CITY COUNCIL
SPECIAL MEETING
AGENDA

SEPTEMBER 15, 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

Watch Live Meetings: https://publicinput.com/cityofindustry

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.

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 September 10, 2026

RECOMMENDED ACTION: Ratify the September 10, 2026 Register of Demands.

6.2. Consideration of Amendment No. 4 to the Professional Services Agreement with CU Technology, LLC, dba Acorn Technology Services, for Information Technology Support Services, increasing compensation by $303,766.20, extending the agreement through October 31, 2027 and updating the Rate schedule

RECOMMENDED ACTION: Approve Amendment No. 4

6.3. Consideration of Amendment No. 5 to the Professional Services Agreement with Biggs Cardosa Associates, Inc., for Consulting Services for the repainting of the Azusa Avenue Bridge over Valley Boulevard Project, extending the term through September 30, 2029, revising the rate schedule, and increasing compensation by $16,500.00 (MP 10-08 #6)

RECOMMENDED ACTION: Approve the Amendment

6.4. Consideration of Resolution No. CC 2026-30 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO DELHAVEN COMMUNITY CENTER, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), FOR THE BECAUSE WE CARE PROGRAM

RECOMMENDED ACTION: Adopt Resolution No. CC 2026-30.

6.5. Consideration of Resolution No. CC 2026-28 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE COMMUNITY CORRIDOR TRANSPORTATION PLATFORM PROJECT UNDER THE CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM

RECOMMENDED ACTION: Adopt Resolution No. CC 2026-28

6.6. Consideration of Resolution No. CC 2026-29 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE INDUSTRY SHERIFF'S YOUTH ATHLETIC LEAGUE, IN THE AMOUNT OF THIRTY THOUSAND DOLLARS ($30,000.00), FOR ITS FALL FESTIVAL PROGRAM

RECOMMENDED ACTION: Adopt Resolution No. CC 2026-29.

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

RECOMMENDED ACTION: Approve the Amendment.

6.8. Consideration of a License Agreement with County of Los Angeles Registrar-Recorder/County Clerk, for access to Assessor's Parcel No. 8208-025-943, to utilize as a Temporary Overflow Parking Area

RECOMMENDED ACTION: Approve the License Agreement

7. ACTION ITEMS-NONE

8. PUBLIC HEARINGS_NONE

9. CLOSED SESSION

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

9.2.
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Legacy Point, LLC
Los Angeles County Superior Court Case No. 25STCV03700

9.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Legacy City Center, LLC
Los Angeles County Superior Court Case No. 25STCV03524

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

Property: 17545 Gale Ave,
Assessor Parcel Number: 8264-012-919

Agency Negotiators: Joshua Nelson, City Manager,
James Casso, City Attorney
Negotiating Parties: Best Buy Stores, L.P.
Under Negotiation: Price and terms of payment.

9.5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. E-Ho One, LLC, et al
Los Angeles County Superior Court Case No. 25STCV03695

9.6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Legacy Point, LLC v. City of Industry, et al.
Los Angeles County Superior Court Case No. 24STCV20043

10. CITY MANAGER REPORTS

11. AB 1234 REPORTS

12. CITY COUNCIL COMMUNICATIONS

13. Adjournment. The next regular City Council Meeting is Tuesday, September 24, 2026, at 9:00 AM.

ITEM NO. 6.1

CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF SEPTEMBER 10, 2026

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
100	GENERAL FUND	1,620,995.43
103	PROP A FUND	44,324.78
107	MEASURE W FUND	5,700.00
120	CAPITAL IMPROVEMENTS	501,121.36
TOTAL ALL FUNDS		2,172,141.57

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUUNT	96,753.18
PROP/A	PROP A - CKING ACCOUNT	44,324.78
M/W	MEASURE W - CKING ACCOUNT	5,700.00
WFBK	GENERAL OVERRIDE BOND	131,695.65
WFBK	WELLS FARGO - CKING ACCOUNT	1,893,667.96
TOTAL ALL BANKS		2,172,141.57

APPROVED PER CITY MANAGER _____

DATE 9/3/26

CITY OF INDUSTRY
BANK OF AMERICA
September 10, 2026

Check	Date	Payee Name	Check Amount
CITYGEN.CHK - City General			
WT1485	08/19/2026	**JOHN HANCOCK USA**	$7,377.90

Invoice	Date	Description	Amount
7/18/26-7/31/26	08/19/2026	PARS CONTRIBUTIONS FOR 7/18/26-7/31/26	$7,377.90

WT1486	08/20/2026	**CAL-PERS**	$89,375.28

Invoice	Date	Description	Amount
SEP-26	08/20/2026	CALPERS MEDICAL PREMIUM FOR SEPTEMBER 2026	$89,375.28

Checks	Status	Count	Transaction Amount
	Total	**2**	**$96,753.18**

CITY OF INDUSTRY
PROP A
September 10, 2026

Check	Date	Payee Name	Check Amount

PROPA.CHK - Prop A Checking

90808	08/26/2026			**WALNUT VALLEY WATER DISTRICT**	$652.02
	Invoice	Date	Description	Amount	
	5742290	08/11/2026	7/1-7/31/26 SVC-PLATFORM METROLINK BREA CYN RD	$41.98	
	5741327	08/11/2026	7/1-7/31/26 SVC-IRR-METROLINK STN SPANISH LN	$610.04	
90809	09/02/2026			**SOUTHERN CALIFORNIA EDISON**	$227.66
	Invoice	Date	Description	Amount	
	2027-00000357	08/21/2026	7/23-8/20/26 SVC-600 S BREA CYN RDB	$227.66	
90810	09/10/2026			**CNC ENGINEERING**	$37,585.00
	Invoice	Date	Description	Amount	
	516072	08/27/2026	ANNUAL BUS STOP ADA IMPROVEMENTS	$290.00	
	516073	08/27/2026	METROLINK STATION COMMUTER RAIL STATION	$2,092.50	
	516074	08/27/2026	FULLERTON RD GRADE SEPARATION	$29,377.50	
	516075	08/27/2026	TURNBULL CYN GRADE SEPARATION	$5,825.00	
90811	09/10/2026			**INDUSTRY SECURITY SERVICES**	$5,860.10
	Invoice	Date	Description	Amount	
	SG-ML-2104	08/21/2026	SECURITY SVC-METROLINK	$2,923.20	
	SG-ML-2105	08/28/2026	SECURITY SVC-METROLINK	$2,936.90	

Checks	Status	Count	Transaction Amount
	Total	**4**	**$44,324.78**

CITY OF INDUSTRY
MEASURE W
September 10, 2026

Check	Date			Payee Name	Check Amount
MEASUREW.WF.CHK - Measure W Wells Fargo Checking					
300223	09/10/2026			**CASC ENGINEERING AND CONSULTIN**	$2,405.00
	Invoice	Date	Description	Amount	
	55397	07/31/2026	NPDES CONSULTING SVC	$2,405.00	
300224	09/10/2026			**CNC ENGINEERING**	$3,295.00
	Invoice	Date	Description	Amount	
	516070	08/27/2026	FOUR GRADE SEPARATION PUMP STATIONS	$1,700.00	
	516071	08/27/2026	CATCH BASIN RETROFITS-PHASE 3	$1,595.00	

Checks	Status	Count	Transaction Amount
	Total	**2**	**$5,700.00**

CITY OF INDUSTRY
WELLS FARGO GENERAL OVERRIDE BOND
September 10, 2026

Check	Date	Payee Name	Check Amount
CITY.WF.GOB - City GOB Override Wells Fargo			
700010	09/10/2026	**SEQUEL CONTRACTORS, INC**	$131,695.65

Invoice	Date	Description	Amount
#8CITY-1528R	09/01/2026	ANNUAL PAVEMENT REHABILITATION FY 23	$138,627.00

Checks	Status	Count	Transaction Amount
	Total	**1**	**$131,695.65**

CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFERS
September 10, 2026

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
WT10118	08/26/2026	**WELLS FARGO**	$12,279.88

Invoice	Date	Description	Amount
7/3-8/3/26-J	08/03/2026	CREDIT CARD EXPENSE P/E 8/3/26-JOSH	$1,558.45
7/3-8/3/26-S	08/03/2026	CREDIT CARD EXPENSE P/E 8/3/26-SAM	$1,747.36
7/3-8/3/26-B	08/03/2026	CREDIT CARD EXPENSE P/E 8/3/26-BING	$0.99
7/3-8/3/26-V	08/03/2026	CREDIT CARD EXPENSE P/E 8/3/26-VERONICA	$8,973.08

Checks	Status	Count	Transaction Amount
	Total	**1**	**$12,279.88**

CITY OF INDUSTRY
WELLS FARGO BANK
September 10, 2026

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

87971	08/26/2026		FRONTIER	$2,595.82
	Invoice	Date	Description	Amount
	2027-00000294	08/05/2026	8/5-9/4/26 SVC-15625 STAFFORD ST C CITY HALL INTEF	$1,836.83
	2027-00000315	08/13/2026	8/13-9/12/26 SVC-15415 DON JULIAN RD	$319.18
	2027-00000316	08/10/2026	8/10-9/9/26 SVC-600 BREA CYN RD	$439.81
87972	08/26/2026		INDUSTRY PUBLIC UTILITY COMMISSI	$6,404.54
	Invoice	Date	Description	Amount
	2027-00000296	08/31/2026	7/1-8/1/26 SVC-600 S BREA CYN RD CHARGING STN	$2,158.48
	2027-00000297	08/31/2026	7/1-8/1/26 SVC-16296 TEMPLE AVE A	$13.33
	2027-00000298	08/31/2026	7/1-8/1/26 SVC-19296 TEMPLE AVE B	$533.95
	2027-00000299	08/31/2026	7/1-8/1/26 SVC-600 BREA CYN RD	$3,698.78
87973	08/26/2026		ROWLAND WATER DISTRICT	$3,069.89
	Invoice	Date	Description	Amount
	2027-00000300	08/05/2026	6/21-7/20/26 SVC-AZUSA AVE	$205.08
	2027-00000301	08/05/2026	6/21-7/20/26 SVC-AZUSA AVE - CENTER	$206.08
	2027-00000302	08/05/2026	6/21-7/20/26 SVC-930 S AZUSA AVE	$965.43
	2027-00000303	08/05/2026	6/21-7/20/26 SVC-17401 E VALLEY BLVD	$886.40
	2027-00000304	08/05/2026	6/21-7/20/26 SVC-18044 ROWLAND ST	$383.09
	2027-00000305	08/05/2026	6/21-7/20/26 SVC-HURLEY ST & VALLEY BLVD	$423.81
87974	08/26/2026		SAN GABRIEL VALLEY WATER CO.	$2,504.71
	Invoice	Date	Description	Amount
	2027-00000317	08/18/2026	7/16-8/17/26 SVC-14329 VALLEY	$1,317.10
	2027-00000318	08/19/2026	7/20-8/18/26 SVC-132 IRRIG PUENTE	$557.44
	2027-00000319	08/19/2026	7/20-8/18/26 SVC-123 IRRIG WORKMAN MILL	$364.72

CITY OF INDUSTRY
WELLS FARGO BANK
September 10, 2026

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2027-00000320	08/19/2026	7/20-8/18/26 SVC-13756 VALLEY	$265.45
87975	08/26/2026		**SOCALGAS**	$112.09
	Invoice	Date	Description	Amount
	2027-00000295	08/04/2026	7/17-7/30/26 SVC-18311 RAILROAD ST	$78.41
	2027-00000313	08/19/2026	7/16-8/17/26 SVC-610 S BREA CYN	$15.78
	2027-00000314	08/19/2026	7/16-8/17/26 SVC-1004 U FAIRWAY DR	$17.90
87976	08/26/2026		**SOUTHERN CALIFORNIA EDISON**	$20,489.98
	Invoice	Date	Description	Amount
	2027-00000306	08/11/2026	7/13-8/10/26 SVC-122 N PUENTE AVE U1	$96.85
	2027-00000307	08/11/2026	7/13-8/10/26 SVC-122 N PUENTE AVE U1 PED	$74.44
	2027-00000308	08/11/2026	7/13-8/10/26 SVC-575 BALDWIN PARK BLVD U	$100.84
	2027-00000309	08/10/2026	7/10-8/9/26 SVC-15218 U PROCTOR AVE PED	$224.29
	2027-00000310	08/10/2026	7/8-8/5/26 SVC-15625 MAYOR DAVE WAY	$49.70
	2027-00000321	08/19/2026	7/17-8/16/26 SVC-VARIOUS SITES	$4,885.02
	2027-00000322	08/12/2026	7/14-8/11/26 SVC-490 S 7TH U	$109.81
	2027-00000323	08/12/2026	7/14-8/11/26 SVC-504 S 6TH AVE TC1	$94.18
	2027-00000324	08/17/2026	7/17-8/16/26 SVC-1023 U FAIRWAY DR	$302.14
	2027-00000325	08/17/2026	7/17-8/16/26 SVC-17635 GALE AVE	$4,443.84
	2027-00000326	08/17/2026	7/17-8/16/26 SVC-18311 RAILROAD ST PED	$22.88
	2027-00000327	08/17/2026	7/17-8/16/26 SVC-18311 RAILROAD ST PMP PMP	$197.45
	2027-00000328	08/17/2026	7/17-8/16/26 SVC-VARIOUS SITES	$101.08
	2027-00000329	08/17/2026	7/17-8/16/26 SVC-PECK RD S/O PELISIER	$27.06
	2027-00000330	08/17/2026	7/14-8/11/26 SVC-VARIOUS SITES	$1,483.69
	2027-00000331	08/17/2026	7/17-8/16/26 SVC-1341 FULLERTON RD	$207.46
	2027-00000332	08/17/2026	7/17-8/16/26 SVC-VARIOUS SITES	$7,465.13

