPACTION AND REPLACE ACCESS RAMP, RETAINER, OR CURB AND GUTTER TO THE NEAREST SCORE LINE.
25. THE GPS UNIVERSAL TIME BASE UNIT AND ANTENNA SHALL BE MOUNTED FOR MANUFACTURER'S GUIDELINES. THE GPS UNIVERSAL TIME BASE UNIT ANTENNA SHALL BE LOCATED ON THE TOP OF THE CONTROLLER CABINET.
26. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND REPAIR OF ALL TRAFFIC SIGNAL FOUNDATIONS.
27. DETECTION AND/OR VIDEO/ANALOG DETECTION ZONES SHALL BE USED/CONTAINED PER DETECTION ASSIGNMENTS SHOWN ON THIS PLAN.
28. POLE LOCATIONS SHOWN HEREIN ARE APPROXIMATE. PRECISE LOCATIONS SHALL BE ESTABLISHED IN THE FIELD AND NOTED BY THE PROJECT ENGINEER.

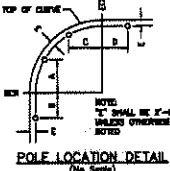


**GENERAL NOTES (CONT):**

29. ALL NEW SIGNAL POLES WITH PHOTOEYE PUSH BUTTONS SHALL BE INSTALLED NO FURTHER THAN 5 FEET FROM THE BACK OF DRIVEWAY OR LANE LINE, UNLESS OTHERWISE NOTED.
30. [Symbol] INDICATES VIDEO DETECTION/ANALOG CAMERA.
31. [Symbol] INDICATES RADAR DETECTION ZONE.
32. [Symbol] INDICATES EYE DETECTOR.

**CONSTRUCTION NOTES:**

1. FURNISH AND INSTALL NEW TYPE 332 CABINET OR NEW FOUNDATION COMPLETE WITH TYPE 170 ATC/AG-11 CONTROLLED, LACO-21 PROGRAM, (2) PER RELATION MODELS, (10) SIGNAL PIPES, GPS UNIVERSAL TIME BASE UNIT AND ANTENNA, GLOBAL TRAFFIC TECHNOLOGIES (GTT) OPTION CARD BASE MODEL, PER OPTION 784 MULTICOLOR PHASE SELECTOR, OPTION INTERFACE PANEL, MODEL 784, BATTERY BACKUP SYSTEM PER CALTRANS SPECIFICATION, TENS VIDEO DETECTION WITH VARIANTE VECTOR PROCESSORS, TENS CORE CONDUIT MODEL, 1" EACH MOUNTED LED MONITOR BRACKET, AND ALL OTHER EQUIPMENT NECESSARY FOR THE INTENDED OPERATIONS AS SHOWN ON THE PLAN.
2. INSTALL 120/240V TYPE 3-B-PHASE ELECTRICAL SERVICE ENCLOSURE WITH 100AMP MAIN, PROTECT 1-10AMP BREAKER FOR MOUNTED SIGNAL CHANNEL, AND 1-10AMP BREAKER FOR LIMITED LUMINAIRE LOCAL, ENCLOSE A MINIMUM OF 1" FROM CONTROLLER CABINET.
3. INSTALL 3" SCHEDULE 80 PVC CONDUIT WITH 1/2" POLY PULL BOX, PER SEE REQUIREMENTS, COORDINATE SERVICE WITH SEE PLANNER MEL BYTHAM IF RATED AT (800) 888-8888.
4. REMOVE EXISTING POLE MOUNTED TYPE 332-1 ELECTRICAL SERVICE ENCLOSURE, COORDINATE SERVICE REMOVAL WITH SEE PLANNER MEL BYTHAM #2480 AT (800) 888-8888.
5. REMOVE EXISTING SIGNALS COMPLETE, REMOVE EXISTING FOUNDATIONS.



POLE SCHEDULE											
NO.	TYPE	HT.	SIGNAL LENGTH	SIGNAL MOUNTING	LUMINAIRE	PER SIGN	PER SIGN	PER SIGN	PER SIGN	PER SIGN	PER SIGN
				M.A.	M.A.	M.A.	M.A.	M.A.	M.A.	M.A.	M.A.
(1)	18-1-100mm	24"	30"	MAS	SP-1	SP-1	12"	250W	1	8	24"
(2)	18-1-100	30"	30"	MAS	SP-1	SP-1	12"	250W	1	8	24"
(3)	18-1-100	30"	30"	MAS	SP-1	SP-1	12"	250W	1	8	24"
(4)	18-1-100	30"	30"	MAS	SP-1	SP-1	12"	250W	1	8	24"
(5)	18-1-100	30"	30"	MAS	SP-1	SP-1	12"	250W	1	8	24"
(6)	18-1-100	30"	30"	MAS	SP-1	SP-1	12"	250W	1	8	24"
(7)	18-1-100	30"	30"	MAS	SP-1	SP-1	12"	250W	1	8	24"
(8)	18-1-100	30"	30"	MAS	SP-1	SP-1	12"	250W	1	8	24"
(9)	18-1-100	30"	30"	MAS	SP-1	SP-1	12"	250W	1	8	24"
(10)	18-1-100	30"	30"	MAS	SP-1	SP-1	12"	250W	1	8	24"

INSTALL ALL HIGHWAY SAFETY LIGHT WITH LED EQUIVALENTS. HIGHWAY SAFETY LIGHTS BE LED LIGHTING MANUFACTURED BY HOLLOWAY/AMERICAN LIGHTING, COOPER LIGHTING, ORIE LIGHTING, GENERAL ELECTRIC (GE), C-LITE STAR (CZ), LEDVANCE, OR EQUIVALENT MODELS APPROVED BY THE ARCHITECT (SEE ATTACHED PROVISIONS).

MODIFIED MAST ARM TO FIT TYPE 18 STANDARD POLE

STRAIGHT LUMINAIRE MAST ARM

INDICATES RETROREFLECTIVE STREET NAME SIGN

ALL NEW SIGNAL POLES AND MAST ARMS SHALL BE PER CALTRANS STANDARD PLANS, 2010 EDITION.

ALL SIGNAL MOUNTINGS SHALL BE PER STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.

ALL EQUIPMENT IS NEW UNLESS OTHERWISE NOTED.

APPROVED: CITY OF INDUSTRY  
BY: [Signature] DATE: 9/15/22

APPROVED: CITY OF LA PUENTE  
BY: [Signature] DATE: 9/15/22



PLANS PREPARED BY: WILLDAN ENGINEERING  
DATE: 7/20/22  
SCALE: AS SHOWN  
BY: [Signature] DATE: 7/20/22

REVIEWED: COUNTY OF LOS ANGELES  
BY: [Signature] DATE: 6/20/2020

RECOMMENDED: COUNTY OF LOS ANGELES  
BY: [Signature] DATE: 7/6/20

APPROVED: SANDY PATRILLA, DIRECTOR OF PUBLIC WORKS  
DATE: 7/6/20

ASSISTANT DEPUTY DIRECTOR

COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
TRAFFIC AND LIGHTING DIVISION

TRAFFIC SIGNAL PLAN  
PUENTE AVENUE  
AT  
NELSON AVENUE

1/5 OF 11 SHT. 1 OF 1 SCALE: 1"=20' T.S. 2081 R-5  
CITY-1442 CONTRACT DRAWING NO. 8 OF 27 THIS PLAN EXPIRES 2 YEARS AFTER APPROVAL DATE.

**GENERAL NOTES**

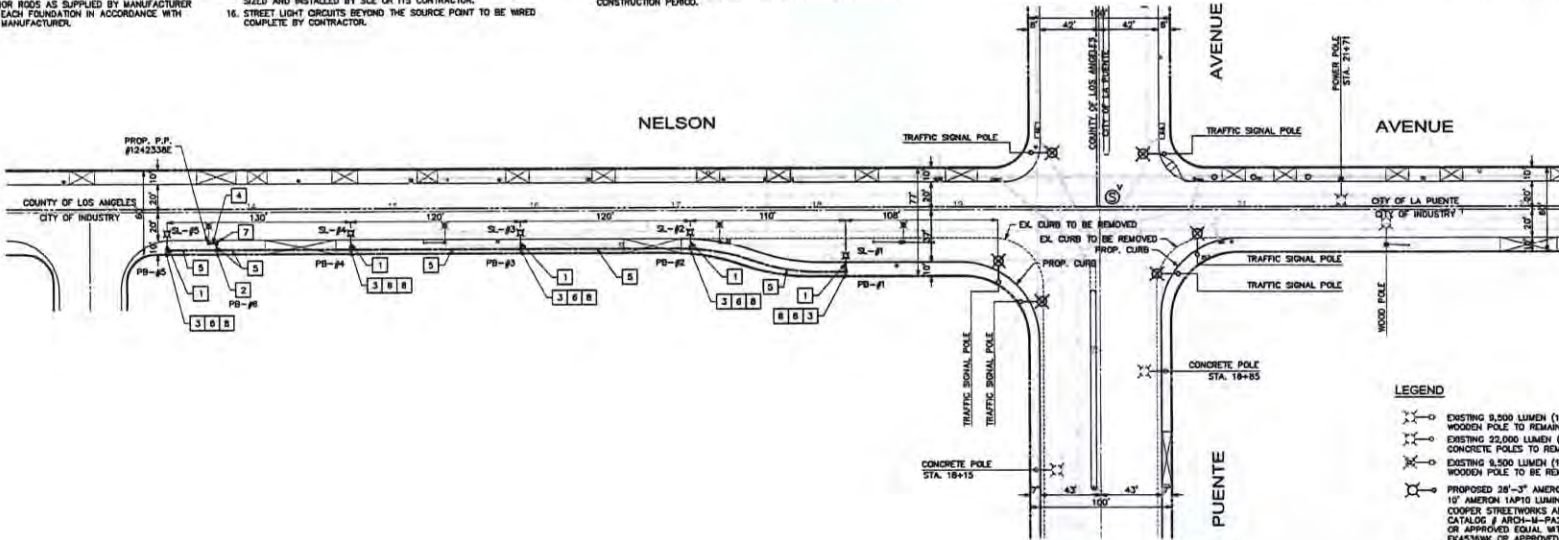
- THIS STREET LIGHTING LAYOUT EXPIRES TWO YEARS AFTER THE LATEST DATE OF APPROVAL.
- THE LOCATION OF A STREET LIGHT MAY BE ADJUSTED UP TO 10 FEET, TO AVOID AN OBSTRUCTION SUCH AS A CATCH BASIN, DRIVEWAY, ETC. ANY DEVIATION EXCEEDING 10 FEET MUST HAVE THE APPROVAL OF THE CITY.
- A REVISED STREET LIGHTING LAYOUT SHALL BE SUBMITTED FOR ANY CHANGES IN THE MAP, SUCH AS STREET ALIGNMENT, LOT OR PARCEL SIZES, BOUNDARIES, ETC.
- THE STREET LIGHT POLES SHALL BE AMERON TYPE 1C1 SERIES OR APPROVED EQUAL.
- ALL STREET LIGHT WIRING SHALL BE UNDERGROUND.
- IN ORDER FOR THE CITY OF INDUSTRY TO ASSUME THE OPERATION AND MAINTENANCE FOR THE LIGHTING SYSTEM ON ANY PUBLIC AND FUTURE STREET, THE STREET SHALL BE OPEN TO THE GENERAL PUBLIC AT ALL TIMES.
- ALL LIGHTS SHOWN ON THIS LAYOUT SHALL BE ENERGIZED PRIOR TO ACCEPTANCE OF THE LIGHTING SYSTEM BY CITY OF INDUSTRY.
- FIVE-FOOT CLEARANCE TO BE MAINTAINED FROM FIRE HYDRANT.
- FIVE-FOOT CLEARANCE TO BE MAINTAINED FROM TOP OF SLOPE AT COMMERCIAL DRIVEWAY AND FIVE-FOOT CLEARANCE FROM RESIDENTIAL DRIVEWAY.
- STANDARDS SHALL BE INSTALLED ON CONCRETE FOUNDATIONS OF 2' X 2' X 4'-6", THE FOUNDATION BEING LEVEL WITH THE TOP OF THE CURB. A MAXIMUM OF 6" HOLE OVERING FROM THE SPECIFIED DIMENSIONS SHALL BE ALLOWED; OTHERWISE, FORMS SHALL BE USED IF OVERING EXCEEDS 6". ONE, 1" DIAMETER, LONG RADIUS CONDUIT SHALL BE INSTALLED IN FOUNDATION POINTING TOWARDS THE PULL BOX. FOUR GALVANIZED STEEL ANCHOR BOLTS AS SUPPLIED BY MANUFACTURER SHALL BE INSTALLED IN EACH FOUNDATION IN ACCORDANCE WITH TEMPLATE PROVIDED BY MANUFACTURER.

- STANDARDS SHALL BE CENTERED AND INSTALLED 84" BEHIND FACE OF CURB UNLESS SPECIFIED DIFFERENTLY ON THE DRAWING. THE HOLES SHALL BE PLUMB AND VERTICAL. MAST ARMS SHALL BE INSTALLED PROJECTING IN A DIRECTION PERPENDICULAR TO THE CENTERLINE OF THE STREET OR TOWARDS THE CENTER OF THE 64-86-SIZE, ALONG THE LINE OF THE MAST ARM, THE LUMINAIRE SHALL BE LEVELLED. ALONG THE LINE OF THE CENTERLINE OF THE STREET, THE LUMINAIRE SHALL BE INSTALLED PARALLEL TO STREET GRADE.
- STREET LIGHTING CONDUITS BETWEEN PULL BOXES SHALL BE 3" PVC SCH 40 CONDUIT AND INSTALLED 108" FROM THE FACE OF CURB, UNLESS APPROVED BY THE ENGINEER. THE PROJECTING CONDUIT FROM THE STREET LIGHT STANDARD FOUNDATION SHALL BE CAPPED TO PREVENT DEBRIS FROM ENTERING CONDUIT DURING CONSTRUCTION. COMPLETION AND JOINING OF STREET LIGHT SERVICE CONDUITS SHALL BE COMPLETED AS PART OF CONSTRUCTION OF SECONDARY DUCT SYSTEM.
- STREET LIGHTING CONDUIT SHALL BE 1" PVC SCH 40 CONDUIT BETWEEN PULL BOXES AND STANDARDS.
- LUMINAIRES SHALL BE LIGHT EMITTING DIODE (LED) WIRED FOR 120 VOLTS AND EQUIPPED WITH PHOTO-ELECTRIC RECEPTACLE AND PHOTOCELL OR APPROVED EQUAL. THE STREET LIGHT CONDUCTORS BETWEEN PULL BOXES AND STREET LIGHT POLES AND UP TO LUMINAIRES AT THE TOP OF THE POLE SHALL BE TWO #8 AL 90%.
- THE STREET LIGHT CONDUCTORS BETWEEN PULL BOXES SHALL BE TWO #2 STRANDED AL AND ONE #4 STRANDED AL 600-VOLT 90% UNLESS SPECIFIED DIFFERENTLY ON THE DRAWING. SUFFICIENT CONDUCTORS SHALL BE INSTALLED TO PERMIT CONDUCTORS TO BE DRAWN 1/2" OUT OF PULL BOX. THE ELECTRICAL SOURCE CONDUCTORS FROM SIDE OR CITY OF INDUSTRY VAULT TO METERING SERVICE PEDESTAL WILL BE SIZED AND INSTALLED BY SIDE OR ITS CONTRACTOR.
- STREET LIGHT CIRCUITS BEYOND THE SOURCE POINT TO BE WIRED COMPLETE BY CONTRACTOR.

- CONDUCTORS SHALL BE INSTALLED BY USE OF C-SHAPED COMPRESSION CONNECTORS OR PROPER SIZE OF SPUI BOLT CONNECTORS.
- PULL BOX BEHIND EACH STREET LIGHT TO BE NO. 5 JENSEN CAT. NO. CYN30 OR EQUAL FOR BOX AND JENSEN CAT. NO. CYN16-81J OR EQUAL FOR COVER.
- PULL BOX FROM POWER SOURCE TO BE NO. 6 JENSEN CAT. NO. HT1730-B OR EQUAL FOR BOX AND JENSEN CAT. NO. HT1730-L11-B1 OR EQUAL FOR COVER.
- POTHOLE BEFORE EXCAVATING NEAR ANY EXISTING UTILITY INFRASTRUCTURE OR AT ALL UTILITY CROSSINGS.
- CONTRACTOR TO POTABLE LOCATIONS OF THE POLE FOUNDATION AND OF PULL BOX AND CONDUIT RUNS BEFORE INSTALLATION TO CHECK FOR UTILITY CONFLICTS.
- CONDUIT SHALL BE 3" PVC SCH 80 OR SIZE APPROVED EQUAL CONDUIT BETWEEN RISER AND POLE 12423336 TO THE LINE SIDE OF THE METERING SERVICE PEDESTAL. CONDUIT FROM THE LEAD SIDE OF THE METERING SERVICE PEDESTAL TO THE STREET LIGHT PULL BOXES SHALL BE 3" PVC SCH 40.
- 48 HOURS PRIOR TO ANY STREET WORK, THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT AT (800)422-4133 AND OBTAIN ANY INQUIRY IDENTIFICATION NUMBER.
- DIRECTIONAL BORING IS ACCEPTABLE FOR CONDUIT INSTALLATION AFTER THE POTHOLING.
- RESTORE THE SIDEWALK PER CITY OF INDUSTRY STD PLAN 115 AND STREET PER CITY OF INDUSTRY STD PLAN 111 IN THE NORMAL CONDITION AFTER THE CONSTRUCTION IS COMPLETED, AS REQUIRED.
- CONTRACTOR SHALL WORK WITH CITY'S CONTRACTOR FOR STREETLIGHT SYSTEM TO KEEP STREETLIGHTS IN OPERATION DURING THE CONSTRUCTION PERIOD.

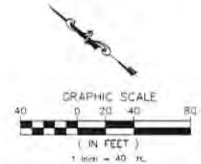
**CONSTRUCTION NOTES**

- FURNISH AND INSTALL 28"-3" MARBELITE ELECTRODER WITH 16" LUMINAIRE MAST ARM ON NEW FOUNDATION PER CITY STD. PLAN, FURNISH AND INSTALL COOPER STREETWORKS ARCHERON MEDIUM LED (110W) LUMINAIRE CATALOG # ARCH-M-PA2-110-740-U-T3-AP-10MSP-P17-10X OR APPROVED EQUAL WITH PHOTOCELL, INTERMATIC CATALOG # EX4536WK OR APPROVED EQUAL. CONTRACTOR TO SUPPLY INCIDENTAL HARDWARE NECESSARY TO INSTALL LED LUMINAIRE COMPLETE.
- INSTALL #6 PULL BOX FOR CITY OF INDUSTRY, UNLESS OTHERWISE NOTED, PER CALTRANS RSP STD. PLAN NO. ES-8
- INSTALL #6 PULL BOX FOR CITY OF INDUSTRY, UNLESS OTHERWISE NOTED, PER CALTRANS RSP STD. PLAN NO. ES-8
- INSTALL 3" SCHEDULE 80 PVC CONDUIT WITH 1/4" POLY PULL ROPE PER SEE REQUIREMENTS. COORDINATE SERVICE WITH SIDE PLANNER.
- INSTALL 3" CONDUIT WITH 2#2 AWG ALUMINUM WIRE AND 1#4 AWG ALUMINUM WIRE PER NEC REQUIREMENTS.
- INSTALL 1" CONDUIT WITH 2#8 AWG ALUMINUM WIRE PER NEC REQUIREMENTS.
- INSTALL METERING SERVICE PEDESTAL, MYERS ELECTRICAL PRODUCTS MODEL M2016/A200 C/25304 ENCLOSURE TYPE 3R RAINPROOF 120/240 V 1P 3/WIRE WITH 2-30A, 1P CIRCUIT BREAKERS AND PROVISION FOR METER AND TEST BLOCKS OR APPROVED EQUAL.
- INSTALL 10-AMP IN-LINE FUSE IN FUSE HOLDER BUSSMAN KTK-10 LIMITON FOR EACH STREETLIGHT IN THE PULL BOX.



**LEGEND**

- EXISTING 8,500 LUMEN (100 WATT) STREET LIGHT ON WOODEN POLE TO REMAIN.
- EXISTING 22,000 LUMEN (200 WATT) H.P.S.V. LAMPS ON CONCRETE POLES TO REMAIN.
- EXISTING 8,500 LUMEN (100 WATT) STREET LIGHT ON WOODEN POLE TO BE REMOVED BY EDISON COMPANY.
- PROPOSED 28"-3" AMERON 1C128 MARBELITE ELECTRODER WITH 16" AMERON 1M110 LUMINAIRE MAST ARM AND PROPOSED COOPER STREETWORKS ARCHERON MEDIUM LED (110W) LUMINAIRE CATALOG # ARCH-M-PA2-110-740-U-T3-AP-10MSP-P17-10X OR APPROVED EQUAL WITH PHOTOCELL, INTERMATIC CATALOG # EX4536WK OR APPROVED EQUAL.
- PROPOSED 27,500 LUMEN (250 WATT) INTERSECTION LIGHTING ON TRAFFIC SIGNAL STANDARD TO BE INSTALLED BY OTHERS.
- SIGNALIZED INTERSECTION WITH VIDEO DETECTION
- PROPOSED METERING SERVICE PEDESTAL, MYERS ELECTRICAL PRODUCTS MODEL M2016/A200 C/25304 ENCLOSURE TYPE 3R RAINPROOF 120/240 V 1P 3/WIRE WITH 2-30A, 1P CIRCUIT BREAKERS AND PROVISION FOR METER AND TEST BLOCKS OR APPROVED EQUAL.



50% CITY OF INDUSTRY  
25% CITY OF LA PUENTE  
25% COUNTY OF LOS ANGELES

**CITY OF INDUSTRY**

APPROVED BY: *[Signature]* 8/29/22  
DESIGNER: *[Signature]* SPLIT CITY DESIGN

**NELSON AVENUE AND PUENTE AVENUE  
INTERSECTION WIDENING**

**STREET LIGHTING**

DATE: 06/2022 JOB NO. SHT. 9A OF 11  
CITY-1442 CONTRACT DRAWING NO. 10 OF 27

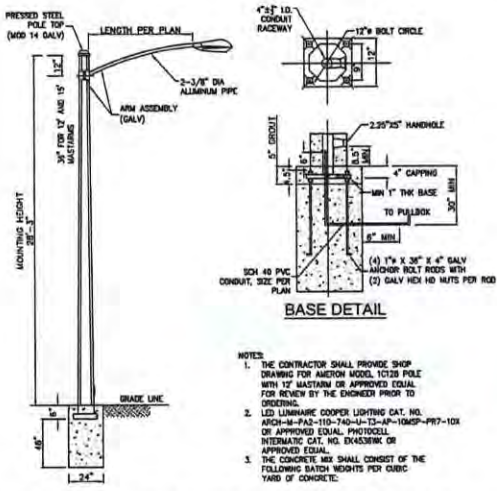


NO.	DATE	REVISIONS	DR. BY

PLANS PROVIDED BY: **WILLDAN Engineering**  
13161 CANTON AVENUE, SUITE 200, WEST GARDEN, CA 91301  
TEL: 818-351-1000 FAX: 818-351-1001  
WWW.WILLDAN.COM

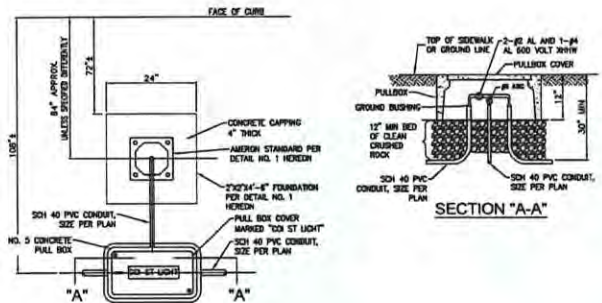
DATE: 8/24/2022  
CHECKED BY: *[Signature]* DATE: 06/2022  
DESIGNED BY: *[Signature]* DRAWN BY: R.G.

C:\Users\jvond2022-10-3 811\Projects\2020 - Nelson - Puente\Drawings\Sheet\0220203.dwg Apr 20, 2020

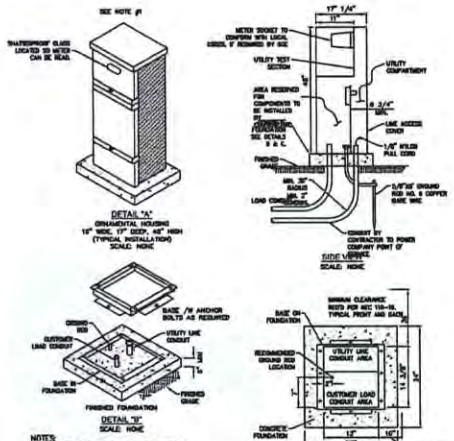


FOUNDATION		CAPPING	
MIX #5040C350 OR SFC 201-1-1 STD SPEC FOR PUBLIC WORKS CONST.	CEMENT SACKS (6 SACKS)	560 LBS	CEMENT SACKS (6 SACKS)
	5 1/2" AGGREGATE	880 LBS	3 3/8" AGGREGATE
	WASHED SAND	2,675 LBS	WASHED SAND
	WATER	37.20 GAL	WATER
			35.75 GAL

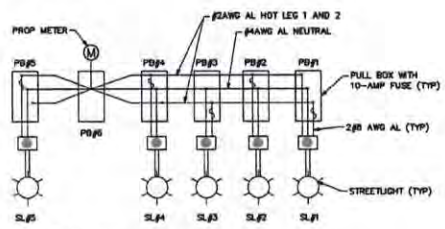
1 TYPICAL AMERON STANDARD DETAILS  
SCALE: N.T.S.



2 ST. LIGHT PULLBOX INSTALLATION DETAILS  
SCALE: N.T.S.



3 TYPICAL SERVICE PEDESTAL DETAIL  
SCALE: N.T.S.



4 WIRING DIAGRAM - NELSON AVENUE  
SCALE: N.T.S.



FOUNDATION AND CONCRETE DESIGN UNDER THE SUPERVISION OF  
 Dev D. Birla 03-24-22  
 DEV D BIRLA EE 11808 DATE



NO.	DATE	REVISIONS	CHK BY	PLANS PROVIDED BY
				WILLDAN Engineering
				13151 CROSSINGWAY PARKWAY SUITE 400 REDWOOD CITY 94061-3402 (650) 968-8200
				PROJECT NO. 1442
				DATE: 5/24/2022
				DRAWN BY: R.G.

CITY OF INDUSTRY

APPROVED BY: [Signature] DATE: 5/24/22

DESIGN BY: CAROLINE PE, REG 22061 IDENTITY: GUY DRY ENGINEER

NELSON AVENUE AND PUENTE AVENUE INTERSECTION WIDENING

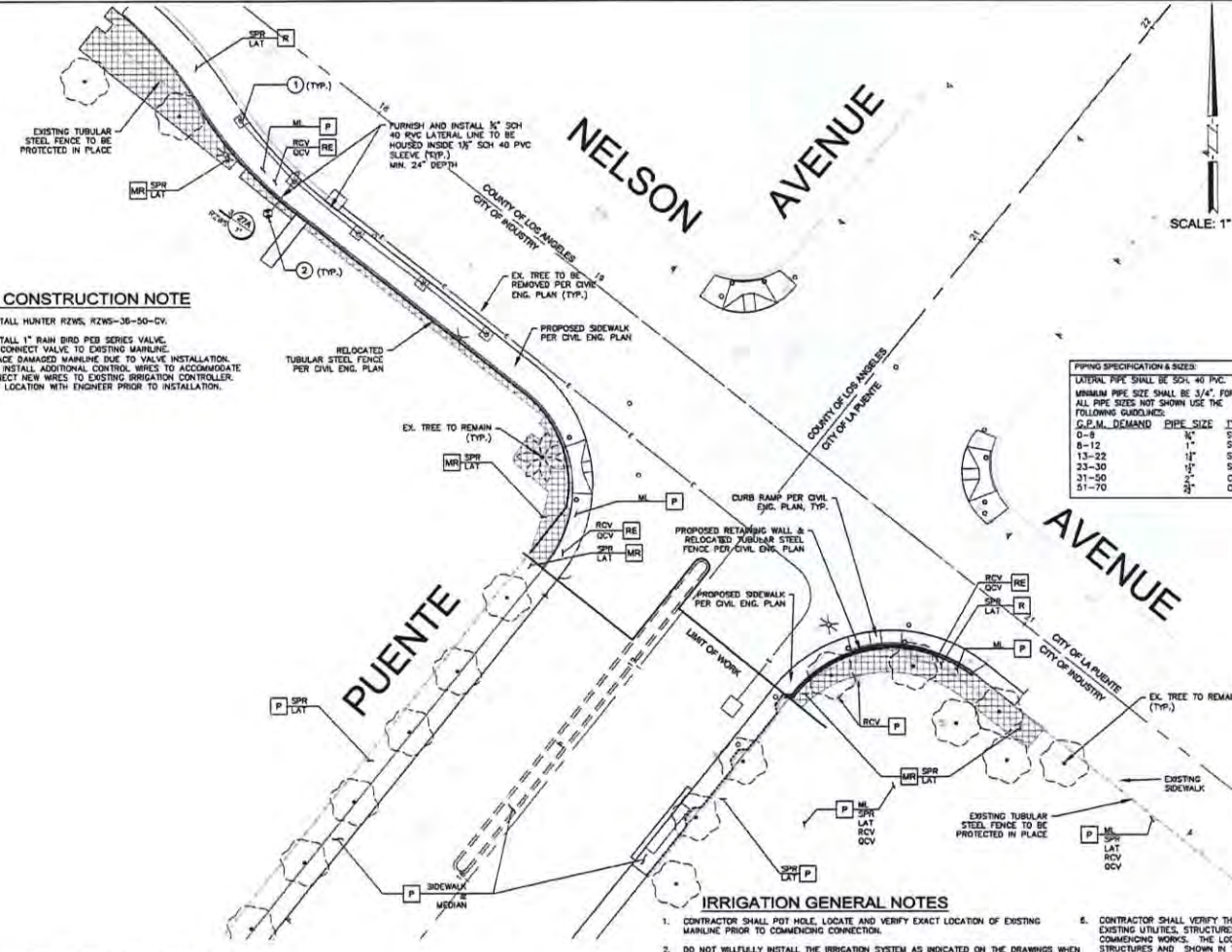
STREET LIGHTING

CHECKED BY: [Signature] DATE: 06/2022

JOB NO. SHT. 9B OF 11

CITY-1442 CONTRACT DRAWING NO. 11 OF 27





**IRRIGATION CONSTRUCTION NOTE**

- FURNISH AND INSTALL HUNTER RZWS, RZWS-36-50-DV.
- FURNISH AND INSTALL 1" BAIN BIRD PEB SERIES VALVE.
  - INSTALL AND CONNECT VALVE TO EXISTING MAINLINE.
  - REPAIR/REPLACE DAMAGED MAINLINE DUE TO VALVE INSTALLATION.
  - FURNISH AND INSTALL ADDITIONAL CONTROL WIRES TO ACCOMMODATE VALVE. CONNECT NEW WIRES TO EXISTING IRRIGATION CONTROLLER.
  - VERIFY EXACT LOCATION WITH ENGINEER PRIOR TO INSTALLATION.

