CITY COUNCIL
REGULAR MEETING
AGENDA

AUGUST 27, 2026 AT 9:00 AM

MAYOR CORY MOSS
MAYOR PRO TEM MICHAEL GREUBEL
COUNCIL MEMBER STEVE MARCUCCI
COUNCIL MEMBER MARK D. RADECKI
COUNCIL MEMBER NEWELL RUGGLES

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

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Or call in or scan

Phone #: (855) 925-2801 Meeting Code: 6943

Addressing the City Council:

Agenda Items: (In Person Comments) : 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 one-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card or register online with the QR Code which both can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.

In Person Public Comments (Non-Agenda Items): 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 one-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. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card or register online with the QR code which both can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the City Council.

Electronic Comments: Visit https://publicinput.com/cityofindustry Click register, the system will prompt you to create a password then locate desired meeting click register for this meeting. Fill in details such as name, email, phone number, preferred attendance method and request to speak. Click submit. You will receive an email confirmation with meeting details, including the date, time, link, and access instructions.

AMERICANS WITH DISABILITIES ACT:
In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

AGENDAS AND OTHER WRITINGS:
In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. 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. AB 2449 Vote on Emergency Circumstances (if necessary)

4. Roll Call

5. Presentations

6. CONSENT CALENDAR

6.1. Consideration of the Register of Demands for August 27, 2026

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

6.2. Consideration of Amendment No. 1 to the Professional Service Agreement with GHD, INC., extending the term through December 31, 2027, increasing compensation by $90,000, and revising the Scope of Work

RECOMMENDED ACTION: Approve the Amendment.

7. ACTION ITEMS

7.1. Consideration of Amendment No. 2 to the Professional Services Agreement with On Track Solutions, LLC, to provide on-call railroad coordination, extending the term through September 10, 2029, and increasing compensation by $100,000.00

RECOMMENDED ACTION: Approve Amendment No. 2.

8. PUBLIC HEARINGS -NONE

9. CLOSED SESSION

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

10. CITY MANAGER REPORTS

11. AB 1234 REPORTS

12. CITY COUNCIL COMMUNICATIONS

13. PUBLIC COMMENTS

14. Adjournment. The next regular City Council Meeting is Thursday, September 10, 2026, at 9:00 AM.

ITEM NO. 6.1

CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF AUGUST 27, 2026

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
100	GENERAL FUND	6,929,601.03
103	PROP A FUND	3,630.73
107	MEASURE W FUND	50,338.00
120	CAPITAL IMPROVEMENTS	862,340.96
TOTAL ALL FUNDS		7,845,910.72

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUUNT	3,467,670.00
PROP/A	PROP A - CKING ACCOUNT	3,630.73
M/W	MEASURE W - CKING ACCOUNT	50,338.00
WFBK	WELLS FARGO - CKING ACCOUNT	4,324,271.99
TOTAL ALL BANKS		7,845,910.72

APPROVED PER CITY MANAGER **DATE**

8.20.26

CITY OF INDUSTRY
BANK OF AMERICA
August 27, 2026

Check	Date			Payee Name		Check Amount

CITYGEN.CHK - City General

Check	Date			Payee Name		Check Amount
24618	07/23/2026			CITY OF INDUSTRY		$1,500,000.00
	Invoice	Date	Description		Amount	
	7/23/2026A	07/23/2026	TRANSFER FUNDS-CITY REG 7/23/26		$1,500,000.00	
24619	08/12/2026			CITY OF INDUSTRY		$1,967,670.00
	Invoice	Date	Description		Amount	
	8/12/2026	08/12/2026	TRANSFER FUNDS-CITY REG 8/13/26		$1,967,670.00	

Checks	Status	Count	Transaction Amount
	Total	**2**	**$3,467,670.00**

CITY OF INDUSTRY
PROP A
August 27, 2026

Check	Date			Payee Name		Check Amount

PROPA.CHK - Prop A Checking

Check	Date			Payee Name		Check Amount
90805	08/27/2026			**INDUSTRY SECURITY SERVICES**		$2,923.20
	Invoice	Date	Description		Amount	
	SG-ML-2102	08/07/2026	SECURITY SVC-METROLINK		$2,923.20	
90806	08/27/2026			**SO CAL INDUSTRIES**		$103.03
	Invoice	Date	Description		Amount	
	812634	08/04/2026	RR RENTAL-METROLINK		$103.03	
90807	08/27/2026			**VALLEY VISTA SERVICES, INC**		$604.50
	Invoice	Date	Description		Amount	
	4226033	08/01/2026	DISP SVC-METROLINK		$604.50	

Checks	Status	Count	Transaction Amount
	Total	**3**	**$3,630.73**

CITY OF INDUSTRY
MEASURE W
August 27, 2026

Check	Date			Payee Name	Check Amount

MEASUREW.WF.CHK - Measure W Wells Fargo Checking

Check	Date			Payee Name	Check Amount
300221	08/27/2026			**ANNEALTA GROUP**	$42,354.00
	Invoice	Date	Description	Amount	
	497-3848	08/12/2026	STORMWATER COMPLIANCE-JUL 2026	$42,354.00	
300222	08/27/2026			**CIVILTEC ENGINEERING, INC**	$7,984.00
	Invoice	Date	Description	Amount	
	54729	02/10/2026	FOUR GRADE SEPARATION PUMP STATIONS	$7,984.00	

Checks	Status	Count	Transaction Amount
	Total	**2**	**$50,338.00**

CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFERS
August 27, 2026

Check	Date			Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Date			Payee Name	Check Amount
WT10115	08/13/2026			**INDUSTRY PROPERTY & HOUSING AU**	$37,700.00
	Invoice	Date	Description	Amount	
	8/13/2026	08/13/2026	TRANSFER FUNDS-IPHMA REG 8/12/26	$37,700.00	
WT10116	08/13/2026			**CIVIC RECREATIONAL INDUSTRIAL AU**	$229,970.00
	Invoice	Date	Description	Amount	
	8/13/2026	08/13/2026	TRANSFER FUNDS-CRIA REG 8/12/26	$229,970.00	
WT10117	08/14/2026			**FAIRMONT PACIFIC RIM**	$13,672.98
	Invoice	Date	Description	Amount	
	8/14/2026	08/14/2026	TRANSFER FUNDS FOR HOTEL-IBC RETREAT 9/9-9/13/	$13,672.98	

Checks	Status	Count	Transaction Amount
	Total	**3**	**$281,342.98**

CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS
August 27, 2026

Check	Date			Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

86511	01/07/2026		08/18/2026	**TICKIOT INC**	($20.87)
	Invoice	Date	Description	Amount	
			VOIDED-CK NEVER RECEIVED		
	IN149-2716	01/02/2026	1/1-1/31/26 UTILITY SVC	($20.87)	

Checks	Status	Count	Transaction Amount
	Total	**1**	**($20.87)**

CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2026

Check	Date			Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Date			Payee Name	Check Amount
87887	08/12/2026			SAN GABRIEL VALLEY WATER CO.	$14,712.83