CITY OF INDUSTRY
WELLS FARGO BANK
September 10, 2026

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2027-00000333	08/19/2026	7/17-8/16/26 SVC-VARIOUS SITES	$71.71
	2027-00000334	08/17/2026	7/17-8/16/26 SVC-VARIOUS SITES	$532.41
87977	08/26/2026		**THREE VALLEYS MUNICIPAL WATER I**	$1,849.93
	Invoice	Date	Description	Amount
	6974	07/31/2026	7/1-7/31/26 SVC-TONNER CYN	$1,849.93
87978	08/26/2026		**VERIZON BUSINESS**	$194.60
	Invoice	Date	Description	Amount
	00286328	08/10/2026	7/1-7/31/26 SVC-VARIOUS SITES	$147.29
	00286327	08/10/2026	7/1-7/31/26 SVC-VARIOUS SITES	$47.31
87979	08/26/2026		**WALNUT VALLEY WATER DISTRICT**	$11,853.99
	Invoice	Date	Description	Amount
	5741476	08/11/2026	7/1-7/31/26 SVC-BAKER PKWY MTR #1	$363.36
	5741477	08/11/2026	7/1-7/31/26 SVC-BAKER PKWY MTR #2	$336.87
	5741483	08/11/2026	7/1-7/31/26 SVC-GRAND AVE CROSSING	$464.72
	5741484	08/11/2026	7/1-7/31/26 SVC-GRAND AVE CROSSING	$147.96
	5741486	08/11/2026	7/1-7/31/26 SVC-22002 VALLEY BLVD	$927.74
	5741544	08/11/2026	7/1-7/31/26 SVC-21627 GRAND CROSSING PKWY #3	$534.99
	5741545	08/11/2026	7/1-7/31/26 SVC-21627 GRAND CROSSING PKWY #4	$147.96
	5742271	08/11/2026	7/1-7/31/26 SVC-PUMP STN N/W CHERYL LN/MAYO	$58.30
	5742291	08/11/2026	7/1-7/31/26 SVC-PUMP STN BREA CYN	$72.22
	5742526	08/11/2026	7/1-7/31/26 SVC-NOGALES PUMP STN	$99.05
	5741356	08/11/2026	7/1-7/31/26 SVC-IRR 820 FAIRWAY DR	$99.05
	5741407	08/11/2026	7/1-7/31/26 SVC-LEMON AVE N OF CURRIER RD	$176.86
	5741522	08/11/2026	7/1-7/31/26 SVC-60 FWY INTERCHANGE FAIRWAY DR	$48.06

CITY OF INDUSTRY
WELLS FARGO BANK
September 10, 2026

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
5741442	08/11/2026	7/1-7/31/26 SVC-BREA CYN RD & OLD RANCH RD		$91.74
5741458	08/11/2026	7/1-7/31/26 SVC-FERRERO & GRAND EAST RAMP		$1,315.05
5741503	08/11/2026	7/1-7/31/26 SVC-21350 VALLEY-MEDIAN		$67.42
5741504	08/11/2026	7/1-7/31/26 SVC-GRAND CROSSING EAST		$97.82
5741505	08/11/2026	7/1-7/31/26 SVC-GRAND CROSSING WEST		$88.70
5741506	08/11/2026	7/1-7/31/26 SVC-BAKER PKWY & GRAND N/W CNR		$2,661.77
5741513	08/11/2026	7/1-7/31/26 SVC-E/S GRAND S/O BAKER PKWY		$126.41
5741519	08/11/2026	7/1-7/31/26 SVC-BREA CYN N OF RR TRKS		$476.70
5741520	08/11/2026	7/1-7/31/26 SVC-BREA CYN N OF CURRIER		$111.90
5742540	08/11/2026	7/1-7/31/26 SVC-1004 U FAIRWAY DR GRADE SEP		$3,339.34
87980	09/02/2026		**FRONTIER**	$604.70
Invoice	Date	Description		Amount
2027-00000344	08/19/2026	8/19-9/18/26 SVC-FOLLOW'S CAMP		$139.56
2027-00000358	08/16/2026	8/16-9/15/26 SVC-PH AUTO PLAZA		$323.71
2027-00000359	08/16/2026	8/16-9/15/26 SVC-BREA CYN PUMP STN		$141.43
87981	09/02/2026		**SAN GABRIEL VALLEY WATER CO.**	$50.87
Invoice	Date	Description		Amount
2027-00000342	08/24/2026	7/22-8/20/26 SVC-336 EL ENCANTO		$50.87
87982	09/02/2026		**SOCALGAS**	$16.27
Invoice	Date	Description		Amount
2027-00000360	08/26/2026	7/22-8/24/26 SVC-13756 VALLEY BLVD		$16.27
87983	09/02/2026		**SOUTHERN CALIFORNIA EDISON**	$4,423.43
Invoice	Date	Description		Amount

CITY OF INDUSTRY
WELLS FARGO BANK
September 10, 2026

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2027-00000343	08/24/2026	7/22-8/19/26 SVC-1015 NOGALES ST	$881.65
	2027-00000348	08/25/2026	7/27-8/24/26 SVC-VARIOUS SITES	$146.02
	2027-00000349	08/25/2026	7/23-8/20/26 SVC-575 BREA CYN RD	$15.94
	2027-00000350	08/25/2026	7/27-8/24/26 SVC-VARIOUS SITES	$1,359.94
	2027-00000351	08/20/2026	6/1-7/22/26 SVC-1007 U LAWSON ST	$172.01
	2027-00000352	08/21/2026	7/23-8/20/26 SVC-1007 U LAWSON ST	$112.38
	2027-00000353	08/21/2026	7/23-8/20/26 SVC-21380 VALLEY BLVD-PED	$12.47
	2027-00000354	08/21/2026	7/23-8/20/26 SVC-1007 LAWSON ST TC1	$83.38
	2027-00000355	08/21/2026	7/23-8/20/26 SVC-1004 U FAIRWAY DR	$917.07
	2027-00000356	08/21/2026	7/6-8/3/26 SVC-VARIOUS SITES	$722.57
87984	09/02/2026		**SUBURBAN WATER SYSTEMS**	$1,274.11
	Invoice	Date	Description	Amount
	180081750890	08/20/2026	7/23-8/20/26 SVC-205 HUDSON	$88.84
	180033240687	08/21/2026	7/24-8/20/26 SVC-AZUSA & GEMINI	$1,185.27
87985	09/02/2026		**T-MOBILE**	$310.00
	Invoice	Date	Description	Amount
	210346110-12	09/01/2026	7/21-8/20/26 SVC-TONNER GUARD SHACK	$310.00
87986	09/02/2026		**FEDERAL EXPRESS CORP.**	$161.05
	Invoice	Date	Description	Amount
	9-431-77548	08/21/2026	MESSENGER SVC	$62.09
	9-441-30349	08/28/2026	MESSENGER SVC	$98.96
87987	09/02/2026		**FIDELITY SECURITY LIFE INSURANCE**	$1,262.06
	Invoice	Date	Description	Amount

CITY OF INDUSTRY
WELLS FARGO BANK
September 10, 2026

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	167505375	09/01/2026	VISION PREMIUM FOR SEPTEMBER 2026	$1,262.06
87988	09/02/2026		**HUMANA INSURANCE COMPANY**	$7,060.97
	Invoice	Date	Description	Amount
	389690211	08/13/2026	DENTAL PREMIUM FOR SEPTEMBER 2026	$7,060.97
87989	09/02/2026		**MUTUAL OF OMAHA - PAYMENT PROC**	$9,919.14
	Invoice	Date	Description	Amount
	2178835086	08/17/2026	LIFE INS PREMIUM FOR SEPTEMBER 2026	$9,919.14
87990	09/02/2026		**PITNEY BOWES, INC.**	$193.83
	Invoice	Date	Description	Amount
	3108016060	08/11/2026	POSTAGE METER-FIRST FLOOR (JUN-SEP 2026)	$193.83
87991	09/02/2026		**STATE COMPENSATION INSURANCE F**	$3,036.16
	Invoice	Date	Description	Amount
	1003830249	08/21/2026	WORKERS COMP PREMIUM FOR SEPTEMBER 2026	$3,036.16
87992	09/02/2026		**UNUM LIFE INSURANCE COMPANY OF**	$14,513.20
	Invoice	Date	Description	Amount
	9/1-9/30/26	08/18/2026	LONG TERM CARE PREMIUM FOR SEPTEMBER 2026	$14,513.20
87993	09/10/2026		**100% AUTO CARE & DETAILED**	$940.00
	Invoice	Date	Description	Amount
	188	08/24/2026	CAR WASH SVC-CITY VEHICLES	$415.00
	187	08/10/2026	CAR WASH SVC-CITY VEHICLES	$525.00

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Check	Date	Payee Name	Check Amount
87994	09/10/2026	A3 VISUAL	$12,504.72

Invoice	Date	Description	Amount
INV308068	08/18/2026	INSTALL POLE BANNERS-AUTO MALL	$12,504.72

Check	Date	Payee Name	Check Amount
87995	09/10/2026	ACORN TECHNOLOGY SERVICES	$23,480.76

Invoice	Date	Description	Amount
13869	09/01/2026	NETWORK MAINT	$23,480.76

Check	Date	Payee Name	Check Amount
87996	09/10/2026	ADVANTEC CONSULTING ENGINEERS	$4,220.00

Invoice	Date	Description	Amount
9803-0230-32	08/17/2026	INTELLIGENT TRANSPORTATION SYSTEM	$4,220.00

Check	Date	Payee Name	Check Amount
87997	09/10/2026	BAKERS MAN PRODUCTIONS, LLC	$2,000.00

Invoice	Date	Description	Amount
408924	08/31/2026	ON SITE MEETING MGMT FOR SB70-SEP 2026	$2,000.00

Check	Date	Payee Name	Check Amount
87998	09/10/2026	BEE REMOVERS	$185.00

Invoice	Date	Description	Amount
604131	04/11/2026	REMOVE BEE NEST-NORTH GRAND AVE	$185.00

Check	Date	Payee Name	Check Amount
87999	09/10/2026	BIGGS CARDOSA ASSOCIATES, INC.	$642.00

Invoice	Date	Description	Amount
96995	08/05/2026	ENG SVC-ANAHEIM-PUENTE BRIDGE	$642.00

Check	Date	Payee Name	Check Amount
88000	09/10/2026	BLAKE AIR CONDITIONING COMPANY	$16,967.20

Invoice	Date	Description	Amount
71142	08/20/2026	SERVICE CHILLER LOOPS-EL ENCANTO	$116.10

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CITY.WF.CHK - City General Wells Fargo				
	70985	08/20/2026	REPLACE COMPRESSORS TO HVAC-EL ENCANTO	$14,995.00
	70867	08/26/2026	HVAC REPAIR-CITY HALL	$1,645.00
	71233	08/28/2026	SITE INSPECTION-EL ENCANTO	$211.10
88001	09/10/2026		**BOWSER GEOSPATIAL, LLC**	$6,182.50
	Invoice	Date	Description	Amount
	1016	08/25/2026	MANAGE/MAINT OF CITY'S GIS DATABASE	$6,182.50
88002	09/10/2026		**CALIFORNIA CONSULTING, INC.**	$4,750.00
	Invoice	Date	Description	Amount
	8102	07/01/2026	GRANT WRITING AND MGMT SVC	$4,750.00
88003	09/10/2026		**CHEM PRO LLC**	$1,028.36
	Invoice	Date	Description	Amount
	IN262927	09/01/2026	WATER TREATMENT-VARIOUS SITES	$1,028.36
88004	09/10/2026		**CINTAS CORPORATION LOC 693**	$1,551.25
	Invoice	Date	Description	Amount
	4279999870	08/24/2026	DOOR MATS	$84.16
	5351914202	08/04/2026	DOOR MATS	$347.17
	9387976097	08/31/2026	WATER COOLER-TREASURY	$56.30
	9387976201	08/31/2026	LEASE FOR AED MACHINE-CITY HALL	$296.33
	9387976193	08/31/2026	WATER COOLERS-CITY HALL	$246.94
	5357710205	08/31/2026	FIRST AID SUPPLIES	$312.72
	4280823726	08/31/2026	DOOR MATS	$84.16
	9388120595	08/31/2026	LEASE FOR AED MACHINE-HOMESTEAD	$123.47

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88005	09/10/2026			**CITY OF INDUSTRY-PAYROLL ACCT**	$200,000.00
	Invoice	Date	Description	Amount	
	PR P/E 8/28/26	09/02/2026	REPLENISH PAYROLL P/E 8/28/26	$200,000.00	
88006	09/10/2026			**CNC ENGINEERING**	$234,517.50
	Invoice	Date	Description	Amount	
	515983	08/27/2026	SOLAR INSTALLATION AT CITY HALL	$1,895.00	
	515984	08/27/2026	EL ENCANTO ROOF REFURB	$837.50	
	515985	08/27/2026	KELLA AVE STORM DRAIN	$14,296.25	
	515986	08/27/2026	GALE AVE REALIGNMENT	$3,780.00	
	515987	08/27/2026	PRELIMINARY DESIGN OF EW BICYCLE PATH	$10,020.00	
	515988	08/27/2026	PRELIMINARY DESIGN OF EW BICYCLE PATH	$745.00	
	515989	08/27/2026	GENERAL ENG SVC 8/10-8/23/26	$49,468.75	
	515990	08/27/2026	GENERAL ENG SVC-BACKFLOW DEVICE MAINT	$655.00	
	515991	08/27/2026	GENERAL ENG SVC-STREET LIGHTS	$3,325.00	
	515992	08/27/2026	GENERAL ENG SVC-STREETLIGHT KNOCKDOWNS	$3,202.50	
	515993	08/27/2026	GENERAL ENG SVC-STREETLIGHT KNOCKDOWNS	$1,217.50	
	515994	08/27/2026	GENERAL ENG SVC-STREETLIGHT KNOCKDOWNS	$1,172.50	
	515995	08/27/2026	GENERAL ENG SVC-STREETLIGHT KNOCKDOWNS	$1,720.00	
	515996	08/27/2026	GENERAL ENG SVC-STREET LIGHT IMPROVE AT PRO(	$2,365.00	
	515997	08/27/2026	GENERAL ENG SVC-FIELD OPERATIONS SERVICES	$18,996.25	
	515998	08/27/2026	GENERAL ENG SVC-STREET INSPECTIONS	$11,757.50	
	515999	08/27/2026	GENERAL ENG SVC-COUNTER SERVICE	$28,412.50	
	516000	08/27/2026	GENERAL ENG SVC-TRAFFIC	$6,560.00	
	516001	08/27/2026	GENERAL ENG SVC-PERMITS	$20,556.25	
	516002	08/27/2026	GENERAL ENG SVC-PLAN CHECKING	$3,625.00	
	516003	08/27/2026	NPDES STORM WATER	$825.00	