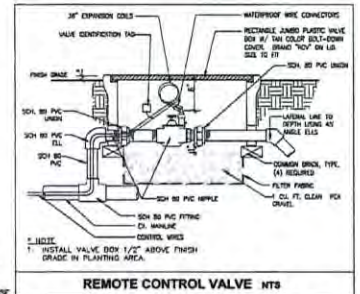
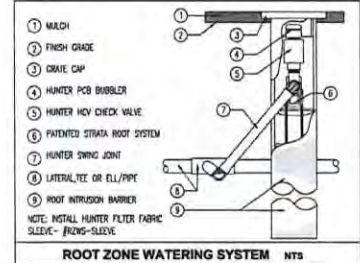
**IRRIGATION MODIFICATION NOTES**

- R** REMOVE
  - CONTRACTOR SHALL REMOVE ALL EXISTING IRRIGATION SPRINKLER CUT, CAP AND REMOVE ALL EXISTING LATERAL LINES
- MR**
  - CONTRACTOR SHALL MODIFY, RELOCATE AND REPLACE ALL EXISTING IRRIGATION SYSTEM WITHIN THE HATCHED AREA IN KIND DUE TO CONSTRUCTION. IRRIGATION SYSTEM SHALL BE RESTORED TO 100% OPERATIONAL AFTER CONSTRUCTION COMPLETION.
  - RELOCATE ALL EXISTING IRRIGATION POP-UP BODIES AND REPLACE ALL NOZZLES (SAME MANUFACTURER) WITH APPROPRIATE RADI TO ACHIEVE OPTIMUM COVERAGE AND TO AVOID OVERSPRAY INTO FENCE AND WALKWAY.
  - REPLACE ALL DAMAGED EXISTING IRRIGATION POP-UP BODIES IN KIND DUE TO CONSTRUCTION.
  - REPLACE ALL DAMAGED EXISTING LATERAL LINE IN KIND. FURNISH AND INSTALL ADDITIONAL LATERAL LINE AS NEEDED TO COMPLETE IRRIGATION SYSTEM.
- P** PROTECT IN PLACE
  - ALL EXISTING IRRIGATION MAINLINE TO BE PROTECTED IN PLACE. ALL EXISTING IRRIGATION MAINLINE TO BE PROTECTED IN PLACE. SHALL BE HOUSED INSIDE NEW SCH. 40 PVC SLEEVE (SIZE = 2X LINE SIZE) WHERE EXISTING MAINLINE SLATED TO RUN UNDERNEATH NEW PAVING.
  - ALL EXISTING REMOTE CONTROL VALVES AND QUICK COUPLER VALVES WHERE ARE NOT INDICATED AS "RELOCATE".
- RE** RELOCATE

**PIPING SPECIFICATION & SIZES:**

LATERAL PIPE SHALL BE SCH. 40 PVC. MINIMUM PIPE SIZE SHALL BE 3/4" FOR ALL PIPE SIZES NOT SHOWN USE THE FOLLOWING GUIDELINES:

G.P.M. DEMAND	PIPE SIZE	TYPE
0-8	1/2"	SCH. 40
8-12	3/4"	SCH. 40
13-22	1"	SCH. 40
23-30	1 1/2"	SCH. 40
31-50	2"	CLASS 315
51-70	2 1/2"	CLASS 315



**IRRIGATION GENERAL NOTES**

- CONTRACTOR SHALL POT HOLE, LOCATE AND VERIFY EXACT LOCATION OF EXISTING MAINLINE PRIOR TO COMMENCING CONNECTION.
- DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS INDICATED ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS OR GRADE DIFFERENCES EXIST AND SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER. IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR MUST ASSUME FULL RESPONSIBILITY FOR REVISIONS NECESSARY. NOTIFY THE CITY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES BETWEEN PLANS AND ACTUAL FIELD CONDITIONS.
- CONTRACTOR SHALL NOT LOCATE ANY ITEMS WHERE IT IS OBVIOUS THAT THEY ARE IN DIRECT CONFLICT WITH UNDERGROUND UTILITIES, STRUCTURES, PERMANENT IMPROVEMENTS OR PEDESTRIAN AND VEHICULAR SAFETY CONCERNS.
- IRRIGATION CONTRACTOR SHALL VERIFY ALL WATER PRESSURES ON SITE PRIOR TO CONSTRUCTION AND GIVEN IN WRITING TO THE CITY ENGINEER.
- IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL GRADE DIFFERENCES, LOCATION OF CURBS, ETC. HE SHALL COORDINATE HIS WORK WITH THE GENERAL CONTRACTOR AND OTHER SUB-CONTRACTORS FOR LOCATION OF PIPE SLEEVES THROUGH WALLS, UNDER ROADS, PAVING AND STRUCTURES DURING BIDDING AND CONSTRUCTION PERIOD.
- CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING WORKS. THE LOCATIONS OF UTILITIES, STRUCTURES AND SHOWN IN THESE PLANS ARE APPROXIMATE ONLY. ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE CITY ENGINEER.
- ALL IRRIGATION CONSTRUCTION AND MATERIALS SHALL BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS AT THE LOCATIONS AS SHOWN ON PLANS AND ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL AND REGIONAL COVERING CODES. VERIFY LOCATIONS OF ALL IRRIGATION EQUIPMENT WITH CITY ENGINEER PRIOR TO INSTALLATION.
- EXISTING IRRIGATION SYSTEM SHALL NOT BE SHUT-OFF OR INOPERATIVE FOR MORE THAN 48 HOURS. IF EXISTING IRRIGATION SYSTEM IS REQUIRED TO BE INOPERATIVE FOR MORE THAN 48 HOURS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY'S AUTHORIZED REPRESENTATIVE FOR FURTHER INSTRUCTIONS.

**EXISTING IRRIGATION VERIFICATION NOTES**

- CONTRACTOR SHALL CONTACT THE ENGINEER TO OBTAIN AS-BUILTS AND/OR CONSTRUCTION LANDSCAPE DRAWINGS PREPARED BY KOBATA ASSOCIATES, INC. DATED 11/17/09, FOR REFERENCE PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL CONTACT/COORDINATE WITH ENGINEER AND VERIFY ALL EXISTING LOCATIONS OF IRRIGATION EQUIPMENT (VALVES, MAINLINES, QUICK COUPLERS, ETC.) PRIOR TO CONSTRUCTION.
- ALL DAMAGED EXISTING IRRIGATION EQUIPMENT AND PIPING, INDICATED AS "PROTECT IN PLACE" ON PLAN, DUE TO CONSTRUCTION SHALL BE REPLACED IN KIND.

**ABBREVIATIONS**

- BFD BACKFLOW PREVENTER DEVICE
- IC IRRIGATION CONTROLLER
- LAT LATERAL LINE
- EL MAINLINE
- RCV REMOTE CONTROL VALVE
- OCV QUICK COUPLER VALVE
- SPR SPRINKLER



NO.	DATE	REVISIONS	DR. BY	PLANS PREPARED BY:
				WILLDAN ENGINEERING
				18181 EMBASSY PARKWAY NORTH SUITE 400 INDUSTRY, CA 91704 (951) 838-0200
				UNDER THE SUPERVISION OF: <i>John Hidalgo</i>
				DESIGNED BY: EAL DATE: 6/9/2023
				DRAWN BY: BNL

**CITY OF INDUSTRY**

APPROVED BY: *[Signature]* DATE: 9/15/22

CLERK: G. CALVILL, PE, REG. 27741 DEPUTY CITY ENGINEER

**NELSON AVENUE AND PUENTE AVENUE INTERSECTION WIDENING**

**IRRIGATION MODIFICATION PLAN**

CHECKED BY: DATE: 06/2022

JOB NO. CITY-1442 SHT. 10 OF 11

CITY-1442 CONTRACT DRAWING NO. 12 OF 27





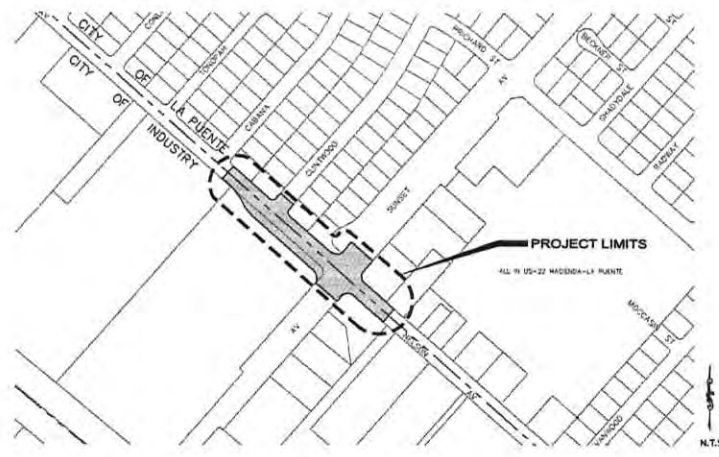
# CITY OF INDUSTRY

## IMPROVEMENT PROJECT NO. CITY-443

### NELSON AVENUE AND SUNSET AVENUE

### WIDENING IMPROVEMENTS

### CONTRACT NO. CITY-1442



**SHEET INDEX**

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	TYPICAL SECTION AND NOTES
3	DETAIL SHEET
4	DEMOLITION PLAN
5-6	PLAN AND PROFILE
7	INTERSECTION GRND
8	TRAFFIC SIGNAL PLAN
9	SIGNING AND STRIPING

**SHEET INDEX**

FOR PLANS PREPARED BY  
WILLDAN ENGINEERING.

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	STREET LIGHTING
3	IRRIGATION MODIFICATION PLAN
4	PLANTING MODIFICATION PLAN

**LEGEND AND ABBREVIATIONS:**

AC	ASPHALT CONCRETE	SDVWC	SAN GABRIEL VALLEY WATER CO. STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
BC	BEGIN CURVE	STA	STATION
BCR	BEGIN OF CURB RETURN	STD	STANDARD
BDRY	BOUNDARY	TC	TOP OF CURB
BVC	BEGINNING OF VERTICAL CURVE	TO	TOP OF GRADE
BW	BACK OF WALK	TRANS	TRANSITION
BK	BOTTOM OF DRIVEWAY CURB	TS	TRAFFIC SIGNAL
CAB	CRUSHED AGGREGATE BASE	TS	TOP OF DRIVEWAY CURB
CB	CATCH BASIN	TYP	TYPICAL
C&G	CURB AND GUTTER	VAR	VARIABLES
CWS	CITY OF INDUSTRY WATER WORKS SYSTEM	WI	WROUGHT IRON
CL	CENTER LINE	W	EXIST POWER POLE
CLF	CHAIN LINK FENCE	W	EXIST GUY WIRE
COMC	CONCRETE	W	EXIST PULL BOX
COS	CASING	W	EXIST CATCH BASIN
DWY	DRIVEWAY	W	EXIST FIRE HYDRANT
EC	END CURB	W	EXIST WATER VALVE
ECR	END OF CURB RETURN	W	EXIST TELEPHONE MANHOLE
ECV	END OF VERTICAL CURVE	W	EXIST SEWER MANHOLE
EG	EDGE OF GUTTER	W	EXIST DRAIN MANHOLE
ES	EXISTING SURFACE	W	EXIST MONITORING MELL
EX	EXISTING	W	EXIST DRIVEWAY
LKC	EXCAVATION	W	EXIST CURB AND GUTTER
FG	FINISHED GRADE	W	EXIST SIGN
FI	FIRE HYDRANT	W	EXIST TREE
FL	FLOW LINE	W	EXIST GAS LINE
FS	FINISHED SURFACE	W	EXIST SEWER LINE
ICV	IRRIGATION CHECK VALVE	W	EXIST WATER LINE
LP	LIP OF GUTTER	W	EXIST STORMSEWER LINE
LP	LOW POINT	W	EXIST TELEPHONE LINE
LT	LEFT	W	EXIST CHAIN LINK FENCE
MH	MANHOLE	W	PROPOSED DRIVEWAY
MIN	MINIMUM	W	PROPOSED PROPERTY ACQUISITION
MOC	MIDDLE OF CURVE	W	PROPOSED STREET LIGHT CONDUIT
OC	ON CENTER		
PCC	PORTLAND CEMENT CONCRETE		
PCC	POINT ON CURB		
PRC	POINT ON REVERSE CURB		
PT	POINT		
PVMT	PAVEMENT		
RCF	REINFORCED CONCRETE PIPE		
RT	RIGHT		
RAW	RIGHT OF WAY		
SCE	SOUTHERN CALIFORNIA EDISON		

**LIST OF STANDARDS**

SPPWC 2015 EDITION - SPPWC 2021 EDITION

SPPWC STD. PLAN NO. 116-2	DRIVEWAY APPROACH
SPPWC STD. PLAN NO. 111-5	CURB RAMP
SPPWC STD. PLAN NO. 112-2	CURB AND SIDEWALK JOINTS
SPPWC STD. PLAN NO. 120-2-3	CURB AND GUTTER
SPPWC STD. PLAN NO. 123-2-3	CROSS GUTTER
SPPWC STD. PLAN NO. 205-2-3	MANHOLE ADJUSTMENT
SPPWC STD. PLAN NO. 300-2-4	CURB OPENING CATCH BASIN
SPPWC STD. PLAN NO. 313-2-4	LOCAL DEPRESSION
SPPWC STD. PLAN NO. 381-2	ABANDONMENT DEALS
SPPWC STD. PLAN NO. 523-2	ROOT PROTRUSION
SPPWC STD. PLAN NO. 325-2	Blanket Protection for pipes
SPPWC STD. PLAN NO. 325-2	Pipe Connections to Existing Stormwater
CITY OF INDUSTRY STANDARD PLANS	
COI STD. PLAN NO. 112	CURB AND GUTTER
COI STD. PLAN NO. 115	Subways
COI STD. PLAN NO. 117	Drainage
STATE OF CALIFORNIA 2015 EDITION	
CALTRANS STD. PLAN NO. AS24 - A24F	STRIPING
CALTRANS STD. PLAN NO. RS1 - RS2	SIGNING

**NOTICE TO CONTRACTOR**

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



NO.	DATE	REVISIONS	QC. BY	REVISION PROVIDED BY
1	5/10/22	NEW 2021 EDITION OF THE GREENBOOK AND STANDARD PLANS UPDATED.	TO	WILLDAN Engineering
2		INDUSTRY CITY ENGINEER CONTRACTOR SHALL FURNISH ALL IMPROVEMENTS SHALL BE PER PLAN NUMBER THE SUPERVISION OF JUANMARTIN ORAZ COLEDES ENGINEER NOTED NO REVISIONS	RC	THOMAS PETER

6/10/22  
DATE



NO.	DATE	REVISIONS	CHK. BY	DESIGNED BY
1	5/10/22	NEW 2021 EDITION OF THE GREENBOOK AND STANDARD PLANS UPDATED.	TO	A. ASHD
				D.M.P.
				D. SOLAKHO
				J. M. DIAZ
	5/10/22			



**CITY OF LA PUENTE**

APPROVED BY: *Bill Palett* CITY ENGINEER DATE: 11/1/21

---

**CITY OF INDUSTRY**

INCORPORATED JUNE 14, 1937  
P.O. Box 3304, City of Industry, California 91744  
Administrative Offices: 18025 E. Sutford Street (909) 393-2511

Plans Prepared by: **JMD**

Checked by: *[Signature]* DATE: 10/25/21

**CITY OF INDUSTRY**

APPROVED BY: *[Signature]* DEPUTY CITY ENGINEER DATE: 10/25/21

**CITY OF INDUSTRY**

INCORPORATED JUNE 14, 1937  
P.O. Box 3304, City of Industry, California 91744  
Administrative Offices: 18025 E. Sutford Street (909) 393-2511

Plans Prepared by: **JMD**

Checked by: *[Signature]* DATE: 10/25/21

**NELSON AVENUE AND SUNSET AVENUE**  
**WIDENING IMPROVEMENTS**

TITLE SHEET

JOB NO. CITY-1442    SCALE: NONE    SHEET 1 OF 9

CITY-1442 CONTRACT DRAWING NO. 14 OF 27



**GENERAL NOTES**

1. GENERAL NOTES APPLY TO ALL PLANS.
  2. PRIME CONTRACTOR LICENSE REQUIRED CLASS A.
  3. ALL PROPOSED WORK SHALL BE CONSTRUCTED PER SPPWC STANDARD A AND SPECIFICATIONS UNLESS OTHERWISE SHOWN.
  4. PRIOR TO BEGINNING OF ANY WORK, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE CITY OF INDUSTRY, ENGINEERING OFFICE, 1922 STAFFORD ST., #100, CITY OF INDUSTRY, CA 91744. (925) 333-2211.
  5. ALL WORK COVERED BY THIS PLAN SHALL BE INSPECTED BY THE CITY ENGINEER. REQUEST FOR INSPECTION SERVICE SHALL BE MADE 48 HOURS IN ADVANCE AT (925) 333-2211.
  6. STREET IMPROVEMENT CONSTRUCTION SHALL BE DONE ACCORDING TO THE STANDARD PLANS OF THE CITY OF INDUSTRY, AVAILABLE AT THE ENGINEERING OFFICE OF THE CITY ENGINEER AT 1922 STAFFORD ST., #100, CITY OF INDUSTRY, CA 91744. (925) 333-2211.
  7. WORK IN EXISTING STREETS SHALL BE COMPLETED AS SOON AS POSSIBLE TO MAINTAIN CONVENIENCE TO ADJACENT PROPERTY OWNERS AND THE TRAVELING PUBLIC. FAILURE TO COMPLY WITH THIS REQUIREMENT IS A VIOLATION OF CITY ORDINANCE.
  8. THE CONTRACTOR SHALL NOTIFY THE LOS ANGELES COUNTY FIRE DEPARTMENT (916) 861-2617 AND THE LOS ANGELES SHERIFF DEPARTMENT (818) 338-3232 AT THE CITY OF INDUSTRY SUBSTATION AT LEAST 48 HOURS PRIOR TO START OF WORK. 48 HOURS PRIOR TO ANY STREET WORK, THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT AT 1 (800) 452-4133 AND OBTAIN AN INDUSTRY IDENTIFICATION NUMBER.
  9. THE OPTION OF USING SLAG IN LIEU OF CRUSHED AGGREGATE BASE FOR ANY STREET IMPROVEMENT IS NOT ALLOWED. "CLASS 2 AGGREGATE BASE" MEETING THE GRADING AND QUALITY REQUIREMENTS OF CALTRANS STANDARD SPECIFICATION SECTION 25-1.02B, AND INSTALLED PER CALTRANS STANDARD SPECIFICATION SECTION 25-1.03 MAY BE USED IN LIEU OF CRUSHED AGGREGATE BASE. EXISTING CONCRETE IMPROVEMENTS SHALL BE REPAIRED. CONCRETE PAVEMENT SHALL BE SAW CUT, FULL DEPTH, TO A TRUE LINE WHERE NEW CONCRETE OR ASPHALT IS TO JOIN.
  10. CONTRACTOR SHALL PROTECT ALL UTILITIES ENCOUNTERED DURING THIS PROJECT, AND SHALL NOTIFY THE CITY ENGINEER AND/OR HIS REPRESENTATIVE IMMEDIATELY IF ANY UTILITIES ARE UNEXPECTEDLY DAMAGED OR EXPOSED TO UTILITIES AS A RESULT TO CONTRACTORS ACTION SHALL BE REPAIRED AT THE CONTRACTORS SOLE EXPENSE TO THE SATISFACTION OF THE AGENCY HAVING JURISDICTION.
  11. ALL MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE IN ACCORDANCE WITH SECTION 201-1.8 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
  12. THE CONTRACTOR SHALL PROTECT AND RESTORE EXISTING UTILITIES AND IMPROVEMENTS AS PER SECTIONS 4-2.4 AND 4-2.5 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
  13. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, INCLUDING LICENSES, CERTIFICATES, INSPECTIONS, TESTS AND SERVICES. COPIES OF APPLICABLE PERMITS AND AN APPROVED SET OF PLANS MUST BE AT THE JOBSITE AT ALL TIMES.
  14. CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL UTILITIES.
  15. THE FOLLOWING IS A LIST OF THE UTILITIES COMPANIES AND THE PERSONS TO CONTACT REGARDING THE RESPECTIVE UTILITIES WITHIN THE LIMITS OF THIS PROJECT:
- |  |                |
|--|----------------|
| AMN ABOVEGROUND-INDUSTRY-FRONTIER COMMUNICATIONS             | (925) 400-0339 |
| INDUSTRY WATER   | (925) 400-0102 |
| INDUSTRY WASTE WATER   | (925) 400-0102 |
| SUBURBAN DIVISION - HANSEN CORLE                             | (714) 938-3200 |
| SO CALIFORNIA GAS COMPANY (DISTRIBUTION)                     | (925) 333-7151 |
| MR. JOE ZAVALA SOUTHERN CALIFORNIA Edison (CITY OF INDUSTRY) | (925) 582-3729 |
| MIHEL FLORES SOUTHERN CALIFORNIA Edison                      | (925) 590-2916 |
| GEORGE PARK LACORNY STORM DRAIN DESIGN                       | (925) 408-4900 |
| ARMANDIAN BENJAMIN FRONTIER                                  | (925) 408-6930 |
| MIHEL FLORES   | (925) 590-2916 |
| LOUIS GURDON CHARTER COMMUNICATIONS                          | (925) 833-2851 |
17. ANY CONTRACTOR OR SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
  18. THE WORK AREA SHALL BE CLEANED DAILY AND KEPT CLEAN. ALL DIRT, OIL AND DEBRIS.
  19. CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING WORK AREA BMP.
  20. CONTRACTOR SHALL FURNISH AND INSTALL ALL SIGNS, LIGHTS, BARRIERS, FLASHING ARROWS, BOARDS, AND ANY OTHER TRAFFIC CONTROL, WARNING DEVICES INCLUDING FLAGGERS AS MAY BE REQUIRED BY THE CITY ENGINEER OR HIS REPRESENTATIVE. CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS FOR THE CITY APPROVAL PRIOR TO CONSTRUCTION. ALL WORK AREA TRAFFIC CONTROL SHALL CONFORM TO THE REQUIREMENT SPECIFIED IN THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD). FAILURE TO DO SO SHALL BE CITED UNDER THE APPLICATION SECTION OF THE CALIFORNIA VEHICLE CODE (CVC) AND CONJECTIVE COST TO THE CITY SHALL BE CHARGED TO THE CONTRACTOR.
  21. CONSTRUCTION AND TEMPORARY SIGNING SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH CALTRANS TRAFFIC ENGINEERING MANUAL, MUTCD LATEST AND CALIFORNIA SUPPLEMENT AND AS APPROVED BY THE CITY ENGINEER. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLANS AS SPECIFIED.
  22. THE CITY ENGINEER AND/OR HIS REPRESENTATIVE SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO REMOVAL OF EXISTING TRAFFIC STRIPING, PAVEMENT MARKING OR SIGNS.
  23. NO PARKING SIGNS (18" x 18") CONTAINING CONSTRUCTION TIMES, CONSTRUCTION DATES, AND A REFERENCE TO CVC 22301.1 MUST BE POSTED 7 HOURS PRIOR TO CONSTRUCTION AT THE CONTRACTORS EXPENSE. CONTRACTORS SHALL NOTIFY EACH CITY OF CONSTRUCTION-RELATED PARKING RESTRICTIONS.
  24. CONTRACTORS SHALL HAND DELIVER NOTICE TO RESIDENTS TO ALL AFFECTED RESIDENTS AT LEAST THREE DAYS PRIOR TO THE START OF CONSTRUCTION. RESIDENTS SHALL ALSO BE INFORMED VIA NOTICES OF ANY SIGNIFICANT CHANGE TO THE PROJECT SCOPE OR SCHEDULE. ALL NOTICES MUST BE APPROVED BY THE CITY ENGINEER AND/OR HIS REPRESENTATIVE PRIOR TO DISTRIBUTION. COST FOR NOTIFICATION SHALL BE INCLUDED IN THE BID PRICE FOR CONSTRUCTION STAGING AND TRAFFIC CONTROL.

**CONSTRUCTION NOTES**

1. CONSTRUCT 15" THICK CRUSHED AGGREGATE BASE (CAB).
2. CONSTRUCT 4" THICK PORTLAND CEMENT CONCRETE PAVEMENT.
3. CONSTRUCT PCC CROSS GUTTER PER SPPWC STD. PLAN NO. 115-2 INCLUDING 6" CASE SEE DETAIL ON SHEET NO. 2.
4. CONSTRUCT 8" THICK OVERLAY APPROACH PER STD. PLAN NO. 114 WIDTH PER PLAN.
5. CONSTRUCT CURB AND GUTTER PER CITY OF INDUSTRY STD. PLAN NO. 111-2, E AND CASE PER PLAN.
6. CONSTRUCT 4-INCH THICK PCC SIDEWALK PER STD. PLAN NO. 115 INCLUDING BASE MATERIAL.
7. CONSTRUCT CURB AND GUTTER PER CITY OF INDUSTRY STD. PLAN NO. 115-2, TYPE LENGTH PER PLAN.
8. CONSTRUCT CURB AND GUTTER PER SPPWC STD. PLAN NO. 120-2.
9. CONSTRUCT MEDIAN ISLAND 8-INCH THICK CONCRETE OVER 80% COMPACTED NATIVE. SEE DETAIL SECTION FOR ISLAND.
10. ADJUST WATER VALVE BOX AND COVER TO FINISH GRADE.
11. ADJUST MANHOLE FRAME AND COVER TO GRADE PER SPPWC STD. PLAN NO. 305-2-1.
12. ADJUST MANHOLE COVER TO FINISH GRADE TO MATCH.
13. RELOCATE FIRE HYDRANT EITHER BY EXTENDING EXISTING FIRE HYDRANT LATERAL WITH ASSEMBLY OR INSTALL NEW FIRE HYDRANT ASSEMBLY INCLUDING BURNY, SPOCK, FIRE HYDRANT HEAD UNDER SUPERVISION OF SUBURBAN WATER COMPANY.
14. CONSTRUCT 18" DIA. RCP CATCH BASIN PER SPPWC STD. PLAN NO. 308-2-1, W/12" V.12.
15. CONSTRUCT LOCAL DEPRESSION AT CATCH BASIN PER SPPWC STD. PLAN NO. 349-A CASE 8 (FOR 14" WIDE CB).
16. CONSTRUCT 4" THICK PCC DRIVEWAY APPROACH PER SPPWC STD. PLAN NO. 112-W/12" V.12.
17. CONSTRUCT 4-INCH THICK PCC SIDEWALK OVER 80% COMPACTED NATIVE PER SPPWC STD. PLAN NO. 112-2.
18. CONSTRUCT CURB AND GUTTER PER SPPWC STD. PLAN NO. 305-2-1.
19. CONSTRUCT LOCAL DEPRESSION AT CATCH BASIN PER SPPWC STD. PLAN NO. 349-A CASE 8 (FOR 14" WIDE CB).
20. CONSTRUCT 18" DIAMETER REINFORCED CONCRETE PIPE (RCP) PER SPPWC STD. PLAN NO. 302-2-1, LENGTH PER PLAN.
21. CONSTRUCT 10 INCH CRUSHED AGG. BASE (CAB) COMPACT EXISTING SUBGRADE TO 95%.
22. CONSTRUCT 3-INCH THICK ASPHALT SURFACE COURSE (PS) 84-10 OVER 4-INCH THICK ASPHALT BASE COURSE (PS) 94-10 (10-8).
23. CONSTRUCT 4" THICK PCC DRIVEWAY APPROACH PER SPPWC STD. PLAN NO. 112-W/12" V.12.
24. CONSTRUCT 4-INCH THICK PCC SIDEWALK OVER 80% COMPACTED NATIVE PER SPPWC STD. PLAN NO. 112-2.
25. CONSTRUCT CURB AND GUTTER PER SPPWC STD. PLAN NO. 305-2-1.
26. CONSTRUCT LOCAL DEPRESSION AT CATCH BASIN PER SPPWC STD. PLAN NO. 349-A CASE 8 (FOR 14" WIDE CB).
27. CONSTRUCT 18" DIAMETER REINFORCED CONCRETE PIPE (RCP) PER SPPWC STD. PLAN NO. 302-2-1.
28. CONSTRUCT MANHOLE FOR SPPWC STD. NO. 321-2.
29. REMOVE EXISTING CATCH BASIN AND 18" RCP CONNECTOR PIPE AND SEAL THE MANHOLE PER SPPWC STD. PLAN 381-2.
30. FURNISH AND INSTALL AUTOMATIC RETRACTABLE SCREEN (ARS) WIDTH PER PLAN. MODEL: CLEANSCREEN 18" PER UNITED STATES WATER INC. AND CONNECTOR PIPE SCREEN (CPS) PER UNITED STATES WATER INC. STD. PLAN NO. 320-2-1.
31. CONSTRUCT 6" LONG CONCRETE BLANKET PROTECTION PER SPPWC STD. PLAN 350-2.

**SIGNING AND STRIPING NOTES**

1. PROTECT EXISTING STRIPING/LEGEND IN PLACE.
2. REMOVE STRIPING AND MARKING BY WET BLOASTING/DRIPPING.
3. INSTALL 4-INCH YELLOW CENTERLINE PER CALTRANS 2015 STD. PLAN NO. A24, DETAIL 1.
4. INSTALL 4-INCH WHITE LANE LINE PER CALTRANS 2015 STD. PLAN NO. A24, DETAIL 8.
5. INSTALL 4-INCH DOUBLE YELLOW PER CALTRANS 2015 STD. PLAN NO. A24, DETAIL 22.
6. INSTALL 4-INCH DOUBLE YELLOW MEDIAN ISLAND PER CALTRANS 2015 STD. PLAN NO. A20B, DETAIL 28.
7. INSTALL 4-INCH SOLID WHITE CHANGELINE LINE PER CALTRANS 2015 STD. PLAN NO. A30D, DETAIL 30.
8. INSTALL PAVEMENT MARKING ARROWS PER CALTRANS 2015 STD. PLAN NO. A24, TYPE PER PLAN.
9. INSTALL PAVEMENT MARKING WORDS PER CALTRANS 2015 STD. PLAN NO. A24, COLOR AND TYPE PER PLAN.
10. INSTALL 12-INCH WHITE SOLID LIMIT LINE PER CALTRANS 2015 STD. PLAN NO. A24.
11. INSTALL 12-INCH WHITE SOLID CROSSWALK PER CALTRANS 2015 STD. PLAN NO. A24, COLOR AND TYPE PER PLAN.
12. INSTALL 4-INCH SOLID WHITE LINE, 8" IN LENGTH (UNLESS OTHERWISE NOTED) WITH TYPE O MARKERS AT EACH END.
13. INSTALL POST SIGN AND CURB STRIPING PER MEDIAN CROSS DETAIL HEREON.
14. INSTALL SIGN AND POST PER PLAN.
15. RELOCATE EXISTING SIGN ONTO A NEW POST AS SHOWN.
16. PAINT CURB "TIE", LENGTH AS NOTED.