Invoice	Date	Description	Amount
2027-00000216	07/28/2026	6/24-7/27/26 SVC-CROSSROADS PKWY S	$1,489.87
2027-00000217	07/28/2026	6/24-7/27/26 SVC-STA 103-80 CROSSROADS PKWY S	$304.96
2027-00000218	07/28/2026	6/24-7/27/26 SVC-CROSSROADS PKWY S	$1,926.82
2027-00000219	07/28/2026	6/24-7/27/26 SVC-CROSSROADS PKWY N	$3,749.44
2027-00000220	07/28/2026	6/24-7/27/26 SVC-STA 129-00 CROSSROADS PKWY N	$2,185.08
2027-00000221	07/28/2026	6/24-7/27/26 SVC-STA 111-50 CROSSROADS PKWY N	$494.72
2027-00000222	07/28/2026	6/24-7/27/26 SVC-PELLISSIER	$811.40
2027-00000223	07/28/2026	6/24-7/27/26 SVC-PELLISSIER	$316.42
2027-00000224	07/28/2026	6/24-7/27/26 SVC-PECK/UNION PACIFIC B	$569.90
2027-00000225	07/28/2026	6/24-7/27/26 SVC-S/E COR OF PELLISSIER	$2,461.58
2027-00000226	07/28/2026	6/24-7/27/26 SVC-PELLISSIER	$402.64

Check	Date	Payee Name	Check Amount
87888	08/12/2026	SOCALGAS	$30.25

Invoice	Date	Description	Amount
2027-00000214	08/03/2026	6/30-7/30/26 SVC-1015 NOGALES ST	$15.46
2027-00000215	08/03/2026	6/30-7/30/25 SVC-710 NOGALES ST	$14.79

Check	Date	Payee Name	Check Amount
87889	08/12/2026	SOUTHERN CALIFORNIA EDISON	$1,459.20

Invoice	Date	Description	Amount
2027-00000213	07/29/2026	6/29-7/28/26 SVC-15530 STAFFORD ST	$1,459.20

Check	Date	Payee Name	Check Amount
87890	08/12/2026	VERIZON WIRELESS - LA	$2,306.27

Invoice	Date	Description	Amount
6149610393	07/26/2026	6/27-7/26/26 SVC-VARIOUS WIRELESS SVC	$2,306.27

Check	Date	Payee Name	Check Amount
87891	08/13/2026	DIRECTV - FOR BUSINESS	$130.00

Invoice	Date	Description	Amount

CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2026

Check	Date			Payee Name		Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Date / Invoice	Date	Description	Payee Name	Amount	Check Amount
	034740128X260731	07/31/2026	RSN/TV ACCESS FEES		$130.00	
87892	08/13/2026			**FEDERAL EXPRESS CORP.**		$108.40
	Invoice	Date	Description		Amount	
	9-413-04467	08/07/2026	MESSENGER SVC		$108.40	
87893	08/13/2026			**GRAND CENTRAL RECYCLING & TRAI**		$508.19
	Invoice	Date	Description		Amount	
	4243048	07/06/2026	SOLID WASTE-CITY HALL		$508.19	
87894	08/13/2026			**QUADIENT FINANCE USA, INC.**		$500.00
	Invoice	Date	Description		Amount	
	7/29/2026	07/29/2026	POSTAGE REFILL-FINANCE DEPT		$500.00	
87895	08/18/2026			**BCN TELECOM, INC.**		$214.70
	Invoice	Date	Description		Amount	
	6525428	08/15/2026	PHONE LINE FOR ELEVATOR-CITY HALL		$214.70	
87896	08/18/2026			**FIDELITY SECURITY LIFE INSURANCE**		$1,262.06
	Invoice	Date	Description		Amount	
	167461584	08/01/2026	VISION PREMIUM FOR AUGUST 2026		$1,262.06	
87897	08/18/2026			**L A COUNTY TAX COLLECTOR**		$194.13
	Invoice	Date	Description		Amount	
	8120 027 272 25	07/01/2026	PROP TAX FY 25/26-WORKMAN MILL/CROSSROADS PK		$194.13	
87898	08/19/2026			**AT & T**		$8.65
	Invoice	Date	Description		Amount	
	2027-00000273	08/01/2026	8/1-8/31/26 SVC-CITY WHITE PGS LISTING		$8.65	

CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2026

Check	Date			Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Date / Invoice	Date	Description	Amount	Check Amount
87899	08/19/2026		**AT & T**		$671.53
	Invoice	Date	Description	Amount	
	8103658114	07/29/2026	7/29-8/28/26 SVC-METROLINK T1 CIRCUIT	$671.53	
87900	08/19/2026		**FRONTIER**		$4,528.82
	Invoice	Date	Description	Amount	
	2027-00000258	08/03/2026	8/3-9/2/26 SVC-600 S BREA CYN RD METRO	$746.83	
	2027-00000259	08/01/2026	8/1-8/31/26 SVC-VARIOUS SITES	$2,670.30	
	2027-00000260	08/02/2026	8/2-9/1/26 SVC-1015 NOGALES ST	$105.88	
	2027-00000261	08/02/2026	8/2-9/1/26 SVC-YAL INTERN ACCESS	$84.49	
	2027-00000262	08/02/2026	8/2-9/1/26 SVC-IH GOLF COURSE FUEL PUMP	$174.49	
	2027-00000263	08/02/2026	8/2-9/1/26 SVC-15415 DON JULIAN RD	$746.83	
87901	08/19/2026		**ROWLAND WATER DISTRICT**		$2,157.60
	Invoice	Date	Description	Amount	
	2027-00000285	08/05/2026	6/21-7/20/26 SVC-AZUSA AVE - RC	$175.01	
	2027-00000286	08/05/2026	6/21-7/20/26 SVC-755 NOGALES AT - RC	$297.00	
	2027-00000287	08/05/2026	6/21-7/20/26 SVC-909 U NOGALES ST - IRR	$107.69	
	2027-00000288	08/05/2026	6/21-7/20/26 SVC-1100 S AZUSA AVE	$623.35	
	2027-00000289	08/05/2026	6/21-7/20/26 SVC-1123 HATCHER ST STE D	$149.00	
	2027-00000290	08/05/2026	6/21-7/20/26 SVC-1135 HATCHER AVE	$139.82	
	2027-00000291	08/05/2026	6/21-7/20/26 SVC-1123 HATCHER ST STE C	$231.62	
	2027-00000292	08/05/2026	6/21-7/20/26 SVC-1015 NOGALES ST - PUMP HOUSE	$326.42	
	2027-00000293	08/05/2026	6/21-7/20/26 SVC-1023 NOGALES ST - IRR	$107.69	
87902	08/19/2026		**SOCALGAS**		$150.82
	Invoice	Date	Description	Amount	
	2027-00000269	08/10/2026	7/7-8/6/26 SVC-15625 MAYOR DAVE WAY APT B	$63.82	

CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2026

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	2027-00000270	08/10/2026	7/7-8/6/26 SVC-15625 MAYOR DAVE WAY APT A	$16.92	
	2027-00000271	08/10/2026	7/7-8/6/26 SVC-15633 RAUSCH RD	$16.92	
	2027-00000272	08/10/2026	7/7-8/6/26 SVC-15651 MAYOR DAVE WAY	$53.16	
87903	08/19/2026		**SOUTHERN CALIFORNIA EDISON**		$72,131.73
	Invoice	Date	Description	Amount	
	2027-00000233	08/06/2026	7/8-8/5/26 SVC-1123 HATCHER AVE STE A	$744.84	
	2027-00000234	08/05/2026	6/17-7/16/26 SVC-VARIOUS SITES	$3,127.67	
	2027-00000235	08/05/2026	7/1-7/31/26 SVC-600 S BREA CYN-METROLINK	$78.37	
	2027-00000236	08/04/2026	7/6-8/3/26 SVC-15660 STAFFORD ST	$4,900.21	
	2027-00000237	08/04/2026	7/6-8/3/26 SVC-15625 MAYOR DAVE WAY	$5,936.83	
	2027-00000238	08/04/2026	7/6-8/3/26 SVC-15625 MAYOR DAVE WAY	$6,462.22	
	2027-00000239	08/04/2026	7/6-8/3/26 SVC-15651 STAFFORD ST-SOLAR PANELS IB	$3,178.05	
	2027-00000240	08/03/2026	7/1-7/31/26 SVC-600 S BREA CYN	$388.14	
	2027-00000241	08/03/2026	7/1-7/31/26 SVC-600 S BREA CYN A-METROLINK	$21.89	
	2027-00000242	08/03/2026	7/1-7/31/26 SVC-VARIOUS SITES	$26,991.52	
	2027-00000243	08/03/2026	7/1-7/31/26 SVC-VARIOUS SITES	$206.15	
	2027-00000244	08/03/2026	7/1-7/31/26 SVC-NOGALES ST/SAN JOSE AVE	$197.17	
	2027-00000245	08/03/2026	7/1-7/31/26 SVC-1 VALLEY/AZUSA	$28.56	
	2027-00000246	08/03/2026	7/1-7/31/26 SVC-133 N AZUSA AVE	$126.98	
	2027-00000247	08/03/2026	7/1-7/31/26 SVC-VARIOUS SITES	$9,170.99	
	2027-00000248	08/03/2026	7/1-7/31/26 SVC-VARIOUS SITES	$10,572.14	
87904	08/19/2026		**SUBURBAN WATER SYSTEMS**		$678.21
	Invoice	Date	Description	Amount	
	180023628177	07/30/2026	7/1-7/30/26 SVC-NE CNR VALLEY/STIMS	$678.21	
87905	08/19/2026		**T-MOBILE**		$3.66
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2026

Check	Date			Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

	Invoice	Date	Description	Amount	
	983372277-49	08/11/2026	7/1-7/3/26 SVC-YAL & TONNER CYN HOT SPOT	$3.66	
87906	08/19/2026		**TICKIOT INC**		$20.87
	Invoice	Date	Description	Amount	
	IN149-2716	01/02/2026	1/1-1/31/26 UTILITY SVC	$20.87	
87907	08/27/2026		**100% AUTO CARE & DETAILED**		$940.00
	Invoice	Date	Description	Amount	
	186	07/27/2026	CAR WASH SVC-CITY VEHICLES	$525.00	
	185	07/13/2026	CAR WASH SVC-CITY VEHICLES	$415.00	
87908	08/27/2026		**ACTUM-E, LLC**		$36,992.71
	Invoice	Date	Description	Amount	
	202607-0035	07/31/2026	MEDIA/SPECIAL EVENTS CONSULTING/REIMBURSABL	$30,555.21	
	202608-0014	08/10/2026	GOVERNMENT AFFAIRS FOR INDUSTRIAL CITIES ALLI	$6,437.50	
87909	08/27/2026		**ANDRUES/PODBERESKY, APLC**		$42,242.01
	Invoice	Date	Description	Amount	
	04029	08/03/2026	LEGAL SVC-JUL 2026	$42,242.01	
87910	08/27/2026		**ANNEALTA GROUP**		$94,897.00
	Invoice	Date	Description	Amount	
	497-3850	08/12/2026	3228 GILMAN RD	$3,211.00	
	497-3851	08/12/2026	184 S 6TH ST	$3,074.00	
	497-3852	08/12/2026	16207, 16233 & 16253 GALE AVE	$8,226.50	
	497-3853	08/12/2026	17851 COLIMA RD UNIT B	$358.00	
	497-3854	08/12/2026	722 PARRIOTT PL	$1,537.00	
	497-3855	08/12/2026	1600 AZUSA AVE	$358.00	
	497-3856	08/12/2026	17871 CASTLETON ST	$179.00	

CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2026

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	497-3857	08/12/2026	720 SEVENTH AVE	$358.00	
	497-3847	08/12/2026	GENERAL DEV SVC-JUL 2026	$39,068.00	
	497-3849	08/12/2026	GENERAL PLANNING SVC-JUL 2026	$38,527.50	
87911	08/27/2026			**ARCON STRUCTURAL ENGINEERS, IN**	$4,065.00
	Invoice	Date	Description	Amount	
	9389	06/09/2026	ENG SVC-COLIMA RD & AZUSA AVE	$4,065.00	
87912	08/27/2026			**ASPLUNDH CONSTRUCTION LLC**	$249,656.96
	Invoice	Date	Description	Amount	
	#3CITY-1534	08/01/2026	STREETLIGHT IMPROVE @ PROCTOR AVE	$262,796.82	
87913	08/27/2026			**BAKERS MAN PRODUCTIONS, LLC**	$2,066.21
	Invoice	Date	Description	Amount	
	408902	08/06/2026	ON SITE MEETING MGMT FOR SB70-AUG 2026	$2,066.21	
87914	08/27/2026			**BEE REMOVERS**	$155.00
	Invoice	Date	Description	Amount	
	604356	07/10/2026	REMOVE BEE COLONY-HACIENDA/NELSON	$155.00	
87915	08/27/2026			**BLAKE AIR CONDITIONING COMPANY**	$596.35
	Invoice	Date	Description	Amount	
	71043	08/11/2026	URGENT REPAIR TO HVAC-15710 RAUSCH RD	$385.25	
	71073	08/12/2026	INSPECT HVAC-CITY HALL	$211.10	
87916	08/27/2026			**CASC ENGINEERING AND CONSULTIN**	$1,140.00
	Invoice	Date	Description	Amount	
	0055427	07/31/2026	CEQA FOR 720 S SEVENTH AVE	$540.00	
	0055426	07/31/2026	IS/MND FOR 184 S 6TH ST	$600.00	

CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2026

Check	Date			Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Date			Payee Name / Amount	Check Amount
87917	08/27/2026			**CASSO & SPARKS, LLP**	$207,916.77
	Invoice	Date	Description	Amount	
	21251	08/18/2026	COI-LEGAL FEES FOR JUL 2026	$194,202.27	
	21251-A	08/18/2026	LEGAL FEES-17871 CASTLETON ST	$13,714.50	
87918	08/27/2026			**CINTAS CORPORATION LOC 693**	$168.32
	Invoice	Date	Description	Amount	
	4278539532	08/10/2026	DOOR MATS	$84.16	
	4279241242	08/17/2026	DOOR MATS	$84.16	
87919	08/27/2026			**CITY OF INDUSTRY**	$116.66
	Invoice	Date	Description	Amount	
	2027-00000003	07/31/2026	IH FUELS PUMP-CITY HALL VEHICLES	$116.66	
87920	08/27/2026			**CITY OF INDUSTRY-PAYROLL ACCT**	$200,000.00
	Invoice	Date	Description	Amount	
	PR P/E 8/14/26	08/19/2026	REPLENISH PAYROLL P/E 8/14/26	$200,000.00	
87921	08/27/2026			**CIVICPLUS, LLC**	$19,648.16
	Invoice	Date	Description	Amount	
	380163	09/12/2026	SSL RENEWAL	$98.12	
	380164	09/12/2026	SSL RENEWAL CERTIFICATE	$89.00	
	378984	09/25/2026	ANNUAL AGENDA MGMT SOFTWARE FY 26/27	$8,599.50	
	380159	09/12/2026	ANNUAL WEBSITE HOST	$10,861.54	
87922	08/27/2026			**CNC ENGINEERING**	$337,535.00
	Invoice	Date	Description	Amount	
	515882	08/13/2026	SOLAR INSTALLATION AT CITY HALL	$2,070.00	

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515883	08/13/2026	EL ENCANTO ROOF REFURB	$535.00
515884	08/13/2026	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	$145.00
515885	08/13/2026	KELLA AVE STORM DRAIN	$25,416.25
515886	08/13/2026	GALE AVE REALIGNMENT	$16,340.00
515887	08/13/2026	PRELIMINARY DESIGN OF EW BICYCLE PATH	$9,195.00
515888	08/13/2026	PRELIMINARY DESIGN OF EW BICYCLE PATH	$1,650.00
515889	08/13/2026	GENERAL ENG SVC 7/20-8/9/26	$78,898.75
515890	08/13/2026	GENERAL ENG SVC-BACKFLOW DEVICE MAINT	$850.00
515891	08/13/2026	GENERAL ENG SVC 7/20-8/9/26	$1,490.00
515892	08/13/2026	GENERAL ENG SVC-STREETLIGHT KNOCKDOWNS	$2,447.50
515893	08/13/2026	GENERAL ENG SVC-STREETLIGHT KNOCKDOWNS	$1,185.00
515894	08/13/2026	GENERAL ENG SVC-STREET LIGHT IMPROVE AT PRO(	$435.00
515895	08/13/2026	GENERAL ENG SVC-FIELD OPERATIONS SERVICES	$29,913.75
515896	08/13/2026	GENERAL ENG SVC-STREET INSPECTIONS	$14,432.50
515897	08/13/2026	GENERAL ENG SVC-COUNTER SERVICE	$22,915.00
515898	08/13/2026	GENERAL ENG SVC-TRAFFIC	$3,815.00
515899	08/13/2026	GENERAL ENG SVC-PERMITS	$29,750.00
515900	08/13/2026	GENERAL ENG SVC-PLAN CHECKING	$6,002.50
515901	08/13/2026	NPDES STORM WATER	$975.00
515902	08/13/2026	SEWER MANAGEMENT SYSTEM	$2,050.00
515903	08/13/2026	GENERAL ENG SVC-DEC PLANS AT THE IBC	$6,105.00
515904	08/13/2026	GENERAL ENG SVC-15940-16012 AMAR/15940-16065 KA	$3,235.00
515905	08/13/2026	GENERAL ENG SVC-200 OLD RANCH RD	$395.00
515906	08/13/2026	GENERAL ENG SVC-16425 GALE AVE	$1,320.00
515907	08/13/2026	GENERAL ENG SVC-16207,16233, & 16253 GALE AVE	$2,070.00
515908	08/13/2026	TONNER CYN PROPERTY	$4,225.00
515909	08/13/2026	REPLACEMENT OF STEEL WATERLINE-BREA CREEK	$860.00
515910	08/13/2026	COLIMA RD WIDENING	$6,877.50
515911	08/13/2026	NELSON AVE RESURFACING	$16,440.00

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	515912	08/13/2026	CIVIC CENTER PLANNING AND IMPROVEMENTS	$12,305.00
	515913	08/13/2026	CIVIC CENTER PLANNING AND IMPROVEMENTS	$1,050.00
	515914	08/13/2026	CITY ADMINSITRATIVE OFFICES	$4,560.00
	515915	08/13/2026	INDUSTRY BUSINESS COUNCIL CHAMBERS	$1,445.00
	515916	08/13/2026	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	$525.00
	515917	08/13/2026	ELECTRIC VEHICLE CHARGING STATIONS-CITY HALL	$10,607.50
	515918	08/13/2026	HOMESTEAD MUSEUM IMPROVEMENTS	$510.00
	515919	08/13/2026	HOMESTEAD MUSEUM IRRIGATION RETROFIT TO REC	$3,350.00
	515920	08/13/2026	SIGNING & STRIPING IMPROVEMENTS	$1,600.00
	515922	08/13/2026	EL ENCANTO IMPROVEMENTS AND MAINT	$7,878.75
	515923	08/13/2026	EL ENCANTO HVAC PRESERVATION (MAINT)	$1,665.00

87923	08/27/2026		**CNC ENGINEERING**		$257,691.25
	Invoice	Date	Description	Amount	
	515921	08/13/2026	METROLINK-MAINT OF PARKING LOT	$1,992.50	
	515924	08/13/2026	SAN JOSE AVE RECONSTRUCTION	$3,195.00	
	515925	08/13/2026	PACIFIC PALMS LAUNDRY BUILDING SETTLEMENT ISS	$930.00	
	515926	08/13/2026	INDUSTRY HILLS FUEL TANKS DISPENSING	$1,937.50	
	515927	08/13/2026	605 FWY AND VALLEY BLVD INTERCHANGE	$145.00	
	515928	08/13/2026	HIGHWAY BRIDGE PROGRAM FUNDING	$665.00	
	515929	08/13/2026	NELSON AVE OVER PUENTE CREEK	$7,667.50	
	515930	08/13/2026	BRIDGE WIDENING-ANAHEIM PUENTE RD BRIDGE	$7,290.00	
	515931	08/13/2026	HIGHWAY BRIDGE AZUSA AVE OVER VALLEY BLVD RE	$145.00	
	515932	08/13/2026	FISCAL YEAR BUDGET	$3,972.50	
	515933	08/13/2026	BIXBY DR PCC PAVEMENT	$4,915.00	
	515934	08/13/2026	PROPERTY AT 23400-23600, 23800 EAST FORK ROAD	$3,335.00	
	515935	08/13/2026	FOLLOW'S CAMP PROJECT	$300.00	
	515936	08/13/2026	CROSSROADS PKY NORTH & SOUTH IMPROVEMENTS	$13,110.00	
	515937	08/13/2026	MAINT OF 1123 HATCHER AVE	$205.00	