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CITY.WF.CHK - City General Wells Fargo			
516004	08/27/2026	SEWER MANAGEMENT SYSTEM	$1,170.00
516005	08/27/2026	GENERAL ENG SVC-DEV PLANS AT THE IBC	$1,532.50
516006	08/27/2026	GENERAL ENG SVC-15010 & 15100 NELSON AVE	$220.00
516007	08/27/2026	GENERAL ENG SVC-15940-16012 AMAR/15940-16065 KA	$2,740.00
516008	08/27/2026	GENERAL ENG SVC-200 OLD RANCH RD	$2,052.50
516009	08/27/2026	GENERAL ENG SVC-184 S 6TH AVE & 14436 VALLEY BL	$2,400.00
516010	08/27/2026	GENERAL ENG SVC-16425 GALE AVE	$220.00
516011	08/27/2026	GENERAL ENG SVC-1600 AZUSA AVE	$2,380.00
516012	08/27/2026	GENERAL ENG SVC-16207,16233, & 16253 GALE AVE	$110.00
516013	08/27/2026	TONNER CYN PROPERTY	$1,835.00
516014	08/27/2026	REPLACEMENT OF STEEL WATERLINE-BREA CREEK	$510.00
516015	08/27/2026	COLIMA RD WIDENING	$3,780.00
516016	08/27/2026	NELSON AVE RESURFACING	$14,625.00
516017	08/27/2026	15660 MAYOR DAVE WAY (YAL BLDG)	$75.00
516018	08/27/2026	CIVIC CENTER PLANNING AND IMPROVEMENTS	$7,787.50
516019	08/27/2026	CIVIC CENTER PLANNING AND IMPROVEMENTS	$300.00
516028	08/27/2026	EL ENCANTO IMPROVEMENTS AND MAINT	$7,052.50
516029	08/27/2026	EL ENCANTO BOILER REPLACEMENT	$150.00
516030	08/27/2026	EL ENCANTO HOSPITAL SITE IMRPOVEMENTS	$145.00
88007	09/10/2026	**CNC ENGINEERING**	$179,790.00

Invoice	Date	Description	Amount
516020	08/27/2026	220 HACIENDA BLVD	$75.00
516021	08/27/2026	CITY ADMINSITRATIVE OFFICES	$1,012.50
516022	08/27/2026	INDUSTRY BUSINESS COUNCIL CHAMBERS	$410.00
516023	08/27/2026	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	$975.00
516024	08/27/2026	ELECTRIC VEHICLE CHARGING STATIONS-CITY HALL	$2,470.00

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CITY.WF.CHK - City General Wells Fargo			
516025	08/27/2026	HOMESTEAD MUSEUM IMPROVEMENTS	$3,255.00
516026	08/27/2026	STIMSON AVE CROSSING	$1,285.00
516027	08/27/2026	METROLINK-MAINT OF PARKING LOT	$615.00
516031	08/27/2026	SAN JOSE AVE RECONSTRUCTION	$10,740.00
516032	08/27/2026	PACIFIC PALMS LAUNDRY BUILDING SETTLEMENT ISS	$1,360.00
516033	08/27/2026	INDUSTRY HILLS FUEL TANKS DISPENSING	$785.00
516034	08/27/2026	605 FWY AND VALLEY BLVD INTERCHANGE	$145.00
516035	08/27/2026	NELSON AVE OVER PUENTE CREEK	$1,620.00
516036	08/27/2026	BRIDGE WIDENING-ANAHEIM PUENTE RD BRIDGE	$1,235.00
516037	08/27/2026	FISCAL YEAR BUDGET	$2,810.00
516038	08/27/2026	BIXBY DR PCC PAVEMENT	$13,800.00
516039	08/27/2026	CROSSROADS PKY NORTH & SOUTH IMPROVEMENTS	$16,725.00
516040	08/27/2026	REPAIRS, UPGRADES, & REFURB TO CITY OWNED PU	$1,700.00
516041	08/27/2026	MAINT OF 1123 HATCHER AVE	$205.00
516042	08/27/2026	2024 CITYWIDE SPEED SURVEY	$1,410.00
516043	08/27/2026	CARTEGRAPH MGMT	$32,440.00
516044	08/27/2026	GRAND AVE SLOPE RECONSTRUCTION-FERRERO TO	$3,045.00
516045	08/27/2026	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	$2,096.25
516046	08/27/2026	ADA COMPLIANCE ON PUBLIC RIGHT OF WAY	$870.00
516047	08/27/2026	ADA COMPLIANCE FOR FACILITIES	$16,350.00
516048	08/27/2026	MOUNTAIN BIKING TRAIL AT INDUSTRY HILLS	$1,295.00
516049	08/27/2026	DEL VALLE AND HILL STREET UNDERGROUND OF SCE	$2,731.25
516050	08/27/2026	2022-2023 ANNUAL PAVEMENT REHABILITATION	$17,285.00
516051	08/27/2026	RAILROAD STREET PAVEMENT REHABILITATION	$20,193.75
516052	08/27/2026	MUSEUM-HEALTH CAMPUS MASTER SITE PLANNING	$382.50
516053	08/27/2026	2024-2025 ANNUAL PAVEMENT REHABILITATION	$1,972.50
516054	08/27/2026	2024-2025 ANNUAL SLURRY SEAL	$3,930.00

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CITY.WF.CHK - City General Wells Fargo				
	516055	08/27/2026	STREET LIGHT BANNER INSTALLATION	$2,845.00
	516056	08/27/2026	NINTH AVENUE SEWER LINE IMPROVEMENTS	$1,155.00
	516057	08/27/2026	STONER CREEK RD IMPROVEMENTS	$4,480.00
	516058	08/27/2026	GRANT AND FUNDING PROGRAM OPPORTUNITIES	$1,265.00
	516059	08/27/2026	CITY OF INDUSTRY PAVEMENT MANAGEMENT SYSTEI	$1,490.00
	516060	08/27/2026	GRAND AVE BRIDGE WIDENING AT SAN JOSE CREEK	$2,622.50
	516061	08/27/2026	NOGALES GRADE SEPARATION	$708.75
88008	09/10/2026		**CONTRACTSAFE LLC**	$6,318.00
	Invoice	Date	Description	Amount
	INV-46508	08/13/2026	MGMT TRACKING SOFTWARE 8/13/26-8/12/27	$6,318.00
88009	09/10/2026		**COUNTRY ESTATE FENCE, INC.**	$9,990.16
	Invoice	Date	Description	Amount
	26112	08/19/2026	FENCE REPAIR-TEMPLE AND AZUSA	$9,990.16
88010	09/10/2026		**D.S. EWING ARCHITECTS, INC.**	$9,363.75
	Invoice	Date	Description	Amount
	26-11861	08/10/2026	IBC CHAMBER & BLDG IMPROVEMENT PROJ	$9,363.75
88011	09/10/2026		**DEPT OF ANIMAL CARE & CONTROL**	$11,615.14
	Invoice	Date	Description	Amount
	8/25/2026	08/25/2026	SHELTER COST-JUL 2026	$11,615.14
88012	09/10/2026		**ENTERPRISE MAPS LLC**	$3,543.25
	Invoice	Date	Description	Amount
	1093	08/26/2026	AMAZON WEB SERVICES	$3,543.25

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88013	09/10/2026		**ENVIRONS, INC.**		$1,750.00
	Invoice	Date	Description	Amount	
	3900	08/24/2026	LANDSCAPE DESIGN SVC-HOMESTEAD	$1,750.00	
88014	09/10/2026		**FUEL PROS, INC.**		$2,297.50
	Invoice	Date	Description	Amount	
	81863	06/15/2026	ANNUAL TESTING-IND HILLS FUEL STN	$2,297.50	
88015	09/10/2026		**GMS ELEVATOR SERVICES, INC**		$169.00
	Invoice	Date	Description	Amount	
	131016	08/01/2026	ELEVATOR MAINT-CITY HALL (AUG 2026)	$169.00	
88016	09/10/2026		**GRANICUS, LLC**		$7,411.51
	Invoice	Date	Description	Amount	
	236530	08/31/2026	PUBLIC RECORDS ANNUAL SUBSCRIPTION-9/30/26-9/3	$7,411.51	
88017	09/10/2026		**GREAT SCOTT TREE CARE**		$91,467.00
	Invoice	Date	Description	Amount	
	60473	07/15/2026	CITYWIDE TREE MAINT SVC	$91,467.00	
88018	09/10/2026		**HADDICK'S TOWING, INC.**		$504.00
	Invoice	Date	Description	Amount	
	4655	08/17/2026	TOWING SVC-ILLEGAL DUMPSTER	$252.00	
	4654	08/17/2026	TOWING SVC-ILLEGAL DUMPSTER	$252.00	
88019	09/10/2026		**HDL COREN & CONE**		$821.96

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Invoice	Date	Description	Amount
SIN067512	09/01/2026	AUDIT SVC-PROPERTY TAX FY 25/26	$821.96

88020	09/10/2026	**INDUSTRY BUSINESS COUNCIL**	$5,700.00

Invoice	Date	Description	Amount
6998	08/28/2026	IBC RETREAT DUES 2026	$5,700.00

88021	09/10/2026	**INDUSTRY SECURITY SERVICES**	$71,520.40

Invoice	Date	Description	Amount
SG-COI#2-2105	08/21/2026	SECURITY SVC-VARIOUS CITY SITES	$24,189.48
SG-COI#1-2104	08/21/2026	SECURITY SVC 8/14-8/20/26	$11,570.72
SG-COI#2-2106	08/28/2026	SECURITY SVC-VARIOUS CITY SITES	$24,189.48
SG-COI#1-2105	08/28/2026	SECURITY SVC 8/21-8/27/26	$11,570.72

88022	09/10/2026	**J.P. COOKE COMPANY**	$116.32

Invoice	Date	Description	Amount
938847	07/08/2026	CUSTOM STAMP-BLDG & SAFETY	$116.32

88023	09/10/2026	**JEFF PARRIOTT PHOTOGRAPHIC SER**	$2,152.40

Invoice	Date	Description	Amount
COI0826	09/01/2026	PROF SVC-HOMESTEAD	$2,152.40

88024	09/10/2026	**JOE A. GONSALVES & SON**	$12,000.00

Invoice	Date	Description	Amount
164621	08/20/2026	LEGISLATIVE SVC-AUG 2026	$12,000.00

88025	09/10/2026	**KLEINFELDER, INC.**	$22,521.75

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Invoice	Date	Description	Amount
001603584	08/06/2026	GEO SVC-ANNUAL PAVEMENT REHAB FY 23	$22,521.75

88026	09/10/2026	**L A COUNTY FIRE DEPT.**	$4,263.00

Invoice	Date	Description	Amount
IN0498683	08/27/2026	HAZARDOUS MATERIAL-IND HILLS FUEL STN	$4,263.00

88027	09/10/2026	**LOCKS PLUS, INC.**	$267.79

Invoice	Date	Description	Amount
36500	09/01/2026	DUPLICATE KEYS-VARIOUS CITY SITES	$267.79

88028	09/10/2026	**LOS ANGELES COUNTY PUBLIC WORI**	$204,707.79

Invoice	Date	Description	Amount
PW-26051106422	05/11/2026	GRAND CROSSING PUMP STN MAINT	$9,097.92
PW-26081200709	08/12/2026	TRAFFIC SIGNAL MAINT	$2,219.64
PW-26081200708	08/12/2026	TRAFFIC SIGNAL MAINT	$8,862.59
PW-26081200707	08/12/2026	TRAFFIC SIGNAL MAINT	$46,507.94
PW-26081200473	08/12/2026	REPAIR SEWER LINE	$67,658.76
PW-26081200470	08/12/2026	SEWER SYSTEM MANAGEMENT PLAN	$1,971.36
PW-26081200452	08/12/2026	TRAFFIC SIGNING REPAIRS	$223.82
PW-26081200451	08/12/2026	PERMIT FEES-KELLA AVE STORM DRAIN	$191.67
PW-26081200443	08/12/2026	REPAIR STREET LIGHTS ON VARIOUS BRIDGES	$679.02
PW-26081200435	08/12/2026	TRAFFIC SIGNING & STRIPING REPAIRS	$27,975.58
PW-26081200430	08/12/2026	EMERGENCY CALL OUT ROAD SVC	$978.03
PW-26081200429	08/12/2026	STREET MAINT/INSPECTION	$7,792.42
PW-26081200428	08/12/2026	PAVEMENT PATCHING	$161.10
PW-26081200427	08/12/2026	INSPECTION OF SIDEWALK	$68.74

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CITY.WF.CHK - City General Wells Fargo				
	PW-26081200426	08/12/2026	CONCRETE REPAIRS	$21,055.69
	PW-26081200425	08/12/2026	LITTER/DEBRIS REMOVAL	$2,649.66
	PW-26081200423	08/12/2026	UPDATE TRAFFIC SIGNAL TIMING SHEETS	$3,893.44
	PW-26081200419	08/12/2026	GRAND CROSSING PUMP STN MAINT	$2,231.17
	PW-26081200406	08/12/2026	TRAFFIC SIGNAL INSPECT/TIMING SHEETS	$489.24
88029	09/10/2026		**MERRITT'S ACE HARDWARE**	$141.05
	Invoice	Date	Description	Amount
	153952	08/26/2026	MISC SUPPLIES-TONNER CYN	$141.05
88030	09/10/2026		**MORTISE & TENON BUILDING CORP**	$1,050.00
	Invoice	Date	Description	Amount
	594	08/19/2026	PURCHASE & INSTALL TV MOUNT-CITY HALL	$450.00
	590	08/14/2026	REPLACE GUARD SHACK LOCKBOX-METROLINK	$350.00
	600	08/25/2026	REPAIR VASE HOLDERS-HOMESTEAD	$250.00
88031	09/10/2026		**MR PLANT & INTERIOR BOTANICAL DI**	$910.00
	Invoice	Date	Description	Amount
	SEPT 25677	09/01/2026	PLANT MAINT-SEP 2026	$910.00
88032	09/10/2026		**NEXTIVA, INC.**	$2,514.47
	Invoice	Date	Description	Amount
	40006622857	08/24/2026	PHONE SVC FOR YAL	$366.09
	40006631966	08/27/2026	CITY HALL PHONE SVC	$2,148.38
88033	09/10/2026		**OLMOS PROFESSIONAL SERVICES**	$8,782.00
	Invoice	Date	Description	Amount