**CONCRETE REMOVAL NOTES**

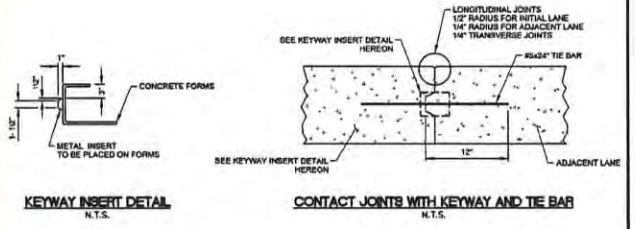
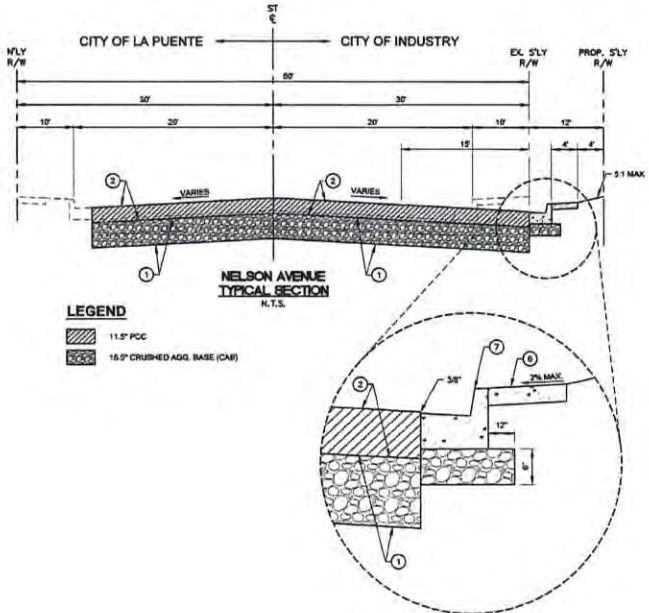
WHERE REINFORCEMENT IS REQUIRED TO EXTEND THROUGH THE NEW JOINT, CONCRETE SHALL BE REMOVED IN THE FOLLOWING SEQUENCE:

1. A SAWCUT SHALL BE MADE ONE AND ONE-HALF INCHES DEEP AT THE REMOVAL LIMITS. CARE SHALL BE EXERCISED IN SAWING AT THE REMOVAL LIMITS SO AS NOT TO CUT THE REINFORCING STEEL IN THE REMAINING CONCRETE. EXISTING REINFORCING STEEL SHALL BE RETAINED AND EXTENDED INTO THE NEW CONSTRUCTION AS INDICATED ON THE PLANS.
2. USING HANDHELD EQUIPMENT, THE CONCRETE SHALL BE CAREFULLY REMOVED TO THE FULL DEPTH OF THE WALL OR SLAB AND FOR A MINIMUM DISTANCE FROM THE SAWCUT EQUAL TO THE LONGEST EXTENSION OF THE EXISTING BARS TO BE EXTENDED INTO THE NEW CONSTRUCTION. THIS EXTENSION SHALL BE 30 BAR DIAMETERS, UNLESS OTHERWISE SHOWN.
3. EXISTING REINFORCEMENT SHALL BE CUT TO THE REQUIRED BAR EXTENSION.
4. THE REMAINING CONCRETE MAY BE REMOVED BY ANY SUITABLE METHOD UPON APPROVAL OF THE ENGINEER, WHO SHALL BE THE SOLE JUDGE OF THE USE OF ANY CONCRETE REMOVAL EQUIPMENT. EXPLORSIVE, WINDING BALL, OR OTHER SIMILAR DEVICES WHICH ARE LIKELY TO DAMAGE THE CONCRETE TO BE LEFT IN PLACE, SHALL NOT BE USED.

**ADDITIONAL AGENCIES TO BE NOTIFIED\***

SERVICES/COMPANY	CONTACT PERSON	PHONE NUMBER
CITY OF INDUSTRY	DEPT. OF PUBLIC WORKS	(925) 333-2211
CITY OF LA PUENTE	DEPT. OF PUBLIC WORKS	(925) 955-1500
L.A. COUNTY PUBLIC WORKS TEL DIVISION	PAUL WOLFORD	(925) 458-1700
LEVEL 3 COMMUNICATIONS	AJRA ALIARAN	(726) 888-0482
MOVERIDGE BUSINESS	DEAN BOYERS	(971) 729-4322
SOUTHERN CALIFORNIA GAS	FRANK	(925) 709-4934
SAN GABRIEL VALLEY WATER CO.	WENDY COOPER	(925) 291-7340 (925) 488-6140
SUBURBAN WATER SYSTEMS	VALERY TAYLOR	(925) 543-2672
SOUTHERN CALIFORNIA Edison LOCAL DISTRIBUTION	JOE ZAVALA	(925) 582-3729
URTEL CABLE TV (THE WORKERS) - SPECTRUM	JEFF FLECK	(925) 350-2318 (925) 433-6323
MCI COMMUNICATION SERVICES-VERIZON	JOHN BACHLEDER	(925) 925-2110 (925) 925-3394
SAVANTION DISTRICT 20 - LOS ANGELES COUNTY	TOMMY BORG	(866) 686-7411
LA PUENTE VALLEY WATER	ROY FAUSTO	(925) 350-1136
INDUSTRIAL CANALS	JOHN FAUSTO	(925) 496-2473

\* ALSO SHERIFF'S DEPARTMENT, COUNTY FIRE DEPARTMENT AND CID



**8**

NEW 2021 EDITION OF THE GREENBOOK AND STANDARD PLANS UPDATED.

Call 811 where you work.

NO.	DATE	REVISIONS	CHK. BY	DESIGNED BY
1	5/25/22	NEW 2021 EDITION OF THE GREENBOOK AND STANDARD PLANS UPDATED.	IG	A. AMB
				D. M. F.
				D. SOLARI
				J. M. DIAZ
	03/2018			

**CITY OF LA PUENTE**

APPROVED BY *Bill Barrett* CITY ENGINEER *4/1/21* DATE

**CITY OF INDUSTRY**

APPROVED BY *Clement M. Calvello* DEPUTY CITY ENGINEER *10/20/21* DATE

INCORPORATED JUNE 14, 1957  
P.O. BOX 3300, City of Industry, California 91744  
Administrative Office: 1922 S. Stafford Street  
(925) 333-2211

**Plans Prepared by: JMD**

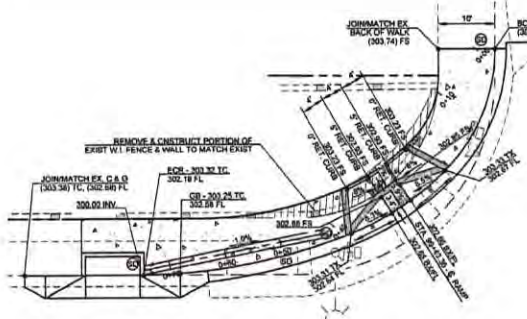
**NELSON AVENUE AND SUNSET AVENUE WIDENING IMPROVEMENTS**

**NOTES AND TYPICAL SECTION**

JOB NO. CITY-1442 SCALE: NONE SHEET 2 OF 9

CITY-1442 CONTRACT DRAWING NO. 15 OF 27

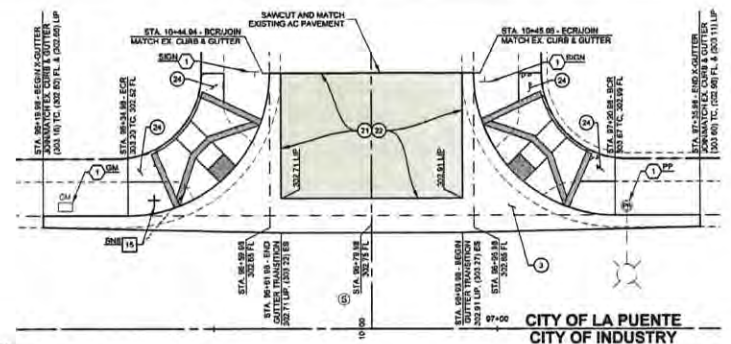




**CURB RAMP DETAIL #1**  
NORTH CORNER OF NELSON AVE AND SUNSET AVE

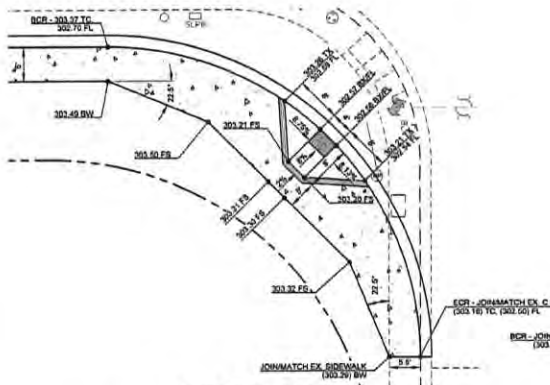


**CURB RAMP DETAIL #2**  
EAST CORNER OF NELSON AVE AND SUNSET AVE

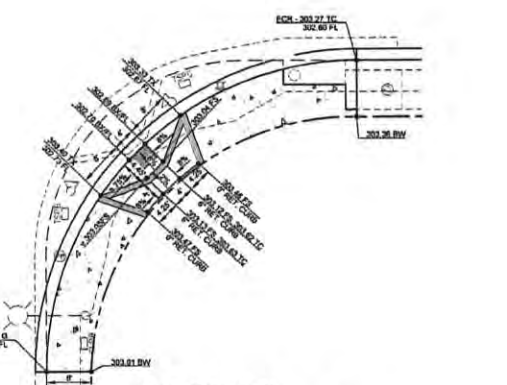


**CROSS GUTTER DETAIL**  
INTERSECTION OF NELSON AVE AND CLINTWOOD AVE

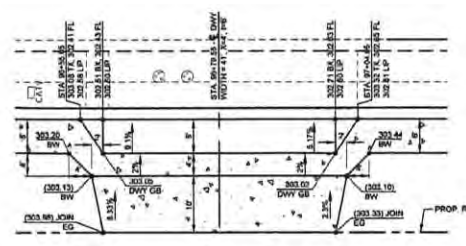
NOTE TO CONTRACTOR:  
NEED TO VERIFY EXISTING  
ELEVATION ALONG CLINTWOOD AVE



**CURB RAMP DETAIL #3**  
WEST CORNER OF NELSON AVE AND SUNSET AVE



**CURB RAMP DETAIL #4**  
SOUTH CORNER OF NELSON AVE AND SUNSET AVE



**DRIVEWAY DETAIL (TYPE B, W=4'-X=4'-I=6')**  
RIGHT OF C

- CONSTRUCTION NOTES**
- 1. CONSTRUCT PCC CROSS GUTTER PER SPPWC STD. PLAN NO. 113-2 INCLUDING F.C.M. SEE DETAIL ON SHEET NO. 3.
  - 2. CONSTRUCT 1" THICK PCC DRIVEWAY APPROACH PER CDR STD. PLAN NO. 114. WIDTH PER PLAN.
  - 3. CONSTRUCT 16-INCH CRUSHED AGG. BASE (CAB) COMPACT EXISTING SUBGRADE TO 90%.
  - 4. CONSTRUCT 3-INCH THICK AC PAVEMENT SURFACE COURSE (PG 84-10-D) OVER 8-INCH THICK AC PAVEMENT BASE COURSE (PG-94-10-B).
  - 5. CONSTRUCT 4-INCH THICK PCC SIDEWALK OVER 90% COMPACTED NATIVE PER SPPWC STD. PLAN NO. 113-2.

- SIGNING AND STRIPING NOTES**
- 14 - RELOCATE EXISTING SIGN ONTO A NEW POST AS SHOWN.
  - 15 - PROTECT IN PLACE.



<b>CITY OF LA PUENTE</b>		<b>CITY OF INDUSTRY</b>	
APPROVED BY: <i>William E. Scott</i>	CITY ENGINEER: <i>W/E</i>	APPROVED BY: <i>Clement R. Calvillo</i>	DEPUTY CITY ENGINEER: <i>10/20/21</i>
<b>CITY OF INDUSTRY</b>		<b>CITY OF INDUSTRY</b>	
INCORPORATED JUNE 16, 1957 P.O. Box 5358, City of Industry, California 91744 Administrative Offices: 19225 C. Stanford Street (626) 333-2211		<b>Plans Prepared by:</b> <b>JMD</b> JAMES M. DRAZ CIVIL ENGINEER LICENSE NO. 13483	
<b>NELSON AVENUE AND SUNSET AVENUE WIDENING IMPROVEMENTS</b>			
<b>DETAIL SHEET</b>			
JOB NO. CITY-1442	SCALE: 1" = 10'	SHEET 3 OF 9	
CITY-1442 CONTRACT DRAWING NO. 16 OF 27			

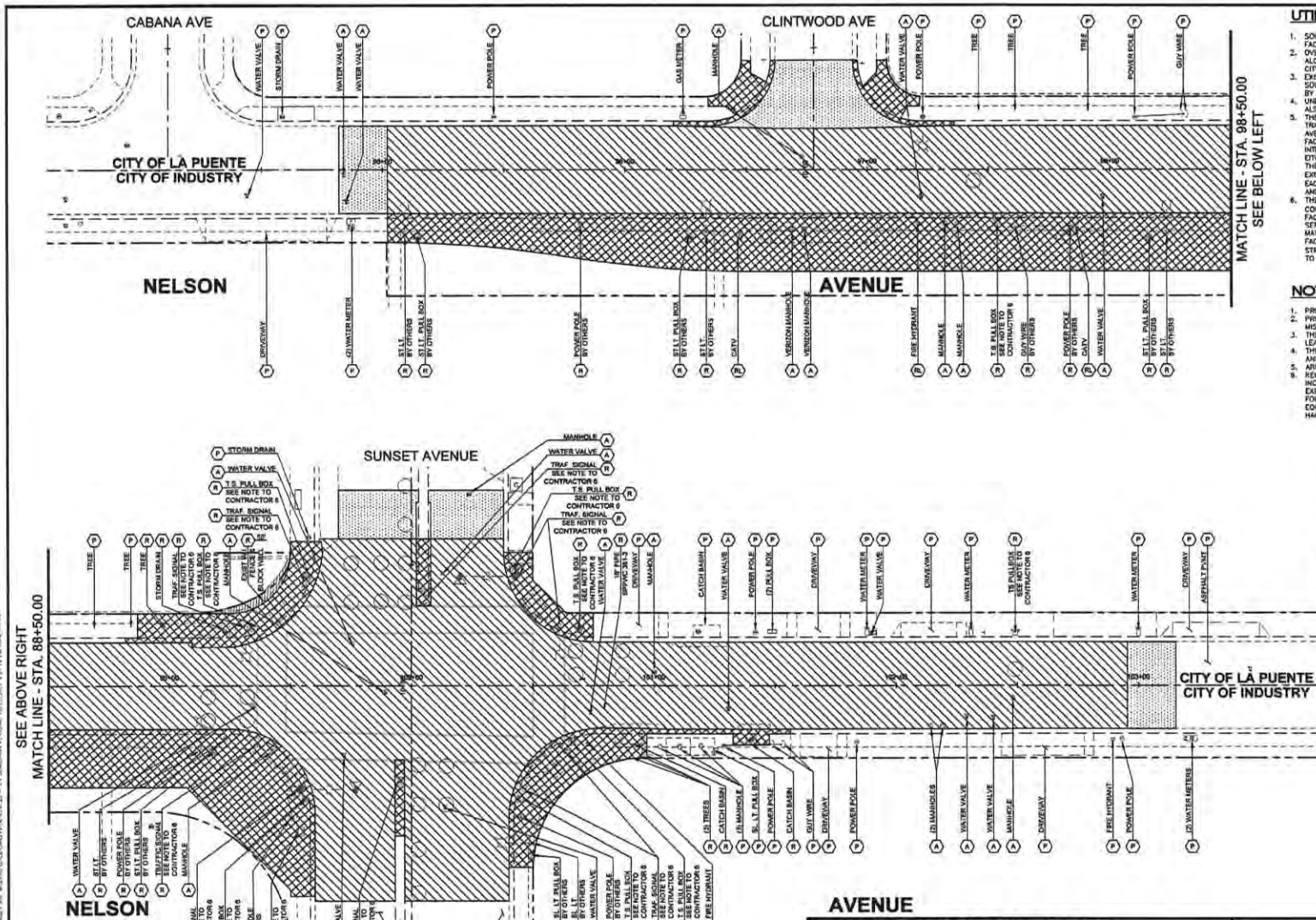


NO.	DATE	REVISIONS	CHK. BY
1	5/05/22	NEW 2021 EDITION OF THE GREENBOOK AND STANDARD PLANS UPDATED.	TG



A:\2021\21-1442\INDUSTRY - WIDENING AVE IMPROVEMENTS\DRAWINGS - 16 OF 27\INDUSTRY - WIDENING AVE IMPROVEMENTS - 16 OF 27.DWG - 10/20/21 10:48 AM





- ### UTILITY NOTES:
- SOUTHERN CALIFORNIA EDISON COMPANY (SCE) OWNS AND OPERATES THE FOLLOWING FACILITIES IN THE PROJECT AREA:
  - OVERHEAD ELECTRICAL DISTRIBUTION LINES OF 12KV MOUNTED ON TALL POLES ALONG THE SOUTH SIDE OF NELSON AVENUE. WIDENING NELSON AVENUE TO MEET CITY OF INDUSTRY WIDTHS REQUIRES RELOCATION OF POLES AND WIRES BY SCE.
  - EXISTING STD. MARBELITE STREET LIGHTS WITH UNDERGROUND WIRING LOCATED IN SOUTH SIDE OF NELSON AVENUE. WEST OF SUNSET AVENUE, WILL NEED RELOCATION BY SCE FOR THE STREET WIDENING.
  - UNDERGROUND WIRING WITH FULL BOXES FOR THE STREET LIGHTS OF A-2 WILL ALSO BE RELOCATED FOR THE WIDENING FOR THE WIDENING.
  - THE CITY OF INDUSTRY AND CITY OF LA PUENTE JOINTLY OWN AND OPERATE A TRAFFIC SIGNAL SYSTEM AT THE INTERSECTION OF NELSON AVENUE AND SUNSET AVENUE. THERE ARE 6 SHORT POLES AND 3 TALL POLES FOR SIGNAL HEADS TO FACILITATE THE WIDENING PROJECT, WHICH AFFECTS THE 4 CORNERS OF THE INTERSECTION AND THE 2 MEDIANS ON SUNSET AVENUE. THE CONTRACTOR SHALL EITHER INSTALL A TEMPORARY TRAFFIC SIGNAL SYSTEM FOR THE PERIOD OF THE STREET IMPROVEMENTS OR PROVIDE PROTECTIVE WORKS SUCH AS A-RAILS FOR EXISTING FACILITIES UNTIL THE NEW TRAFFIC SIGNAL NEED OF 8 POLES (2 PER EACH OF THE 4 CORNERS OF THE INTERSECTION WITH APNS TO MOUNT CAMERAS AND HEADS FOR EACH LEFT-TURN AND THROUGH-LANE CAN BE INSTALLED).
  - THE VERIZON TELEPHONE COMPANY AND ITS PREDECESSOR, GENERAL TELEPHONE COMPANY (GTC), HAVE OVERHEAD WIRING ON SCE POLES AND UNDERGROUND FACILITIES IN 2 VALLTS IN NELSON AVE FOR TELEPHONE AND COMMUNICATION SERVICES IN THE AREA. IT WOULD APPEAR THAT OTHER COMMUNICATION SERVICES MAY ALSO HAVE OVERHEAD FACILITIES ON THE SAME POLES. ALL SUCH OVERHEAD FACILITIES WILL NEED TO BE RELOCATED OR UNDERGROUND IN ADVANCE OF STREET WIDENING. THE VERIZON/GTC MANHOLE COVERS ON THEIR VALLTS MAY HAVE TO BE ADJUSTED WHEN NELSON AVENUE STREET IMPROVEMENTS ARE MADE.

- ### NOTE TO CONTRACTOR
- PROTECT-IN-PLACE EXISTING UNDERGROUND UTILITY, UNLESS OTHERWISE INDICATED.
  - PROTECT-IN-PLACE EXISTING UTILITIES, POLES, VALVES, COVER, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
  - THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER OR ENGINEER IN CHARGE AT LEAST 48 HOURS PRIOR TO REMOVAL OF ANY AC OR CONCRETE PAVEMENT.
  - THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF SUBMITTING TO REMOVE AND REPLACE AND REPLACE AC OR CONCRETE PAVEMENT WITH THE CITY ENGINEER. ARRANGING FOR HAUL AWAY AND DISPOSAL OF ALL REMOVALS.
  - REMOVE EXISTING TRAFFIC SIGNAL POLE, FOUNDATION, MAST ARM AND EQUIPMENT INCLUDING FULLBOXES. CONDUIT SHALL BE ABANDONED AND CONDUITS REMOVED. EXISTING LOOP DETECTORS SHALL BE ABANDONED. CONTRACTOR TO REMOVE FOUNDATION COMPLETELY TO THE SATISFACTION OF THE FIELD ENGINEER. ALL EQUIPMENT TO BE REMOVED SHALL BECOME PROPERTY OF THE CONTRACTOR AND HAUL AWAY AT HIS EXPENSE.

### LEGEND

- (P) PROTECT
- (R) REMOVE
- (M) RELOCATE
- (AG) ADJUST TO GRADE
- (AB) ABANDON
- [Hatched Pattern] DEMOLITION PORTION INCLUDES PAVEMENT, MEDIAN CURB & CUTTER, CURB & CUTTER, SIDEWALK, DRIVEWAY, LANDSCAPE AREA, UNCLASSIFIED EXCAVATION, BLOCK WALL, FENCES
- [Diagonal Hatched Pattern] REMOVE AND HAUL EXISTING AC PAVEMENT/AB/SUBGRADE 27" DEEP AND OR EXISTING TURF
- [Dotted Pattern] REMOVE AND HAUL EXISTING AC PAVEMENT/AB/SUBGRADE 16" DEEP

SEE ABOVE RIGHT  
MATCH LINE - STA. 88+50.00

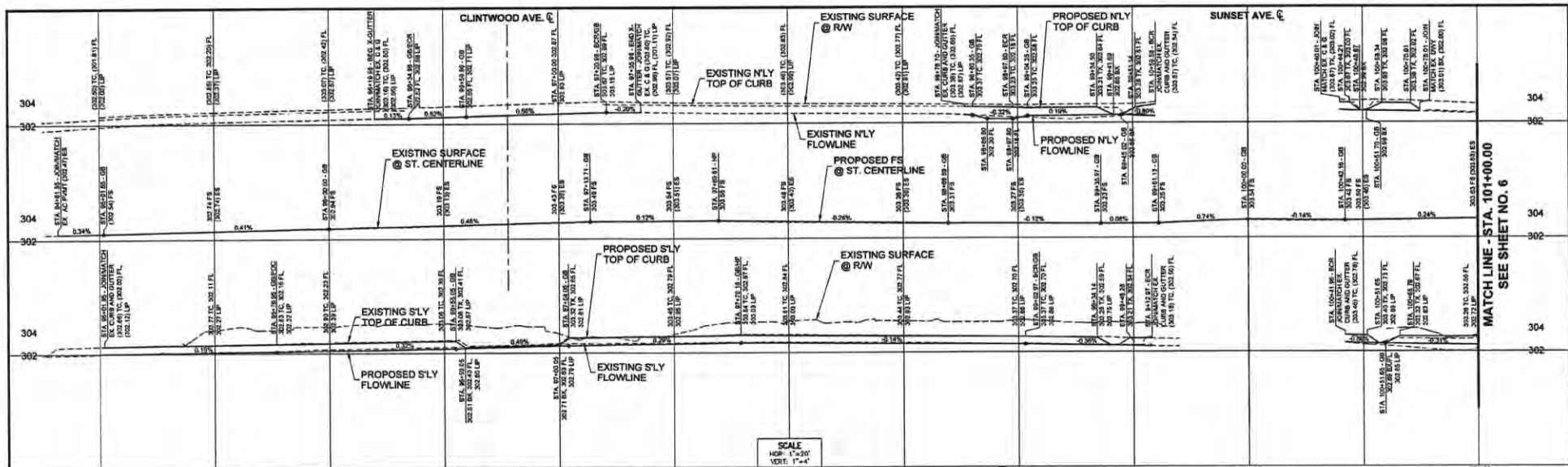
MATCH LINE - STA. 98+50.00  
SEE BELOW LEFT

### AVENUE

<b>CITY OF LA PUENTE</b> APPROVED BY: <i>[Signature]</i> CITY ENGINEER DATE: 4/12/11 BILL PATRICK, R.C.E. 2743		<b>CITY OF INDUSTRY</b> APPROVED BY: <i>[Signature]</i> DEPUTY CITY ENGINEER DATE: 10/26/11 CLEMENT R. CALVELLO, PE, R.C.E. 2743	
<b>CITY OF INDUSTRY</b> INCORPORATED APRIL 16, 1967 P.O. Box 3584, City of Industry, California 91744 Administrative Offices: 18025 E. Starling Street (626) 333-2711		<b>Plans Prepared by:</b> <b>JMD</b> JMD CONSULTANTS 10155/11	
<b>DEMOLITION PLAN</b>		JOB NO. CITY-1442    SCALE: 1" = 20'    SHEET 4 OF 9	
CITY-1442 CONTRACT DRAWING NO. 17 OF 27			

<p>Know what's below. Call 811 today.</p>	NO.	DATE	REVISIONS	CHECK BY
				A. ABAD
				G. M. P.
				D. SOLANO
				J. M. DIAZ
			DATE: 02/20/10	





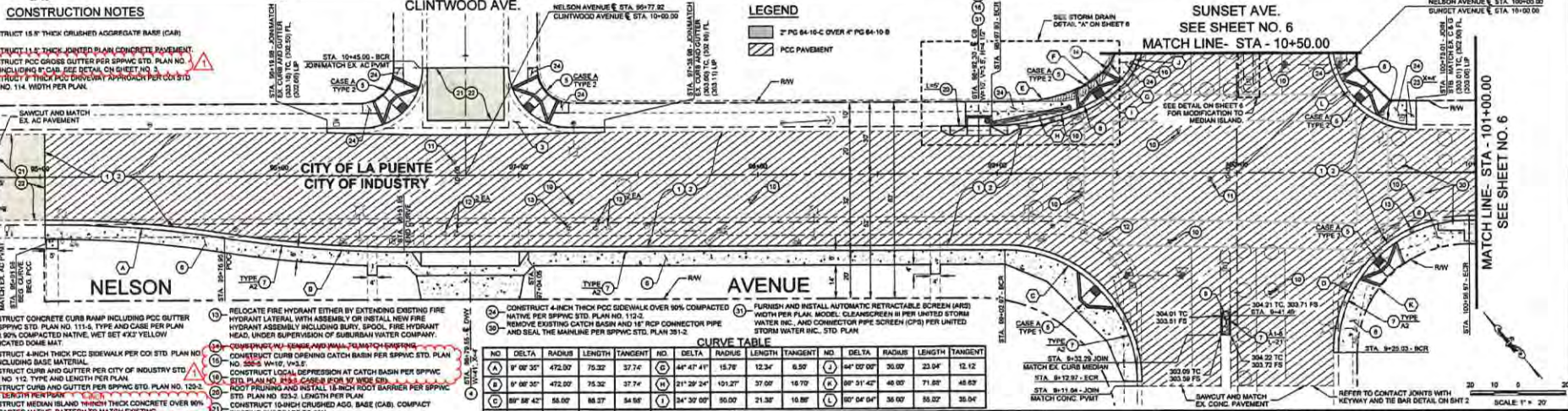
SCALE  
HORIZ. 1"=50'  
VERT. 1"=4'

**CONSTRUCTION NOTES**

- 1. CONSTRUCT 15" THICK CRUSHED AGGREGATE BASE (CAB)
- 2. CONSTRUCT 11" THICK JOINTED PLAN CONCRETE PAVEMENT
- 3. CONSTRUCT PCC GROSS GUTTER PER SPWVC STD. PLAN NO. 111-A INCLUDING BY CAB DETAIL ON SHEET NO. 6
- 4. CONSTRUCT 4" THICK PCC DRIVEWAY APPROACH PER STD. PLAN NO. 114 WIDTH PER PLAN.

**LEGEND**

- 1" PG 64-16-C OVER 4" PG 64-10-B
- PCC PAVEMENT

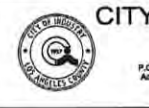


- 5. CONSTRUCT CONCRETE CURB RAMP INCLUDING PCC GUTTER PER SPWVC STD. PLAN NO. 111-A, TYPE AND CASE PER PLAN OVER 50% COMPACTED NATIVE, WET SET #43 YELLOW TRICHATED DOME MAT
- 6. CONSTRUCT 4-INCH THICK PCC SIDEWALK PER CCI STD. PLAN NO. 115 INCLUDING BASE MATERIAL
- 7. CONSTRUCT CURB AND GUTTER PER CITY OF INDUSTRY STD. PLAN NO. 112, TYPE AND LENGTH PER PLAN
- 8. CONSTRUCT CURB AND GUTTER PER SPWVC STD. PLAN NO. 123-2
- 9. TYPE LENGTH PER PLAN
- 10. CONSTRUCT MEDIAN ISLAND 18-INCH THICK CONCRETE OVER 90% COMPACTED NATIVE. PATTERN TO MATCH EXISTING
- 11. ADJUST SIGN STRUCTURE VALUE PER AND COVER TO GRADE
- 12. ADJUST SIGN STRUCTURE VALUE PER AND COVER TO GRADE
- 13. ADJUST SIGN STRUCTURE VALUE PER AND COVER TO GRADE
- 14. ADJUST SIGN STRUCTURE VALUE PER AND COVER TO GRADE
- 15. ADJUST SIGN STRUCTURE VALUE PER AND COVER TO GRADE
- 16. RELOCATE FIRE HYDRANT EITHER BY EXTENDING EXISTING FIRE HYDRANT LATERAL WITH ASSEMBLY OR INSTALL NEW FIRE HYDRANT ASSEMBLY INCLUDING BURY, SPOOL, FIRE HYDRANT HEAD, UNDER SUPERVISION OF SUBURBAN WATER COMPANY
- 17. CONSTRUCT CURB OPENING CATCH BASIN PER SPWVC STD. PLAN NO. 103-B 18" x 18" x 18" W-1.5
- 18. CONSTRUCT LOCAL DEPRESSION AT CATCH BASIN PER SPWVC STD. PLAN NO. 103-B CONSIDER FROM 1/4" WIDE 5/8" FOOT PRINTING AND INSTALL 1/2" INCH ROOT BARRIER PER SPWVC STD. PLAN NO. 103-2 LENGTH PER PLAN
- 19. CONSTRUCT 10-INCH CRUSHED AGG. BASE (CAB), COMPACT EXISTING SUBGRADE TO 90%
- 20. CONSTRUCT 4-INCH THICK AC PAVEMENT SURFACE COURSE (PG 64-10-C) OVER 4-INCH THICK AC PAVEMENT BASE COURSE (PG 64-10-B)
- 21. CONSTRUCT 4" THICK PCC DRIVEWAY APPROACH PER SPWVC STD. PLAN NO. 110-2. WING (X) PER PLAN.