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515938	08/13/2026	2024 CITYWIDE SPEED SURVEY	$705.00
515939	08/13/2026	CARTEGRAPH MGMT	$53,748.75
515940	08/13/2026	GRAND AVE SLOPE RECONSTRUCTION-FERRERO TO	$2,610.00
515941	08/13/2026	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	$255.00
515942	08/13/2026	ADA COMPLIANCE ON PUBLIC RIGHT OF WAY	$480.00
515943	08/13/2026	ADA COMPLIANCE FOR FACILITIES	$8,040.00
515944	08/13/2026	LA 28 OLYMPIC GAMES PROJECT DEVELOPMENT	$1,020.00
515945	08/13/2026	MOUNTAIN BIKING TRAIL AT INDUSTRY HILLS	$13,130.00
515946	08/13/2026	DEL VALLE AND HILL STREET UNDERGROUND OF SCI	$5,647.50
515947	08/13/2026	2022-2023 ANNUAL PAVEMENT REHABILITATION	$10,055.00
515948	08/13/2026	INTELLIGENT TRANSPORATION SYSTEM	$822.50
515949	08/13/2026	CITYWIDE LICENSE PLATE CAMERA READER	$290.00
515950	08/13/2026	RAILROAD STREET PAVEMENT REHABILITATION	$28,912.50
515951	08/13/2026	MUSEUM-HEALTH CAMPUS MASTER SITE PLANNING	$14,485.00
515952	08/13/2026	CITYWIDE SIGNANGE UPDATE	$10,215.00
515953	08/13/2026	2024-2025 ANNUAL PAVEMENT REHABILITATION	$9,045.00
515954	08/13/2026	2024-2025 ANNUAL SLURRY SEAL	$11,252.50
515955	08/13/2026	STREET LIGHT BANNER INSTALLATION	$3,917.50
515956	08/13/2026	NINTH AVENUE SEWER LINE IMPROVEMENTS	$2,470.00
515957	08/13/2026	STONER CREEK RD IMPROVEMENTS	$16,740.00
515958	08/13/2026	GRANT AND FUNDING PROGRAM OPPORTUNITIES	$2,100.00
515959	08/13/2026	SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT F	$150.00
515960	08/13/2026	CITY OF INDUSTRY PAVEMENT MANAGEMENT SYSTEI	$235.00
515961	08/13/2026	GRAND AVE BRIDGE WIDENING AT SAN JOSE CREEK	$11,245.00
515962	08/13/2026	NOGALES GRADE SEPARATION	$315.00

87924	08/27/2026		**CORELOGIC INFORMATION SOLUTION**	$218.55
	Invoice	Date	Description	Amount
	30892569	07/31/2026	PROPERTY DATA-JUL 2026	$218.55

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87925	08/27/2026			**DAPEER, ROSENBLIT, AND LITVAK, LL**	$2,969.27
	Invoice	Date	Description	Amount	
	118	07/31/2026	GENERAL CODE ENFORCEMENT-JUL 2026	$2,969.27	
87926	08/27/2026			**DELL MARKETING LP**	$1,393.36
	Invoice	Date	Description	Amount	
	10886798694	08/05/2026	PURCHASE DESKTOP-FINANCE	$1,393.36	
87927	08/27/2026			**DUTHIE POWER SERVICES**	$2,048.00
	Invoice	Date	Description	Amount	
	S159231	08/03/2026	LOAD BANK TEST FOR GENERATOR-EL ENCANTO	$2,048.00	
87928	08/27/2026			**ENTERPRISE MAPS LLC**	$5,507.25
	Invoice	Date	Description	Amount	
	1090	08/11/2026	AMAZON WEB SERVICES	$5,507.25	
87929	08/27/2026			**FIRST AMERICAN DATA TREE, LLC**	$200.00
	Invoice	Date	Description	Amount	
	20088320726	07/31/2026	PROPERTY DATA-JUL 2026	$200.00	
87930	08/27/2026			**FRAZER, LLP**	$46,778.50
	Invoice	Date	Description	Amount	
	199869	07/31/2026	COI-PROF SVC FOR JUL 2026	$46,778.50	
87931	08/27/2026			**FUEL PROS, INC.**	$4,515.50
	Invoice	Date	Description	Amount	
	82248	07/13/2026	REPAIR VACUUM SENSOR-IH FUEL PUMPS	$4,515.50	

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87932	08/27/2026			**FULLERTON ELECTRIC**	$555.00
	Invoice	Date	Description	Amount	
	39006	08/03/2026	VARIOUS ELECTRIC MAINT-EL ENCANTO	$555.00	
87933	08/27/2026			**GENERAL CODE, LLC**	$1,590.00
	Invoice	Date	Description	Amount	
	PG000048214	08/06/2026	SUPPLEMENT SVC FOR ORDINANCES	$1,590.00	
87934	08/27/2026			**GHD INC.**	$499.50
	Invoice	Date	Description	Amount	
	380-0096249	08/11/2026	FEASIBILITY STUDY-VARIOUS CITY SITES	$499.50	
87935	08/27/2026			**GREAT SCOTT TREE CARE**	$119,143.19
	Invoice	Date	Description	Amount	
	59993	05/12/2026	CITYWIDE TREE MAINT SVC	$379.00	
	59994	05/15/2026	CITYWIDE TREE MAINT SVC	$869.00	
	59992	05/12/2026	CITYWIDE TREE MAINT SVC	$869.00	
	59991	05/12/2026	CITYWIDE TREE MAINT SVC	$1,745.00	
	59990	05/11/2026	CITYWIDE TREE MAINT SVC	$16,397.19	
	60270	06/15/2026	CITYWIDE TREE MAINT SVC	$91,147.00	
	59451	03/31/2026	CITYWIDE TREE MAINT SVC	$7,737.00	
87936	08/27/2026			**HADDICK'S TOWING, INC.**	$2,142.00
	Invoice	Date	Description	Amount	
	3784	08/10/2026	TOWING SVC-ILLEGAL DUMPSTER	$2,142.00	
87937	08/27/2026			**HISTORICAL RESOURCES, INC.**	$61,435.35
	Invoice	Date	Description	Amount	
	COI2027-1.3	08/12/2026	REIMBURSE FOR MUSEUM ARTIFACT PURCHASE	$281.77	

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	CO12027-01	08/13/2026	ADMIN & MGMT SVC-HOMESTEAD	$59,130.00	
	CO12027-1.2	08/13/2026	EXPENSE REIMBURSEMENT-JUL 2026	$2,023.58	
87938	08/27/2026			**HOUSTON ENGINEERING, INC.**	$2,000.00
	Invoice	Date	Description	Amount	
	83191	07/31/2026	MS4 FRONT SUBSCRIPTION FY 26/27	$2,000.00	
87939	08/27/2026			**INDUSTRY BUSINESS COUNCIL**	$147,405.09
	Invoice	Date	Description	Amount	
	JUNE 2026	08/11/2026	EXPENSE REIMBURSEMENT-JUN 2026	$147,405.09	
87940	08/27/2026			**INDUSTRY SECURITY SERVICES**	$35,760.20
	Invoice	Date	Description	Amount	
	SG-COI#2-2103	08/07/2026	SECURITY SVC-VARIOUS CITY SITES	$24,189.48	
	SG-COI#1-2102	08/07/2026	SECURITY SVC 7/31-8/6/26	$11,570.72	
87941	08/27/2026			**IPRO MEDIA, INC.**	$870.20
	Invoice	Date	Description	Amount	
	00107459	08/01/2026	EMERGENCY NOTIFICATION SYSTEM-AUG 2026	$870.20	
87942	08/27/2026			**KANA SUBSURFACE ENGINEERING**	$71,098.00
	Invoice	Date	Description	Amount	
	10871	05/31/2026	CONSULTANT SVC-RAILROAD ST	$71,098.00	
87943	08/27/2026			**KLINE'S PLUMBING, INC.**	$345.00
	Invoice	Date	Description	Amount	
	14994	08/12/2026	CLEAN SUMP PUMP IN KITCHEN SINK-CITY HALL	$345.00	
87944	08/27/2026			**L A COUNTY SHERIFF'S DEPARTMENT**	$1,230,535.71