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CITY.WF.CHK - City General Wells Fargo				
	579	08/25/2026	JANITORIAL SVC-CITY HALL	$5,500.00
	580	08/25/2026	JANITORIAL SVC-IBC	$1,467.00
	581	08/25/2026	JANITORIAL SVC-YAL	$1,815.00
88034	09/10/2026		**PARS**	$940.45
	Invoice	Date	Description	Amount
	60966	08/17/2026	REP FEES-AUG 2026	$640.45
	60907	08/17/2026	ARS FEES-AUG 2026	$300.00
88035	09/10/2026		**POST ALARM SYSTEMS**	$377.87
	Invoice	Date	Description	Amount
	1975761	09/01/2026	MONITORING SVC-HOMESTEAD	$377.87
88036	09/10/2026		**PRICE, POSTEL & PARMA, LLP**	$6,498.50
	Invoice	Date	Description	Amount
	232305	07/09/2026	LEGAL SVC-JUN 2026	$6,498.50
88037	09/10/2026		**PROGRESSIVE TRAIL DESIGN, LLC**	$15,000.00
	Invoice	Date	Description	Amount
	1795	08/28/2026	MOUNTAIN BIKE TRAIL DESIGN-PHASE II	$15,000.00
88038	09/10/2026		**PUENTE BASIN WATER AGENCY**	$3,042.67
	Invoice	Date	Description	Amount
	2101	06/30/2026	GROUNDWATER MGMT PLAN PHASE 2 (JUN 2026)	$3,042.67
88039	09/10/2026		**RICOH USA, INC.**	$3,881.11
	Invoice	Date	Description	Amount

CITY OF INDUSTRY
WELLS FARGO BANK
September 10, 2026

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	598461479	08/31/2026	COPIER LEASE 9/15-10/14/26	$3,881.11	
88040	09/10/2026			**SAN GABRIEL VALLEY CITY MANAGEI**	$55.00
	Invoice	Date	Description	Amount	
	FY 26/27	08/19/2026	MEMBERSHIP DUES FY 26/27	$55.00	
88041	09/10/2026			**SATSUMA LANDSCAPE & MAINT.**	$192,050.51
	Invoice	Date	Description	Amount	
	0826CH-1	08/28/2026	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	$54,799.25	
	0826TA-1	08/28/2026	LANDSCAPE SVC-TEMPLE & AZUSA	$33,871.98	
	0826EC	08/28/2026	LANDSCAPE SVC-EXPO CENTER	$56,761.53	
	0826XROADS1	08/28/2026	LANDSCAPE SVC-CROSSROADS PKY NORTH & SOUTI	$46,617.75	
88042	09/10/2026			**SO CAL INDUSTRIES**	$90.54
	Invoice	Date	Description	Amount	
	816468	08/28/2026	FENCE RENTAL-IND HILLS	$90.54	
88043	09/10/2026			**SOUTHERN TIRE MART LLC - DEPT 14**	$21.05
	Invoice	Date	Description	Amount	
	7070036452	08/18/2026	REPAIR TIRE-BLACK FORD EXPLORER	$21.05	
88044	09/10/2026			**SQUARE ROOT GOLF & LANDSCAPE,**	$257,358.16
	Invoice	Date	Description	Amount	
	1886H	08/27/2026	LANDSCAPE SVC-VARIOUS CITY SITES	$181,501.50	
	1885ELHM	08/27/2026	LANDSCAPE SVC-HOMESTEAD	$19,302.61	
	1886H-1	08/27/2026	SIGN REPAIR & INSTALLATION	$1,554.72	
	1886H-2	08/27/2026	GRAFFITI REMOVAL	$5,013.94	

CITY OF INDUSTRY
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September 10, 2026

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	1886H-3	08/27/2026	HAZARDOUS WASTE REMOVAL	$885.26	
	1883ELHM	08/27/2026	LANDSCAPE SVC-DON JULIAN NORTH & SOUTH	$5,211.70	
	1886H-4	08/27/2026	LANDSCAPE SVC-TONNER CYN	$34,770.43	
	1884ELHM	08/27/2026	LANDSCAPE SVC-EL ENCANTO	$9,118.00	
88045	09/10/2026			**ST. LOUIS OF FRANCE CHURCH**	$1,000.00
	Invoice	Date	Description	Amount	
	8/18/2026	08/18/2026	SPONSORSHIP-GOLF TOURNAMENT 2026	$1,000.00	
88046	09/10/2026			**STILLWATER SCIENCES**	$4,844.00
	Invoice	Date	Description	Amount	
	09180039	08/27/2026	FOLLOW'S CAMP PROJECT	$4,844.00	
88047	09/10/2026			**T2 UTILITY ENGINEERS**	$29,152.50
	Invoice	Date	Description	Amount	
	624125	08/18/2026	ENG SVC-BIXBY & CHESTNUT	$29,152.50	
88048	09/10/2026			**TBS CLEANING SERVICES**	$595.00
	Invoice	Date	Description	Amount	
	15730	08/25/2026	JANITORIAL SVC-HOMESTEAD	$595.00	
88049	09/10/2026			**THOMSON REUTERS WEST - PAYMEN**	$456.56
	Invoice	Date	Description	Amount	
	854006393	08/25/2026	WEST'S ANNO CALIF CODE BOOKS	$456.56	
88050	09/10/2026			**TURBO DATA SYSTEMS, INC**	$374.00
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
September 10, 2026

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	49368	07/31/2026	CITATION PROCESSING JUN/JUL 2026	$374.00	
88051	09/10/2026			**UNION PACIFIC RAILROAD COMPANY**	$5,115.39
	Invoice	Date	Description	Amount	
	90166188	08/10/2026	EW BIKE PATH BEAUTIFICATION	$5,115.39	
88052	09/10/2026			**WEST COAST ARBORISTS, INC.**	$83,588.00
	Invoice	Date	Description	Amount	
	247558	07/31/2026	TREE MAINT 7/16-7/31/26	$32,981.00	
	244803	05/31/2026	TREE MAINT 5/16-5/31/26	$28,125.00	
	246526	06/30/2026	TREE MAINT 6/16-6/30/26	$22,482.00	
88053	09/10/2026			**WKE, INC**	$14,387.90
	Invoice	Date	Description	Amount	
	1200856886	08/21/2026	GRAND AVE NB WIDENING OVER SAN JOSE CREEK	$14,387.90	

Checks	Status	Count	Transaction Amount
	Total	**83**	**$1,881,388.08**

ITEM NO. 6.2

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Yvette Padilla, Management Analyst II
Bing Hyun, Asst. City Manager

DATE: September 15, 2026

SUBJECT: Consideration of Amendment No. 4 to the Professional Services Agreement with CU Technology, LLC, dba Acorn Technology Services, for Information Technology Support Services, increasing compensation by $303,766.20, extending the agreement through October 31, 2027 and updating the Rate schedule

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Background:

On October 28, 2021, the City Council approved a Professional Services Agreement ("Agreement") with Acorn Technology Services ("Acorn"), to provide technology support services through October 31, 2024, for a not-to-exceed amount of $659,200.00. On September 26, 2024, the City Council approved Amendment No. 1, which extended the Agreement through October 31, 2025, and increased compensation by $301,840.00. On September 25, 2025, the City Council approved Amendment No. 2, which extended the Agreement through October 31, 2026, and increased compensation by $300,869.12. Amendment No. 3 was approved on June 25, 2026 to increase compensation by $151,486.50, for technology infrastructure projects.

Discussion:

Acorn has provided the City's managed IT services for the past five years, supporting day-to-day operations and implementing projects to modernize the City's technology infrastructure. Amendment No. 4 extends the Agreement through October 31, 2027, increases compensation by $303,766.20 and updates the rate schedule. During the extension period, the City will evaluate its managed IT service needs in accordance with industry best practices to ensure continued value, efficiency, and service quality.

Fiscal Impact:

Table 1 – Summary of Consultant Costs

	Contract Amount
Professional Services Agreement	$659,200.00
Amendment No. 1	$301,840.00
Amendment No. 2	$300,869.12
Amendment No. 3	$151,486.50
Proposed Amendment No. 4	$303,766.20
	$1,717,161.82

The proposed Amendment No. 4 increases compensation by $303,766.20. Funding for these services is included in the proposed Fiscal Year 2026/2027 budget, which allocates $500,000.00 for Professional and Technical Services (Account No. 100-525-5120.01). No additional appropriations are required at this time.

Recommendation:

Staff recommends that the City Council approve Amendment No. 4 to the Agreement.

Exhibits:

1. COI Acorn Technology Services Amendment No 4

AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT WITH
ACORN TECHNOLOGY SERVICES

This Amendment No. 4 to the Professional Services Agreement ("Agreement"), is made and entered into this 15th day of September 2026 ("Effective Date"), by and between the City of Industry, a California municipal corporation ("City") and CU Technology LLC, dba Acorn Technology Services, a California Limited Liability Company ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, on or about October 28, 2021, the Agreement was entered into and executed between the City and Consultant for information technology services; and

WHEREAS, on or about September 26, 2024, Amendment No. 1 was entered into extending the term through October 31, 2025, amending the scope of services, updating the rate schedule, and increasing compensation by $301,840.00; and

WHEREAS, on or about September 25, 2025, Amendment No. 2 was entered into extending the term through October 31, 2026, amending the legal name of Consultant to CU Technology LLC, dba Acorn Technology Services, updating the rate schedule, and increasing compensation by $300,869.12; and

WHEREAS, on or about June 24, 2026, Amendment No. 3 was entered into updating the Scope of Services, Rate Schedule and increasing compensation by $151,486.50; and

WHEREAS, the Parties desire to amend the Agreement to extend the Agreement through October 31, 2027, update the rate schedule, and provide a companion increase in compensation of $303,766.20; 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, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

Section 1. TERM

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

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

Section 4. PAYMENT

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

This amount shall not exceed One Million Four Hundred Thirteen Thousand Three Hundred Ninety-Five Dollars and Sixty-Two Cents ($1,413,395.62.) 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.

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 Amendment No. 4 to be executed as of the Effective Date.

"CITY"
City of Industry

By: _____
Joshua Nelson, City Manager

"CONSULTANT"
CU Technology, LLC

By: _____
Craig Wolynez, COO

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT NO. 1

EXHIBIT B

RATE SCHEDULE

Monthly IT Managed Services

Service	Quantity	Price	Amount
Workstation Support	73	$90.00	$6,570.00
Server Support	23	$250.00	$5,750.00
SAN Support	1	$250.00	$250.00
Firewall Support	4	$155.00	$620.00
Switch Support	21	$85.00	$1785.00
WAP Support	13	$40.00	$520.00
Additional Locations	4	$200.00	$800.00
Microsoft 365 Support	1	$300.00	$300.00
Full-Time Onsite Engineer	1	$9,458.85	$9,458.85
		Service Discount	($750.00)
		Monthly Total	**$25,313.85**

Technology Infrastructure Improvement Projects

Project Name	**Cost**
Server Upgrades	$54,054.00
Firewall Upgrades	$3,432.00
Switches Upgrades	$44,830.50
WAPs	$14,586.00
Datto BCDR	$2,574.00
Cybersecurity Compliance and Risk Mitigation	$32,010.00
Total	**$151,486.50**

ITEM NO. 6.3

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

DATE: September 15, 2026

SUBJECT: Consideration of Amendment No. 5 to the Professional Services Agreement with Biggs Cardosa Associates, Inc., for Consulting Services for the repainting of the Azusa Avenue Bridge over Valley Boulevard Project, extending the term through September 30, 2029, revising the rate schedule, and increasing compensation by $16,500.00 (MP 10-08 #6)

Background:

The Azusa Avenue Bridge is a stringer/girder concrete bridge that was constructed in 1967, with six lanes, and is approximately 98 feet wide and 740 feet in length. The bridge currently has paint which contains an amount of lead over 9.9 (mg/cm^2), which is over the action level of 1.5 (mg/cm^2), requiring all removal to be performed in an abatement/containment environment. A permit from the Union Pacific Railroad ("UPRR") is required to complete any work over the railroad tracks. Railroad flagmen are required when the painting activities are performed over the tracks.

In June 2013, the City was awarded a federal grant from the Federal Highway Administration ("FHWA") for the repainting of the Azusa Avenue Bridge through the Local Highway Bridge Program, administered by the Local Assistance Division of Caltrans District 7. These federal grant funds have been utilized to pay for preliminary engineering and construction activities. The estimated cost of the project is $10,153,530. Of that total, $8,988,920 is funded through the federal funds. The remaining balance is funded by the City.

Federal law and regulations were followed to select the consulting firm for this project. The selection panel determined that Biggs Cardosa Associates, Inc. ("BCA") was qualified to provide the specialized services for this project. On December 10, 2015, the City Council approved a Professional Services Agreement ("Agreement") with BCA. BCA has been providing professional civil engineering services for the repainting of the Azusa Avenue Bridge over Valley Boulevard.

On April 25, 2019, the City Council approved Amendment No. 1 to the Agreement which extended the term through September 30, 2021, and added the scope of services that included providing construction support, assisting in bid support tasks and the procurement and evaluation of bids. On May 28, 2020, the City Council approved Amendment No. 2 to the Agreement to revise the rate schedule. On August 26, 2021, the City Council approved Amendment No. 3 extending the term through September 30, 2023, revising the rate schedule, revising the indemnity provisions, and revising the address for the City. On September 28, 2023, the City Council approved Amendment No. 4 to the Agreement extending the term through September 30, 2026, revising the rate schedule, and increasing compensation by $15,500.00.