**CURVE TABLE**

NO.	DELTA	RADIUS	LENGTH	TANGENT	NO.	DELTA	RADIUS	LENGTH	TANGENT	NO.	DELTA	RADIUS	LENGTH	TANGENT
(A)	9° 08' 35"	472.93	79.32	37.74	(D)	44° 47' 41"	15.78	12.34	6.59	(G)	94° 02' 00"	30.00	23.94	12.12
(B)	9° 08' 35"	472.93	79.32	37.74	(E)	21° 29' 24"	131.27	37.00	16.70	(H)	80° 31' 42"	48.00	71.80	48.00
(C)	80° 58' 42"	58.00	16.37	34.58	(F)	34° 30' 00"	85.00	21.38	10.87	(I)	80° 04' 04"	38.00	35.02	35.04
(D)	90° 01' 07"	65.00	16.41	35.02										
(E)	21° 29' 17"	63.19	23.72	12.07										
(F)	23° 42' 10"	42.00	17.30	8.91										

NO.	DATE	REVISIONS	CHK. BY	DESIGNED BY
1	5/25/22	NEW 2021 EDITION OF THE GREENBOOK AND STANDARD PLANS UPDATE	TG	A. ARAD
				G.M.F.
				D. BICKART
				J. M. DIAZ



**CITY OF LA PUENTE**  
 APPROVED BY: *Willie Egan*  
 CITY ENGINEER  
 DATE: 10/26/21

**CITY OF INDUSTRY**  
 APPROVED BY: *Clement R. Calvallo*  
 DEPUTY CITY ENGINEER  
 DATE: 10/26/21

**811** Know what's below. Call 811 before you dig.

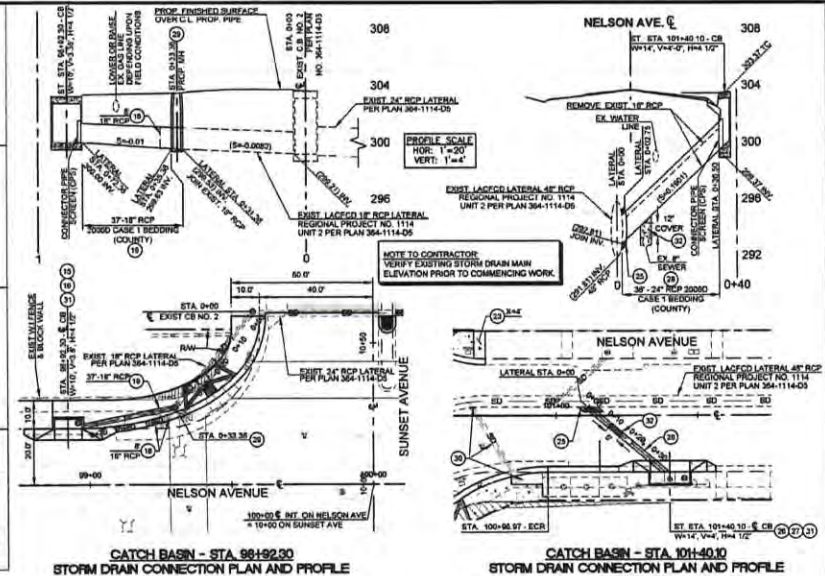
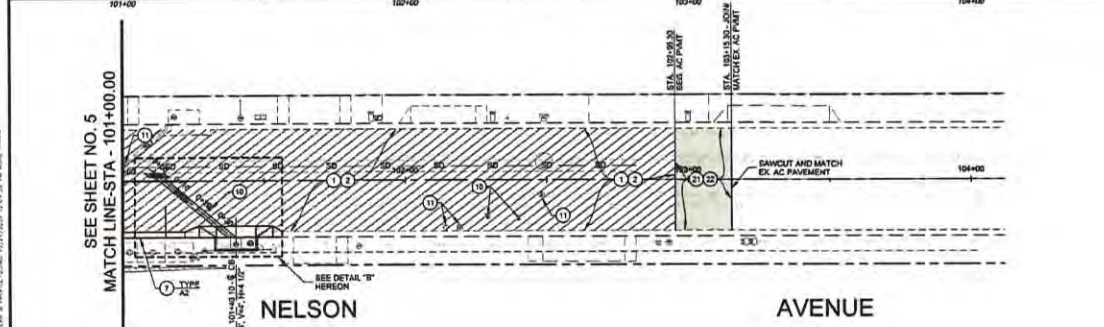
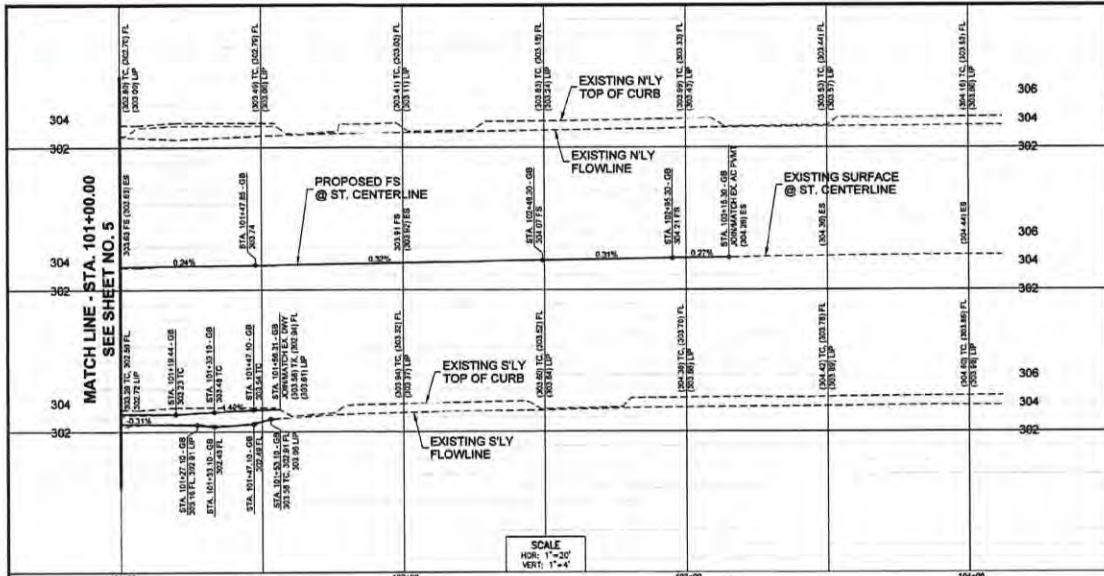
**CITY OF INDUSTRY**  
 INCORPORATED JUNE 18, 1907  
 P.O. Box 2306, City of Industry, California 91744  
 Administrative Office: 19625 E. Suttard Street  
 (626) 333-2511

Plane Prepared by: **JMD**  
 JMD CONSULTING ENGINEERS  
 10/26/21

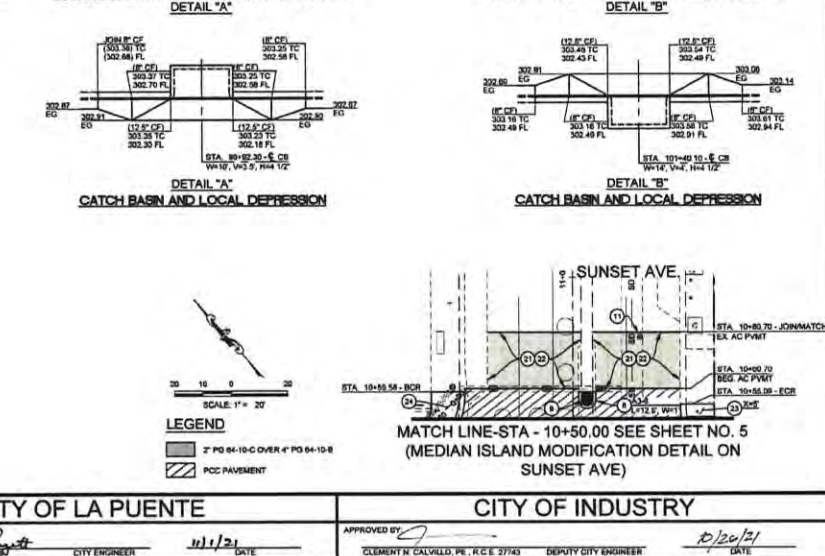
**NELSON AVENUE AND SUNSET AVENUE WIDENING IMPROVEMENTS**  
 PLAN AND PROFILE

JOB NO. CITY-1442    SCALE: 1" = 20'    SHEET 5 OF 9  
 CITY-1442 CONTRACT DRAWING NO. 18 OF 27





- CONSTRUCTION NOTES**
- CONSTRUCT 16.5" THICK CRUSHED AGGREGATE BASE (CAB).
  - CONSTRUCT 11.5" THICK JOINTED PAIN CONCRETE PAVEMENT.
  - CONSTRUCT CURB AND GUTTER PER CITY OF INDUSTRY STD.
  - PER PLAN NO. 112-TYPE AND DETAIL PER PLAN.
  - CONSTRUCT CURB AND GUTTER PER SPWVC STD. PLAN NO. 110-3-TYPE LENGTH PER PLAN.
  - CONSTRUCT WATER GAS VALVE AND 16" RCP THICK CONCRETE OVER 90% COMPACTED 4" THICK PCC DRIVEWAY APPROACH TO MATCH EXISTING.
  - ADJUST WATER GAS VALVE BOX AND COVER TO GRADE.
  - ADJUST MANHOLE FRAME AND COVER TO GRADE PER SPWVC STD. PLAN NO. 208-20-3.
  - CONSTRUCT CURB OPENING CATCH BASIN PER SPWVC STD. PLAN NO. 208-20-3.
  - CONSTRUCT LOCAL DEPRESSION AT CATCH BASIN PER SPWVC STD. PLAN NO. 208-20-3 CASE B FOR 10" WIDE CB.
  - REMOVE EXISTING CATCH BASIN AND 16" RCP CONNECTOR PIPE.
  - CONSTRUCT 16" DIAMETER REINFORCED CONCRETE PIPE (2000).
  - CONSTRUCT 10-INCH CRUSHED AGG. BASE (CAB). COMPACT EXISTING SUBGRADE TO 95%.
  - CONSTRUCT 2-INCH THICK AC PAVEMENT SURFACE COURSE (PO 64-10-C) OVER 4-INCH THICK AC PAVEMENT BASE COURSE (PO 64-10-B).
  - CONSTRUCT 4" THICK PCC DRIVEWAY APPROACH PER SPWVC STD. PLAN NO. 110-2-WIND (X) PER PLAN.
  - CONSTRUCT 4-INCH THICK PCC SIDEWALK OVER 90% COMPACTED NATIVE PER SPWVC STD. PLAN NO. 112-3.
  - PIPE CONNECTION TO EXISTING 48" RCP PER SPWVC STD. PLAN NO. 208-2.
  - CONSTRUCT CURB OPENING CATCH BASIN PER SPWVC STD. PLAN NO. 208-2-WIND (X) PER PLAN.
  - CONSTRUCT LOCAL DEPRESSION AT CATCH BASIN PER SPWVC STD. PLAN NO. 208-2-WIND (X) PER PLAN.
  - CONSTRUCT LOCAL DEPRESSION AT CATCH BASIN PER SPWVC STD. PLAN NO. 208-2-WIND (X) PER PLAN.
  - CONSTRUCT 2" DIAMETER REINFORCED CONCRETE PIPE (2000).
  - CONSTRUCT MANHOLE PER SPWVC STD. NO. 121-3.
  - REMOVE EXISTING CATCH BASIN AND 16" RCP CONNECTOR PIPE AND SEAL THE MAINLINE PER SPWVC STD. PLAN 208-3.
  - FURNISH AND INSTALL AUTOMATIC RETRACTIBLE SCREEN (ARS) WIDTH PER PLAN MODEL. CLEANSCREEN III PER UNITED STORM WATER INC. STD. PLAN.
  - CONSTRUCT 4" THICK CONCRETE BLANKET PROTECTION PER SPWVC STD. PLAN 208-2.



**811**  
 Know what's below.  
 Call 811 before you dig.

NO.	DATE	REVISIONS	CHK. BY	DESIGNED BY
1	9/25/20	NEW 2021 EDITION OF THE GREENBOOK AND STANDARD PLANS UPDATED.	TC	A. ABAD
				G.M.F.
				D. SOLAKO
				J. M. DIAZ

**CITY OF INDUSTRY**  
 INCORPORATED JUNE 16, 1907  
 P.O. Box 3288, City of Industry, California 91744  
 Administrative Offices: 15605 E. Skidway Street (562) 333-2211

**CITY OF LA PUENTE**  
 APPROVED BY: *Will P. R...* DATE: 10/1/21  
 BILL FADDETT, P.E. CITY ENGINEER

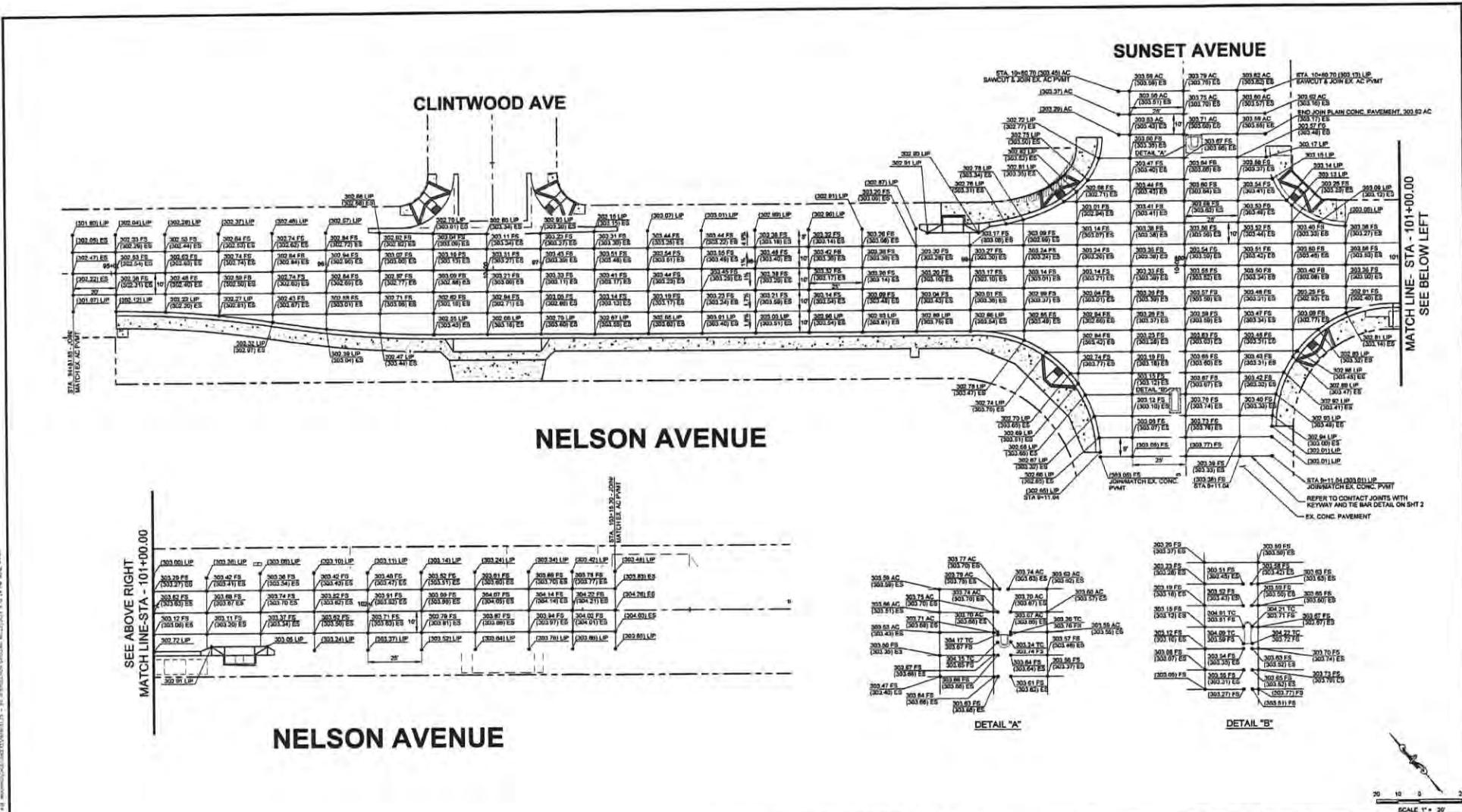
**CITY OF INDUSTRY**  
 APPROVED BY: *D. Solako* DATE: 10/20/21  
 CLEMENT R. CALVILLO, P.E., R.C.E. 27143 DEPUTY CITY ENGINEER

**PLANS PREPARED BY:**  
**JMD**  
 JAMES M. DIAZ  
 10/25/21

**CITY OF INDUSTRY**  
 NELSON AVENUE AND SUNSET AVENUE  
 WIDENING IMPROVEMENTS  
 PLAN AND PROFILE

JOB NO. CITY-1442 SCALE: 1" = 20' SHEET 6 OF 9  
 CITY-1442 CONTRACT DRAWING NO. 19 OF 27





1. PLAN DATE: 08/20/19  
 2. DRAWING NO.: 1442-20 OF 27  
 3. PROJECT NAME: NELSON AVENUE AND SUNSET AVENUE INTERSECTION IMPROVEMENTS  
 4. SHEET NO.: 20 OF 27  
 5. SCALE: 1" = 20'  
 6. CITY: LA PUENTE  
 7. COUNTY: LOS ANGELES  
 8. STATE: CALIFORNIA

SEE ABOVE RIGHT  
 MATCH LINE - STA - 101+00.00

MATCH LINE - STA - 101+00.00  
 SEE BELOW LEFT

**NELSON AVENUE**

<b>CITY OF LA PUENTE</b> APPROVED BY: <i>[Signature]</i> CITY ENGINEER DATE: 10/1/19	<b>CITY OF INDUSTRY</b> APPROVED BY: <i>[Signature]</i> DEPUTY CITY ENGINEER DATE: 10/20/19		
<b>CITY OF INDUSTRY</b> INCORPORATED JAN 16, 1917 P.O. Box 3368, City of Industry, California 91744 Administrative Offices: 15825 E. California Street (626) 333-2211			
<b>Plans Prepared by:</b>  JMD CONSULTANTS 10250 W. 15th Street, Suite 100 Los Angeles, CA 90048 (310) 555-1234 www.jmdconsultants.com			
<b>NELSON AVENUE AND SUNSET AVENUE          WIDENING IMPROVEMENTS          INTERSECTION GRID</b>			
JOB NO. CITY-1442	SCALE: 1" = 20'	SHEET 7 OF 9	CITY-1442 CONTRACT DRAWING NO. 20 OF 27



NO.	DATE	REVISIONS	CHK BY	DRWN BY



**CITY OF INDUSTRY**  
 INCORPORATED JAN 16, 1917  
 P.O. Box 3368, City of Industry, California 91744  
 Administrative Offices: 15825 E. California Street  
 (626) 333-2211

**Plans Prepared by:**  
  
**JMD CONSULTANTS**  
 10250 W. 15th Street, Suite 100  
 Los Angeles, CA 90048  
 (310) 555-1234  
 www.jmdconsultants.com

JOB NO. CITY-1442  
 SCALE: 1" = 20'  
 SHEET 7 OF 9  
 CITY-1442 CONTRACT DRAWING NO. 20 OF 27

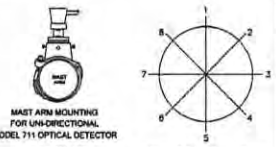


**TRAFFIC SIGNAL GENERAL NOTES**

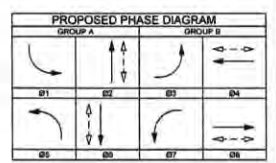
- REFER TO THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION, 2015 EDITION, THE SPECIAL PROVISIONS AND THE REFERENCED STANDARD PLANS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON THE PLANS.
- ALL MATERIALS AND EQUIPMENT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
- ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
- ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE PROPOSED SIGNAL PHASE DIAGRAM.
- (X/R/A) INDICATES LOOP ASSIGNMENT IN THE CONTROLLER CABINET. EACH LOOP ASSIGNMENT SHALL HAVE A SEPARATE LEAD-IN CABLE TO THE CONTROLLER.
- ALL CONDUITS SHALL BE NEW UNLESS OTHERWISE NOTED AND NEW CONDUITS SHALL BE LINED THROUGHOUT THE EXTENT OF THIS MODIFICATION UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- NEW PEDESTRIAN HEADS SHALL BE COUNTDOWN L.E.D. (LIGHT EMITTING DIODE). (SEE SPECIAL PROVISIONS).
- NEW VEHICLE HEADS SHALL BE 12" L.E.D. (LIGHT EMITTING DIODE) PER LOS ANGELES COUNTY DPW SPECIFICATIONS. (SEE SPECIAL PROVISIONS).
- ALL PEDESTRIAN PUSH BUTTONS SHALL BE INSTALLED IN CONFORMANCE WITH ADA REQUIREMENTS.
- ALL NEW PULL BOXES SHALL BE NO. 6 UNLESS SHOWN OTHERWISE.
- FOR DISPOSITION OF SALVAGED MATERIALS, SEE SPECIAL PROVISIONS.
- AT THE TIME OF THE SIGNAL TURN-ON, ALL SIGNAL EQUIPMENT SHALL OPERATE ACCORDING TO THE DESIGN SPECIFIED IN THE PLAN AND SPECIFICATIONS AND THE SATISFACTION OF THE ENGINEER IN THE FIELD.
- LOCATE ALL SUBSTRUCTURES PRIOR TO CONSTRUCTION. DIG FOUNDATIONS UNTIL CLEAR OF OBSTRUCTIONS. COORDINATE POLE INSTALLATION WITH OVERHEAD AND UNDERGROUND UTILITY OWNERS. CONTACT UNDERGROUND SERVICE ALERT AT (800) 227-2900, 48 HOURS PRIOR TO CONSTRUCTION.
- OBTAIN APPROVAL FROM CITY ENGINEER FOR EXACT EQUIPMENT LOCATION PRIOR TO FINAL PLACEMENT.
- (X) INDICATES PROPOSED VIDEO DETECTION ZONE.
- (X) INDICATES RADAR ZONE.
- ALL DETECTION ZONES SHALL BE CENTERED IN THE MIDDLE OF THE LANE AND FRONT DETECTION ZONES SHALL BE PLACED 1' BEHIND THE BACK OF THE CROSSWALK OR LIMIT LINE.

**TRAFFIC SIGNAL CONSTRUCTION NOTES**

- INSTALL TYPE 332 CABINET ON NEW FOUNDATION COMPLETE WITH MODEL 2070 CONTROLLER, LACO-1R PROGRAM, (12) SWITCH PACKS, PED ISOLATION MODULES, SINGLE VIDEO INPUT ITEMS VARIAGE, EDGE 2 PROCESSOR AND MODULES OR EQUAL, BATTERY BACKUP SYSTEM PER METERS CUSTOM PRODUCTS AND MODEL POWERBACK-1250 WITH BC 100-0 (PNE 3018) APPROVED EQUAL, DIGITAL TRAFFIC TECHNOLOGIES (DTI) OPTICON CARD RACK MODEL 760, OPTICON 764 MULTIMODE PHASE SELECTOR, OPTICON INTERFACE PANEL MODEL 768, 17" RACK MOUNTED LCD MONITOR DRAWER, GPS-UTB UNIT AND ANTENNA, AND ALL OTHER EQUIPMENT NECESSARY FOR THE INTENDED OPERATIONS.
- INSTALL 120/240 VOLT TYPE II-BF ELECTRICAL SERVICE ENCLOSURE WITH THE FOLLOWING 120 VOLT CIRCUIT BREAKERS: 100 AMP MAIN, ONE 50 AMP (METERED SIGNAL), ONE 15 AMP (METERED U.S.N.S.), ONE 10 AMP (METERED VIDEO SERVICE) TWO 30 AMP OVC CIRCUIT PER 1200 WATTS OR PORTION THEREOF (UNMETERED LIGHTING). INSTALL ENCLOSURE 6" MINIMUM FROM CONTROLLER CABINET.
- INSTALL SIGNAL ARM MOUNTED REGULATORY SIGNS AS SHOWN AND PER CALTRANS "STANDARD PLAN ES-77H DETAIL 'U'".
- INSTALL OPTICON PRE-EMPTION (EVP) INCLUDING OPTICON 711 DETECTOR, AND CABLE ON SIGNAL MAST ARM PER MANUFACTURER'S SPECIFICATIONS, SEE DETAIL "A".
- INSTALL VIDEO DETECTION CAMERA ON MAST ARM PER MANUFACTURER'S SPECIFICATIONS. WIRING SHALL BE INTERNAL TO POLE. PROVIDE 25' OF CABLE SLACK COILED IN CONTROLLER. VIDEO DETECTION CAMERA SYSTEM SHALL BE TERS VANTAGE VECTOR VIDEO/RADAR CAMERA OR APPROVED EQUAL. CONTRACTOR SHALL COORDINATE WITH THE MANUFACTURER TO HAVE A REPRESENTATIVE PRESENT DURING INSTALLATION AND SIGNAL TUNING-ON.
- INSTALL BLACK NUMBER SIGN(S) ON TO TRAFFIC SIGNAL POLE AS SHOWN AT 20' FROM CURBING SURFACE. STRIP AND SADDLE BRACKET METHOD PER CALTRANS STD. PLAN #54.
- INSTALL 3" FC, REC-PULL ENST 7/14 AWG 3C FROM ADJACENT PULL BOX AND PULL THROUGH NEW 3" AND EXISTING CONDUIT AND RECONNECT TO CONTROLLER.
- REMOVE EXISTING POLE MOUNTED TYPE SEE-1 ELECTRICAL SERVICE ENCLOSURE. COORDINATE SERVICE REMOVAL WITH SCE PLANNER, MR. JOE ZAVALA AT (909) 592-3729.
- INSTALL 3" SCHEDULE 80 PVC CONDUIT WITH 1/4" POLY PULL ROPE PER SIDE. REQUIREMENTS COORDINATE SERVICE WITH SCE PLANNER JOE ZAVALA AT (909) 592-3729.



DETAIL "A" (NO SCALE)  
PPB LOCATION DETAIL (NO SCALE)



PROPOSED PHASE DIAGRAM

**TRAFFIC SIGNAL GENERAL NOTES (CONT.)**

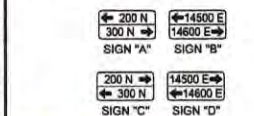
- DETECTORS AND/OR VIDEO/RADAR DETECTION ZONES SHALL BE WIRED/RECONFIGURED PER DETECTOR ASSIGNMENTS SHOWN ON THIS PLAN.
- POLE LOCATIONS SHOWN HEREON ARE APPROXIMATE. PRECISE LOCATIONS SHALL BE ESTABLISHED IN THE FIELD AND VERIFIED BY THE PROJECT ENGINEER.
- ALL NEW SIGNAL POLES WITH PEDESTRIAN PUSH BUTTONS SHALL BE INSTALLED NO FURTHER THAN 5 FEET FROM BACK OF PROPOSED CROSSWALK OR LIMIT LINE, UNLESS OTHERWISE NOTED.
- (X) INDICATES VIDEO DETECTION/RADAR CAMERA.
- (X) INDICATES EVP DETECTOR.
- ALL SALVAGED EQUIPMENT AND CONFLICTING SIGNS SHALL BE REMOVED AND DELIVERED TO THE RESPECTIVE CITY YARD. ALL TRAFFIC POLES AND EQUIPMENT NOT SHOWN FOR REUSE SHALL BE REMOVED AND SALVAGED.
- ALL EXISTING CONDUIT NOT SHOWN FOR REUSE SHALL BE ABANDONED AND CONDUITS REMOVED.
- CONTACT LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ONE MONTH IN ADVANCE OF SIGNAL CONSTRUCTION TO COORDINATE SIGNAL TESTING, TUNING AND IMPLEMENTATION. ALL FEES TO BE PAID BY CONTRACTOR.
- CONTRACTOR SHALL MAINTAIN EXISTING ELECTRICAL CIRCUITRY NOT IDENTIFIED TO BE REMOVED.
- SEE DEMOLITION PLAN FOR ADDITIONAL WORK.

CONDUCTOR SCHEDULE*	
AWG SIZE	CIRCUIT
C	POLE - 1
O	2
N	3
D	4
U	5
C	6
3	7
T	8
O	9
R	10
S	11
B	12

TOTAL CABLES-3 CONDUCT./12 CONDUCT.	
#12	U.S.N.S.
#10	LIGHTING
	SIG. COMMON
	TOTAL

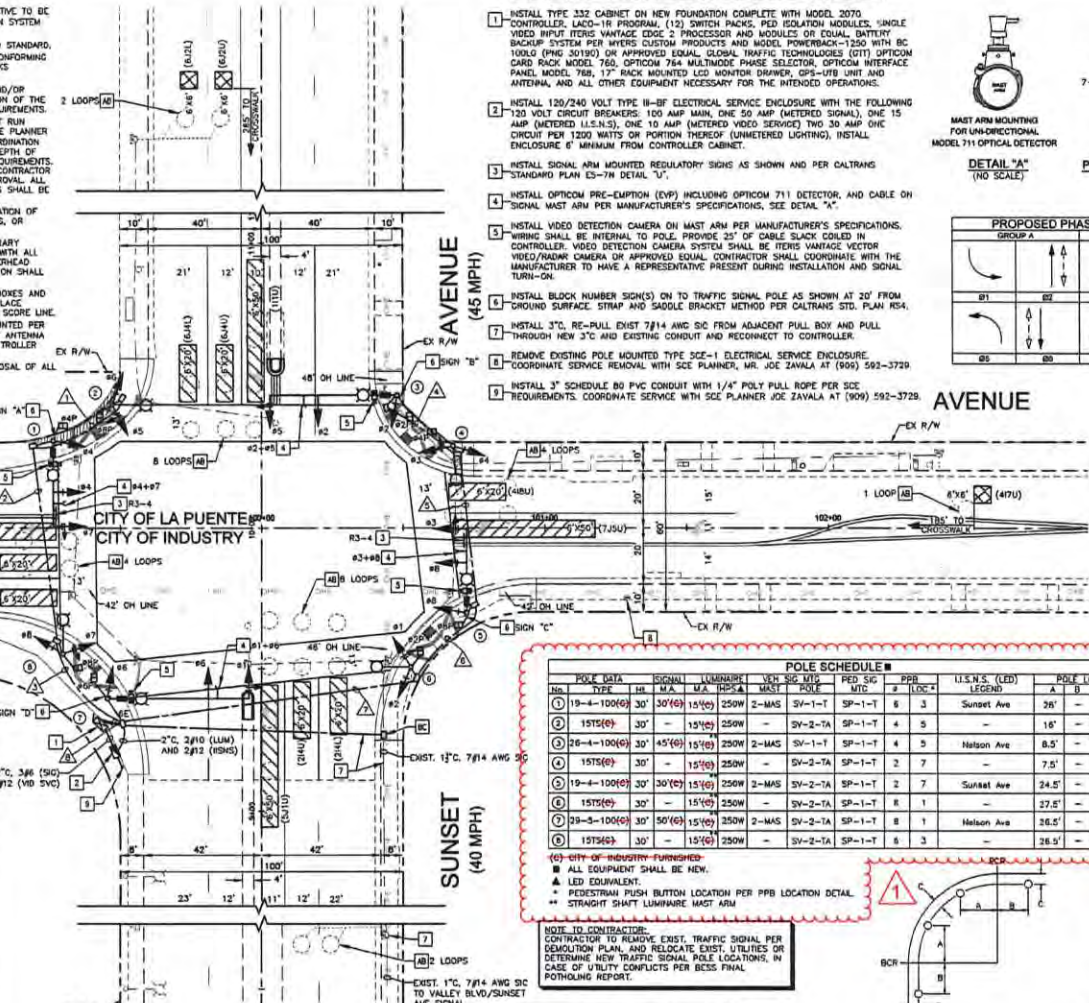
VIDEO DETECTION CABLE	
	2 2 2 2 3 4 4 8
OPTICON CABLE	
	1 1 1 1 1 2 2 4
7 #14 AWG SIC	
	- - - - - - - - - -
CONDUIT SIZE (INCH)	
	3 4 4 4 4 4 4 4
CONDUIT FILL %	
	8.2 13.0 17.1 8.8 13.6 18.4 23.6 26.7

\*ALL CONDUIT AND CONDUCTORS SHALL BE NEW.  
\*CONDUCTOR SCHEDULE IS FURNISHED AS A GUIDELINE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE NECESSARY CONDUCTORS FOR THE INTENDED OPERATION.