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270123AY	08/17/2026	SHERIFF CONTRACT-JUL 2026	$1,230,535.71

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87945	08/27/2026	**LILYPAD EV LLC**	$8,464.00

Invoice	Date	Description	Amount
3407962	01/21/2026	EV CHARGERS MGMT & SVCS	$8,464.00

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87946	08/27/2026	**LOS ANGELES COUNTY PUBLIC WORI**	$3,105.00

Invoice	Date	Description	Amount
PW-26030905117	03/09/2026	REPAIR SLOPE AT HACIENDA BLVD BRIDGE	$3,105.00

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87947	08/27/2026	**MORTISE & TENON BUILDING CORP**	$350.00

Invoice	Date	Description	Amount
585	08/05/2026	URGENT REPAIR TO GATE-EL ENCANTO	$350.00

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87948	08/27/2026	**ODP BUSINESS SOLUTIONS, LLC**	$243.06

Invoice	Date	Description	Amount
44019986	07/27/2026	OFFICE SUPPLIES	$243.06

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87949	08/27/2026	**OLMOS PROFESSIONAL SERVICES**	$8,782.00

Invoice	Date	Description	Amount
578	07/31/2026	JANITORIAL SVC-YAL	$1,815.00
577	07/31/2026	JANITORIAL SVC-IBC	$1,467.00
576	07/31/2026	JANITORIAL SVC-CITY HALL	$5,500.00

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87950	08/27/2026	**PARENTS OF MURDERED CHILDREN -**	$1,000.00

Invoice	Date	Description	Amount
8/5/2026	08/05/2026	SPONSORSHIP-INAUGURAL FUNDRAISER & NATIONAI	$1,000.00

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87951	08/27/2026			**PLACEWORKS**	$15,521.25
	Invoice	Date	Description	Amount	
	IND-22.15-20	07/31/2026	CEQA FOR 17871 CASTLETON ST	$2,046.25	
	IND-22.14-21	07/31/2026	PROPOSED BATTERY STORAGE FACILITY	$1,300.00	
	IND-22.16-21	07/31/2026	CEQA FOR 1600 AZUSA AVE	$12,175.00	
87952	08/27/2026			**POST ALARM SYSTEMS**	$377.87
	Invoice	Date	Description	Amount	
	1964097	08/01/2026	MONITORING SVC-HOMESTEAD	$377.87	
87953	08/27/2026			**PRICE, POSTEL & PARMA, LLP**	$1,912.50
	Invoice	Date	Description	Amount	
	232837	08/12/2026	LEGAL SVC-JUL 2026	$1,912.50	
87954	08/27/2026			**PRINCE GLOBAL SOLUTIONS, LLC**	$6,255.00
	Invoice	Date	Description	Amount	
	89	08/10/2026	FEDERAL ADVOCACY-JUL 2026	$6,255.00	
87955	08/27/2026			**PROGRESSIVE TRAIL DESIGN, LLC**	$69,811.44
	Invoice	Date	Description	Amount	
	1773	07/13/2026	MOUNTAIN BIKE TRAIL DESIGN-PHASE IIIA	$69,811.44	
87956	08/27/2026			**PUENTE HILLS FORD**	$36.83
	Invoice	Date	Description	Amount	
	672691	08/14/2026	WINDSHIELD WIPERS FOR BLACK EXPLORER	$36.83	
87957	08/27/2026			**RICOH USA, INC.**	$320.68
	Invoice	Date	Description	Amount	
	598149167	08/07/2026	COPIER LEASE-HOMESTEAD	$320.68	

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87958	08/27/2026			**ROBINSON'S FLOWERS**	$115.76
	Invoice	Date	Description	Amount	
	3962	08/01/2026	FLOWERS AND DELIVERY	$115.76	
87959	08/27/2026			**ROWLAND WATER DISTRICT**	$2,564.64
	Invoice	Date	Description	Amount	
	I-05312026-C	05/31/2026	NOGALES DEWATERING BOOSTER STN	$2,564.64	
87960	08/27/2026			**SAN GABRIEL VALLEY ECONOMIC PA**	$25,000.00
	Invoice	Date	Description	Amount	
	8711	10/01/2026	MEMBERSHIP RENEWAL 10/1/26-9/30/27	$25,000.00	
87961	08/27/2026			**SATSUMA LANDSCAPE & MAINT.**	$177,474.82
	Invoice	Date	Description	Amount	
	0826CH	08/01/2026	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	$53,223.42	
	0826TA	08/01/2026	LANDSCAPE SVC-TEMPLE & AZUSA	$27,201.70	
	0826C	07/31/2026	LANDSCAPE SVC-EXPO CENTER	$53,122.95	
	0826XROADS	08/01/2026	LANDSCAPE SVC-CROSSROADS PKY NORTH & SOUTI	$43,926.75	
87962	08/27/2026			**SKYBRIDGE RENEWABLES, LLC**	$160,667.22
	Invoice	Date	Description	Amount	
	1822	08/05/2026	PHASE 3 FOR SOLAR PANELS-CITY HALL	$160,667.22	
87963	08/27/2026			**SO CAL INDUSTRIES**	$874.10
	Invoice	Date	Description	Amount	
	813851	08/12/2026	WC ACCESS RENTAL-TONNER CYN/57 FWY	$195.89	
	804856	06/17/2026	WC ACCESS RENTAL-TONNER CYN/57 FWY	$195.89	
	800512	05/20/2026	WC ACCESS RENTAL-TONNER CYN/57 FWY	$195.89	