Discussion:

Over the past years, Caltrans' funding program has experienced delays and thus additional time is necessary to complete the tasks outlined in the Agreement, including updating design plans and specifications to meet Caltrans' latest standards and coordination with UPRR. Therefore, Amendment No. 5 is necessary to extend the term through September 30, 2029, and revise the rate schedule to reflect the BCA's current rates. Additionally, it is necessary to increase compensation by $16,500.00.

Fiscal Impact:

Table 1 - Summary of Costs

Contract Amount	$310,625.00
Amendment No. 1	$88,768.00
Amendment No. 2	$25,804.00
Amendment No. 4	$15,500.00
Amendment No. 5	$16,500.00
Revised Project Cost	**$457,197.00**

The fiscal impact is $16,500.00. In the adopted Fiscal Year 2026-2027 Capital Improvement Project budget, $5,000.00 is approved and is sufficient funds for this fiscal year (Account No. 120-705-5130) (MP 10-08 #6).

Recommendation:

Staff recommends the City Council approve Amendment No. 5 to the Agreement with Biggs Cardosa Associates, Inc.

Exhibits:

1. Amendment No. 5 to the Professional Services Agreement with Biggs Cardosa Associates, Inc., dated September 15, 2026
2. Professional Services Agreement with Biggs Cardosa Associates, Inc., dated December 10, 2015

AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT WITH
BIGGS CARDOSA ASSOCIATES INC.

This Amendment No. 5 to the Professional Services Agreement ("Agreement") is made and entered into this 15th day of September 2026, ("Effective Date") by and between the City of Industry, a California municipal corporation ("City") and Biggs Cardosa Associates, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, on or about December 10, 2015, the Agreement was entered into and executed between the City and Consultant for the repainting of the Azusa Avenue Bridge over Valley Boulevard; and

WHEREAS, on or about April 25, 2019, Amendment No. 1 was approved, extending the term of the Agreement through September 30, 2021, and allowing for additional services including providing construction support services, assisting in bid support tasks and the procurement and evaluation of bids, thereby increasing compensation by $88,768.00 for a total amount not-to-exceed $399,393.00; and

WHEREAS, on or about May 28, 2020, Amendment No. 2 was approved, increasing compensation by $25,804.00 for a total amount not-to-exceed $425,197.00; and

WHEREAS, on or about August 26, 2021, Amendment No. 3 was approved extending the term of the Agreement through September 30, 2023, revising the rate schedule, revising the indemnity provisions, and revising the address for the City; and

WHEREAS, on or about September 28, 2023, Amendment No. 4 was approved extending the term of the Agreement through September 30, 2026, revise the rate schedule, , and increase in compensation in the amount of $15,500.00 for a total amount not-to-exceed $440,697.00; and

WHEREAS, the Agreement expires on September 30, 2026, and the Parties desire to allow additional time for Consultant to complete the work related to Caltrans' right-of-way requirements, and Union Pacific Railroad coordination, requiring design plan and specification updates to meet Caltrans' latest standards. The Parties further desire include a companion increase in compensation in the amount of $16,500.00; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 5, as set forth below.

AMENDMENT

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than September 30, 2029, unless sooner terminated pursuant to the provisions of this Agreement.

7. PAYMENT

Second sentence in Section 7 (a) is to be revised as follows:

This amount shall not exceed Four Hundred Fifty Seven Thousand One Hundred Ninety Seven Dollars ($457,197.00) 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. 5 to the Agreement as of the Effective Date.

"CITY"
City of Industry

By: _____
Joshua Nelson, City Manager

"CONSULTANT"
Biggs Cardosa Associates, Inc.

By: _____
Ronald Oen, Principal

Attest:

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

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 1 TO AMENDMENT NO. 5

EXHIBIT A
Rate Schedule

Classification	10/1/2026 - 9/30/2027	10/1/2027 - 9/30/2028	10/1/2028 - 9/30/2029
Senior Principal	$422.00	$443.00	$465.00
Principal	$338.00	$355.00	$373.00
Associate	$311.00	$327.00	$343.00
Engineering Manager	$272.00	$286.00	$300.00
Senior Engineer	$244.00	$256.00	$269.00
Project Engineer	$223.00	$234.00	$246.00
Staff Engineer	$205.00	$215.00	$226.00
Assistant Engineer	$187.00	$196.00	$206.00
Junior Engineer	$172.00	$181.00	$190.00
Intern	$137.00	$144.00	$151.00
Senior CAD/BIM Specialist	$195.00	$205.00	$215.00
CAD Drafter II	$172.00	$181.00	$190.00
CAD Drafter I	$156.00	$164.00	$172.00
Administrative Director	$311.00	$327.00	$343.00
Senior Project Administrator	$244.00	$256.00	$269.00
Project Administrator	$219.00	$230.00	$242.00
Project Coordinator	$194.00	$204.00	$214.00
Administrative Assistant	$142.00	$149.00	$156.00
Construction Manager	$326.00	$342.00	$359.00
Senior Structural Representative	$289.00	$303.00	$318.00
Structural Representative	$254.00	$267.00	$280.00
Assistant Structures Representative	$215.00	$226.00	$237.00
Senior Bridge Inspector	$244.00	$256.00	$269.00
Inspection Department Manager	$272.00	$286.00	$300.00
Inspector Level V	$244.00	$256.00	$269.00
Inspector Level IV	$223.00	$234.00	$246.00
Inspector Level III	$205.00	$215.00	$226.00
Inspector Level II	$187.00	$196.00	$206.00
Inspector Level I	$172.00	$181.00	$190.00

EXHIBIT B TO AMENDMENT NO. 5

PROFESSIONAL SERVICES AGREEMENT WITH BIGGS CARDOSA ASSOCIATES, INC. DATED DECEMBER 10, 2015

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of December 10, 2015 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Biggs Cardosa Associates, 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 November 30, 2016, 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. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the City. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Scope of Services, without prior written approval by the City.

(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 engineering 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. FEDERAL CONFLICTS OF INTEREST PROVISIONS

(a) Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

(c) Any subcontract in excess of Twenty Five Thousand Dollars ($25,000.00) entered into as a result of this Agreement, shall contain all of the provisions of this Section.

(d) Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

4. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

(a) Consultant certifies to the best of its knowledge and belief that:

1. No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative contract.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative contract; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

(c) Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000.00, and that all such sub recipients shall certify and disclose accordingly.

5. CONSULTANT'S REPORTS/MEETINGS

(a) Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the City to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

(b) Consultant's Project Manager shall meet with the City, as needed to discuss progress on the project.

6. MANAGEMENT

The 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.

7. PAYMENT

(a) The City agrees to pay Consultant progress payments, monthly in arrears based on services provided and allowable incurred costs, 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 Three Hundred Ten Thousand Six Hundred Twenty-Five Dollars ($310,625.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement. The use of subcontractors shall not be considered a reimbursable expense, and such costs shall be applied towards the approved budget amount.

(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 Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 10.

8. RETENTION OF FUNDS

(a) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

(b) No retainage will be withheld by the City from progress payments due Consultant. Retainage by Consultant or subcontractors is prohibited, and no retainage will be held by Consultant from progress due subcontractors. Any violation of this provision shall subject the violating Consultant or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual,

administrative, or judicial remedies otherwise available to Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by Consultant or deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Consultant and subcontractors.

9. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

(a) Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

(b) Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments.

(c) Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

(d) All subcontracts in excess of Twenty-Five Thousand Dollars ($25,000.00) shall contain the above provisions.

10. 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.

11. OWNERSHIP OF DOCUMENTS/RETENTION OF RECORDS/AUDIT

(a) For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All Parties shall make such materials available at their respective offices at all reasonable times during the Term of

the Agreement and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of Twenty Five Thousand Dollars ($25,000.00) shall contain this provision.

(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.

12. 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.

13. 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.

14. 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.

15. 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.

16. AUDIT REVIEW PROCEDURES

(a) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by the Agreement, shall be reviewed by City's Finance Director.

(b) Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Finance Director of unresolved audit issues. The request for review will be submitted in writing.

(c) Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

(d) Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, Rate Schedule and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by the City to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by the City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

17. SUBCONTRACTING

(a) Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant.

(b) Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to Consultant.

(c) Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the City, except that, which is expressly identified in the approved Rate Schedule.

(d) Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by City.

(e) Any subcontract in excess of Twenty Five Thousand Dollars ($25,000.00) entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

(f) Any substitution of subconsultant(s) must be approved in writing by the City prior to the start of work by the subconsultant(s).

18. EQUIPMENT PURCHASE

(a) Prior authorization in writing, by the City shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars ($5,000.00) for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

(b) For purchase of any item, service or consulting work not covered in the Scope of Work, and exceeding Five Thousand Dollars ($5,000.00) prior authorization by the City; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

(c) Any equipment purchased as a result of this Agreement is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of Five Thousand Dollars ($5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit at the conclusion of the Agreernent, or if the Agreement is terminated, Consultant may either keep the equipment and credit the City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit the City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City."

(d) All subcontracts in excess of Twenty Five Thousand Dollars ($25,000.00) shall contain the above provisions.

19. STATE PREVAILING WAGE RATES

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1775, and all federal, state, and local laws and ordinances applicable to the work.

(b) Any subcontract entered into as a result of this Agreement if for more than Twenty Five Thousand Dollars ($25,000.00) for public works construction or more than Fifteen Thousand Dollars ($15,000.00) for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

20. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

21. CONTINGENT FEE

Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon a contract or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, the City has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

22. STATEMENT OF COMPLIANCE

(a) Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

(b) During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry,

religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.

(c) Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

(d) Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

23. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

(a) This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

(b) The goal for DBE participation for this Agreement is **7.82%.** Participation by DBE Consultants or subconsultants shall be in accordance with information contained in C Consultant's Proposal DBE Commitment (Exhibit 10-O1), or in Consultant's Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, Consultants must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

(c) DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Consultants or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultants shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

(d) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

(e) A DBE firm may be terminated only with prior written approval from City and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting City's consent for the termination, Consultants must meet the procedural requirements specified in 49 CFR 26.53(f).

(f) A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

(g) A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

(h) If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

(i) Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultant shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

(j) Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by Consultants or Consultant's authorized representative and shall be furnished to the City with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the City.

(k) If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to City within 30 days.

24. DEBARMENT AND SUSPENSION CERTIFICATION

(a) Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

(c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

25. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

26. 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.

27. 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.

28. 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

P.O. Box 4131
West Covina, CA 91791

To Consultant: Michael Thomas, SE
Principal
Biggs Cardosa Associates, Inc.
500 S. Main Street, Suite 400
Orange, CA 92868

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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: _____
Paul J. Phillips, City Manager

"CONSULTANT"
Biggs Cardosa Associates, Inc.

By: _____
Michael Thomas, Principal

Attest:

By: _____
Diane M. Schlichting, Acting 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

EXHIBIT A

SCOPE OF SERVICES

Preparation of plans, specifications and cost estimates (PS&E) for the removal of lead based paint and recoating of the Azusa Avenue Bridge over Chestnut Street, San Jose Flood Control Channel, Union Pacific Railroad (UPRR) and Valley Blvd. (State Bridge No. 53C0289). The work includes the preparation of an environmental compliance report, environmental assessments, preparation and processing of all permits, technical assistance with Caltrans compliance management and support during the bidding and repainting contract phases.

TASK 1 PROJECT MANAGEMENT AND CALTRANS CONTRACT MANAGEMENT ASSISTANCE

The Consultant shall perform activities necessary to plan, direct, and coordinate the work of the project team and provide progress reporting. The fee estimate provided in appendix A includes project management and administration tasks for preliminary and final design phases.

A. Project Administration / Budgeting / Cost Accounting

- Develop work plan and work breakdown structure
- Develop person-hour estimates
- Supervise, coordinate, and monitor design for conformance with City of Industry and Caltrans standards and policies
- Monitor and report Project Progress for adherence to schedule and budget (monthly)
- Prepare monthly progress reports
- Prepare accounting summary for internal review (weekly)
- Prepare invoice summary and billing status (monthly)
- Set up Filling System
- Make arrangements with and obtain permission from City for Consultant to work on the City road
- Assist the City in obtaining permission to enter private property for engineering services
- Employ and monitor work of subconsultants
- Close and archive the project records at the end of the project
- This proposal is based on an hourly rate (time + materials). A detailed hour breakdown is included in Exhibit B

B. Meetings / Agency Coordination

- Attend in-person progress meeting or provide teleconference call for progress review meetings. Assume that in-person meetings will

take place once per quarter, and teleconferences will place in all other months.

- Prepare meeting notes and distribute to all attendees
- Perform as-needed coordination with third party agencies

C. Highway Bridge Program ("HBP") Local Program Compliance Support

- Assist the City with yearly HBP survey funding updates for this project
- Assist the City with preparation of certification requests required prior to requesting the federal Request for Funding Authorization ("RFA") form for the issuance of a federal E-76 approval for the use of federal construction grant funds
- Assist the CITY with preparation of the required exhibits to request authorization for construction

D. Project Schedule

- Update the overall project schedule as required based on the progress of the project development.

E. Quality Assurance

Implement Biggs Cardosa Associates ("BCA") quality control plan and quality control procedures during project studies and preparation of deliverables. The Quality Assurance (QA) program at Biggs Cardosa Associates employs a company-wide approach that establishes and oversees policies, procedures, standards and guidelines aimed at producing a superior level of quality on every project. Quality control is maintained by a parallel two-phase process on each individual project.

The first phase consists of a systematic review process prior to performing the preliminary engineering, where project manager sets up a detailed work plan and schedule of the work to be performed and continuously monitor progress of the project. The project manager is also responsible for supervising project engineers and staff engineers. Project engineers and staff engineers will perform the majority of the structural calculations and construction documents development, and will report to the project manager. All bid documents, calculations and reports will be reviewed by the project manager. The project manager is responsible to the client from initial contact through completion of the entire project.