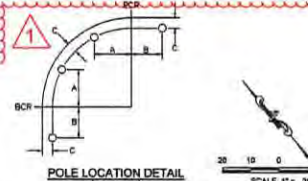
NO.	DATE	REVISIONS	CHK. BY	DESIGNED BY
1	8/26/22	REMOVED CITY FURNISHED. CONTRACTOR SHALL FURNISH.		A. ADAD

CITY OF INDUSTRY  
 INCORPORATED APRIL 16, 1917  
 P.O. Box 3398, City of Industry, California 91704  
 Administrative Offices: 15205 E. Dufrate Street (528) 333-2211



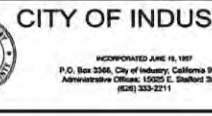
POLE DATA		SIGNAL		LUMINAIRE		VEN. SIG. MTS.		PED. SIG. MTS.		PRR		U.S.N.S. (LED)		POLE LOC.		REMARKS	
No.	TYPE	Ht.	U.A.	U.A.	HTS-A	HTS-B	WASH	POLE	MTS.	PRR	LEGNO	U.S.N.S. (LED)	A	B	C		
1	19-4-100(6)	30'	30'(6)	15'(6)	250W	2-MAS	SV-1-T	SP-1-T	6	3	3	Sunset Ave	26'	-	0'	F=12'	
2	15T(6)	30'	-	15'(6)	250W	-	SV-2-TA	SP-1-T	4	5	-	-	16.5'	-	8.5'	F=17'	
3	26-4-100(6)	30'	45'(6)	15'(6)	250W	2-MAS	SV-1-T	SP-1-T	4	5	3	Nelson Ave	8.5'	-	6.5'	F=17'	
4	15T(6)	30'	-	15'(6)	250W	-	SV-2-TA	SP-1-T	2	7	-	-	7.5'	-	7.5'		
5	19-4-100(6)	30'	30'(6)	15'(6)	250W	3-MAS	SV-2-TA	SP-1-T	2	7	7	Sunset Ave	24.5'	-	4'	F=12'	
6	15T(6)	30'	-	15'(6)	250W	-	SV-2-TA	SP-1-T	8	1	-	-	27.5'	-	3.5'		
7	26-5-100(6)	30'	30'(6)	15'(6)	250W	2-MAS	SV-2-TA	SP-1-T	8	1	8	Nelson Ave	26.5'	-	5'	F=14'	
8	15T(6)	30'	-	15'(6)	250W	-	SV-2-TA	SP-1-T	6	3	3	-	26.5'	-	5'		

- (6) - CITY OF INDUSTRY FURNISHED
- (\*) ALL EQUIPMENT SHALL BE NEW.
- (L) LED EQUIVALENT
- (P) PEDESTRIAN PUSH BUTTON LOCATION PER PPB LOCATION DETAIL.
- (S) STRAIGHT SHAFT LUMINAIRE MAST ARM

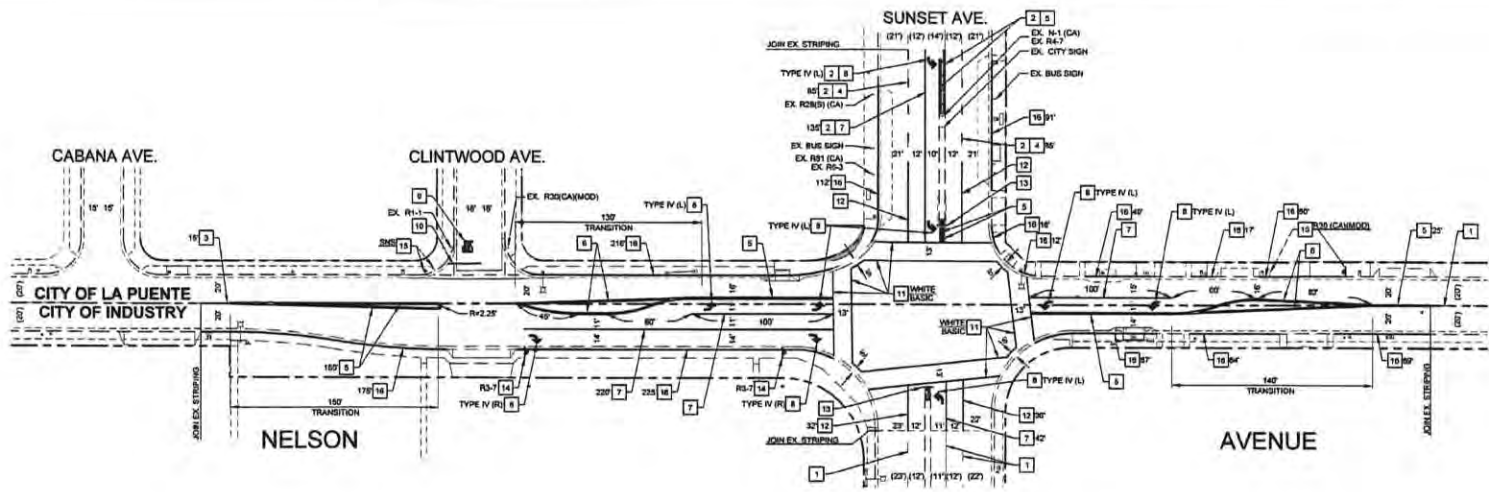


POLE LOCATION DETAIL (NO SCALE)

<b>50% CITY OF LA PUENTE</b> <b>50% CITY OF INDUSTRY</b>		<b>CITY OF INDUSTRY</b>	
APPROVED BY: <i>[Signature]</i> BELFRY, R.C.E. 10/25/21 DATE	APPROVED BY: <i>[Signature]</i> CLEMENTE CALVILLO, PE, R.C.E. 27145 DEPUTY CITY ENGINEER DATE	<b>NELSON AVENUE AND SUNSET AVENUE</b> <b>WIDENING IMPROVEMENTS</b>	
Plans Prepared by: <b>JMD</b> Planning & Engineering Inc.			
JOB NO. CITY-1442		SCALE: 1" = 20'	
SHEET 8 OF 9		CITY-1442 CONTRACT DRAWING NO. 21 OF 27	





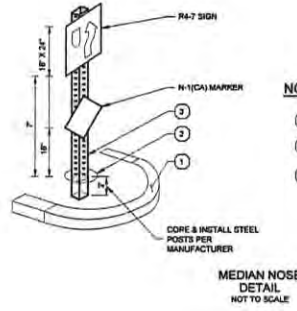


**SIGNING AND STRIPING GENERAL NOTES**

1. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHOWN SHALL BE INSTALLED WITH THERMOPLASTIC.
2. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO 2015 CALTRANS STANDARD PLANS AND SPECIFICATIONS.
3. ALL NEW SIGNING SHALL CONFORM TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
4. ALL CONFLICTING LINES AND MARKINGS SHALL BE REMOVED BY WET SANDBLASTING OR GRINDING (THEN PAINTED BLACK) AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
5. ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALKS OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTING CURB LINE.
6. LANE WIDTHS SHALL BE MEASURED BETWEEN THE CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB AS APPROPRIATE.
7. EXISTING RAISED PAVEMENT MARKERS DAMAGED DURING REMOVAL SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE AGENCY.
8. LOCATIONS OF PROPOSED SIGNS ARE SHOWN TO SCALE ON THE PLAN, UNLESS OTHERWISE NOTED.
9. INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT PER CALTRANS FIG. 3B-102.

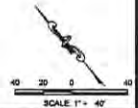
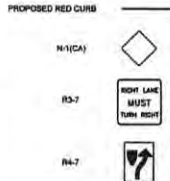
**SIGNING AND STRIPING NOTES**

- 1 - PROTECT EXISTING STRIPING/LEGEND IN PLACE.
- 2 - REMOVE STRIPING AND MARKINGS BY WET SANDBLASTING/GRINDING.
- 3 - INSTALL 4-INCH YELLOW CENTERLINE PER CALTRANS 2015 STD. PLAN NO. A23A, DETAIL 1.
- 4 - INSTALL 4-INCH WHITE LANE LINE PER CALTRANS 2015 STD. PLAN NO. A23A, DETAIL 2.
- 5 - INSTALL 4-INCH DOUBLE YELLOW PER CALTRANS 2015 STD. PLAN NO. A23A, DETAIL 3.
- 6 - INSTALL 4-INCH DOUBLE YELLOW MEDIAN ISLAND PER CALTRANS 2015 STD. PLAN NO. A23B, DETAIL 2B.
- 7 - INSTALL 8-INCH SOLID WHITE CHANNELIZING LINE PER CALTRANS 2015 STD. PLAN NO. A200, DETAIL 3B.
- 8 - INSTALL PAVEMENT MARKING ARROWS PER CALTRANS 2015 STD. PLAN NO. A24A, TYPE PER PLAN.
- 9 - INSTALL PAVEMENT MARKING WORDS PER CALTRANS 2015 STD. PLAN NO. A24D, COLOR AND TYPE PER PLAN.
- 10 - INSTALL 12-INCH WIDE SOLID LANT LINE PER CALTRANS 2015 STD. PLAN NO. A24E.
- 11 - INSTALL 12-INCH WIDE SOLID CROSSWALK PER CALTRANS 2015 STD. PLAN NO. A24F, COLOR AND TYPE PER PLAN.
- 12 - INSTALL 4-INCH SOLID WHITE LINE, 52" W LENGTH (UNLESS OTHERWISE NOTED) WITH TYPE G MARKERS AT EACH END.
- 13 - INSTALL POST SIGN AND CURB STRIPING PER MEDIAN NOSE DETAIL HEREON.
- 14 - INSTALL SIGN AND POST PER PLAN.
- 15 - RELOCATE EXISTING SIGN ONTO A NEW POST AS SHOWN.
- 16 - PAINT CURB "RED", LENGTH AS NOTED.



- NOTES:**
1. INSTALL HIGH REFLECTIVITY YELLOW PAINT ON CURB FACE.
  2. CORE 4" DIAMETER HOLE AND GROUT AFTER POST INSTALLATION.
  3. SQUARE STEEL TUBING WITH BREAK AWAY BASE UNISTRUT OR APPROVED EQUAL.

**LEGEND**



NO.	DATE	REVISIONS	CHK. BY	DESIGNED BY
				A. ABAD
				G.M.P.
				D. SOLARI
				J.M. DIAZ



<b>50% CITY OF LA PUENTE 50% CITY OF INDUSTRY</b>		<b>CITY OF LA PUENTE</b>		<b>CITY OF INDUSTRY</b>	
APPROVED BY: <i>Will Pratt</i> <small>BILL PRATT, R.C.E. #208</small>		APPROVED BY: <i>[Signature]</i> <small>CLEMENTE ALZAVILLO, PE, R.C.E. #1763</small>		APPROVED BY: <i>[Signature]</i> <small>DEPUTY CITY ENGINEER</small>	
CITY ENGINEER		DATE: <i>11/21</i>		DATE: <i>11/21/21</i>	
<b>CITY OF INDUSTRY</b>			<b>PLANS PREPARED BY:</b> <b>JMD</b> <small>Professional Engineer - Mechanical</small> <small>10100 W. 11th St., Suite 100, Los Angeles, CA 90024</small> <small>Phone: (310) 333-2111</small>		
<small>INCORPORATED JAN. 18, 1917</small> <small>P.O. Box 3309, City of Industry, California 91744</small> <small>Administrative Offices: 15025 E. Stillport Street</small> <small>(818) 333-2111</small>			<b>NELSON AVENUE AND SUNSET AVENUE WIDENING IMPROVEMENTS</b>		
<b>SIGNING AND STRIPING PLAN</b>			<b>SIGNING AND STRIPING PLAN</b>		
JOB NO. CITY-1442		SCALE: 1" = 40'		SHEET 9 OF 9	
<small>CITY-1442 CONTRACT DRAWING NO. 22 OF 27</small>					

# CITY OF INDUSTRY IMPROVEMENT PROJECT NO. 443

## STREET LIGHTING PLANS AT NELSON AVENUE AND SUNSET AVENUE



VICINITY MAP  
NOT TO SCALE

### GENERAL NOTES

- UNLESS OTHERWISE NOTED, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CURRENT EDITION WITH ALL OUTRIG SUPPLEMENTS, PUBLISHED BY BUILDING NEWS INC., LOCATED AT 990 PARK CENTER DRIVE, SUITE 1, VISTA, CA AND APPROPRIATE STANDARD DRAWINGS.
- BEFORE BEGINNING ANY WORK, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE CITY OF INDUSTRY, 15625 MAYOR DAVE WAY, CITY OF INDUSTRY, CA 91744, (826) 333-2211, AND FROM THE CITY OF LA PUENTE, LOCATED AT 13800 E. MAIN STREET, LA PUENTE CA 91744.
- 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 (826) 333-0336.
- STREET IMPROVEMENT CONSTRUCTION SHALL BE DONE ACCORDING TO THE STANDARD PLANS OF THE CITY OF INDUSTRY AVAILABLE AT THE OFFICE OF THE CITY ENGINEER AT 15625 MAYOR DAVE WAY, CITY OF INDUSTRY, CA 91744.
- WORK IN EXISTING STREETS SHALL BE COMPLETED AS SOON AS POSSIBLE TO MINIMIZE INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND THE TRAVELING PUBLIC. FAILURE TO COMPLY WITH THIS REQUIREMENT IS A VIOLATION OF CITY ORDINANCE.
- THE CONTRACTOR SHALL NOTIFY THE LOS ANGELES COUNTY FIRE DEPARTMENT (826) 963-2417 AND THE LOS ANGELES SHERIFF DEPARTMENT (826) 330-3322 AT THE CITY OF INDUSTRY SUBSTATION AT LEAST 48-HOURS PRIOR TO THE START OF WORK.
- 48-HOURS PRIOR TO ANY STREET WORK, THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT.
- ALL UTILITY TRENCHES IN PUBLIC STREETS SHALL BE BACKFILLED WITH A CLEAN GRANULAR MATERIAL HAVING A MINIMUM SAND EQUIVALENT OR 30. BACKFILL SHALL BE COMPACTED TO A MINIMUM RELATIVE DENSITY OF 90 PERCENT.
- THE OPTION OF USING SLAB OR CRUSHED MISCELLANEOUS BASE (CMB) LIES OF CRUSHED AGGREGATE BASE FOR ANY STREET IMPROVEMENT IS NOT ALLOWED.
- EXISTING CONCRETE IMPROVEMENTS AND ASPHALT CONCRETE PAVEMENT SHALL BE SAW CUT, FULL DEPTH, TO A TRUE LINE WHERE NEW CONCRETE OR ASPHALT IS TO JOIN.
- ALL MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE IN ACCORDANCE WITH SECTION 301-1.6 OF THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION.
- THE CONTRACTOR SHALL PROTECT AND RESTORE EXISTING UTILITIES AND IMPROVEMENTS AS PER SECTION 5-1, 5-2, AND 7-9 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES OF DIGNITY 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. PAUL WOLFORD LA COUNTY PUBLIC WORKS TEL DIVISION	(826) 458-1700
MS. JUNA BULLMAN LEVEL 3 COMMUNICATIONS	(726) 888-6482
MR. DEAN BOYERS MO/VERIZON BUSINESS	(972) 729-8322
MS. DANIEL COBLE SO. CALIFORNIA GAS CO. (DISTRIBUTION)	(909) 335-7751
MR. JOHN SANCHEZ SAN GABRIEL VALLEY WATER CO.	(826) 448-8183
MR. WARLEY HADAN SUBURBAN WATER SYSTEMS	(826) 543-2851
MR. JOE ZANALA SO. CALIFORNIA EDISON	(909) 582-3728
MR. DAVID SCHWARDER SPECTRUM	(826) 430-3022
MR. JOHN BACHELDER VERIZON COMMUNICATION CO.	(972) 855-3348
MR. TOMMY SUNG SANITATION DISTRICT OF LOS ANGELES COUNTY	(826) 898-7411
MR. BIN LIANG FRONTIER	(851) 723-0736
MR. LOUIS CURSON CHARTER COMMUNICATIONS	(826) 630-0951
MR. ROY FRAUSTO LA PUENTE VALLEY WATER	(826) 330-2128
MR. JEFF FOUTZ CROWN CASTLE	(724) 416-2873

### INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET, GENERAL NOTES, CONSTRUCTION NOTES, INDEX OF DRAWINGS, NOTICE TO CONTRACTOR AND LEGEND
2	STREET LIGHTING PLAN
3	IRRIGATION MODIFICATION PLAN
4	PLANTING MODIFICATION PLAN

### LEGEND

⊙	EXIST. POWER POLE	C&G	CURB AND GUTTER
⊙	EXIST. TEL. POLE	CB	CATCH BASIN
—	EXIST. SIGN	AC	ASPHALT CONCRETE
⊙	EXIST. PULL BOX	TW	TOP OF WALL
⊙	EXIST. CATCH BASIN	BP	BACK OF WALK
⊙	EXIST. FIRE HYDRANT	FS	FINISH SURFACE
⊙	EXIST. WATER VALVE	TF	TOP OF FOOTING
⊙	EXIST. TELEPHONE MANHOLE	EG	EXISTING GROUND
⊙	EXIST. SEWER MANHOLE	PCC	PORTLAND CEMENT CONCRETE
⊙	EXIST. DRAIN MANHOLE		
⊙	EXIST. TRAFFIC SIGNAL		
⊙	EXIST. GUY		
⊙	EXIST. DRIVEWAY		
TC	TOP OF CURB		
FL	FLOW LINE		
CF	CURB FACE		
CB	GRADE BREAK		

### NOTICE TO CONTRACTOR

APPROVAL OF THIS PLAN BY THE ENGINEER AND CITY ENGINEER DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATION 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 OBTAIN BY A SEARCH OF AVAILABLE PUBLIC RECORDS TO THE BEST OF OUR KNOWLEDGE.

THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURE SHOWN AND ANY OTHER UTILITIES OR STRUCTURES NOT OF RECORD OR SHOWN ON THESE PLANS.

NO.	DATE	REVISIONS	DL BY

### CITY OF INDUSTRY



P.O. Box 3386, City of Industry, California 91744  
Administrative Offices: 15651 E. Stafford Street  
(826) 333-2211



PLANS PREPARED BY:  
**WILLDAN Engineering**  
13111 CHANDLER PARKWAY SUITE 200  
DOWNEY, CALIFORNIA 91746  
UNLESS OTHERWISE NOTED  
DATE: 8/24/2022  
CHECKED BY: [Signature]  
DRAWN BY: K.C.

CITY OF INDUSTRY	
APPROVED BY: [Signature]	DATE: 8/24/22
SUNSET AVENUE AND NELSON AVENUE STREET IMPROVEMENT PLANS	
TITLE SHEET	
CHECKED BY: [Signature]	DATE: 8/24/2022
JOB NO.	SHT. 1 OF 4
CITY-1442 CONTRACT DRAWING NO. 23 OF 27	



**GENERAL NOTES**

1. THIS STREET LIGHTING LAYOUT EXPIRES TWO YEARS AFTER THE LATEST DATE OF APPROVAL.
2. THE LOCATION OF A STREET LIGHT MAY BE ADJUSTED UP TO 10 FEET, TO AVOID AN OBSTRUCTION SUCH AS A CATCH BASIN, DRIVEWAY, ETC. ANY DEVIATION EXCEEDING 10 FEET MUST HAVE THE APPROVAL OF THE CITY.
3. A RENOVATED STREET LIGHTING LAYOUT SHALL BE SUBMITTED FOR ANY CHANGES IN THE MAP, SUCH AS STREET ALIGNMENT, LOT OR PARCEL SIZES, BOUNDARIES, ETC.
4. THE STREET LIGHT POLES SHALL BE AMERON TYPE 101 SERIES OR APPROVED EQUAL.
5. ALL STREET LIGHT WIRING SHALL BE UNDERGROUND.
6. IN ORDER FOR THE CITY OF INDUSTRY TO ASSUME THE OPERATION AND MAINTENANCE FOR THE LIGHTING SYSTEM ON ANY PUBLIC AND FUTURE STREET, THE STREET SHALL BE OPEN TO THE GENERAL PUBLIC AT ALL TIMES.
7. ALL LIGHTS SHOWN ON THIS LAYOUT SHALL BE DEROGATED PRIOR TO ACCEPTANCE OF THE LIGHTING SYSTEM BY CITY OF INDUSTRY.
8. FIVE-FOOT CLEARANCE TO BE MAINTAINED FROM FIRE HYDRANT.
9. FIVE-FOOT CLEARANCE TO BE MAINTAINED FROM TOP OF SLOPE AT COMMERCIAL DRIVEWAY AND FIVE-FOOT CLEARANCE FROM RESIDENTIAL DRIVEWAY.
10. STANDARDS SHALL BE INSTALLED ON CONCRETE FOUNDATIONS OF 2' X 2' X 4'-6", THE FOUNDATION BEING LEVEL WITH THE TOP OF THE CURB. A MAXIMUM OF 6" HOLE OVERCUT FROM THE SPECIFIED DIMENSIONS SHALL BE ALLOWED; OTHERWISE, FORMS SHALL BE USED IF OVERCUT EXCEEDS 6". ONE 1" DIAMETER LONG RADIIUS CONICAL SHALL BE INSTALLED IN FOUNDATION POINTING TOWARDS THE PULL BOX. FOUR GALVANIZED STEEL ANCHOR RODS AS SUPPLIED BY MANUFACTURER SHALL BE INSTALLED IN EACH FOUNDATION IN ACCORDANCE WITH TEMPLATE PROVIDED BY MANUFACTURER.

11. STANDARDS SHALL BE CENTERED AND INSTALLED 84" BEHIND FACE OF CURB UNLESS SPECIFIED DIFFERENTLY ON THE DRAWING. THE POLES SHALL BE PLUMB AND VERTICAL. MAST ARMS SHALL BE INSTALLED PROJECTING IN A DIRECTION PERPENDICULAR TO THE CENTERLINE OF THE STREET OR TOWARDS THE CENTER OF THE C&G-S&C. ALONG THE LINE OF THE MAST ARM, THE LUMINAIRE SHALL BE LEVELLED.
12. STREET LIGHTING CONDUITS BETWEEN PULL BOXES SHALL BE 3" PVC SCH 40 CONDUIT AND INSTALLED 100" FROM THE FACE OF CURB UNLESS APPROVED BY THE ENGINEER. THE PROJECTING CONDUIT FROM THE STREET LIGHT STANDARD FOUNDATION SHALL BE CAPPIED TO PREVENT SEEPS FROM ENTERING CONDUIT DURING CONSTRUCTION. COMPLETION AND JOINING OF STREET LIGHT SERVICE CONDUITS SHALL BE COMPLETED AS PART OF CONSTRUCTION OF SECONDARY DUCT SYSTEM.
13. STREET LIGHTING CONDUIT SHALL BE 1" PVC SCH 40 CONDUIT BETWEEN PULL BOXES AND STANDARDS.
14. LUMINAIRES SHALL BE LIGHT EMITTING DIODE (LED) WIRED FOR 120 VOLTS AND EQUIPPED WITH PHOTO-ELECTRIC RECEPTACLE AND PHOTOCELL OR APPROVED EQUAL. THE STREET LIGHT CONDUCTORS BETWEEN PULL BOXES AND STREET LIGHT POLES AND UP TO LUMINAIRES AT THE TOP OF THE POLE SHALL BE TWO #8 AL 300K UNLESS SPECIFIED DIFFERENTLY ON THE DRAWING. SUFFICIENT CONDUCTORS SHALL BE INSTALLED TO PERMIT CONDUCTORS TO BE DRAWN 18" OUT OF PULL BOX. THE ELECTRICAL SOURCE CONDUCTORS FROM SCE OR CITY OF INDUSTRY SHALL TO METERING SERVICE PEDESTAL WILL BE SIZED AND INSTALLED BY SCE OR ITS CONTRACTOR.
15. STREET LIGHT CONDUITS BEYOND THE SOURCE POINT TO BE WIRED COMPLETE BY CONTRACTOR.

16. CONDUCTORS SHALL BE INSTALLED BY USE OF C-SHAPED COMPRESSION CONNECTORS OR PROPER SIZE OF SPLIT BOLT CONNECTORS.
17. PULL BOX BEHIND EACH STREET LIGHT TO BE NO. 5 JENSEN CAT. NO. C7102 OR EQUAL FOR BOX AND JENSEN CAT. NO. C7106-01J OR EQUAL FOR COVER.
18. PULL BOX FROM POWER SOURCE TO BE NO. 8 JENSEN CAT. NO. H7120-8 OR EQUAL FOR BOX AND JENSEN CAT. NO. H7120-11-01 OR EQUAL FOR COVER.
19. PORTHOLE BEFORE EXCAVATING NEAR ANY EXISTING UTILITY INFRASTRUCTURE OR AT ALL UTILITY CROSSINGS.
20. CONTRACTOR TO IDENTIFY LOCATIONS OF THE POLE FOUNDATION AND OF PULL BOX AND CONDUIT RUNS BEFORE INSTALLATION TO CHECK FOR UTILITY CONDUITS.
21. CONDUIT SHALL BE 3" PVC SCH 80 OR SCE APPROVED EQUAL CONDUIT BETWEEN RISER AND POLE 47639002 TO THE LINE SIDE OF THE METERING SERVICE PEDESTAL. CONDUIT FROM THE LOAD SIDE OF THE METERING SERVICE PEDESTAL TO THE STREET LIGHT PULL BOXES SHALL BE 3" PVC SCH 40.
22. 48 HOURS PRIOR TO ANY STREET WORK, THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT AT (800)422-4133 AND OBTAIN ANY INQUIRY IDENTIFICATION NUMBER.
23. DIRECTIONAL BORING IS ACCEPTABLE FOR CONDUIT INSTALLATION AFTER THE POT-HOLING.
24. RESTORE THE SIDEWALK PER CITY OF INDUSTRY STD PLAN 115 AND STREET PER CITY OF INDUSTRY STD PLAN 111 IN THE NORMAL CONDITION AFTER THE CONSTRUCTION IS COMPLETED, AS REQUIRED.
25. CONTRACTOR SHALL WORK WITH CITY'S CONTRACTOR FOR STREETLIGHT SYSTEM TO KEEP STREETLIGHTS IN OPERATION DURING THE CONSTRUCTION PERIOD.

27. CONTRACTOR SHALL REUSE EXISTING CONDUIT WIRES, POLES AND LUMINAIRES THAT ARE NOT ABANDONED ALONG SUNSET AVENUE AND PORTION OF NELSON AVENUE.
28. CONTRACTOR SHALL CHANGE COVERS OF EXISTING PULL BOXES FROM LEGS WITH "SCE" MARKINGS TO LEGS WITH "CITY OF INDUSTRY" MARKINGS.
29. ALL EXISTING STREETLIGHTING CONDUCTORS TO BE REMOVED BY SCE FORCES. CONTRACTOR SHALL COORDINATE WITH SCE TO KEEP STREETLIGHTS IN OPERATION DURING THE REMOVAL AND INSTALLATION OF CONDUIT WIRES PERIOD.

**CONSTRUCTION NOTES**

1. RELOCATE 28"-3" MARBELITE ELECTROLUX WITH 10' LUMINAIRE MAST ARM ON NEW FOUNDATION PER CITY STD. PLAN, REMOVE EXISTING LUMINAIRE AND FURNISH AND INSTALL COOPER STREETWORKS ARCHON MEDIUM LED (110W) LUMINAIRE CATALOG # ARCH-M-P&2-10-740-U-13-AP-108P-PR7-10X OR APPROVED EQUAL WITH PHOTOCELL, INTERMATIC CATALOG # EX-4536K OR APPROVED EQUAL. CONTRACTOR TO SUPPLY INCIDENTAL HARDWARE NECESSARY TO INSTALL LED LUMINAIRE COMPLETE.
2. INSTALL #8 PULL BOX FOR CITY OF INDUSTRY, UNLESS OTHERWISE NOTED, PER CALTRANS RSP STD. PLAN NO. ES-8
3. INSTALL #8 PULL BOX FOR CITY OF INDUSTRY, UNLESS OTHERWISE NOTED, PER CALTRANS RSP STD. PLAN NO. ES-8
4. INSTALL 3" SCHEDULE 80 PVC CONDUIT WITH 1/4" POLY PULL ROPE PER SCE REQUIREMENTS. COORDINATE SERVICE WITH SCE PLANNER.
5. INSTALL 3" CONDUIT WITH 4#2 AWG ALUMINUM WIRE AND 2#4 AWG ALUMINUM WIRE PER NEC REQUIREMENTS.
6. INSTALL 3" CONDUIT WITH 2#2 AWG ALUMINUM WIRE AND 1#4 AWG ALUMINUM WIRE PER NEC REQUIREMENTS.
7. INSTALL 1" CONDUIT WITH 2#8 AWG ALUMINUM WIRE PER NEC REQUIREMENTS.
8. INSTALL METERING SERVICE PEDESTAL, MYERS ELECTRICAL PRODUCTS MODEL MEU616/200 C/25304 ENCLOSURE TYPE 3R RAINPROOF 120/240 V 1# 3/WIRE WITH 4-30A, 1P CIRCUIT BREAKERS AND PROVISION FOR METER AND TEST BLOCKS OR APPROVED EQUAL.
9. REMOVE EXISTING MARBELITE ELECTROLUX COMPLETE.
10. INSTALL 10-AMP IN-LINE FUSE IN FUSE HOLDER BUSSMAN KTK-10 LMITRON FOR EACH STREETLIGHT IN THE PULL BOX.
11. ABANDONED, IF APPLIED TO CONDUIT, REMOVE CONDUCTORS.
12. SPLICE NEW TO EXISTING CONDUCTORS.
13. INSTALL CONDUIT INTO EXISTING PULL BOX.

**CONSTRUCTION NOTES (CONTINUED)**

11. INSTALL 2#2 AWG ALUMINUM WIRE AND 1#4 AWG ALUMINUM WIRE PER NEC REQUIREMENTS IN EXISTING CONDUIT.
12. INSTALL 2#8 AWG ALUMINUM WIRE PER NEC REQUIREMENTS IN EXISTING CONDUIT.



**LEGEND**

- EXISTING 22,000 LUMEN (160 WATT) LED LAMPS ON CONCRETE POLES TO REMAIN
- EXISTING 22,000 LUMEN (160 WATT) LED LAMPS ON CONCRETE POLES TO BE RELOCATED
- EXISTING 22,000 LUMEN (160 WATT) LED LAMPS ON CONCRETE POLES TO BE REMOVED
- RELOCATED 28"-3" AMERON 1018 MARBELITE ELECTROLUX WITH 10' AMERON 1A10 LUMINAIRE MAST ARM AND PROPOSED COOPER STREETWORKS ARCHON MEDIUM LED (110W) LUMINAIRE CATALOG # ARCH-M-P&2-10-740-U-13-AP-108P-PR7-10X OR APPROVED EQUAL WITH PHOTOCELL, INTERMATIC CATALOG # EX-4536K OR APPROVED EQUAL.
- PROPOSED 27,500 LUMEN (250 WATT) INTERSECTION LIGHTING ON TRAFFIC SIGNAL STANDARD TO BE INSTALLED BY OTHERS.
- SIGNALIZED INTERSECTION WITH VIDEO DETECTION
- PROPOSED METERING SERVICE PEDESTAL, MYERS ELECTRICAL PRODUCTS MODEL MEU616/200 C/25304 ENCLOSURE TYPE 3R RAINPROOF 120/240 V 1# 3/WIRE WITH 4-30A, 1P CIRCUIT BREAKERS AND PROVISION FOR METER AND TEST BLOCKS OR APPROVED EQUAL.