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	809444	07/15/2026	WC ACCESS RENTAL-TONNER CYN/57 FWY	$195.89	
	812097	07/31/2026	FENCE RENTAL-IND HILLS	$90.54	
87964	08/27/2026			**SPECTRUM**	$938.99
	Invoice	Date	Description	Amount	
	188632001080726	08/07/2026	BUSINESS INTERNET-AUG 2026	$938.99	
87965	08/27/2026			**SQUARE ROOT GOLF & LANDSCAPE, I**	$240,494.64
	Invoice	Date	Description	Amount	
	1882H-1	07/31/2026	SIGN REPAIR & INSTALLATION	$2,192.69	
	1882H-2	07/31/2026	GRAFFITI REMOVAL	$1,556.79	
	1882H-4	07/31/2026	LANDSCAPE SVC-TONNER CYN	$34,694.06	
	1879ELHM	07/31/2026	LANDSCAPE SVC-DON JULIAN NORTH & SOUTH	$5,211.70	
	1880ELHM	07/31/2026	LANDSCAPE SVC-EL ENCANTO	$9,118.00	
	1881ELHM	07/31/2026	LANDSCAPE SVC-HOMESTEAD	$18,345.86	
	1882H-3	07/31/2026	HAZARDOUS WASTE REMOVAL	$488.39	
	1882H	07/31/2026	LANDSCAPE SVC-VARIOUS CITY SITES	$168,887.15	
87966	08/27/2026			**STAPLES BUSINESS ADVANTAGE**	$1,103.91
	Invoice	Date	Description	Amount	
	7010703945	07/25/2026	OFFICE SUPPLIES	$1,103.91	
87967	08/27/2026			**SUPERIOR COURT OF CA-LA COUNTY**	$2,094.50
	Invoice	Date	Description	Amount	
	JULY 2026	08/05/2026	PARKING CITATIONS REPORT-JUL 2026	$2,094.50	
87968	08/27/2026			**U.S. BANK - CM-9690**	$5,030.00
	Invoice	Date	Description	Amount	
	8275572	07/24/2026	COI-2004 COLLATERAL ACCOUNT FY 26/27	$1,925.00	

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	8272668	07/24/2026	COI-POST REFUNDING DEP 2015 FY 26/27	$1,475.00	
	8272868	07/24/2026	SA-EOFA DEPOSITORY 2015	$1,350.00	
	8272668-A	07/24/2026	COI-POST REFUNDING DEP 2015 FY 25/26	$280.00	
87969	08/27/2026		**VALLEY VISTA SERVICES, INC**		$14,296.53
	Invoice	Date	Description	Amount	
	4241919	08/01/2026	DISP SVC-FOLLOW'S CAMP	$1,640.31	
	4225943	08/01/2026	DISP SVC-CITY RESIDENTS	$6,338.74	
	4226815	08/01/2026	DISP SVC-15660 MAYOR DAVE WAY (YAL)	$173.00	
	4226812	08/01/2026	DISP SVC-TONNER CYN (CAMP COURAGE)	$720.48	
	4226814	08/01/2026	DISP SVC-1123 HATCHER AVE	$339.65	
	4226119	08/01/2026	DISP SVC-205 N HUDSON AVE	$287.86	
	4226258	08/01/2026	DISP SVC-CITY BUS STOPS	$4,796.49	
87970	08/27/2026		**VERONICA MEJIA**		$1,500.15
	Invoice	Date	Description	Amount	
	SUMMER 2026	08/17/2026	SUMMER 2026-UNIVERSITY OF LA VERNE TUITION	$1,500.15	

Checks	Status	Count	Transaction Amount
	Total	**84**	**$4,042,949.88**

ITEM NO. 6.2

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Director of Public Works

DATE: August 27, 2026

SUBJECT: Consideration of Amendment No. 1 to the Professional Service Agreement with GHD, INC., extending the term through December 31, 2027, increasing compensation by $90,000, and revising the Scope of Work

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Background:

On July 30, 2025 the City Manager executed a Professional Services Agreement ("Agreement") with GHD, INC. for consultant services to provide a feasibility study at the intersection of Mayor Dave Way, Glendora Avenue, Old Valley Boulevard and Main Street in the amount of $50,000.

Discussion:

During the course of the initial feasibility study, it's been determined that additional engineering analysis was necessary to evaluate alternative intersection configurations that could improve traffic safety and operations while minimizing the impact to Union Pacific Railroad right-of-way and existing structures.

The Amendment will expand the scope of work to include project management and coordination, evaluation of three additional conceptual design alternatives, preparation of conceptual layouts and preliminary right-of-way exhibits, and update the Feasibility Report to incorporate the additional analyses and provide a recommended alternative.
The expanded scope will provide the City with additional information necessary to determine the most feasible and cost-effective intersection improvement alternative before advancing the project into subsequent design phases.

Fiscal Impact:

The fiscal impact for Amendment No. 2 is $90,000. In the approved Fiscal Year 2026-2027 Capital Improvement Project budget, $200,000.00 is budgeted for this work (MP 03-24#13, Account No. 120-725-5130)

Recommendation:

Staff recommends that the City Council approve Amendment No. 1.

Exhibits:

1. Amendment No. 1, dated August 27, 2026

EXHIBIT 1

Amendment No. 1 to the Professional Services Agreement with GHD,
dated August 27, 2026

[Attached]

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
GHD, INC.

This Amendment No. 1 to the Professional Services Agreement ("Agreement") is made and entered into this 27th day of August 2026, ("Effective Date") by and between the City of Industry ("City"), a municipal corporation, and GHD, INC., ("Consultant"). City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about July 30, 2025, the City Manager approved a Professional Services Agreement ("Agreement") with Consultant to provide a Feasibility Study at the intersection of Mayor Dave Way, Glendora Avenue, Old Valley Boulevard and Main Street. project; and

WHEREAS, during the course of the project, the City determined that additional engineering analysis and evaluation are necessary to further assess feasible intersection improvement alternatives and refine the project's conceptual design; and

WHEREAS, he additional services include project management, coordination meetings, quality control, evaluation of three additional conceptual design alternatives, preparation of conceptual layouts and right-of-way exhibits, and updates to the Feasibility Report; and

WHEREAS, the project is ongoing, and the City desires to amend the agreement to extend the term through December 31, 2027.

WHEREAS, the parties desire to amend the Agreement to authorize the additional Scope of Services described herein.

WHEREAS, for the reason set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

AMENDMENT

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

1. TERM

Section 1 is hereby revised to read as follows:

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2027, unless sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

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

This amount shall not exceed One Hundred Forty Thousand Dollars ($140,000.00) for the Total Term of the Agreement unless additional payment is approved as provided in the Agreement.

EXHIBIT A Scope of Services

The Scope of Services is hereby amended to include the following additional consultant services: project management, evaluation of three additional conceptual intersection alternatives, preparation of conceptual design and right-of-way exhibits, and updating the Feasibility Report with analysis, recommendations, and supporting documentation to identify the preferred intersection improvement alternative.

EXHIBIT B Rate Schedule

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

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

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 have executed this Amendment No. 4 to the Agreement as of the Effective Date.

"CITY" **City of Industry**	**"CONSULTANT"** **GHD, INC.**
By: ______________________________ Joshua Nelson, City Manager	By: ______________________________ Joshua Wolf, PE Business Group Leader

Attest:

By: ______________________________
Julie Gutierrez-Robles, City Clerk, CMC

APPROVED AS TO FORM

By: ______________________________
James M. Casso, City Attorney

ITEM NO. 7.1

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Director of Public Works
Upendra Joshi, Senior Project Manager
James Cramsie, Sr. Director of Engineering

DATE: August 27, 2026

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with On Track Solutions, LLC, to provide on-call railroad coordination, extending the term through September 10, 2029, and increasing compensation by $100,000.00

Background:

On August 25, 2023, the City Manager approved a Professional Services Agreement ("Agreement") with On Track Solutions L.L.C. ("On Track") to provide on-call railroad coordination services, in the amount of $50,000.00, through September 1, 2026. On Track has been providing coordination with Union Pacific Railroad ("UPRR") to facilitate agreements for City projects and coordination with UPRR's real estate and other departments in Omaha, Nebraska, for projects that involve UPRR's right of way.