The second phase of quality control is to have an independent check team lead by an engineering manager or higher (not involved in the original design engineering) provide an in-depth independent review of the design calculations, quantity estimate and construction documents. The independent check team will provide a senior review of all deliverables. Where different disciplines are involved, the independent check team will also perform cross-checking to avoid interdisciplinary conflict and misalignment.

F. Deliverables

- One copy of progress report (monthly)
- One copy of invoice summary (monthly)
- Required exhibits for HBP Local Program Compliance
- Updates to the project schedule as required
- Copies of meeting notes prepared by Consultant and distribution to all attendees

TASK 2 PRELIMINARY ENGINEERING

Consultant shall initiate the third party coordination (UPRR, regulatory agencies, etc), perform initial environmental studies, and include the preparation of 25% conceptual design.

A. Data Gathering and Existing Documentation Review

Gather and review all available as-built plans, inspection reports, previous hazardous material reports, and other documents. Perform field review to confirm the following:

- Verify compliance with as-built plans and note discrepancies
- Note potential work site assess points and equipment staging areas
- Measure and verify key dimensions
- Note all utilities supported on structure

B. Roadway Supplemental Survey / Base Mapping

- Perform aerial survey of the project site
- Develop base map to be used as the existing conditions map for project development
- Use High Definition Surveying to determine top of rail elevations without needing to gain access into the UPRR right-of-way
- Perform onsite topographic surveys

C. Third Party Preliminary Design Coordination

Initiate coordination with local agencies, UPRR, local flood control districts, utility companies, etc., to make them aware of the project and to obtain their interest and requirement for the project. Continue coordination efforts until all permitting, encroachment permits and third party approvals are granted

D. Preliminary Environmental Impact Assessment / Phase I Initial Site Assessment ("ISA")

Review existing project documentation to identify recognized environmental conditions at the site

- Perform a site reconnaissance for visual indications on the ground surface of hazardous materials or hazardous waste contamination

Deliverables:

- One electronic copy and up to three hard copies of the Phase I ISA

Preliminary Environmental Study ("PES") / Field Review

- Prepare draft PES form and submit to Caltrans for review
- Hold a field review meeting with Caltrans and the CITY to discuss the PES form and obtain approval of the PES form

Deliverables:

- One electronic copy and up to three hard copies of the PES Form; signed National Environmental Policy Act ("NEPA") Categorical Exclusion ("CE")

Preliminary Engineering (25% Planning Design)

- Prepare preliminary General Plan and Coordination Exhibits
- Prepare preliminary Construction Cost Estimate

Deliverables:

- 25% Level Plan Set Drawings and Coordination Exhibits (11"x17" Plots)
- 25% Level Construction Cost Estimate

TASK 3 ENVIRONMENTAL APPROVAL AND TECHNICAL STUDIES

A. CEQA Determination and Filing

B. Prepare CEQA CE determination and signed exemption form

- File Notice of Exemption with the LA County Clerk's office

The project is exempt from the provisions of California Environmental Quality Act (CEQA") under CEQA Section 15301 Class 1, Existing Facilities, which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project involves the regular painting of the Azusa bridge overcrossing to extend its functional life and will not alter or expand upon the basic function or operation of the overcrossing. As such, Categorical Exemption will be the appropriate level of CEQA documentation.

Deliverables:

- One electronic copy and up to three wet-signed copies of the CEQA Determination Form
- Complete Environmental Record

C.NEPA CE and Filing

Coordination with Caltrans such that Caltrans submits signed PES form to Federal Highway Administration ("FHWA") to obtain NEPA clearance. Caltrans does not require public scoping for NEPA CE projects, and it is not anticipated that any other public outreach activities will be required during the environmental process. No public outreach activities have been included in this scope of work.

Deliverables:

- One electronic copy and up to three signed copies of the NEPA CE Determination

D.Phase II Environmental Site Assessment (PSI) and Steel Bridge Paint Survey

Perform hazardous materials testing including asbestos containing materials survey and steel bridge paint survey on 10 bridge steel paint samples.

Deliverables:

- One electronic copy and up to three wet-signed copies of the final Phase II ESA and steel bridge paint survey

TASK 4 FINAL DESIGN ENGINEERING (PS&E SUBMITTALS)

Final design engineering will include roadway and bridge design and preparation of PS&E. The Consultant will perform the final design engineering services anticipating a round of comments to address from the local agencies and third party stakeholders on the 60% and 90% submittals. Because this project is funded with HBRRP funds, Caltrans review comments will be limited to funding oversight issues and not consist of a technical review.

A. Unchecked Design Submittal (60% Design)

Prepare unchecked Structural Plans

- Develop Drawing Control
- Develop General Plan and Title Sheet

Prepare Traffic Handling Plans

Prepare Median Demolition and Street Improvement Plans

Prepare Unchecked Quantities and Estimate

- Develop preliminary quantities
- Prepare preliminary engineer's estimate
-

Prepare Draft Specifications

- Establish pay item list
- Assemble and modify Caltrans "Standard Special Provisions"
- Prepare special provisions for non-standard items
- Coordinate interface specifications between Civil, Environmental, and Structures Specifications
- Coordinate with City and Los Angeles County regarding specific painting specifications to be incorporated
- Coordinate and finalize draft specifications

Deliverables:

- Three half-size sets of plans (Title sheer, civil, structural)
- Three sets of Draft Special Provisions
- Engineer's Estimate
-

B. Checked Design Submittal (90% Design)

Perform in-house Quality Control ("QC") check of 60% PS&E submittal by an independent design team

The independent design team performs the following:

- Reviews 60% level plans for completeness, consistency, constructability
- Performs QC check of cost estimate and quantity calculations
- Reviews 60% Draft Special Provisions

Address in-house QC check comments of 60% PS&E

Address local agency and 3rd party review comments to 60% PS&E submittal

Coordinate and finalize 90% PS&E submittal

Deliverables:

- Three half-size sets of plans (Title sheet, civil, structural)
- Three sets of Special Provisions
- Engineer's Estimate

C. Final Design Submittal (100% Design)

- Address local agency and third party review comments to 90% PS&E Submittal
- Prepare HBP exhibits for Request for Authorization (RFA) for E-76 for construction
- Coordinate and finalize 100% PS&E submittal

Deliverables:

- Three half-size sets of plans (Title sheet, civil, structural)
- Three sets of Special Provisions
- Engineer's Estimate
- All exhibits required for construction E-76 RFA

D. Bidding Assistance and Addressing Bid Inquiries

- The Consultant will assist the City as requested during bidding. The work may include answering questions, providing consultation and interpretation of the construction documents, and assisting the City in preparation of addenda to the PS&E during the advertisement period.

Deliverables:

- Responses to bid inquiries and preparation of addenda as required

TASK 5 CONSTRUCTION PERMITS (REGULATORY AND UPRR)

A. California Fish and Game Code 1602 Streambed Alteration Agreement

- Prepare a Section 1602 Streambed Alteration Notification package to CDFW because the project work will be performed over the San Jose Creek. Because the painting work would be conducted from outside of the San Jose Creek channel, a Clean Water Act (CWA) Section 404 Permit and CWA Section 401 Water Quality Certification, required for dredge and fill activities, would not be required. Because the painting work would be conducted from outside of the San Jose Creek channel, a Clean Water Act (CWA) Section 404 Permit and CWA Section 401 Water Quality Certification, required for dredge and fill activities, would not be required.

Deliverables:

- One electronic copy and up to three hard copies of the 1602 permit application package

B. UPRR Construction Encroachment Permit

Initial Coordination / Project Notification Permit

- Submit plans, specifications, and estimate package to the UPRR as a Draft 100% UPRR submittal for review and to obtain UPRR permit approval

Deliverables:

- Project Notification Letter
- Draft 100% UPRR Submittal and UPRR Encroachment Permit Application

TASK 6 CONSTRUCTION SUPPORT SERVICES

Construction support services will include reviewing contractor submittals, clarifying the contract documents, preparing change orders, and preparing record drawings.

A. Construction Support

The Consultant will assist the CITY as requested during construction to:

- Attend the Pre-Construction Meeting
- Respond to Requests for Information (RFI's)
- Review shop drawings
- Review material submittals
- Develop and issue Contract Change Orders' ("CCO")
- Develop record drawings

- Responding to RFIs and developing associated contract change orders to clarify the contract documents is included in this scope of work. Responding to RFIs and developing associated change orders to address alternative construction methods, unforeseen field conditions, etc. is not included in this scope of work.
- It is anticipated that the City will retain a qualified Construction Management ("CM") firm to handle the project construction. Biggs Cardosa Associates ("BCA") will perform the review of all structural shop drawings and structural submittals required by the project specifications and the Caltrans Standard Specifications that are design related (suspended scaffolding, etc.) Field level submittals that do not affect the design of the project will be reviewed by the project Resident Engineer or Structures Representative retained by the City during construction.

Deliverables:

- Response to RFI's
- Stamped shop drawing and material submittals
- CCO's
- Record drawings

EXHIBIT B

RATE SCHEDULE

EXHIBIT B

AZUSA AVE BRIDGE (PAINT REHABILITATION)

Engineering and Design Services

Estimate of Labor Effort

27-Oct-15

Task	Description	BCA: PIC & UPRR Coordinator (MAT)	BCA: Project Manager (RLO)	BCA: QA Manager (MMH)	BCA: Senior Engineer	BCA: Project Engineer	BCA: Senior Drafter	BCA: Administrative	BKF: Project Manager	BKF: Roadway Engineer	BKF: Geometrician	BKF: Civil Engineer	BKF: Engineer I / Surveyor I	BKF: Survey Manager	BKF: Survey Crew (2-man crew)	GPA: Principal Environmental Planner	GPA: Environmental Project Manager	GPA: Associate Environmental Planner	GPA: Assistant Environmental Planner	GPA: Senior Biologist/QA-QC Reviewer	GPA: Associate Biologist	Entek: Lead Inspector	Entek: Certified Industrial Hygienist	Entek: Project Management	Total Hours	Total Fee
	Staff Category Fully Loaded Charge Rate -->	$260	$182	$260	$143	$118	$119	$70	$231	$169	$156	$140	$96	$231	$309	$201	$127	$106	$77	$148	$72	$111	$135	$150		$ -
	PART 1: PREPARATION AND APPROVAL OF STRATEGY REPORT																									
Task 1	**Project Management & Caltrans Contract Management Assistance**																									
	Project Administration/ Budgeting/ Cost Accounting	2	60					10																	72	$12,159
	Meetings/Agency Coordination	8	80		60																				148	$25,264
	HBP Local Program Compliance Support		10		40																				50	$7,560
	Project Schedule		4			12																			16	$2,147
	Quality Assurance			16																					16	$4,158
	Subtotal	10	154	16	100	12	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	302	$51,267
Task 2	**Preliminary Engineering**																									
	Data Gathering and Existing Documentation Review		4		24	8			2			8	16												62	$8,235
	Roadway Supplemental Survey / Base Mapping		4								12	4	12	8	60										100	$24,735
	3rd Party Preliminary Design Coordination (City of La Puente, UPRR, SCE, LA County FCD, etc.)	30	30		8				8	4															80	$16,932
	Preliminary Environmental Study (PES) / Field Review		16		8											23	79	10	58	10	32				236	$28,024
	Preliminary Engineering (25% Planning Design)		8		16	24	16		2	6	6	16	20												114	$15,069
	Subtotal	30	62	0	56	32	16	0	12	10	18	28	48	8	60	23	79	10	58	10	32	0	0	0	592	$92,997
Task 3	**Environmental Approvals and Tech Studies**																									
	CEQA Determination and Filing																3	8							11	$1,229
	NEPA CE Filing																1	2							3	$339
	Steel Bridge Paint Survey																					24		6	30	$3,563
	Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	10	0	0	0	24	0	6	44	$5,131
Task 4	**Final Design Engineering (PS&E Submittals)**																									
	Unchecked Design Submittal (60% PS&E)		8		40	80	20		2	4	12	24	44										20		254	$32,327
	Checked Design Submittal (90% PS&E)		6	8	40	70	16		2	8	16	40	60										8		274	$35,847
	Final Design Submittal (100% PS&E)		6		20	40	12		2	4	6	14	16										4		124	$16,229
	Bidding Assistance & Addressing Bid Inquiries		4		16	8	4		2	2	8		12												56	$7,648
	Subtotal	0	24	8	116	198	52	0	8	18	42	78	132	0	0	0	0	0	0	0	0	0	32	0	708	$92,052
Task 5	**Construction Permits (Regulatory and UPRR)**																									
	California Fish and Game Code 1602 Streambed Alteration Agreement																			12	40				52	$4,645
	UPRR Construction Encroachment Permit	8	16																						24	$4,995
	Subtotal	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	40	0	0	0	76	$9,640
Task 6	**Bidding and Construction Support**																									
	Attending Pre-Construction Meeting	4	8						2				2												16	$3,151
	Addressing Construction RFIs		8		40	20				4		4	4												80	$11,180
	Review Shop Drawings and Material Submittals		4		20	40																			64	$8,323
	Developing and Issuing CCOs		4		8	16	8		1	2		4													43	$5,848
	Development of As-Built Record Drawings		4		8	16	16						6												50	$6,248
	Subtotal	4	28	0	76	92	24	0	3	6	0	8	12	0	0	0	0	0	0	0	0	0	0	0	253	$34,747
	Project Total Labor	52	284	24	348	334	92	10	23	34	60	114	192	8	60	23	83	20	58	22	72	24	32	6	1975	$285,853
	Total Hours Per Consultant				1,144							491						278					62		1975	
	PART 1 - DIRECT EXPENSES																									
	Plotting, Printing, and Postage				$1,000							$750						$662								$2,412
	Travel				$1,250																		$1,000			$2,250
	Aerial Survey											$3,960														$3,960
	Hazardous Material Studies [Phase I ISA (Task 2) and Phase II PSI (Task 3)] - **2nd Tier Sub (Non-DBE)**																	$12,650								$12,650
	Bridge Paint Lab Testing - CAM 17 Metals - 10 Samples at $350 per Sample = Total $3,500 [Task 3]																						$3,500			$3,500
																										$0
																										$0
																										$0
																										$0
																										$0
																										$0
																										$0
																										$0
																										$0
	Project Total Reimbursable Expenses				$2,250							$4,710						$13,312					$4,500			$24,772
	Salary Escalation Rate (0%)				$0							$0						$0					$0			$0
	PART 1: PREPARATION AND APPROVAL OF STRATEGY REPORT																									
	Task 1: Part 1 Project Management				$51,287							$0						$0					$0			$51,287
	Task 2: Preliminary Engineering				$32,810							$36,225						$23,961					$0			$92,997
	Task 3: CEQA/NEPA Environmental Approvals and Tech Studies				$0							$0						$1,568					$3,563			$5,131
	Task 4: Final Design / Design Engineering (PS&E Submittals)				$52,666							$35,069						$0					$4,317			$92,052
	Task 5: Construction Permits (Regulatory and UPRR)				$4,995							$0						$4,645					$0			$9,640
	Task 6: Bidding and Construciton Support				$30,766							$3,981						$0					$0			$34,747
	Total Project Fee Per Consultant				$174,773							$79,986						$43,486					$12,380			$310,625
	DBE PARTICIPATION PERCENTAGES																	9.93%								
	FEE APPLICABLE TO E-76 PRELIMINARY ENGINEERING FUNDING																									$275,878
	FEE APPLICABLE TO E-76 CONSTRUCTION FUNDING																									$34,747
	DIRECT COST FIXED FEE MULTIPLIER RATES																									
	Direct Rate	$92.40	$64.80	$92.40	$51.00	$42.01	$42.30	$25.05	$70.77	$52.00	$48.00	$43.00	$29.50	$71.00	$95.00	$73.00	$46.16	$38.46	$27.88	$53.85	$26.00	$48.08	$58.40	$64.75		
	Overhead Rate	155.66%	155.66%	155.66%	155.66%	155.66%	155.66%	155.66%	196.12%	196.12%	196.12%	196.12%	196.12%	196.12%	196.12%	150.44%	150.44%	150.44%	150.44%	150.44%	150.44%	110.00%	110.00%	110.00%		
	Profit	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%		