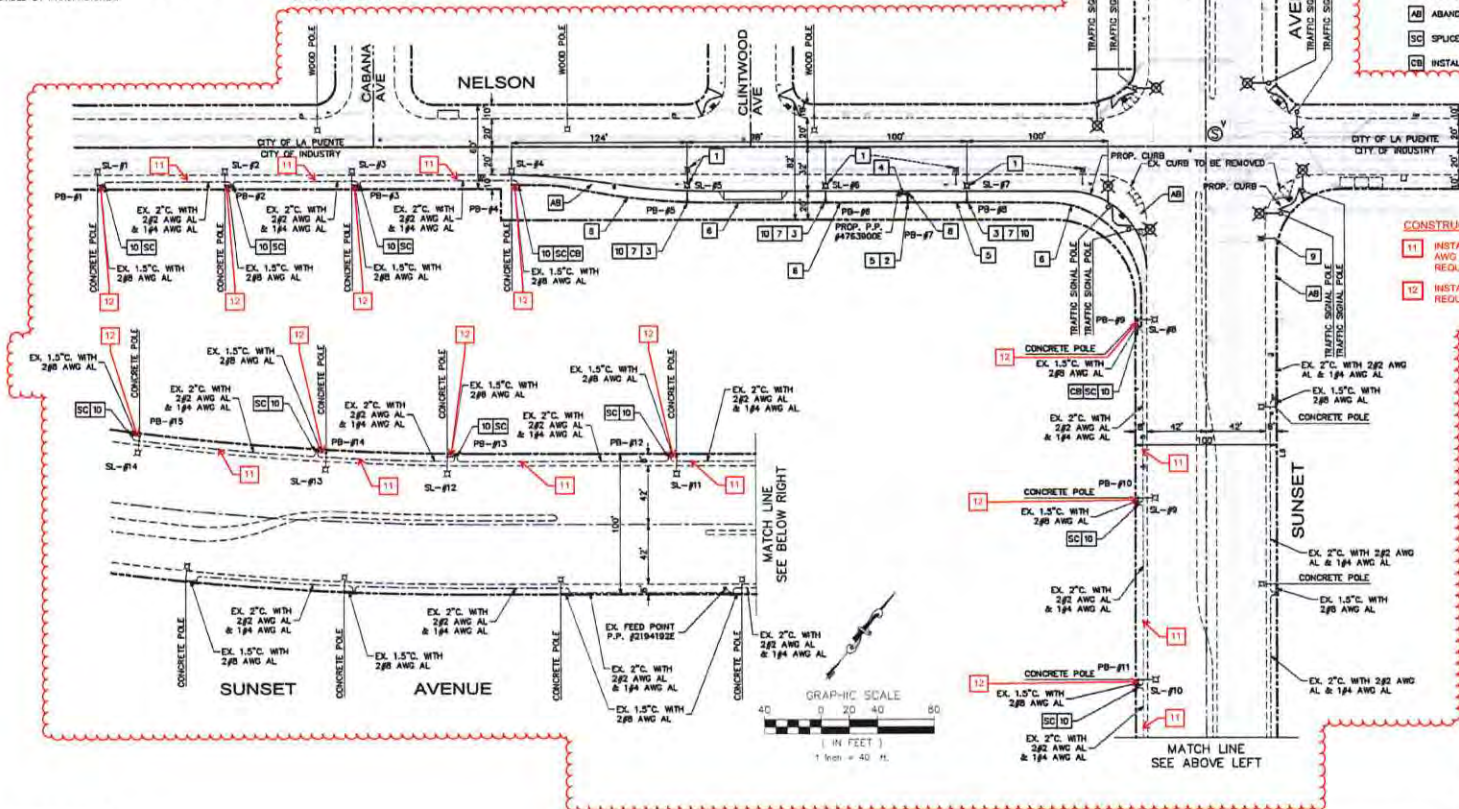
50% CITY OF INDUSTRY  
50% CITY OF LA PUENTE

**CITY OF INDUSTRY**  
APPROVED BY: [Signature]  
DATE: 8/24/2022

**SUNSET AVENUE AND NELSON AVENUE  
STREET IMPROVEMENT PLANS**  
**STREET LIGHTING**  
**SUNSET AVENUE AT NELSON AVENUE**

DESIGNED BY: [Signature] DATE: 8/24/2022  
CHECKED BY: [Signature] DATE: 8/23/2022  
JOB NO. [Blank] SHT. 2A OF 4

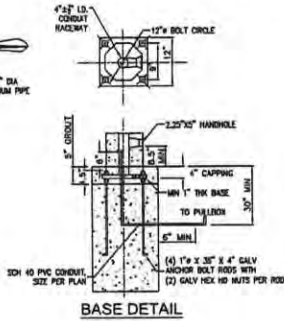
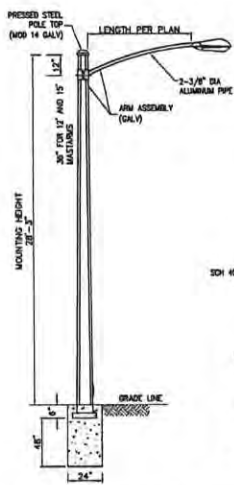
CITY-1442 CONTRACT DRAWING NO. 24 OF 27



NO.	DATE	REVISIONS	BY	CHK BY	PLANS PROVIDED BY
1		REVISION: REMOVAL EXISTING AND INSTALLATION OF NEW STREET LIGHTING WIRING.			WILLDAN Engineering

I:\Traffic\14102002-1402-3 INT\Drawings\Drawings\City\Street Lighting\day Aug 24, 2022

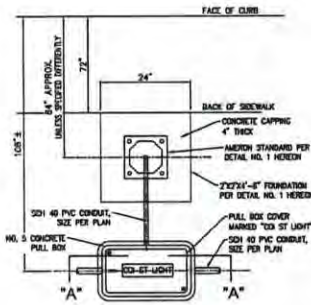




- NOTES:
1. THE CONTRACTOR SHALL PROVIDE SHOP DRAWING FOR AMERON MODEL 1028 POLE WITH 12' MASTARM OR APPROVED EQUAL FOR REVIEW BY THE ENGINEER PRIOR TO ORDERING.
  2. LED LUMINAIRE COOPER LIGHTING CAT. NO. ARCH-14-P42-110-740-4-T3-4P-104SP-PP7-101 OR APPROVED EQUAL, PHOTOCELL W/EMERGENCY (CA) NO. EXCESSIVE OR APPROVED EQUAL.
  3. THE CONCRETE MIX SHALL CONSIST OF THE FOLLOWING BATCH WEIGHTS PER CUBIC YARD OF CONCRETE:

	FOUNDATION	CAPPING
MIX #PW1320 OR SILEX 205-1-1-1 STD SPEC FOR PUBLIC WORKS CONCT.	CEMENT SACKS (6 SACKS) 560 LBS 3/4\"/>	

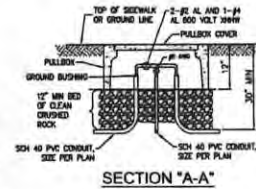
1 TYPICAL AMERON STANDARD DETAILS  
SCALE: N.T.S.



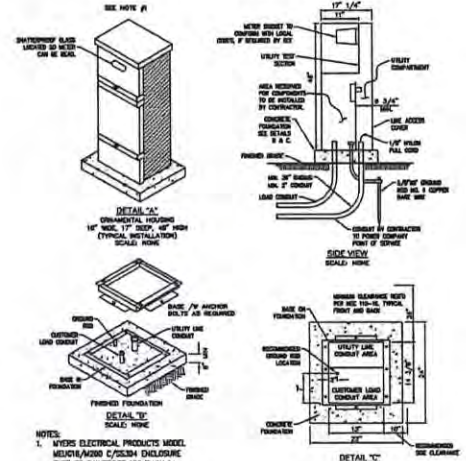
PLAN VIEW

- NOTES:
1. PULL BOXES SHALL BE INSTALLED AT THE LOCATIONS SHOWN ON THE STREET LIGHT PLANS OR AS OTHERWISE SPECIFIED.
  2. PULL BOXES SHALL BE PRECAST REINFORCED CONCRETE NO. 3 PER CALTRANS STD PLAN RCP CS-8A OR APPROVED EQUAL.
  3. WIRING SHALL NOT BE PULLED INTO CONDUIT UNTIL PULL BOXES ARE CAPPED.
  4. REFER TO TYPICAL POLE MOUNTING DETAIL SHOWN HEREIN.

2 ST. LIGHT PULLBOX INSTALLATION DETAILS  
SCALE: N.T.S.

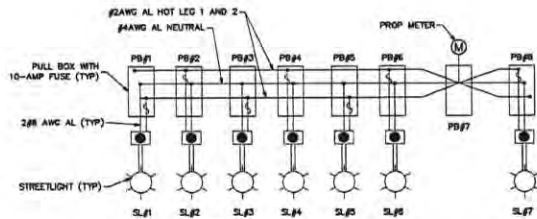


SECTION "A-A"



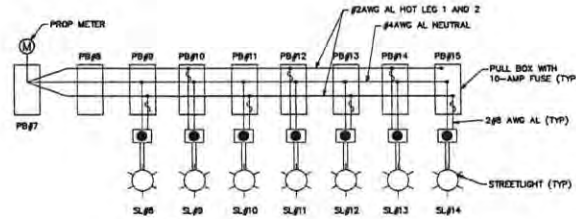
- NOTES:
1. METERS ELECTRICAL PRODUCTS MODEL METER/AMPS COUNTER ENCLOSURE TYPE 38 RAINPROOF 100/240V 14 3/4\"/>

3 TYPICAL SERVICE PEDESTAL DETAIL  
SCALE: N.T.S.



- NOTES:
1. NEW AND EXISTING WIRING
  2. NEW FUSES SHALL BE INSTALLED

4 WIRING DIAGRAM - NELSON AVENUE  
SCALE: N.T.S.



- NOTES:
1. NEW AND EXISTING WIRING
  2. NEW FUSES SHALL BE INSTALLED

5 WIRING DIAGRAM - SUNSET AVENUE  
SCALE: N.T.S.



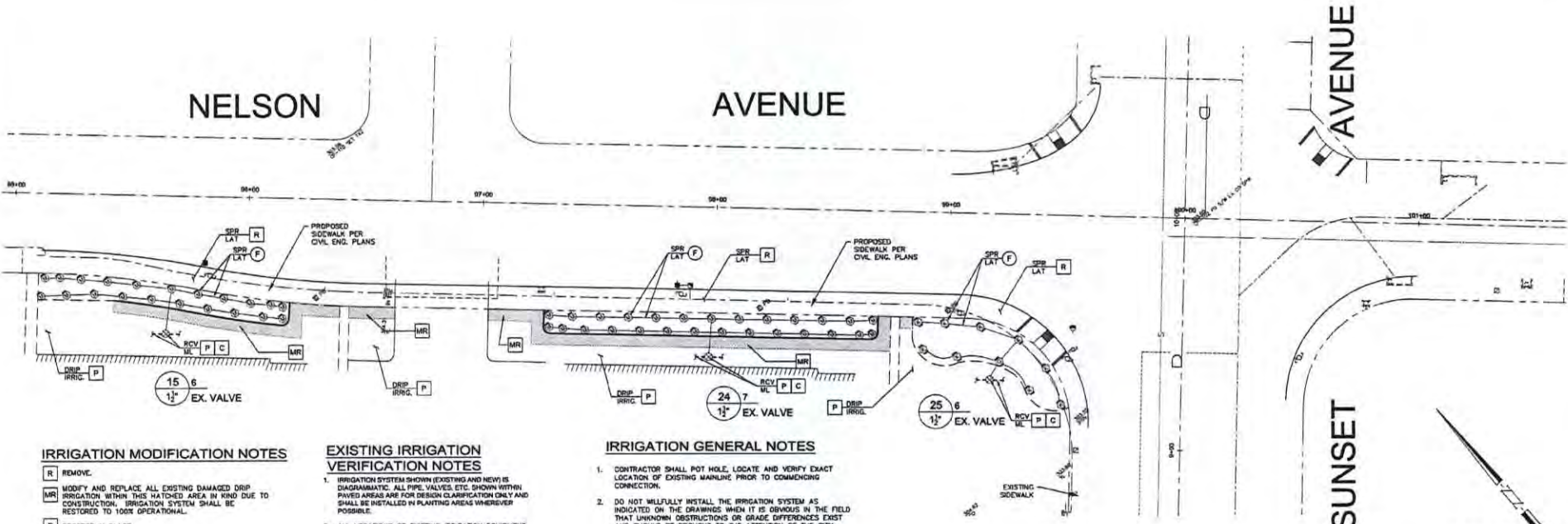
FOUNDATION AND CONCRETE DESIGN  
UNDER THE SUPERVISION OF  
**Dev D. Birla** 8-24-22  
DEV D BIRLA EE 11608 DATE



PLANS PROVIDED BY:  
**WILLDAN Engineering**  
12151 CHERRYWOOD PARKWAY  
DUBLIN, CALIFORNIA 94568-3801  
(916) 885-0000  
UNION BLDG. 2ND FLOOR  
8/24/2022  
APPROVED BY: **Jeffrey C. Liu** REG 63897 DATE  
DESIGNED BY: **Jeffrey C. Liu, S.C.** DRAWN BY: **S.C. Liu**

CITY OF INDUSTRY	
APPROVED BY: _____	DATE: 8/24/22
SUNSET AVENUE AND NELSON AVENUE STREET IMPROVEMENT PLANS	
STREET LIGHTING SUNSET AVENUE AT NELSON AVENUE	
CHECKED BY: _____	JOB NO. _____
DATE: 8/2022	SHT. 2B OF 4

CITY-1442 CONTRACT DRAWING NO. 25 OF 27



**IRRIGATION MODIFICATION NOTES**

- R REMOVE.
- MR MODIFY AND REPLACE ALL EXISTING DAMAGED DRIP IRRIGATION WITHIN THIS HATCHED AREA IN KIND DUE TO CONSTRUCTION. IRRIGATION SYSTEM SHALL BE RESTORED TO 100% OPERATIONAL.
- P PROTECT IN PLACE.
- C CONNECT TO EXISTING IRRIGATION VALVE.

**IRRIGATION CONSTRUCTION NOTES**

- F FURNISH AND INSTALL.

**PIPING SPECIFICATION & SIZES:**

LATERAL PIPE SHALL BE SCH 40 PVC. MINIMUM PIPE SIZE SHALL BE 3/4". FOR ALL PIPE SIZES NOT SHOWN USE THE FOLLOWING GUIDELINES:

D.I.P. DEMAND	PIPE SIZE	TYPE
0-3	3/4"	SCH. 40
3-12	1"	SCH. 40
13-22	1 1/2"	SCH. 40
23-30	2"	SCH. 40
31-50	2 1/2"	CLASS 315
51-70	3"	CLASS 315

**EXISTING IRRIGATION VERIFICATION NOTES**

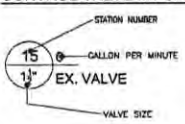
- IRRIGATION SYSTEM SHOWN (EXISTING AND NEW) IS DIAGNOSTIC. ALL PIPES, VALVES, ETC. SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WHEREVER POSSIBLE.
- ALL LOCATIONS OF EXISTING IRRIGATION EQUIPMENT (E.G., VALVES, MANIFOLDS, SHUT-OFF VALVE, ETC.) SHOWN ON PLAN ARE DERIVED FROM APPROVED IRRIGATION PLANS. CONTRACTOR SHALL CONTACT THE ENGINEER TO OBTAIN AS-BUILTS AND/OR CONSTRUCTION LANDSCAPE DRAWINGS PREPARED BY P.H.E. MAY LANDSCAPE ARCHITECT, DATED 5/2/97, FOR REFERENCE PRIOR TO CONSTRUCTION.
- COORDINATE/VERIFY WITH CIVIL STREET IMPROVEMENTS PLANS PREPARED BY J.M.O. 01/2019, OF ALL SIDEWALK, ROADWAY CURBS AND CURB RAMP LOCATIONS PRIOR TO COMMENCING LANDSCAPE CONSTRUCTION.
- CONTRACTOR SHALL CONTACT/COORDINATE WITH ENGINEER AND VERIFY ALL EXISTING LOCATIONS OF IRRIGATION EQUIPMENT (VALVES, MANIFOLDS, QUICK COUPLERS, ETC.) PRIOR TO CONSTRUCTION.
- ALL DAMAGED EXISTING IRRIGATION EQUIPMENT, INDICATED AS "PROTECT IN PLACE" ON PLAN, DUE TO CONSTRUCTION SHALL BE REPLACED IN KIND.

- ABBREVIATIONS:**
- SPD BACKFLOW PREVENTER DEVICE
  - IC IRRIGATION CONTROLLER
  - LAT LATERAL LINE
  - ML MAINLINE
  - RCV REMOTE CONTROL VALVE
  - SOV SHUT-OFF VALVE (ISOLATION VALVE)
  - SPR SPRINKLER

**IRRIGATION GENERAL NOTES**

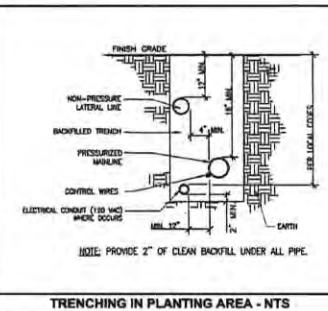
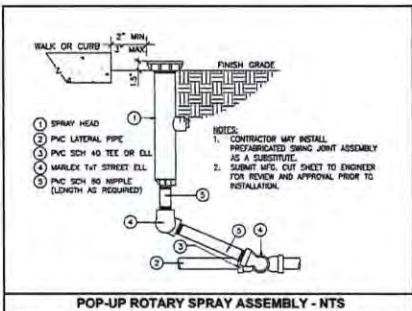
- CONTRACTOR SHALL POT HOLE, LOCATE AND VERIFY EXACT LOCATION OF EXISTING MAINLINE PRIOR TO COMMENCING CONNECTION.
- DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS INDICATED ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWING OBSTRUCTIONS OR GRADE DIFFERENCES EXIST AND SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER. IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR MUST ASSUME FULL RESPONSIBILITY FOR REVISIONS NECESSARY. NOTIFY THE CITY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES BETWEEN PLANS AND ACTUAL FIELD CONDITIONS.
- CONTRACTOR SHALL NOT LOCATE ANY ITEMS WHERE IT IS OBVIOUS THAT THEY ARE IN DIRECT CONFLICT WITH UNDERGROUND UTILITIES, STRUCTURES, PERMANENT IMPROVEMENTS OR PEDESTRIAN AND VEHICULAR SAFETY CONSIDERATIONS.
- IRRIGATION CONTRACTOR SHALL VERIFY ALL WATER PRESSURES ON SITE PRIOR TO CONSTRUCTION AND GIVE TO IN WRITING TO THE CITY ENGINEER.
- IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL GRADE DIFFERENCES, LOCATION OF CURBS, ETC. HE SHALL COORDINATE HIS WORK WITH THE GENERAL CONTRACTOR AND OTHER SUB-CONTRACTORS FOR LOCATION OF PIPE SLEEVES THROUGH WALLS, UNDER ROADS, RAFTERS AND STRUCTURES DURING BIDDING AND CONSTRUCTION PERIOD.
- CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SHOWN IN THESE PLANS ARE APPROXIMATE ONLY. ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE CITY ENGINEER.
- ALL IRRIGATION CONSTRUCTION AND MATERIALS SHALL BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS AT THE LOCATIONS AS SHOWN ON PLANS AND ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL AND REGIONAL GOVERNING CODES. VERIFY LOCATIONS OF ALL IRRIGATION EQUIPMENT WITH CITY ENGINEER PRIOR TO INSTALLATION.
- EXISTING IRRIGATION SYSTEM SHALL NOT BE SHUT-OFF OR INOPERATIVE FOR MORE THAN 48 HOURS. IF EXISTING IRRIGATION SYSTEM IS REQUIRED TO BE INOPERATIVE FOR MORE THAN 48 HOURS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY'S AUTHORIZED REPRESENTATIVE FOR FURTHER INSTRUCTIONS.

**CONTROL VALVE INFORMATION**



**IRRIGATION LEGEND**

SYM.	DESCRIPTION	MFG.	BODY	NOZ.	PSI	RAD/GPM
⊙	1" POP-UP SPRAY HEAD	HUNTER	PRD-06-PR545-CV	MP1000	30	0.5 TO 1.5 0.12 TO 0.25
⊙	1" POP-UP SPRAY HEAD	HUNTER	PRD-06-PR540-CV	MP2000	30	1.1 TO 2.1 0.4 TO 1.2



SCALE: 1" = 20'



NO.	DATE	REVISIONS	CK. BY	PLANS PROVIDED BY
				WILLARD Engineering

DATE: 8/24/2022  
 CHECKED BY: [Signature]  
 DATE: 8/24/2022

**CITY OF INDUSTRY**

APPROVED BY: [Signature] DATE: 8/24/22

CLIENT: G. CARROLL, PL. RES. 27742. DESIGNER: JOHN HEALD

**NELSON AVENUE & SUNSET AVENUE STREET IMPROVEMENTS**

**IRRIGATION MODIFICATION PLAN**

JOB NO. CITY-1442 SHT. 3 OF 4  
 CITY-1442 CONTRACT DRAWING NO. 26 OF 27

V:\projects\1442\1442-02-IRRIGATION\1442-02-IRRIGATION.dwg Aug 24, 2022

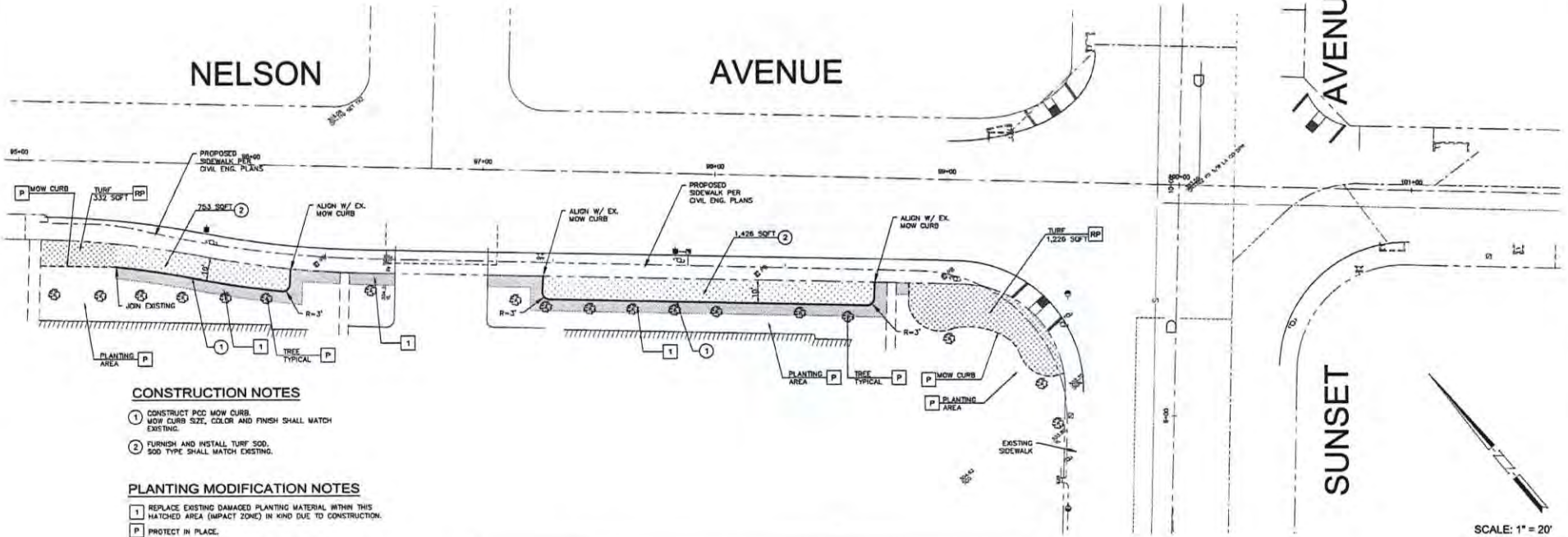


NELSON

AVENUE

AVENUE

SUNSET



**CONSTRUCTION NOTES**

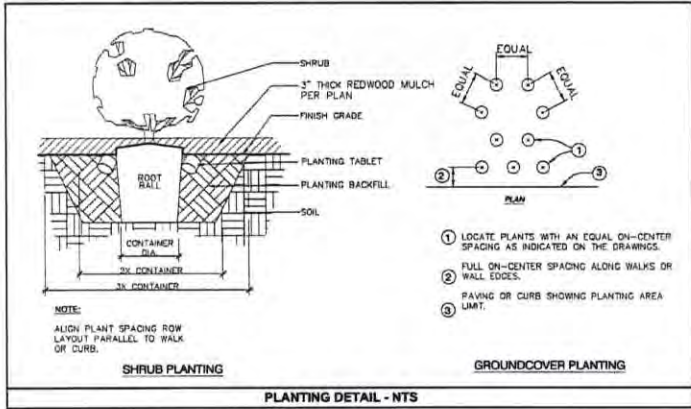
- ① CONSTRUCT PCC MOW CURB. MOW CURB SIZE, COLOR AND FINISH SHALL MATCH EXISTING.
- ② FURNISH AND INSTALL TURF SOG. SOG TYPE SHALL MATCH EXISTING.

**PLANTING MODIFICATION NOTES**

- ① REPLACE EXISTING DAMAGED PLANTING MATERIAL WITHIN THIS HATCHED AREA (IMPACT ZONE) IN KIND DUE TO CONSTRUCTION.
- P PROTECT IN PLACE.
- RP REMOVE AND REPLACE.

**GENERAL NOTES**

- 1. ALL DAMAGED PLANT MATERIAL WITHIN THE CONSTRUCTION IMPACT ZONE SHALL BE REPLACED IN KIND.
  - MIN. SIZE SHRUB SHALL BE 5 GALLON
  - MIN. SIZE FOR GROUNDCOVER SHALL BE 1 GALLON
- 2. SOG TURF TYPE SHALL MATCH EXISTING.
- 3. CONTRACTOR SHALL CONTACT THE ENGINEER TO OBTAIN AS-BUILTS AND/OR CONSTRUCTION LANDSCAPE DRAWINGS PREPARED BY PHIL MAY LANDSCAPE ARCHITECT, DATED 5/2/07, FOR REFERENCE PRIOR TO CONSTRUCTION.
- 4. COORDINATE/VERIFY WITH CIVIL STREET IMPROVEMENTS PLANS PREPARED BY JMD, 01/2019, OF ALL SIDEWALK, ROADWAY CURBING AND CURB RAMP LOCATIONS PRIOR TO COMMENCING LANDSCAPE CONSTRUCTION.
- 5. CONTRACTOR SHALL FURNISH AND INSTALL 3-INCH LAYER OF REDWOOD CHIPS AS TOP DRESS IN ALL SHRUB & GROUNDCOVER RETORED/REPLANTED AREAS. REDWOOD CHIPS AVAILABLE THROUGH RECYCLED WOOD PRODUCTS. (877)909WHP henk@wpmulch.com
- 6. ALL PLANTING BACKFILL AMENDMENTS SHALL BE SUPPLEMENTED THE FOLLOWING PRODUCTS "RY REVEAL PLANT" MANUFACTURED BY MARLYN'S OWN (800) 927-3311 BACKFILL MIXTURE SHALL FOLLOW MANUFACTURE'S SPECIFICATIONS.
- 7. KEEP REDWOOD CHIPS 6 INCHES CLEAR FROM TREE TRUNK AND SHRUB STEM.
- 8. VERIFY EXACT QUANTITIES OF TURF AND PLANTING MATERIAL AS NEEDED FOR THE RESTORATION OF EXISTING LANDSCAPING WITH THE ENGINEER PRIOR TO INSTALLATION.



PLANTING DETAIL - NTS

SCALE: 1" = 20'



NO.	DATE	REVISIONS	DL BY

PLANS PROVIDED BY: **WILLDAN Engineering**  
 13111 UNDERWOOD PARKWAY SOUTH, SUITE 402 INDUSTRY, CA 91746-7402  
 (951) 408-0070  
 UNDER THE SUPERVISION OF: *John Hidalgo*  
 JOHN HIDALGO, R.L.A. 3551, DATE: 8/24/2022  
 DESIGNED BY: B.N. DRAWN BY: B.N.

**CITY OF INDUSTRY**

APPROVED BY: *[Signature]* DATE: 8/24/22  
CLARENCE W. ORRILL, PE, REG. 37741 SPRINT CITY ENGINEER

**NELSON AVENUE & SUNSET AVENUE STREET IMPROVEMENTS**

**PLANTING MODIFICATION PLAN**

CHECKED BY: *[Signature]* DATE: 8/24/2022

JOB NO. CITY-1442 SHT. 4 OF 4  
 CITY-1442 CONTRACT DRAWING NO. 27 OF 27

*CITY COUNCIL*

ITEM NO. 5.10



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council  
**FROM:** Joshua Nelson, City Manager *gn*  
**STAFF:** Mathew Hudson, Engineering Manager; Sean Calvillo, Director of Operations, CNC Engineering; James Cramsie, Director of Engineering, CNC Engineering  
**DATE:** October 27, 2022  
**SUBJECT:** Consideration Of Amendment No. 4 To The Professional Services Agreement With Stillwater Ecosystem, Watershed & Riverine Sciences For Environmental Consulting Services At Follows Camp, Extending The Term Through March 30, 2023

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### BACKGROUND

On September 23, 2020, the City Manager approved a Professional Services Agreement ("Agreement") with Stillwater Ecosystem, Watershed & Riverine Sciences ("Stillwater") to provide environmental consulting services for the Follows Camp bridge replacement project. The initial scope of services included meetings and discussions to address the environmental needs related to Follows Camp including fisheries science, permitting strategy, for the California Department of Fish and Wildlife ("CDFW"), grant funding strategy and an initial design-related concept development, and was within the City Manager's \$10,000.00 signatory authority.

On December 10, 2020, the City Council approved Amendment No. 1 that included additional scope of services to further pursue the grant funding for the proposed bridge replacement through CDFW, and smaller grant fund opportunities. Amendment No. 1 included a companion budget increase of \$61,114.00 for the additional work. The major grant application has been submitted to CDFW. On June 24, 2021, the City Council approved Amendment No. 2 that included extending the term through December 31, 2021, and additional scope of services for meetings and discussions to address the environmental needs related to Follows Camp including fisheries science, permitting strategy, for the California Department of Fish and Wildlife ("CDFW"), grant funding strategy and an initial design-related concept development, and cost estimation for the project, with a companion increase in compensation of \$80,000.00.

On April 14, 2022, the City Council approved Amendment No. 3 that included additional scope of services that included one with the Wildlife Conservation Board ("WCB") and one with CDFW Fisheries Restoration Grant Program. Additionally, Stillwater also provided the City with new content for updating the City's website to include new graphics and pictures that highlight Follows Camp and provides educational information about the natural habitat there. Amendment No. 3 also included a revised rate schedule to reflect Stillwater's current rates, an increase in compensation of \$50,000.00 for additional tasks and project management services, and updated the address for the City.

### DISCUSSION

Stillwater has been providing the City with environmental services for the Follows Camp property and as the Agreement has expired, Staff recommends extending the term through March 30, 2023, for continued environmental services that includes providing new content for the City's website and preparation and submittal of the WCB grant application. Sufficient budget remains on the contract for the completion of this work.

### **FISCAL IMPACT**

There is no additional fiscal impact associated with Amendment No. 4. Sufficient budget remains on the contract (Account No. 120-726-5130) (MP 11-09 #1).

### **RECOMMENDATION**

There is no additional fiscal impact associated with Amendment No. 4. Sufficient budget remains on the contract (Account No. 120-726-5130) (MP 11-09 #1).