On May 23, 2024, the City Council approved Amendment No.1 to the Agreement, increasing compensation by $200,000.00.

Discussion:

Currently, On Track is assisting with UPRR coordination on Phase 1 of the East/West Bikeway Project that will build a bike path along Valley Boulevard from Common Avenue to Azusa Avenue, which is partially within UPRR's right-of-way. The right-of-way portion of the bike path has required discussions with various UPRR departments. On Track has been coordinating with those departments, both locally and at their headquarters in Omaha, Nebraska, to explain the project and coordinate the necessary agreements that will allow construction of this project to occur within UPRR's right of way when the design is completed.

On Track is continuing to provide on call services on any City projects that require coordination with UPRR. The continued coordination on the East/West Bikeway project has required more effort than originally anticipated. The Agreement expires on September 1, 2026, therefore Staff is recommending extending the term through September 10, 2029, along with an increase in compensation of $100,000.00 for continued services.

Fiscal Impact:

The additional fiscal impact is $100,000.00. In the adopted Fiscal Year 2026-2027 General Fund Budget, $400,000.00 is approved for this work (Account No. 100-624-5120.01/JN-6201), however the only anticipated expenses on the contract for the remainder of FY 26-27, will be allocated to the East/West Bike Path project in the CIP (CIP-STR-19-063-B, Account No. 120-702-5130).

Recommendation:

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with On Track.

Exhibits:

1. Amendment No. 2 to the Agreement with On Track, dated August 27, 2026

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT WITH
ON TRACK SOLUTIONS LLC

This Amendment No. 2 to the Professional Services Agreement ("Agreement") is made and entered into this 27th day of August, 2026, ("Effective Date") by and between the City of Industry ("City"), a municipal corporation, and On Track Solutions L.L.C., a California limited liability company, ("Consultant"). City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about August 25, 2023, the City Manager approved a Professional Services Agreement ("Agreement") with Consultant in the amount of $50,000.00, to provide on-call railroad coordination services for various Capital Improvement Projects; and

WHEREAS, on or about May 23, 2024, Amendment No. 1 was approved to increase compensation under the Agreement by $200,000.00; and

WHEREAS, the Agreement expires on September 1, 2026, and the Parties desire to extend the term through September 10, 2029, to allow Consultant to continue providing on call coordination services with UPRR, and increase compensation by $100,000.00; and

WHEREAS, for the reasons set forth herein, 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 Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than September 10, 2029, unless sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

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

This amount shall not exceed Three Hundred Fifty Thousand Dollars ($350,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

"CITY"
City of Industry

By: ________________________________
Joshua Nelson, City Manager

"CONSULTANT"
On Track Solutions L.L.C.

By: ________________________________
Daniel Z. Moreno, CEO

Attest:

By: ________________________________
Julie Gutierrez-Robles, City Clerk, CMC

APPROVED AS TO FORM

By: ________________________________
James M. Casso, City Attorney

EXHIBIT A TO AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT WITH ON TRACK SOLUTIONS, LLC
DATED AUGUST 25, 2023

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
ON TRACK SOLUTIONS LLC

This Amendment No. 1 to the Professional Services Agreement ("Agreement") is made and entered into this 23rd day of May, 2024, ("Effective Date") by and between the City of Industry ("City"), a municipal corporation, and On Track Solutions L.L.C., a California limited liability company, ("Consultant"). City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about August 25, 2023, the City Manager approved a Professional Services Agreement ("Agreement") with Consultant in amount of $50,000.00, to provide on-call railroad coordination services for various Capital Improvement Projects; and

WHEREAS, the City is currently in phase 1 of its East/West Bikeway Project ("Project") which requires coordination with Union Pacific Railroad ("UPRR"). As part of the Project, Consultant coordinated with UPRR on various agreements necessary to construct the Project within UPRR's right of way. Given that the Project is ongoing, and necessitates more coordination with UPRR than originally anticipated, Staff recommends that the City increase compensation under the Agreement by $200,000.00; and

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

AMENDMENT

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

4. PAYMENT

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

This amount shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(SIGNATURES ON THE FOLLOWING PAGE)

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

"CITY"
City of Industry

By: ______________________________
Joshua Nelson, City Manager

Attest:

By: ______________________________
Julie Gutierrez-Robles, City Clerk, CMC

APPROVED AS TO FORM

By: ______________________________
James M. Casso, City Attorney

"CONSULTANT"
On Track Solutions L.L.C.

By: ______________________________
Daniel Z. Moreno, CEO

EXHIBIT A TO AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT WITH ON TRACK SOLUTIONS, LLC
DATED AUGUST 25, 2023

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of August 25, 2023 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and On Track Solutions L.L.C., 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 September 1, 2026, 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 rail road coordination, 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 Fifty Thousand Dollars ($50,000.00) 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 perfomed 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 provisions of this Section 9 are effective as of January 1, 2020. The indemnity provisions set forth in this Section 9 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:	On Track Solutions L.L.C. 30597 Arrow Leaf Lane Murrieta, CA 92563 Attention: Daniel Z. Moreno

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"
City of Industry

By: ______________________
Joshua Nelson, City Manager

"CONSULTANT"
On Track Solutions, L.L.C.

By: ______________________
Daniel Z. Moreno, CEO

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 on-call railroad coordination services, as needed and on various Capital Improvement Projects:

- Assist the City with the approval for any railroad crossing/bridge projects
- Assist the City with the necessary interaction and coordination with Union Pacific Railroad ("UPRR") to facilitate any Maintenance Agreements ("C&M")
- Assist the City with the necessary interaction and coordination with the California Public Utilities Commission ("CPUC") to facilitate the approval of any GO-88B or formal applications to the CPUC Board
- Assist the City with the necessary interaction and coordination with UPRR Real Estate Department in Omaha, NE for any UPRR right of way projects
- Assist the City with the necessary interaction with UPRR to facilitate coordination with any final presentations to the City Council for approval
- Assist the City with the necessary documentation and submittal of the GO-88B final report to the CPUC
- Coordination with UPRR for any Utility License Agreement approvals/reissuances to final owners of utilities, such as water, sewer, and storm drain
- Facilitate the permitting from UPRR of Utilities License Agreements under UPRR tracks/right of way and necessary engineering review of existing Exhibit A's of the agreements, and final execution of UPRR Utility License Agreements
- Assist with engineering coordination with RailPros (UPRR subcontractor) of all utility construction coordination for Flagging Protect/Engineering Observer
- Assist in the coordination with a bore contractor for the instillation of utility crossings under the railroads to meet compliance parameters
- Assist in the coordination with a bore contractor for the instillation of utility crossings under the railroads to meet railroad safety training requirements/eRailSafe

EXHIBIT B

RATE SCHEDULE

- Principal Railroad Coordinator $310.00/HR

Reimbursable Expenses

- Reproductions will be charged at cost.

Postage/Delivery:

- FedEx $35.00

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.