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM NO. 6.4

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager

DATE: September 15, 2026

SUBJECT: Consideration of Resolution No. CC 2026-30 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO DELHAVEN COMMUNITY CENTER, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), FOR THE BECAUSE WE CARE PROGRAM

Background:

Delhaven Community Center ("Delhaven") is a locally based non-profit organization that works with our community's special needs population, at-risk children, as well as young adults and their families. The organization has been in the community since 1972, and has helped thousands of families with the support services that it offers, including after-school day care, summer camps, free food services, and care for those with special needs.

In 2022, Delhaven expanded its social services efforts by creating the Because We Care program ("Program"). This Program created a support system for families in the community through social support, facilitation of professional services, financial support, and moral support for those that suffer with mental illnesses, learning disabilities, and those with special needs. The Program continues to grow and has expanded into schools and community-based settings to reach more individuals and families.

Discussion:

Delhaven submitted a request for a donation to continue supporting the Program, which will continue to provide a variety of mental health services, such as support groups, social programs and events, referrals to professionals, and financial assistance. The donation of $25,000.00, along with other fundraising efforts, will support the Program by providing resources for those in the community that require mental health services.

Fiscal Impact:

In the Fiscal Year 2026/27 budget, $371,000.00 was approved for donations. If this item is approved, the remaining balance will be $213,600.00. No appropriations are required at this time (Account No. 100-621-5602).

Recommendation:

Staff recommends that the City Council adopt Resolution No. CC 2026-30.

Exhibits:

1. Resolution No. CC 2026-30

RESOLUTION NO. CC 2026-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO DELHAVEN COMMUNITY CENTER, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), FOR THE BECAUSE WE CARE PROGRAM

RECITALS

WHEREAS, Delhaven Community Center ("Delhaven") is a locally based non-profit organization that works with our community's special needs population, at-risk children, as well as young adults and their families; and

WHEREAS, Delhaven expanded its social services efforts by creating the Because We Care program ("Program") to provide a support system for families in the community through social support, facilitation of professional services, financial support, and moral support for those that suffer with mental illnesses, learning disabilities, and those with special needs. The Program continues to grow and has expanded into schools and community-based settings to reach more individuals and families; and

WHEREAS, Delhaven requested a donation from the City to assist with the continued support of the Program, and the City desires to provide the assistance; and

WHEREAS, the donation of Twenty-Five Thousand ($25,000.00), along with other fundraising efforts, will support the Program in providing the necessary resources to help the community members and their families with mental health services; and

WHEREAS, the City's donation serves a public purpose in that Delhaven offers programs that assist the community by offering professional services, financial resources, and moral support; 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 Delhaven offers programs that assist the community by offering professional services, financial resources, and moral support.

SECTION 3. The City Council hereby approves the donation of Twenty-Five Thousand Dollars ($25,000.00) to Delhaven Community Center for the Program.

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 special meeting held on September 15, 2026, 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

ITEM NO. 6.5

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
James Cramsie, Sr. Director of Engineering

DATE: September 15, 2026

SUBJECT: Consideration of Resolution No. CC 2026-28 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE COMMUNITY CORRIDOR TRANSPORTATION PLATFORM PROJECT UNDER THE CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM

Background:

On May 29, 2026, The City was awarded grant funds from the Caltrans through their Sustainable Community Grant Program for the preparation of an Active Transportation Plan, specifically for developing a Bike Master Plan for the City. The grant is for $286,500.00 with the local match of at least $37,191.00 for the Project.
Staff has been working with the Caltrans grants program project manager to provide the additional information and documentation needed for preparation of the funding agreement.

Discussion:

One of the items that is required, prior to finalization of the funding agreement, is for the City to provide a resolution authorizing the City Manager or designee to be able to enter into agreement for use of the grant funds.

Fiscal Impact:

There is no fiscal impact with this item.

Recommendation:

It is recommended that the City Council approve Resolution No. CC 2026-28.

Exhibits:

1. Resolution No. CC 2026-28

RESOLUTION NO. CC 2026-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE A RESTRICTED GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF INDUSTRY ACTIVE TRANSPORTATION PLAN UNDER THE CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM

WHEREAS, the City of Industry ("City") is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation ("Caltrans"); and

WHEREAS, the City desires to develop an active transportation plan ("Plan") to create a comprehensive Active Transportation/Bicycle Master Plan, that, in partnership with local cities, active transportation nonprofits, and transportation agencies, lays out a regionally integrated bike infrastructure strategy for the City that will shift thousands of driving commuters into biking commuters; and

WHEREAS, Caltrans has awarded the City a Sustainable Planning Grant in the amount of $286,500.00 for the Project, with a local match by the City of at least $37,191.00. Reimbursement of the grant funds is contingent upon the City and Caltrans entering into a Restricted Grant Agreement; and

WHEREAS, the City wishes to accept the planning grant and administration thereof, and delegate authorization to the City Manager to execute and administer the Restricted Grant Agreement, and all amendments thereto, subject to approval by the City Attorney's office.

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

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

Section 2. The City Manager, is authorized to execute (subject to approval by the City Attorney's office), and administer the Restricted Grant Agreement and any amendments thereto, with Caltrans for the Project.

SECTION 3. 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 4. 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 special meeting held on September 15, 2026, 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

ITEM NO. 6.6

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager

DATE: September 15, 2026

SUBJECT: Consideration of Resolution No. CC 2026-29 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE INDUSTRY SHERIFF'S YOUTH ATHLETIC LEAGUE, IN THE AMOUNT OF THIRTY THOUSAND DOLLARS ($30,000.00), FOR ITS FALL FESTIVAL PROGRAM

Background:

The Industry Sheriff's Youth Athletic League ("YAL") has provided programs to at-risk youth in the surrounding communities since its founding. The YAL program serves over 2,500 local youth under the age of 18 through programs such as flag football, basketball, baseball, soccer, golf, tennis, scuba, martial arts, educational field trips, the Law Enforcement Academy at La Puente High School for middle and high school students, the Law Enforcement Explorers Program, and Camp C.O.U.R.AG.E., at no cost to participating youth or their families. Through these programs the youth receive mentoring and learn to make positive life decisions. The program recognizes the importance of early intervention and is a positive influence on thousands of children.

Discussion:

The YAL contacted the City for a donation to sponsor its Fall Festival program ("Festival"), which is an outdoor community outreach event on October 16 and 17, 2026. The donation of $30,000.00, along with other fundraising efforts, will assist the YAL in providing resources to the community. In addition to its monetary donation, the City provides an in-kind donation of City Staff support services for the Festival, 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 100 hours of support services will be donated.

Fiscal Impact:

In the Fiscal Year 2026/27 budget, $371,000.00 was approved for donations. If this item is

approved, the remaining balance will be $183,600.00. No appropriations are required at this time (Account No. 100-621-5602).

Recommendation:

Staff recommends that the City Council adopt Resolution No. CC 2026-29.

Exhibits:

1. Resolution No. CC 2026-29

RESOLUTION NO. CC 2026-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE INDUSTRY SHERIFF'S YOUTH ATHLETIC LEAGUE, IN THE AMOUNT OF THIRTY THOUSAND DOLLARS ($30,000.00), FOR ITS FALL FESTIVAL PROGRAM

RECITALS

WHEREAS, the Industry Sheriff's Youth Athletic League ("YAL") has provided programs to at-risk youth in the surrounding communities since its founding in 1991; and

WHEREAS, the YAL serves over 2,500 local youth under the age of 18 through programs such as flag football, basketball, baseball, soccer, golf, tennis, scuba, martial arts, educational field trips, the Law Enforcement Academy at La Puente High School for middle and high school students, the Law Enforcement Explorers Program and Camp C.O.U.R.AG.E., at no cost to participating youth or their families; and

WHEREAS, the YAL requested a donation from the City, in the amount of Thirty Thousand Dollars ($30,000.00), to sponsor its Fall Festival outdoor community outreach event ("Festival") on October 16 and 17, 2026, and the City desires to make the requested donation; and

WHEREAS, in addition to its monetary donation, the City provides an in-kind donation of City Staff support services for the Festival, 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 100 hours of support services will be donated; and

WHEREAS, the City's donation serves a public purpose by contributing to YAL, which supports youth in the community by providing programs that mentor youth and teach them to make positive life decisions. These programs recognize the importance of early intervention, and its positive influence on thousands of children; 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 in that the YAL supports the youth in the community by providing programs that mentor the youth and teach them to make positive life decisions. These programs recognize the importance of early intervention, and its positive influence on thousands of children.

SECTION 3: The City Council hereby approves the donation of Thirty Thousand Dollars ($30,000.00) to the Industry Sheriff's Youth Athletic League, as well as an in-kind donation of 100 staff hours.

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 special meeting held on September 15, 2026, 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

ITEM NO. 6.7

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: September 15, 2026

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

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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 was 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 services 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.

Staff recommends approving Amendment No. 1, revising the scope of services, revising the rate schedule to reflect GHD's current rates, increasing compensation by $90,000 and extending the

term to December 31, 2027.

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 to the Professional Services Agreement with GHD, dated September 15, 2026
2. GHD, INC PROFESSIONAL SERVICES AGREEMENT JUL 30 2025

EXHIBIT 1

Amendment No. 1 to the Professional Services Agreement with GHD,
dated September 15, 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 15th day of September 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; 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, the 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 Study; and

WHEREAS, the project is ongoing, and the City desires to amend the Agreement to add the additional services, as set forth above, extend the term through December 31, 2027, amend the Rate Schedule to reflect Consultant's current rates, and increase compensation by Ninety Thousand dollars ($90,000); and

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 Services: project management, evaluation of three additional conceptual intersection alternatives, preparation of conceptual design and right-of-way exhibits, and updating the Feasibility Study 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.

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

Attest:

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

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

The Scope of Services is hereby amended to add the following:

Project Management, Meetings, and Quality Control:

The consultant's Project Manager will serve as the primary point of contact for the City and will be responsible for project coordination, scope, schedule, budget, and delivery.

The consultant will attend up to two (2) coordination meetings with the City, with no more than one (1) meeting conducted in person. All deliverables will be reviewed by Consultant's qualified QA/QC staff prior to submission.

Conceptual Design – Additional Alternatives

The consultant will evaluate up to three (3) additional geometric alternatives to improve safety and traffic operations while reducing or eliminating UPRR right-of-way acquisition and impacts to existing structures:

1. Northward Shift of Roundabout: Shift the roundabout north to reduce or eliminate UPRR right-of-way impacts, while minimizing impacts to City-owned property. Old Valley Boulevard will be evaluated as an exit-only or right-in/right-out connection to Main Street.
2. Traffic Circle: Convert the existing all-way stop to a traffic circle with reduced lane counts and a simplified intersection configuration. Operational performance measures will not be evaluated.
3. Dog-Bone Mini Roundabout/Traffic Circle: Convert the intersection to a dog-bone-shaped mini roundabout or traffic circle to improve safety and intersection clarity. Operational performance measures may not be achievable.

The consultant will prepare conceptual layouts, design check exhibits as needed, and preliminary right-of-way needs exhibits for the alternatives evaluated.

Deliverables:

- Conceptual layouts to approximately 10% design
- Design check exhibits, as needed
- Preliminary right-of-way needs exhibits

Feasibility Study Update

The consultant will provide updates on the Feasibility Study to include the three (3) additional alternatives, summarize the advantages and disadvantages of each, and provide a recommendation. A Draft Report will be submitted for City review, followed by a Final Study addressing one (1) consolidated set of City comments.

Deliverables:

- Draft Feasibility Report
- Final Feasibility Report

Assumptions and Exclusions

- Services are limited to those specifically identified above.
- The design vehicle will be a WB-67 tractor-trailer.
- Conceptual designs will utilize available aerial imagery and City-provided as-built and right-of-way information.
- No topographic or right-of-way survey is included.
- Traffic impacts to adjacent intersections will not be analyzed.
- One (1) field visit and up to two (2) City coordination meetings are included.
- No more than three (3) alternatives will be evaluated.
- No utility, drainage, or pavement assessment is included.
- No third-party coordination or engagement is included.
- Right-of-way exhibits are preliminary and for conceptual planning purposes only.
- Detailed design, construction documents, specifications, permitting, and other services not specifically identified above are excluded.