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#### **Attachments**

A. Amendment No. 4 to the Professional Services Agreement with Stillwater Ecosystem, Watershed & Riverine Sciences, dated October 27, 2022

**AMENDMENT NO. 4  
TO PROFESSIONAL SERVICES AGREEMENT WITH  
STILLWATER ECOSYSTEM, WATERSHED & RIVERINE SCIENCES**

This Amendment No. 4 to the Professional Services Agreement (“Agreement”) is made and entered into this 27th day of October 2022, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Stillwater Ecosystem, Watershed & Riverine Sciences, a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about September 23, 2020, the Agreement was entered into and executed between the City and Consultant for environmental consulting services for Follows Camp; and

**WHEREAS**, on or about December 10, 2020, Amendment No. 1 to the Agreement was approved for additional work that included partnering and outreach educational elements, conceptual design graphics, and cost estimation for the project, with a companion increase in compensation of \$63,114.00. Additionally, it was necessary to comply with best practices and include indemnity language specific to independent contractors; and

**WHEREAS**, on or about June 24, 2021, Amendment No. 2 to the Agreement was approved for additional work that included meetings and discussions to address the environmental needs related to Follows Camp including fisheries science, permitting strategy, California Department of Fish and Wildlife (“CDFW”) grant funding strategy, and an initial design-related concept development, and cost estimation for the project, extending the term through December 31, 2021, along with a companion increase in compensation of \$80,000.00; and

**WHEREAS**, on or about April 14, 2022, Amendment No. 3 was approved extending the Agreement through September 30, 2022 to allow Consultant to continue providing environmental services, and update the Agreement to include providing City website content for Follows Camp, and preparation and submission of two additional grant opportunities. It was also necessary to revise the rate schedule to reflect Consultant’s current rates, along with a companion increase in compensation of \$50,000.00, and update the address for the City; and

**WHEREAS**, the Agreement expired on September 30, 2022, it is necessary to extend the Agreement through March 30, 2023 to allow Consultant to continue providing environmental services; and

**WHEREAS**, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 4, as set forth below.

**AMENDMENT**

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

1. **TERM**

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

This Agreement shall commence on October 1, 2022, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 to the Agreement as of the Effective Date.

**“CITY”**  
**City of Industry**

**“CONSULTANT”**  
**Stillwater Ecosystem, Watershed &  
Riverine Sciences**

By: \_\_\_\_\_  
Joshua Nelson, City Manager

By: \_\_\_\_\_  
Sapna Khandwala, CEO/Principal

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, City Attorney



**EXHIBIT A TO AMENDMENT NO. 4**

**PROFESSIONAL SERVICES AGREEMENT WITH STILLWATER ECOSYSTEM,  
WATERSHED & RIVERINE SCIENCES, DATED SEPTEMBER 23, 2020**

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of September 23, 2020 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Stillwater Ecosystem, Watershed and Riverine Sciences, a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

#### RECITALS

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

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

1. **TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than September 24, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

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

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

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

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Ten Thousand Dollars (\$10,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

(30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

## **5. SUSPENSION OR TERMINATION OF AGREEMENT**

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

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

## **6. OWNERSHIP OF DOCUMENTS**

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant, so long as the Consultant is not held responsible. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other

written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

**7. INDEMNIFICATION**

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

**8. INSURANCE**

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

**9. INDEPENDENT CONSULTANT**

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

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

**10. LEGAL RESPONSIBILITIES**

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

**11. UNDUE INFLUENCE**

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

**12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

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

**13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

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

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this



Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

#### **14. NOTICES**

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

To City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy To:	Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Attention: James M. Casso, City Attorney
To Consultant:	Stillwater Ecosystem, Watershed and Riverine Sciences 555 W. 5 <sup>th</sup> Street, 35 <sup>th</sup> Floor Los Angeles, CA 90013 Attention: Wendy Katagi, Senior Manager

#### **15. ASSIGNMENT**

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

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

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

**16. GOVERNING LAW/ATTORNEYS' FEES**

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

**17. ENTIRE AGREEMENT**

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

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

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

**22. REMEDIES**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

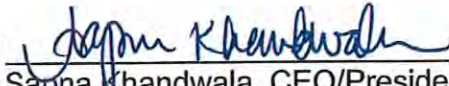
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

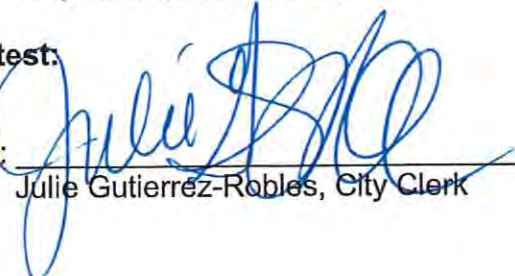
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**“CITY”**  
City of Industry

**“CONSULTANT”**  
Stillwater Ecosystem, Watershed and Riverine Sciences

By:   
Troy Helling, City Manager

By:   
Sapna Khandwala, CEO/President

Attest:  
By:   
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By:   
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services for work at Follows Camp:

Conduct up to three (3) meetings, including producing meeting summaries for each meeting, to address study questions and environmental needs related to Follows Camp with the following topics/services:

1. Fisheries science
2. Permitting strategy (California Department of Fish and Wildlife)
3. Grant funding strategy
4. Initial design-related concept development

EXHIBIT B  
RATE SCHEDULE

Classification	Hourly Rate
Scientist Administrator 1	\$65
Scientist Administrator 2	\$76
Scientist Administrator 3	\$84
Scientist Engineer 4	\$93
Scientist Engineer 5	\$99
Scientist Engineer 6	\$107
Scientist Engineer 7	\$113
Scientist Engineer 8	\$117
Scientist Engineer 9	\$126
Scientist Engineer 10	\$133
Scientist Engineer 11	\$144
Scientist Engineer 12	\$151
Scientist Engineer 13	\$161
Scientist Engineer 14	\$170
Scientist Engineer 15	\$182
Scientist Engineer 16	\$196
Scientist Engineer 17	\$219
Scientist Engineer 18	\$230
Scientist Engineer 19	\$245
Scientist Engineer 20	\$260

Rates listed above are for calendar year 2020. Hourly rates will be adjusted on January 1<sup>st</sup> of each year.

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

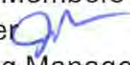
*CITY COUNCIL*

ITEM NO. 5.11



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council  
**FROM:** Joshua Nelson, City Manager   
**STAFF:** Mathew Hudson, Engineering Manager; Sean Nazarie, Sr. Project Manager, CNC Engineering  
**DATE:** October 27, 2022  
**SUBJECT:** Consideration of a Professional Services Agreement with Sage Environmental, Inc., to provide CEQA Environmental Studies and Regulatory Permitting Services for the East-West Bicycle Path Project in an amount not-to-exceed \$80,000.00 through December 31, 2024 (CIP-STR-19-063)

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### BACKGROUND

The East-West Bikeway project is in the Capital Improvement Program (CIP-STR-19-063-B) which is planned to extend the entire length of the City and connect to other existing or proposed regional bike way projects. The approximate limits of the proposed Class I bikeway are from Grand Avenue on the east to 7th Avenue on the west, a distance of about 10 miles. Two primary alignments are being studied, one along the San Jose Creek using the existing maintenance road and the other within the existing Union Pacific Railroad Right-of-Way adjacent to Valley Boulevard.

The County of Los Angeles certified the Bicycle Master Plan Programmatic Environmental Impact Report ("PEIR") in 2012 (State Clearinghouse No. 2011041004) of which this project is a part. The PEIR provided a program-level analysis of the potential for impacts of the Master Plan, with the understanding that project level, site-specific analysis of impacts would occur once actual project footprints were available. The PEIR Mitigation and Monitoring Program ("MMRP") provides required mitigation measures organized by impact area.

After review of the MMRP and preliminary design of the bike path by Sage Environmental Group, LLC, ("Sage") the project-level California Environmental Quality Act ("CEQA") compliance would consist of the preparation and processing of a Class I Categorical Exemption 15301 with supporting Initial Study and technical studies.

### DISCUSSION

Staff requested and received a proposal from Sage to provide all required services to prepare the CEQA Notice of Exemption and secure regulatory permits, including technical assistance for preparation of railway easement encroachment permit for a total fee of \$80,000. The tasks include conducting an initial study analysis involving air quality, noise and greenhouse gases, analysis of biological resources, hydrology and water quality, cultural resources and hazardous materials, and transportation and traffic. Additionally, preparation of CEQA documents and regulatory permits will be conducted.

## **FISCAL IMPACT**

The fiscal impact is \$80,000.00. In the adopted FY 2022-2023 Capital Improvement Project budget, \$200,000.00 is approved for this work (Account No. 120-702-5130) and no additional appropriation is required (CIP-STR-19-063).

## **RECOMMENDATION**

Approve the Professional Services Agreement with Sage Environmental.

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### **Attachments**

A. Professional Services Agreement with Sage Environmental, Inc., dated October 27, 2022

**CITY OF INDUSTRY  
PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of 27<sup>th</sup> day of October, 2022 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Sage Environmental Group, a California Limited Liability Company (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

**RECITALS**

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

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

**1. TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

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

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

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

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

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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Eighty Thousand Dollars (\$ 80,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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



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

**5. SUSPENSION OR TERMINATION OF AGREEMENT**

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

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

**6. OWNERSHIP OF DOCUMENTS**

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

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

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

## 7. INDEMNIFICATION

### (a) Indemnity for professional liability

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

### (b) Indemnity other than for professional liability

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

### (c) Duty to defend.

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

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

**8. INSURANCE**

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

**9. INDEPENDENT CONSULTANT**

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

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

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

**10. LEGAL RESPONSIBILITIES**

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

**11. UNDUE INFLUENCE**

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

**12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

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

**13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

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

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

**14. NOTICES**

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

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

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

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

To Consultant: Sage Environmental Group  
24040 Camino Del Avion, Suite A77  
Monarch Beach, CA 92629  
Attention: Alissa Cope, Principal

#### **15. ASSIGNMENT**

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

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

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

#### **16. GOVERNING LAW/ATTORNEYS' FEES**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions

of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

**17. ENTIRE AGREEMENT**

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

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

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

**22. REMEDIES**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**“CITY”**  
City of Industry

**“CONSULTANT”**  
Sage Environmental Group

By: \_\_\_\_\_  
Joshua Nelson, City Manager

By: \_\_\_\_\_  
Alissa Cope, Principal

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
James M. Casso, City Attorney

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



## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide the following California Environmental Quality Act ("CEQA") environmental and regulatory permitting services for the East-West Bicycle Path project:

#### Task 1 - Conduct CEQA Initial Study Checklist Analysis

- Focus areas are anticipated to include:
  - construction phase air quality, greenhouse gasses, noise
  - construction phase analysis – biological resources, hydrology and water quality, cultural resources, hazards and hazardous materials, traffic and transportation,
  - operations phase – safety and water quality – appropriate signage and trash disposal.

#### Task 2 - Conduct technical studies to support the Initial Study Project-level construction phase analysis

- air quality, greenhouse gasses, noise
- biological resources (records search and field survey)
- cultural resources and Native American Heritage Commission ("NAHC") (records search and review)

#### Task 3 - Preparation of CEQA Notice of Exemption

#### Task 4 - Regulatory Permits

- Technical assistance for preparation of railway easement encroachment permit

#### Task 5 - Project Management and Coordination

EXHIBIT B  
RATE SCHEDULE

Principal in Charge \$300.00/hr  
Project Manager \$250.00/hr  
Senior Biologist/Botanist \$200.00/hr  
Senior Regulatory Specialist \$200.00/hr  
Associate Biologist/Botanist \$180.00/hr  
Licensed Herbicide Applicator \$160.00/hr

Senior Cultural Resources Specialist \$200.00/hr  
Assoc. Cultural Resources Specialist \$180.00/hr

Principal Environmental Planner \$200.00/hr  
Assoc. Environmental Planner \$180.00/hr  
CADD/GIS Technician \$160.00/hr  
Word Processor \$90.00/hr

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*CITY COUNCIL*

ITEM NO. 5.12



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council  
**FROM:** Joshua Nelson, City Manager *gn*  
**STAFF:** Mathew Hudson, Engineering Manager; James Cramsie, Director of Engineering, CNC Engineering; Justin Aguilar, Field Operations Project Manager, CNC Engineering  
**DATE:** October 27, 2022  
**SUBJECT:** Consideration of a Maintenance Services Agreement with Blake Air Conditioning & Service Co., Inc., for routine maintenance at various Citywide facilities, in an amount not-to-exceed \$ 156,992.00, through October 27, 2024

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### BACKGROUND

HVAC services are an important aspect of maintaining a safe operating environment. The City owns the El Encanto Healthcare and Habilitation Center ("El Encanto") property, City Hall, Industry Business Council property, and the facility that currently houses the USPS and Youth Activities League. These four (4) facilities require regular inspection and maintenance to support the robust working environments at each of these locations. An essential system requiring routine maintenance at these facilities is the HVAC equipment which includes cooling towers, water pumps, packaged air conditioning units, boilers, and much more. Currently, Staff have dealt with ongoing issues to repair and restore the HVAC systems at each of these locations that may have been avoided through proper preventative maintenance.

### DISCUSSION

Blake Air Conditioning & Service Co., Inc. ("Blake AC") has a reputation of providing quality routine maintenance of HVAC equipment throughout Southern California. Blake AC's services are already being used by the City at several facilities including City Hall, the Industry Business Council ("IBC") building, the Youth Activities League building, and the Expo Center. They have a proven track record and have developed a reliable partnership in maintenance and service with the City that far exceeds other commercial HVAC contractors used. Under this new Maintenance Service Agreement, Blake AC would provide routine HVAC maintenance at four (4) City facilities including City Hall, IBC/council chambers building, YAL/Post Office, and El Encanto. The service covers monthly inspections of each facility and regularly scheduled maintenance on cooling towers, air handlers, water-cooled chillers, air-cooled chillers, packaged air conditioning, boilers, water pumps, and associated HVAC equipment, as outlined. Staff is recommending the City Council approve the Maintenance Services Agreement with Blake AC for a two-year term, in an amount not-to-exceed \$156,992.00.

### FISCAL IMPACT



The fiscal impact is \$156,992.00 over two years. This is budgeted in the adopted Fiscal Year 2022-2023 Budget, under Account No. 100-620-8510.

## RECOMMENDATION

Staff recommends that the City Council approve the Maintenance Services Agreement with Blake AC.

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### Attachments

A. Maintenance Services Agreement with Blake Air Conditioning & Service Company, Inc., dated October 27, 2022

**CITY OF INDUSTRY**  
**MAINTENANCE SERVICES AGREEMENT**

This MAINTENANCE SERVICES AGREEMENT (“Agreement”), is made and effective as of October 27, 2022 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Blake Air Conditioning & Service Co., Inc., a California corporation (“Contractor”). The City and Contractor are hereinafter collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS**, City 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, City 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 October 27, 2024, 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 the City. The Services shall be performed by Contractor, unless prior written approval is first obtained from the City.

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

(c) Contractor shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing routine HVAC maintenance, serving a municipal agency.

(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) City has not consented in writing to Contractor's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* 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 the City. If Contractor was an employee, agent, appointee, or official of the City 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 the City 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**

City Manager shall represent the City 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) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Fifty Six Thousand Nine Hundred Ninety Two Dollars (\$156,992.00) 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 the City. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Contractor at the time City'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 the City 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. City 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, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including 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, Consultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) 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. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by

the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

## **6. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the 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 the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to the City 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 City 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 City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

## 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 the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of 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 for other than 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 City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by 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 the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Contractor shall have an immediate duty to defend the City at Contractor's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

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

**10. INDEPENDENT CONTRACTOR**

(a) Contractor is and shall at all times remain as to the City 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 City 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 the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

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

(c) Contractor shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractor of Contractor, 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 the City 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. The City, 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 the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from 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 the City to any and all remedies at law or in equity.

**13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

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

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

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

To Contractor: Blake Air Conditioning & Service Co., Inc.  
1175 N. Osprey Circle  
Anaheim, CA 92807  
Attention: Peter Rodriguez, Service Manager

#### **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 the City.

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

Notwithstanding Contractor's use of any subcontractor, Contractor shall be responsible to the City for the performance of its subconsultant 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 the City 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**

The City 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 City 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 City 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.

**“CITY”**  
City of Industry

**“CONTRACTOR”**  
Blake Air Conditioning & Service  
Co., Inc.

By: \_\_\_\_\_  
Joshua Nelson, City Manager

By \_\_\_\_\_  
Peter Rodriguez, Service Manager

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
James M. Casso, City Attorney

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

## EXHIBIT A

### SCOPE OF SERVICES

Contractor shall provide the following maintenance services at various City facilities including City Hall, Industry Business Council/Council Chambers building, YAL/Post Office building, and El Encanto facility:

#### **Cooling towers**

Inspection Frequency: Monthly

- Clear fan housing of any debris.
- Check fan belts for condition, adjust tension, if necessary.
- Check fan bearings and lubricate, as necessary.
- Check sump screen for debris.
- Check eliminators for algae, scale, or corrosion.
- Check motor or mag starter.
- Check condition of spray nozzles.
- Check for leaks and overall condition.

Annual Service: Complete drain and flush service, access and clean around eliminators, rinse all residue to sump, flush and rinse sump, refill tower.

#### **Air Handlers**

Inspection Frequency: Six (6) times per year (every two months)

- Check condition of evaporator coil.
- Check fan section for cleanliness and proper rotation.
- Check condition of belts, if belt driven.
- Check condensate drain pans and piping.
- Change filters per Schedule B (Quarterly)
- Check insulation and unit overall condition.
- Check motors and bearings, lubricate, if necessary.
- Check controls and electrical connections.

Annual Service: Access evaporator coils for application of coil cleaning chemicals, rinse thoroughly.

Note: Access doors must be installed on all four air handlers before chemical cleaning.

### **Water-Cooled Chillers**

Inspection Frequency: Six (6) times per year (every two months)

- Check compressor oil level and refrigerant level.
- Check suction and discharge pressures.
- Measure and record system superheat and subcooling.
- Check controls, function, and settings.
- Check contactors, expansion valve for leaks, and strainers.
- Check water piping and valves for leaks, check strainers.
- Check electrical wiring and connections.

Annual Service: Testing of all performance parameters, temperature and pressure verification, leak check of refrigerant circuit and exterior piping, and thorough cleaning.

### **Air-Cooled Chillers**

Inspection Frequency: Six (6) times per year (every two months)

- Check suction and discharge pressures.
- Check liquid line sight glass/moisture indicator.
- Measure and record system superheat and subcooling.
- Inspect coils for dirt and debris and clean, if necessary.
- Open disconnect switch. Manually rotate O.D. fan for orifice clearance.
- Check fan mounts and tighten set screws, if necessary.
- Check controls, function, and settings.
- Check contactors, expansion valve sensing bulb, and bulb insulation.
- Check water piping and valves for leaks, check strainers.
- Check electrical wiring and connections.

## **Packaged Air Conditioning**

Inspection Frequency: Four (4) times per year (every three months)

- Check coils for overall condition.
- Clean outdoor coil annually, before summer cooling season.
- Check condensate drain pan and drainage piping.
- Change filter per Schedule B (Quarterly)
- Check for refrigerant leaks.
- Check temperatures (split difference).
- Check electrical wiring and connections.
- Check fan rotation and lubricate motor bearings, if necessary.
- Check contactors, safety controls, and compressor.

## **Boilers**

Inspection Frequency: Four (4) times per year (every three months)

- Check combustion. Flame quality and balance.
- Check fill water controls and valves.
- Check water pressure regulator and pressure relief valve.
- Check gas valve and control settings.
- Adjust controls per seasonal requirements.
- Blow down boiler, drain and recharge expansion tank.
- Check overall condition.

## **Aerco Boilers**

Inspection Frequency: Four (4) times per year (every three months)

- Check spark ignitor for condition and operation.
- Check flame detector for condition and operation.
- Check combustion settings and re-calibrate, if necessary.



- Check safety devices and overall operation.
- Annual Service: Dismantle burner section, clean and inspect heat exchanger (firebox), clean inspect burners, assure proper combustion and flame quality.

### **Water Pumps**

Inspection Frequency: Twice (2) per year (every six months)

- Check motor and bearings, lubricate, if necessary.
- Check strainers and check seals visually for leakage.
- Observe alignment and overall condition.

EXHIBIT B  
RATE SCHEDULE

	<i>Quarterly Rate</i>	<i>Annual Rate</i>
EI Encanto (MP 07-24 #1)	\$9,051.00	\$36,204.00
City Hall (MP 03-24 #2)	\$4,663.00	\$18,652.00
IBC (MP 03-24 #4)	\$4,157.00	\$16,628.00
YAL/Post Office (MP 03-24#11/MP 15-05)	\$1,753.00	\$7,012.00
Total per year		\$78,496.00
Total 2-year contract		\$156,992.00

Note: Cooling tower gasket and part replacement, air handler installation of access doors, Aerco boiler parts and opening of water box, and water-cooled chiller inspection of condenser tubes, Eddy current and other specialized testing are not included in this Agreement and must be billed separately.

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of City, 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 the City.

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$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 City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

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

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

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

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

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

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

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

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

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

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

**Separation of Insureds.** A severability of interests provision must apply for all additional insureds ensuring that 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 subcontractors, 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 City for review.

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

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

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

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


*CITY COUNCIL*

ITEM NO. 5.13



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council  
**FROM:** Joshua Nelson, City Manager   
**STAFF:** Mathew Hudson, Engineering Manager; Sean Calvillo, Director of Operations, CNC Engineering; Justin Aguilar, Field Operations, CNC Engineering  
**DATE:** October 27, 2022  
**SUBJECT:** Consideration of a Maintenance Services Agreement with Chem Pro Laboratory, Inc., for routine maintenance in an amount not-to-exceed \$26,000.00 through October 27, 2024

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### BACKGROUND

El Encanto Health and Habilitation Center ("El Encanto"), City of Industry City Hall, the Industry Business Council ("IBC"), and the YAL/Post Office buildings all have water treatment equipment that is vital to daily operations. Routine monitoring and maintenance services of this equipment is an essential and on-going activity for maintaining health and safety of staff, customers, and residents.

### DISCUSSION

Chem Pro Laboratory, Inc. ("Chem Pro") has a reputation of providing quality water treatment products and services throughout Southern California. Under this new Maintenance Service Agreement, Chem Pro would provide routine maintenance at El Encanto, City Hall, IBC, and the YA/Post Office buildings. Staff is recommending the City Council approve the Maintenance Services Agreement with Chem Pro for a two-year term in an amount not to exceed \$26,000.00.

### FISCAL IMPACT

This fiscal impact associated with this action will be \$13,000.00 annually for two years for a not-to-exceed amount of \$26,000.00. This is budgeted for in the adopted Fiscal Year 2022-2023 General Fund in Account No. 100-620-8510.

### RECOMMENDATION

Staff recommends that the City Council approve the Maintenance Services Agreement with Chem Pro Laboratory, Inc.

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### Attachments

A. Maintenance Services Agreement with Chem Pro Laboratory Inc. dated October 27, 2022



**CITY OF INDUSTRY**

**MAINTENANCE SERVICES AGREEMENT**

This MAINTENANCE SERVICES AGREEMENT (“Agreement”), is made and effective as of October 27, 2022 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Chem Pro Laboratory, Inc., a California corporation (“Contractor”). The City and Contractor are hereinafter collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS**, City 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, City 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 October 27, 2024, 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 the City. The Services shall be performed by Contractor, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

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

(c) Contractor shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing routine monitoring of water treatment equipment, serving a municipal agency.

(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) City has not consented in writing to Contractor's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* 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 the City. If Contractor was an employee, agent, appointee, or official of the City 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 the City 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**

City Manager shall represent the City 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) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Twenty Six Thousand Dollars (\$26,000.00) 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 the City. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Contractor at the time City'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 the City 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. City 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, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including 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, Consultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

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

## **6. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the 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 the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to the City 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 City 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 City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

## **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 the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of 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 for other than 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 City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by 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 the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Contractor shall have an immediate duty to defend the City at Contractor's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

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

## **10. INDEPENDENT CONTRACTOR**

(a) Contractor is and shall at all times remain as to the City 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 City 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 the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

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

(c) Contractor shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractor of Contractor, 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 the City 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. The City, 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 the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from 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 the City to any and all remedies at law or in equity.

**13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

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

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

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

To Contractor: Chem Pro Laboratory, Inc.  
941 W. 190th Street  
Gardena, CA 90248  
Attention: Danny Garison, Sales Representative

**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 the City.

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

Notwithstanding Contractor's use of any subcontractor, Contractor shall be responsible to the City for the performance of its subconsultant 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 the City 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**

The City 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 City 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 City 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.

**“CITY”**  
**City of Industry**

**“CONTRACTOR”**  
Chem Pro Laboratory, Inc.

By: \_\_\_\_\_  
Joshua Nelson, City Manager

By \_\_\_\_\_  
Tony Aiello, General Sales Manager

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
James M. Casso, City Attorney

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

## EXHIBIT A

### SCOPE OF SERVICES

Contractor shall complete the following services at El Encanto Health and Habilitation Center, City Hall, Industry Business Council/Council Chamber building, and YAL/Post Office Building:

1. Check all water treatment equipment and maintain chemical levels to inhibit scale and corrosion potential.
2. Visit Monthly and submit a written field report at the time of each service call. The report is to summarize work completed, water conditions, and observation of water side conditions.

EXHIBIT B  
RATE SCHEDULE

Labor	\$1,008.20
Fuel/Trip Surcharge	\$75.00
Monthly Total	\$1,083.20
<hr/>	
<b>2-Year Contract Total</b>	<b>\$25,996.80</b>

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of City, 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 City.

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$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 City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

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

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

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

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

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

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

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

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



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

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

**Separation of Insureds.** A severability of interests provision must apply for all additional insureds ensuring that 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 subcontractors, 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 City for review.

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

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

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

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

*CITY COUNCIL*

ITEM NO. 5.14



# CITY OF INDUSTRY

## MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager *gn*

STAFF: Yamini Pathak, Director of Finance

DATE: October 27, 2022

**SUBJECT:**

- **Adoption of Ordinance No. 819 - an Ordinance of the City Council of the City of Industry, California, Amending Sections 3.04.040 (Bidding procedures), 3.04.050 (Purchases on the open market), 3.04.055 (Professional services), and 3.04.070 (Exemptions—municipal utilities and street lighting) of Chapter 3.04 (Purchasing System), of Title 3 (Revenue and Finance) of the City of Industry Municipal Code, and Adopting a Notice of Exemption Regarding Same**
- **Consideration of an Amended Procurement Policy**

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**BACKGROUND:**

On October 13, 2022, the City Council considered the first reading and introduction of Ordinance No. 819, amending various sections set forth in the Chapter 3.04 Of the City's Municipal Code ("Code"). The City adopted a formal Procurement Policy ("Policy") on June 27, 2013, which follows policies set forth in the Code, concerning the acquisition of services, supplies and equipment. The City wishes to amend the Code and Policy to update purchase level authorizations, bidding procedures and types, exemptions for municipal utilities and street lighting, etc.

**DISCUSSION:**

The City has been using the Policy adopted on June 27, 2013 and corresponding Code to obtain services, supplies and equipment. It is necessary from time-to-time to review the Policy and Code to identify inconsistencies, changes or general updates to the way City is conducting business. City Staff has identified several sections in the Code and Policy that require updates and is recommending changes, as follows:

- Code Section 3.04.040 A-D (Bidding procedures) is updated to include an option for electronic bidding procedures on City's website.
- Code Section 3.05.050 (Purchases on the open market) previously required all purchases on supplies and equipment of an estimated value of \$100,000 or less be made by City Manager on the open market, following solicitation of written proposals from prospective sellers. The revision to this section of the Code separates the \$100,000 authority into three separate buckets, as follows:
  - Purchases less than \$5,000 may be made by the City Manager or his designee over the counter.
  - Purchases of \$5,000 to \$9,999 may be made by the City Manager or his designee on the open market after the solicitation of proposals from the prospective sellers of such supplies or equipment.
  - Purchases of \$10,000 to \$100,000 may be made by the City Manager on the open market after the solicitation of proposals.
- Code Section 3.05.055 (Professional services) increases the City Manager's authority to enter into agreements for professional services from \$10,000 to \$50,000. During the first reading and introduction, the Council increased the proposed limit of \$25,000 to \$50,000.
- Code section 3.04.070 (Exemptions - Municipal utilities) revises the section title and content to include street lighting.

In addition to the Code changes listed above, changes to the Policy include a new definition section; removal of former Section 14 Protest Procedures; and updates to Section 13 Surplus Personal Property to allow donations of surplus property to other public agencies. Further, as noted in the Policy, in the event there are any conflicts between the Policy and the City's Code, the provisions of the Code prevail.

**FISCAL IMPACT:**

No fiscal impact.

**RECOMMENDED ACTION:**

1) Adoption of Ordinance No. 819 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTIONS 3.04.040 (BIDDING PROCEDURES), 3.04.050 (PURCHASES ON THE OPEN MARKET), 3.04.055 (PROFESSIONAL SERVICES), AND 3.04.070 (EXEMPTIONS—MUNICIPAL UTILITIES AND STREET LIGHTING) OF CHAPTER 3.04 (PURCHASING SYSTEM), OF TITLE 3 (REVENUE AND FINANCE) OF THE CITY OF INDUSTRY MUNICIPAL CODE, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

2) Adopt the Policy, which will become effective upon the effective date of Ordinance No. 819.

Attachments:

1. Adoption of Ordinance No. 819 - an Ordinance of the City Council of the City of Industry, California, Amending Sections 3.04.040 (Bidding procedures), 3.04.050 (Purchases on the open market), 3.04.055 (Professional services), and 3.04.070 (Exemptions—municipal utilities and street lighting) of Chapter 3.04 (Purchasing System), of Title 3 (Revenue and Finance) of the City of Industry Municipal Code, and Adopting a Notice of Exemption Regarding Same
2. Notice of Exemption
3. City of Industry Amended Procurement Policy

**ORDINANCE NO. 819**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTIONS 3.04.040 (BIDDING PROCEDURES), 3.04.050 (PURCHASES ON THE OPEN MARKET), 3.04.055 (PROFESSIONAL SERVICES), AND 3.04.070 (EXEMPTIONS—MUNICIPAL UTILITIES AND STREET LIGHTING) OF CHAPTER 3.04 (PURCHASING SYSTEM), OF TITLE 3 (REVENUE AND FINANCE) OF THE CITY OF INDUSTRY MUNICIPAL CODE, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME**

**WHEREAS**, pursuant to Article XI, Section 3, of the California Constitution, the Charter of the City of Industry (“City’s Charter”) governs the City of Industry’s (“City”) municipal affairs. Pursuant to Section 200 of the City’s Charter, the City has the power to make all laws and regulations with respect to municipal affairs. Cities have the authority to enter into contracts, including those for services and goods, and carry out necessary functions; and

**WHEREAS**, Chapter 3.04 of the City’s Municipal Code (“Code”) sets forth the process by which the City obtains services, supplies and equipment; and

**WHEREAS**, it is recommended that the City Council amend Chapter 3.04 of the Code to increase the City Manager’s authority to enter into agreements for professional services, and to expressly include an exemption to the purchasing requirements for street lighting; and

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

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. Findings.**

The City Council finds that based upon substantial evidence presented to the City Council during the October 13, 2022 public meeting, including public testimony and oral staff reports, that all of the facts set forth in the recitals, are true and correct, and are incorporated herein by reference.

**SECTION 2. CEQA Findings.**

Upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for this Ordinance, the City Council hereby finds and determines that this Ordinance does not have the potential for causing a significant effect on the environment. Accordingly, the City Council finds and determines that this Ordinance is exempt from California Environmental Quality Act (“CEQA”, Public Resources Code § 21000 *et seq.*) pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment and therefore the City Council approves and adopt the Notice of Exemption. The City Council further directs Staff to file the Notice of Exemption, as authorized by law.

**SECTION 3. Municipal Code Amendment.** Sections 3.04.040.A.-D. (Bidding procedures) of Chapter 3.04 (Purchasing System) of Title 3 (Revenue and Finance) of the City of Industry Municipal Code are hereby revised to read in their entirety as follows:

- A. Purchases of supplies and equipment of an estimated value of greater than one hundred thousand dollars shall be by written contract with the lowest responsible bidder after notice. Such notice shall invite sealed bids, include a general description of the services, supplies or equipment to be purchased, state where bid forms and specifications may be obtained and specify the time and place for the opening of bids. The City may require electronic submission of any bids.
- B. Such notice shall be published on the City's website and in a newspaper of general circulation printed and published in the city, or if there is none, it shall be posted in no less than three public places in the city designated by ordinance for the posting of public notices. The city manager shall post a copy of such on a public bulletin board in the city administrative offices. The city manager shall mail a copy of such notice to anyone who has requested to be so notified.
- C. All notices shall be published or posted, as the case may be, not less than ten days prior to the date specified for the opening of bids.
- D. Bids shall be submitted to the City in accordance with the instructions in the notice inviting sealed bids. Bids shall be received and finalized at the time specified in the notice inviting sealed bids. All bids received by the City shall be available for public viewing and inspection following the bid opening.

**SECTION 4. Municipal Code Amendment.** Section 3.04.050 (Purchases on the open market) of Chapter 3.04 (Purchasing System) of Title 3 (Revenue and Finance) of the City of Industry Municipal Code is hereby revised to read in its entirety as follows:

**3.04.050 Purchases of \$100,000 or Less**

A. Purchases of Less than \$5,000

Purchases of supplies and equipment of an estimated value of less than five thousand dollars, may be made by the city manager or his designee over the counter.

B. Purchases of \$5,000 to \$9,999.99

Purchases of supplies and equipment of an estimated value of five thousand to less than ten thousand dollars, may be made by the city manager or his designee, on the open market after the solicitation of proposals from the prospective sellers of such supplies or equipment. Solicitation of proposals may be made in writing, by telephone or otherwise and shall be made to sufficient numbers of prospective sellers as may be deemed by the city manager (or his designee) to be consistent with competitive bidding policies of the city and in no event less than three such proposals shall be obtained unless the city manager (or his designee) determines that it is not possible to obtain three such proposals. The city manager (or his designee) shall maintain a record of all such purchases and the names of each bidder, the manner in which the bids were solicited and the amount of each such bid. That record shall also reflect the reason why there are less than three bids in those instances where there were not three qualified bidders.



- C. Purchases of supplies and equipment of an estimated value of ten thousand dollars or more may be made by the city manager on the open market after the solicitation of proposals as set forth in Section 3.04.050.B.

**SECTION 5. Municipal Code Amendment.** Section 3.04.055 (Professional services) of Chapter 3.04 (Purchasing System) of Title 3 (Revenue and Finance) of the City of Industry Municipal Code is hereby revised to read in its entirety as follows:

Procurement of professional services of an estimated value of fifty thousand dollars (\$50,000.00) or less may be made by the city manager at his or her discretion on the open market without specific solicitation or competitive bidding requirements. Professional services greater than fifty thousand dollars (\$50,000.00) shall require prior approval by the city council. For the purposes of this section, professional services shall include, without limitation, consultants, advisors, attorneys, architects, planners, engineers, auditors, or other professionals with advanced or specialized knowledge, expertise or training gained by formal studies, or any other professional services listed in California Government Code sections 4525-4529.5, 37103, and 53060 so long as the service performed does not constitute a public works project.

**SECTION 6. Municipal Code Amendment.** Section 3.04.070 (Municipal utilities) of Chapter 3.04 (Purchasing System) of Title 3 (Revenue and Finance) of the City of Industry Municipal Code is hereby revised to read in its entirety as follows:

3.04.070 Exemptions—Municipal utilities and street lighting.

In addition to the exceptions set forth in Section 3.04.060, Sections 3.04.040 and 3.04.050 shall not apply to the purchase of supplies and equipment for projects related to the construction, modification, addition, extension, replacement or expansion of public utility facilities and street lighting, or the transmission or distribution system thereof, operated by, or under the control of the city. For purchases of such supplies and equipment with an estimated value over two hundred fifty thousand dollars, the city manager shall first attempt to follow the procedures set forth in Section 3.04.050; however, such procedures shall not be mandatory if the city manager's determination is that supplies and equipment must be purchased immediately for the efficient operation of the public utility.

**SECTION 7. Clerical Errors.** The City Council directs the City Clerk to correct any clerical errors found in this Chapter, including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

**SECTION 8. Severability.** Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

**SECTION 9. Effective Date.** In accordance with California Government Code §36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

**SECTION 10. Publication.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on October 27, 2022, by the following vote:

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

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Cory C. Moss, Mayor

**ATTEST:**

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Julie Gutierrez-Robles, City Clerk

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss  
CITY OF INDUSTRY )

CITY CLERK'S CERTIFICATION  
RE: ADOPTION OF CITY ORDINANCE

I, Julie Gutierrez-Robles, City Clerk of the City of Industry, do hereby certify that the foregoing Ordinance No. 819 was introduced at the regular meeting of the City Council on October 13, 2022, and was adopted at a regular meeting of the City Council on October 27, 2022 by the following vote:

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

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Julie Gutierrez-Robles, City Clerk

(SEAL)



# CITY OF INDUSTRY

## PROCUREMENT POLICY

Date Adopted: 06/27/2013  
Last Amended: 10/13/2022

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### SECTION 1. PURPOSE

The purpose of this policy is to provide the City a means of assuring continuity and uniformity in its contracting and purchasing operations, and to define the responsibilities for contracting for services and purchasing supplies and equipment for the City. This policy is in furtherance of the general authority and procedures set forth in Chapter 3.04 (Purchasing System) of Title 3 of the City's Municipal Code, and while comprehensive, the policy is not intended to address every issue, exception, or contingency that may arise in the course of City contracting and purchasing activities. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of City resources, including keeping within the budget authorized by the City Council.

This policy does not address the purchase of supplies, equipment and professional services, which are included within the definition of a "public works" project subject to the requirements of the California Public Contract Code.

In the event of any conflicts between this policy and the City's Code, the provisions of the Code shall prevail.

### SECTION 2. DEFINITIONS

The following words and terms shall be defined as follows unless the context indicates that a different meaning is intended:

"Bid" means the response submitted by a bidder to an invitation for bids issued by the City for supplies, equipment, and professional services.

"City" means the City of Industry.

"City Council" means the City Council of the City of Industry.

"Competitive bidding" refers to the process whereby bids are solicited from potential bidders in accordance with applicable laws (including the City's Municipal Code) to foster cost effective competition within the private sector providing professional services, supplies, or equipment to the City.

“Contract” means an agreement, in writing, between two or more persons with the requisite authority, which creates an obligation to provide supplies, personal property, equipment or professional services.

“Department” means any department, office, or other organizational unit of the City of Industry.

“Open market” or “quotation” means an informal, written or verbal proposal that is submitted by the bidder for procurement of supplies, equipment, and professional services for which formal bidding is not required.

“Over-the-counter” means purchases that do not require formal or informal bidding, nor competitive pricing considerations, unless practical to do so.

“Procurement document” means a document that announces a project or a need for supplies, equipment, or professional services, and solicits bids from interested parties.

“Professional services” means services performed by specially trained persons or firms in a professional occupation, including, but not limited to, services in connection with financial, economic, accounting, auditing, architectural, engineering, planning, legal, administrative or other matters involving advanced or specialized knowledge, expertise or training gained by formal studies, or any other professional services listed in California Government Code sections 4525-4529.5, 37103, and 53060.

“Purchase order” means the City's written documentation provided to a vendor formalizing the terms and conditions associated with the ordering of the supplies, equipment, and professional services required by the City.

“Splitting” shall mean dividing a purchase or contract into two or more parts in order to avoid the provisions of this chapter requiring work to be done by contract after competitive bidding.

### **SECTION 3. PROCUREMENT OFFICER**

The City Manager is designated as the Procurement Officer for the City and may delegate the administration of the program to a designee. The Procurement Officer is charged with the responsibility and authority for coordinating and managing the procurement of the City's supplies, equipment, and professional services according to this policy.

The Procurement Officer and all departments must adhere to this policy when procuring supplies, equipment, and professional services. This policy strives to define decision making with prudent review and internal control procedures and to maintain departmental responsibility and flexibility in evaluating, selecting, and procurement supplies, equipment, and professional services.

### **SECTION 4. RESPONSIBILITIES OF THE PROCUREMENT OFFICER**

The Procurement Officer is responsible for 1) the procurement of supplies, equipment, and professional services; 2) the administration of this procurement policy; and 3) the management of surplus City property. To perform these functions efficiently and assist departments, the Procurement Officer will:

- A. Coordinate and manage the procurement of the City's supplies and equipment services from the lowest responsive and responsible bidder when required by this policy.
- B. Ensure full and open competition on all purchases as required by this policy.
- C. Identify, evaluate and utilize procurement methods which best meet the needs of the City (i.e., cooperative purchases, blanket purchase orders, contractual agreements, etc.)
- D. Assist all departments with research and recommendations in developing specifications; review specifications for completeness of information to ensure specifications are not unnecessarily restrictive.
- E. Coordinate vendor relations, locate sources of supply, and evaluate vendor performance.
- F. Recommend revisions to procurement procedures when necessary and keep informed of current developments in the field of public contracting and purchasing.
- G. Prescribe and maintain all forms and records necessary for the efficient operation of the procurement function.
- H. Act as the City's agent in the transfer and disposal of surplus equipment and materials.
- I. Investigate the cost of recycled and non-recycled products to determine if the purchase of recycled products is practical and economical. To be considered economical, the added costs should not exceed 10 percent of the lowest non-recycled product price.
- J. Make purchase award recommendations to the appropriate authority.

## **SECTION 5. RESPONSIBILITIES OF DEPARTMENTS**

Departments are charged with the following responsibilities in the procurement process:

- A. To anticipate requirements sufficiently in advance to allow adequate time to obtain goods in accordance with the best procurement practices.

- B. To communicate and coordinate purchases with the Procurement Officer, as necessary.
- C. To provide detailed, accurate specifications to ensure goods obtained are consistent with requirements and expectations.
- D. To prepare requisitions in accordance with instructions so as to minimize the processing effort.
- E. To inform the Procurement Officer of any vendor relations problems, shipping problems (i.e., damaged goods, late delivery, wrong items delivered, incorrect quantity delivered, etc.) and any situations that could negatively affect the procurement function.
- F. To minimize urgent and sole source purchases and to provide written documentation when such purchases may be necessary.
- G. To assist the Procurement Officer with the review of all bids received for compliance with specifications, and provide the Procurement Officer with written documentation regarding their findings.
- H. To notify vendors of purchase award when authorized by the Procurement Officer.
- I. To not "split" orders for the purpose of avoiding procurement requirements. See Definitions.
- J. To consider the use of recycled products when practical and economically feasible. To be considered economical, the added costs should not exceed 10 percent of the lowest non-recycled product price.

## **SECTION 6. VENDOR AND CONSULTANT RELATIONS**

It is to the City's advantage to promote and maintain good relations with vendors and service providers. The Procurement Officer and department staff will conduct their dealings with vendors and consultants in a professional manner and will promote equal opportunity and demonstrate fairness, integrity, and courtesy in all relations.

## **SECTION 7. SPECIFICATIONS**

It is the responsibility of each department to provide detailed, accurate specifications when requisitioning supplies, equipment, and professional services. Accurate specifications are essential for effective bidding.

- A. Sole Source Specifications.



Sole source specifications must be avoided whenever possible, as they minimize or eliminate competition. The appropriate authority (Procurement Officer if total purchase for supplies or equipment is \$100,000 or less; and City Council if total purchase for supplies or equipment is more than \$100,000) may waive bidding requirements if sufficient written justification for a sole source purchase exists. Written documentation signed by the appropriate department head must accompany the requisition for any sole source request.

B. Standardization.

Standardization of specifications for items common to several departments can facilitate the procurement process. The Procurement Officer and departments are encouraged to work together to establish standard specifications for such items.

C. Brand Name, or Equal, Specifications.

In purchasing equipment or supplies needed to be compatible with existing equipment, or to perform complex or unique functions, the Procurement Officer may limit bidding to a specific product type or a brand name product. Use of brand names in specifications will be for the purpose of describing the standard of quality, performance, and characteristics the City desires and not be intended to limit or restrict competition. If a brand name is incorporated into a specification, a minimum of two acceptable brands will be listed whenever possible and will be followed by the statement "or approved equal" unless the sole source rule applies. Using specifications provided by a specific manufacturer should be avoided, however, if used, the name of the manufacturer, model number, etc., should be indicated. The bid document must clearly state that the use of the manufacturer's specifications are for the sole purpose of establishing the level of quality desired. The Procurement Officer reserves the right to determine and approve any product submitted as an "or equal."

D. Vendor Assistance in Writing Specifications.

There may be occasions when vendor assistance is required to develop a specification. Such specifications must be written in general terms, and may not contain specifications that limit the bidding opportunities to a sole vendor, the vendor will be informed that the information they provide may be used to develop specifications for a competitive bid process. The vendor will be allowed to submit a bid, but will not be given any preference over the other bids.

## **SECTION 8. SUPPLIES & EQUIPMENT: PROCUREMENT METHODS**

A. Requirements for Certain Procurement Dollar Limits.

Procurement dollar limits are “per order”. This policy specifically prohibits splitting an order to circumvent the specified dollar limits. Departments should contact the Procurement Officer to coordinate volume bids of repetitive requirements (i.e., the frequent purchase of items such as chemical, paper goods, etc., which annually exceed the specified limits).

Furthermore, the limits described below shall not apply to the purchase of supplies and equipment for projects related to the construction, modification, addition, extension, replacement or expansion of public utility facilities or street lighting, or the transmission or distribution system thereof, operated by, or under the control of the City. For purchases of such supplies and equipment with an estimated value over two hundred fifty thousand dollars, the Procurement Officer shall first attempt to follow the procedures set forth within Section 8.A; however, such procedures shall not be mandatory if the Procurement Officer’s determination is that supplies and equipment must be purchased immediately for the efficient operation of the public utility. Limit amounts do not include sales and use taxes or shipping charges.

**Authority and Purchasing Limitations Summary**

	<b>Competitive Bids</b>	<b>Bid Type</b>	<b>Purchase Order</b>	<b>Authorization Required</b>
<b>Less than \$5,000</b>	Not required	Over the Counter	Not required	Department Head or Procurement Officer
<b>\$5,000 to \$9,999.99</b>	Required	Open Market/Quote	Required	Department Head or Procurement Officer
<b>\$10,000 to \$100,000</b>	Required	Open Market/Quote	Required	Procurement Officer
<b>Over \$100,000</b>	Required	Formal	Required	City Council

1. Purchases of Less than \$5,000 – Over the Counter.
  - (i) For purchases of less than \$5,000, the authority to award is the Procurement Officer, and said authority may be delegated to department heads. Purchases shall be made over the counter, and no purchase order is required. The Procurement Officer may delegate authority to approve purchases less than \$5,000 to

respective Department heads. A purchase order may be requested by the department if required by the vendor or if the department wishes to use the purchase order as a mechanism to encumber funds.

(ii) Purchases of \$5,000 - \$9,999.99 – Open Market.

For purchases of between \$5,000 - \$9,999.99, the authority to award is the Procurement Officer, and said authority may be delegated to department heads. Purchases must be through the informal bid process. All departments must obtain at least three oral or written competitive proposals whenever possible for purchases, unless the Procurement Officer determines that it is not possible to obtain three such proposals. The Procurement Officer may be requested to assist in this process. The department must submit a requisition, which includes the recommended vendor, with all supporting documentation to the Procurement Officer. Supporting documentation will include competitive price quotes obtained, names of vendors contacted, description of the items required, and certificates of insurance as applicable. The Procurement Officer will review the recommendation and supporting documentation and may contact additional sources for quotations. The Procurement Officer may award the purchase to the lowest bidder whose quotation fulfills the intended purpose, quality, and delivery needs of the solicitation, provided that an unencumbered appropriation for that item exists. In lieu of awarding the purchase, the Procurement Officer may reject bids, or may negotiate further to obtain terms more acceptable to the City.

(iii) Purchases of \$10,000 to \$100,000 – Open Market.

For purchases between \$10,000 - \$100,000 the authority to award is the Procurement Officer. Purchases must be made through the informal bid process. All departments must obtain at least three oral or written competitive proposals whenever possible for purchases, unless the Procurement Officer determines that it is not possible to obtain three such proposals. The Procurement Officer may be requested to assist in this process. The department must submit

a requisition, which includes the recommended vendor, with all supporting documentation to the Procurement Officer. Supporting documentation will include competitive price quotes obtained, names of vendors contacted, description of the items required, and certificates of insurance as applicable. The Procurement Officer will review the recommendation and supporting documentation and may contact additional sources for quotations. The Procurement Officer may award the purchase to the lowest bidder whose quotation fulfills the intended purpose, quality, and delivery needs of the solicitation, provided that an unencumbered appropriation for that item exists. In lieu of awarding the purchase, the Procurement Officer may reject bids, or may negotiate further to obtain terms more acceptable to the City.

(iv.) Purchases of More than \$100,000 –Formal Bid.

Purchases that exceed \$100,000 require a Formal Bid Process, and City Council approval. See Section 9.

B. Blanket Purchase Orders.

A blanket purchase order is an agreement whereby the City contracts with a vendor to provide equipment or supplies on an as needed and often over-the-counter basis. Blanket purchase orders provide a mechanism whereby items which are uneconomical to stock may be purchased in a manner that allows field operations timely access to necessary materials. Blanket purchase orders may not be used to purchase capital assets.

1. Review.

The Procurement Officer will request confirmation of blanket purchase orders as needed, before the beginning of the fiscal year. The Procurement Officer will review blanket purchase order requests based upon the following criteria:

- i. Responsiveness and capabilities.
- ii. Average dollar value and type of items to be purchased.
- iii. Frequency of need.

2. Contents.

All blanket purchase orders must include the following information:

- i. A general description of the equipment or supplies that may be charged.
- ii. The period of time the order will remain open, not to exceed one year.
- iii. The maximum total amount that may be charged on the purchase order.
- iv. The maximum amount that may be charged each time the employee implementing a purchase enters the vendor's place of business, or if unspecified, \$250 per visit and \$750 per month.
- v. Items excluded from the purchase, if applicable.
- vi. The phone number of the Purchasing Officer for questions or approval of charges that exceed the limit.
- vii. Identification of the department(s) and employee(s) who may charge against the order.
- viii. Requirement that the employee show City identification.
- ix. Requirement that employees print and sign their names when picking up goods.
- x. City account number(s) to be charged.

Once a Blanket Purchase Order is issued to a vendor, any authorized City employee may contact the vendor directly to place orders per the terms and conditions specified in the Blanket Purchase Order.

Before the beginning of a new fiscal year, the finance department, in coordination with Procurement Officer and other departments, as applicable, will prepare a list of Blanket Purchase Orders in excess of \$10,000 expected for the upcoming fiscal year. Staff will present the list of vendors whom the Blanket Purchase Orders will be issued for to City Council for approval.

#### C. Contract Purchase Orders.

Contract purchase orders are the preferred method of procurement for repetitive-use items that may be common to several departments or within one department. Establishing contract purchase orders provides a means of obtaining volume pricing based upon the combined needs of all departments, reduces the administrative costs associated with seeking redundant competitive bids and processing a contract purchase order each time an order is placed, and allows departments to order as needed, reducing the requirement to maintain large inventories of stock.

If a contract purchase order exists, departments will order all of their requirements from the successful vendor. No other source may be used

without prior approval of the Procurement Officer. Departments must submit, in writing to the Procurement Officer, any performance problem encountered immediately following the occurrence so that corrective action may be taken.

Contract purchase orders are annual and may include option for renewal for specific products, product types, or services at agreed upon prices or pricing structure and for a specified period of time.

D. Cooperative Purchases.

The Procurement Officer may participate in purchases and contracts established by other political jurisdictions, provided the cooperative agreement is established following a competitive bid process. Procedures set forth below shall not apply to purchases of supplies or equipment where competitive bid procedures have already been utilized by the City, another public agency, including, but not limited to, federal, state, and county governments, including state of California agencies, joint powers authorities, special districts, or non-profit agencies whose main purpose is to assist cities or other public entities, including, but not limited to, the California Contract Cities Association and the League of California Cities.

The Procurement Officer may authorize the award of cooperative purchase agreements up to and including \$100,000. City Council approval is required for the award of any cooperative purchase of more than \$100,000.

E. Sole Source Purchases.

Supplies and equipment that can be obtained from only one vendor are exempt from competitive bidding. Sole source purchases may include proprietary items sold directly from the manufacturer, items that have only one distributor authorized to sell in this area or a certain product has been proven to be the only product that has proven to be acceptable. All sole source purchases must be supported by written documentation signed by the appropriate department head and forwarded to the Procurement Officer. Final determination that an item is a valid sole source purchase will be made by the Procurement Officer, or in the event the purchase exceeds \$100,000, the City Council.

F. Urgency Purchases.

1. Applicability.

Urgency purchases may be made without competitive bidding when time is of the essence, and will be made only for the following reasons:

- i. to preserve or protect life, health or property; or

- ii. upon natural disaster; or
- iii. to forestall a shutdown of essential public services.

## 2. Requirements.

Since urgency purchases do not normally provide the City an opportunity to obtain competitive quotations or properly encumber funds committed, sound judgment must be used in keeping such orders to an absolute minimum. In addition, the following requirements apply:

- i. The Procurement Officer must be contacted prior to purchase to make the required exigent circumstances findings. The Procurement Officer's approval may be given verbally, to authorize the urgent transaction.
- ii. A completed purchase requisition must be submitted to the Procurement Officer within two business days, or as soon as the information is available. All purchase requisitions for urgent purchases must be signed by the appropriate department head.
- iii. Documentation explaining the circumstances and nature of the urgency purchase must be submitted by the appropriate department head as follows:
  - (i) Purchases less than \$10,000: Use standard procurement procedures.
  - (ii) Purchases in the amount of \$10,000 - \$100,000: Report to the Procurement Officer by processing requisition within one week.
  - (iii) Purchases of more than \$100,000: 1) Report to Procurement Officer within two working days, and 2) Report to the City Council as soon as possible, ideally at its next scheduled meeting for ratification.
- iv. If the urgency purchase causes any budget line item to exceed the approved budget, it will be the responsibility of the department requesting the purchase to obtain subsequent City Council approval for an additional appropriation or to make a transfer to cover the purchase.

## G. Change Orders.

Purchase orders represent a contract between the City and the vendor. Any substantial change to a purchase order must be documented as a change order. Change orders will be reviewed and approved by the Procurement Officer. Any change order that causes the purchase order to exceed \$10,000 must be reported to the Procurement Officer. Any change order

that results in the purchase order exceeding \$100,000 must be approved by City Council. Urgency changes must comply with Section 8.F. A purchase order may not be increased by more than 10 percent or \$2,500, whichever is less, without a change order, except for taxes, shipping and handling as discussed below. Taxes, shipping and handling may cause the purchase order to exceed the authorized purchase order amount. These items do not require a change order, even if they exceed 10 percent of the original purchase order amount.

## **SECTION 9. INFORMAL AND FORMAL BID PROCESS**

- A. Except as otherwise exempted in the policy, supplies and equipment with an estimated value of \$5,000 to \$100,000 will be purchased following an Informal Bid Process and purchases of more than \$100,000 will be made following a Formal Bid Process.
- B. To initiate the informal/formal bid process, the department making the request must provide specifications for the item to be purchased and documentation showing the existence of an unencumbered appropriation for the item in the current approved budget. The Procurement Officer or requesting department will solicit informal/formal bids as prescribed by the City's Municipal Code and this policy.
- C. Informal bids may be posted on the City's electronic bidding service to prospective bidders a minimum of ten calendar days before the due date, or solicited over the phone or otherwise.
- D. Formal bids shall comply with Section 3.04.040 of the City's Code.
- E. Copies of all bids received by the Procurement Officer will be retained per the City's document retention policy.
- F. Bids will be reviewed for compliance with specifications by the requesting department. All deviations from the specifications must be fully documented by the requesting department and the impact of the deviations on the performance or suitability of the bid item will be detailed. Staff will prepare and forward a recommendation for approval of purchase or denial.
- G. Informal bids will be approved by the City Manager, as set forth in Section 3.04.050 of the City's Code.
- H. Formal bids will be approved by the City Council, as set forth in Section 3.04.040 of the City's Code.



## **SECTION 10. CREDIT CARD USAGE**

Under certain circumstances, the use of a City credit card may be the most appropriate method for certain purchases. The following policies and procedures are established to insure internal control and timely payment of charges.

- A. Treasury Department distributes the City's credit cards on an as-needed basis to department heads. City credit cards will only be available for the conduct of official City business. Use of the City credit card for personal purchases or cash advances is prohibited.
- B. Purchases with a credit card may not exceed \$2,000 without prior written approval of the City Manager.
- C. All receipts must be turned in to Accounts Payable in Finance Department.
- D. Failure to comply with established procedures may result in discontinuance of use of the City credit card by the employee/department, and may subject the employee to disciplinary personnel action, including but not limited to reimbursement.

## **SECTION 11. UNAUTHORIZED PURCHASES**

Except for urgencies, departmental purchases, or other authorized exemptions stated in these policies, no purchase of supplies, equipment, or professional services may be made without an authorized purchase order. Otherwise, such purchases are void and not considered an obligation of the City. Any invoices without an authorized purchase order may be returned to the vendor unpaid. Purchase orders must be issued prior to ordering supplies, equipment, and professional services and not "after the fact" for work already done or materials already ordered.

## **SECTION 12. PROFESSIONAL SERVICES: CONSULTANT SELECTION**

- A. Selection of Consultants for Professional Services:
  - 1. As used in this policy, "professional services" are those services listed in Section 2. The following criteria will be used to determine approval authority for consultants for professional service contracts:
    - Contracts of \$50,000 or less: Procurement Officer approval.
    - Contracts of more than \$50,000: City Council approval.
  - 2. This policy specifically prohibits splitting scope of services to circumvent the limits set forth in Section 12.A.1, above.

3. The appropriate department head, with the approval of the Procurement Officer, will prepare a scope of work consistent with the proposed budget. A Request for Proposal ("RFP"), Request for Qualifications ("RFQ") or other appropriate procurement document ("Procurement Document") process may be used at the discretion of the Procurement Officer. If utilized, the Procurement Document will outline the City's requirements and project description. The Procurement Document will be made available on an electronic procurement website. Procurement activities, including submittal of questions and answers, addendum issuance, and bid submittals will be conducted through the electronic plan room application. The list of solicited firms may be drawn from firms who, in the opinion of the department head, can perform the work. In addition, upon request, department heads will maintain a list of interested bidders who will be included in future solicitations.
  4. In the event a Procurement Document is issued, the initial review of proposals will be conducted by the involved department head(s). They may make a recommendation to the Procurement Officer regarding if consultants should be invited to interviews. Formal interviews will be conducted by the Procurement Officer and applicable department heads, who, where applicable, will make a recommendation to the City Council for final selection.
  5. Qualifications should be the primary factor in the selection of a professional services consultant.
  6. Prior to approval of a contract, the department head must conduct appropriate background and reference checks and ensure that adequate bonding or security, if required, is posted.
  7. Consultants must comply with all regulations and laws dealing with conflict of interest disclosure and reporting. Consultants will not be engaged if a conflict of interest exists.
  8. Approval of "additional scope of work" items must comply with the limits of Section 12.A.1, above.
- B. Selection of Consultants for Professional Services for Continuing Services:
1. Firms providing professional services may be retained on a continuing basis to provide professional services. The department head may recommend to the Procurement Officer that the City contract on a project-by-project or on a retainer basis for additional work/services without going through procurement and selection processes, so long as the cost does not exceed the contract's not-

to-exceed amount. As needed, these arrangements will be reviewed to ensure the City is receiving the best value in their services.

2. As needed, the Procurement Officer will make a written request to each department head to submit to the Procurement Officer a list of consultants currently under contract by their department, setting forth name of firms, type of services, cost of contracts, length of contracts, and date entered into.

### **SECTION 13. SURPLUS PERSONAL PROPERTY**

The Procurement Officer is responsible for the transfer and disposition of surplus City property. "Surplus property" is used generically to describe any City property that is no longer needed or useable by the applicable department. The Procurement Officer has the authority to declare item(s) surplus.

#### **A. Methods of Disposition.**

The Procurement Officer will determine or approve one of the following methods of disposition that is most appropriate and in the best interests of the City.

1. Trade-In.

Property declared as surplus may be offered as a trade-in for credit toward the acquisition of new property. All trade-in offers will be submitted for the review and approval of the Procurement Officer. If surplus property is to be applied to a purchase order, the trade-in value must be itemized on the Purchase Order. The amount charged against the expenditure account will be the value of the purchase before application of the trade-in credit.

2. Return to Manufacturer.

Surplus property may, when possible, may be returned to the manufacturer for buy-back or credit toward the purchase of new property.

3. Disposal.

Surplus property may be offered for sale by the Procurement Officer. All surplus property is for sale "as is" and "where is", with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or usability or the property offered for sale. Appropriate methods of sale are as follows:

- i. Public Auction - Surplus property may be sold at public auction. Public Auctions may be conducted by City staff, or the City may contract with a professional auctioneer including professional auction services.
- ii. Sealed Bids - Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest bidder.
- iii. Selling for Scrap - Surplus property may be sold as scrap if the Procurement Officer deems that the value of the raw material exceeds the value of the property as a whole.
- iv. Negotiated Sale - Surplus property may be sold outright if the Procurement Officer determines that only one known buyer is available or interested in acquiring the property.
- v. Donation to Non-Profit or Public Agency – Surplus property may be donated to a non-profit organization or public agency if the Procurement Officer determines that: (i) the resale value of the item is limited, (ii) the cost of other means of disposal would potentially exceed the recovery value, or (iii) the surplus property may be used by a non-profit or public agency in a manner that would provide a general public benefit.
- vi. No Value Item – Where the Procurement Officer determines that specific supplies or equipment are surplus and of minimal value to the City due to spoilage, obsolescence or other cause or where the Procurement Officer determines that the cost of disposal of such supplies or equipment would exceed the recovery value, the Procurement Officer will dispose of the same in such a manner as he or she deems appropriate and in the best interest of the City.
- vii. Transfers Between Entities – The Procurement Officer may transfer surplus property between different entities at fair market value.

#### B. Proceeds.

Proceeds from the sale or trade-in of surplus property will be returned to the appropriate fund.

*CITY COUNCIL*


ITEM NO. 5.15



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council

**FROM:** Joshua Nelson, City Manager 

**DATE:** October 27, 2022

**SUBJECT:** Consideration of the cancellation of the November 24, 2022 City Council Meeting and the closure of City Hall from December 23, 2022 through January 2, 2023.

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**Background:**

Due to the fact that the November 24, 2022 regularly scheduled City Council Meeting falls on Thanksgiving Day, staff recommends cancelling this meeting.

Staff is also recommending that City Hall closes from December 23, 2022 through January 2, 2023, in observance of the Christmas and New Year holidays. If approved, City Hall would reopen on Tuesday, January 3, 2023.

**Recommendation:**

Staff recommends cancelling the November 24, 2022 regular City Council Meeting and closing City Hall from December 23, 2022 through January 2, 2023.

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JN:lh