EXHIBIT B

RATE SCHEDULE

Rate Schedule

GHD Class	GHD Description	2026 CDN/US Rate
	PROFESSIONAL	
A001	Senior Technical Director 1	$ 322.00
A002	Senior Technical Director 2	$ 301.00
A003	Senior Technical Director 3	$ 280.00
A004	Technical Director 1	$ 269.50
A005	Technical Director 2	$ 255.50
A006	Senior Professional 1	$ 238.00
A007	Senior Professional 2	$ 220.50
A008	Professional 1	$ 213.50
A009	Professional 2	$ 185.50
A010	Professional 3	$ 171.50
A011	Vacationer / Intern	$ 161.00
	CONSULTANT	
V001	Executive Consultant 1	$ 395.50
V002	Executive Consultant 2	$ 371.00
V003	Senior Consultant 1	$ 311.50
V004	Senior Consultant 2	$ 280.00
V005	Consultant 1	$ 234.50
V006	Consultant 2	$ 192.50
V007	Consultant 3	$ 164.50
	TECHNICAL	
B001	Lead Design Technician 1	$ 290.50
B002	Lead Design Technician 2	$ 269.50
B003	Lead Design Technician 3	$ 245.00
B004	Senior Design Technician 1	$ 241.50
B005	Senior Design Technician 2	$ 231.00
B006	Design Technician 1	$ 213.50
B007	Design Technician 2	$ 199.50
B008	Drafting/Design 1	$ 192.50
B009	Drafting/Design 2	$ 168.00
B010	Drafting/Design 3	$ 157.50
B011	Drafting/Design 4	$ 154.00
B012	Intern Drafting/Design	$ 133.00

GHD Class	GHD Description	2026 CDN/US Rate
	ADMINISTRATION	
C001	Business Services Manager 1	$ 248.50
C002	Business Services Manager 2	$ 231.00
C003	Senior Business Services 1	$ 182.00
C004	Senior Business Services 2	$ 171.50
C005	Business Services 1	$ 154.00
C006	Business Services 2	$ 143.50
C007	Business Services 3	$ 115.50
	SITE BASED	
S001	Senior Construction Manager	$ 283.50
S002	Construction Manager	$ 245.00
S003	Lead Site Engineer/Supervisor	$ 217.00
S004	Senior Site Engineer	$ 196.00
S005	Site Engineer	$ 189.00
S006	Lead Inspector	$ 182.00
S007	Senior Inspector	$ 157.50
S008	Inspector / Specialist 1	$ 140.00
S009	Inspector / Specialist 2	$ 126.00
S010	Clerk / Specialist 3	$ 122.50
S011	Senior Site Manager 1	$ 115.50
S012	Senior Site Manager 2	$ 112.00
S013	Senior Site Manager 3	$ 108.50
S014	Senior Site Manager 4	$ 105.00
S015	Operator/Labourer 1	$ 98.00
S016	Operator/Labourer 2	$ 91.00
S017	Operator/Labourer 3	$ 77.00
	PROJECT SUPPORT	
D001	Project Support Manager 1	$ 304.50
D002	Project Support Manager 2	$ 280.00
D003	Senior Project Support 1	$ 259.00
D004	Senior Project Support 2	$ 224.00
D005	Project Support 1	$ 213.50
D006	Project Support 2	$ 199.50
D007	Project Support 3	$ 185.50
D008	Project Support 4	$ 168.00
D009	Project Support 5	$ 147.00
D010	Project Support 6	$ 112.00

1. Rates are for employees of GHD companies.
2. An administration fee will apply to all invoices to cover in-house disbursements (Associated Project Costs) on a project. This will be charged at a rate of either:
   - 6% of total professional fees
   - Hourly rate of CAD $10.00 or USD $8.00
3. All travel will be invoiced at economy class rates. Lodging and meal expenses will be at cost plus agreed markup unless a per diem rate is negotiated.
4. All other project related disbursements, expenses and subcontractor costs will be invoiced with a markup of 15%.
5. Fee schedule is subject to 3.5% annual escalation each July.
6. Leased and personnel vehicles, field equipment and disposable field supplies will be invoiced at established rates. Personal vehicle milage rates will be charged in accordance with government regulated standard rates.

Effective January 2026

EXHIBIT 2

Professional Services Agreement with GHD, dated July 30, 2025

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of July 30, 2025 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and GHD, Inc., a 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 June 30, 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 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 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 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.

To the fullest extent permitted by law, 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:	GHD Inc. 320 Goddard Way, Suite 200 Irvine CA 92618 USA Attention: Josh Wolf

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"
GHD, Inc.

By: _____
Josh Wolf, PE, Business Group Leader
Michael W. Boraks, PE, for Josh Wolf

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

Scope of Services

Feasibility Study at the intersection of Mayor Dave Way, Glendora Avenue, Old Valley Boulevard and Main Street.

Task 1: Project Management, Meetings and Quality Control

The Project Manager will be the point of contact for the City and will be responsible for coordination, scope, schedule and budget adherence, and for delivering the project.

Consultant shall attend up to two (2) coordination meetings with the City. One of those meeting can be held in person and will be attended by Consultant's Project Manager. All deliverables to the City will be reviewed by the designated qualified QA/QC staff.

Deliverables

- Meeting agendas and minutes

Task 2: Traffic Analysis

Consultant will perform traffic operations analysis of the study intersection. Using existing traffic volumes and ambient growth factor provided by the City, Consultant will determine the design year traffic volumes. The design year volumes will be utilized to perform roundabout operational analyses using SIDRA Intersection. Lane configurations, intersection delay and queues for the intersection will be determined.

Deliverables

- None – the results of the traffic analysis will be included in the Feasibility Report described in Task 4.

Task 3: Conceptual Design

Building on the traffic operational analysis prepared in Task 3, Consultant will prepare a conceptual level roundabout design that accommodates the forecasted traffic volumes of the intersection and conforms to physical constraints observable by aerial imagery. Consultant will provide design check exhibits, demonstrating how the conceptual design conforms to or varies from the following federally accepted design guidelines, established in NCHRP Report 1043: fast path, truck turning, intersection sight distance.

Consultant will prepare a preliminary right of way needs exhibit that will identify potential permanent property acquisitions necessary for the project. This exhibit will be based on as built plans containing existing right of way information provided by the City.

Deliverables

- Conceptual Roundabout Layout

- Design Check Exhibits
- Preliminary Right of Way Needs Exhibit

Task 4: Feasibility Report

Consultant will prepare a limited Feasibility Report that will include the design assumptions and parameters used for the study, traffic analysis, conceptual design and preliminary right of way needs of the proposed roundabout.

The report will recommend next steps the City may take to further the design of the proposed roundabout.

Deliverables

- Draft and Final Feasibility Report

Assumptions

- This scope does not include anything not specifically described above
- The City will provide traffic counts for the study intersection and the ambient growth rate for traffic forecasting
- The City will provide as-builts with existing right of way information
- The City will provide sheet border file
- The design vehicle will be a WB-67 tractor-trailer
- The conceptual design will be based on available scaled aerial imagery and as-built dimensions provided by the City. No topographic or right of way survey is included in this scope
- Traffic impacts on adjacent intersections will not be analyzed
- The scope is limited to up to two meetings with the City, with no more than one being an in-person meeting
- One field visit is included
- Only one alternative will be developed

Schedule

The draft Feasibility Report will be completed in eight weeks after Notice to Proceed (NTP). The final report will be delivered in two weeks after receipt of consolidated comments from the City.

EXHIBIT B

RATE SCHEDULE

Rate Schedule

Project Director	$361.00
QA/QC Manager	$361.00
Project Manager	$300.00
Senior Engineer	$263.00
Senior Traffic Engineer	$263.00
Project Engineer	$185.00
Project Support	$185.00

Rates for positions not shown will be based on GHD's standard rate schedule in effect at the time services are provided.

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.

ITEM NO. 6.8

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Yvette Padilla, Management Analyst II
Sam Pedroza, Asst. City Manager

DATE: September 15, 2026

SUBJECT: Consideration of a License Agreement with County of Los Angeles Registrar-Recorder/County Clerk, for access to Assessor's Parcel No. 8208-025-943, to utilize as a Temporary Overflow Parking Area

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Background:

The Los Angeles County Registrar-Recorder/County Clerk ("RRCC") administers federal, state, local, and special elections throughout Los Angeles County, serving more than 500 political districts, and approximately 4.3 million registered voters.

In May 2026, the City Council approved a License Agreement with the RRCC for the use of City-owned property to support operations for the June 2026 Primary Election. Following that use, the RRCC has requested use of the property again to support the upcoming General Election.

The General Election is November 3, 2026. The RRCC will conduct the election and provide election services to participating jurisdictions. The Los Angeles Election Center, located in the City of Industry, is a state-of-the-art ballot counting facility that processes all ballots during the election. During this period, approximately 600 to 800 workers are on site to support election operations.

Discussion:

RRCC has requested the use of the property located on Sotro Street and Mayor Dave Way to be used as dispatch hub to deploy election workers to the Ballot Processing Center. The proposed License Agreement will be effective October 13, 2026 and will remain in effect through November 6, 2026.

Fiscal Impact:

Given that RRCC is requesting to use the Property to support the General Election, Staff

recommends allowing the use of the Property at no cost.

Recommendation:

Staff recommends that the City Council approve the License Agreement.

Exhibits:

1. COI License Agreement County Registrar Sotro - General Election

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**"), dated **September 15, 2026**, ("**Effective Date**") is entered into by and between the City of Industry, a municipal corporation ("**Licensor/City**"), and the County of Los Angeles, a government agency ("**Licensee**"). Licensor and Licensee are individually referred to as "**Party**" and collectively referred to as the "**Parties**".

RECITALS

WHEREAS, the City is the owner of certain property located at the northeast corner of Mayor Dave Way and Sotro Street, and Licensee desires to enter the portion of the property generally described as a lot, **Assessor's Parcel No. 8208-025-943**, as set forth in Exhibit A, attached hereto and incorporated herein by reference ("**Premises**").

WHEREAS, Licensee desires to utilize the Premises to serve as a dispatch hub to deploy election workers to the Ballot Processing Center in relation to Licensee's administration and support of elections in the County of Los Angeles ("County"); and

WHEREAS, Licensee acknowledges that Licensee is entering onto the Premises at its sole risk and expense, and Licensor does not have any liability to Licensee under this Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the "**License**") granting permission to enter upon the Premises as of the October 13, 2026, and to use a portion of the Premises, as depicted in Exhibit A attached hereto and incorporated in full herein, to serve as a dispatch hub to deploy election workers to the Ballot Processing Center in relation to the Licensee's administration and support of County elections (collectively, "**Permitted Use**"); provided, that Licensee's use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall provide to Licensor a certificate of insurance as set forth in Section 8 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively "**Representatives**") of Licensee to enter or use the Premises during the term of this License, without Licensor's prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee's Permitted Use.

2. Payment. Given that the Licensee is a government agency supporting the General Election, Licensor will waive the cost to lease a portion of the Premises to Licensee for Permitted Use.

3. Permitted Use. The Permitted Use is hereby defined to include use as a dispatch hub for County employees, during the term of this Agreement. Licensee shall exercise the Permitted Use granted under the License with due care and in a manner which complies with all applicable laws.

4. Maintenance of Premises. Upon termination of the License, Licensee shall repair any damage to the Premises caused by the use or negligence of Licensee or its duly authorized Representatives, including environmental contamination, and shall restore the Premises to its condition as of the Effective Date of this Agreement.

5. Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Permitted Use, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any ("**Permits**") by any and all governmental authorities having jurisdiction over the Premises for Licensee's exercise of the Permitted Use. Licensor shall use commercially reasonable efforts to cooperate with Licensee and to support any and all applications or request for said Permits submitted by Licensee or on Licensee's behalf. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

6. Liens.

6.1 Licensee shall not cause or permit to be filed, recorded or enforced against the Premises, or any part thereof, any mechanics', material men's, contractors' or subcontractors' liens arising from the Permitted Use or any claim or action affecting the title to the Premises arising from the Permitted Use, and Licensee shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of Licensor's other rights and remedies under this Agreement or under law, should Licensee fail within fifteen (15) business days of a written notice from Licensor to pay and discharge or bond over any lien arising out of Licensee's use of the Premises, then a material breach under this Agreement shall be deemed to have occurred which, at Licensor's election, shall entitle Licensor to terminate this License effective upon notice by Licensor to Licensee so stating.

6.2 If Licensee desires to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the Premises or any portion thereof for which Licensor could become liable if not successfully resolved, as a condition to such contest, Licensee shall notify Licensor of Licensee's intent to contest the lien or claim and the grounds for such contest. Notwithstanding anything to the contrary set forth herein, Licensee shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Licensor or the Premises.

7. Insurance. Licensee is self-insured. Prior to entering the Premises and until the termination of this Agreement, Licensee shall provide to Licensor a certificate of self-insurance listing Licensor as certificate holder and maintain at its sole expense insurance limits as stipulated in this section.

7.1 Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

(a) Commercial General Liability (CGL): The Certificate of Insurance shall specify minimum liability limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate for property damage, bodily injury and personal and advertising injury.

(b) Automobile Liability: The Certificate of Insurance shall specify minimum liability limits of no less than $1,000,000 per accident for bodily injury and property damage.

(c) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(d) Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the Licensor 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."

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Status. The Licensor and City Representatives, (as defined in Section 8, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee's use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

(b) Primary Coverage. For any claims related to this Agreement, the Licensee's insurance coverage shall be primary insurance as respects the Licensor/City Representatives. Any insurance or self-insurance maintained by the Licensor/City Representatives, shall be excess of the Licensee's insurance and shall not contribute with it.

(c) Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(d) Verification of Coverage. Licensee shall furnish the City with original certificates of insurance or copies of the applicable policy language providing the insurance coverage required above. All certificates are to be received and approved by the City before exercise of the Permitted Use commences. However, failure to obtain the required documents prior to the exercise of the Permitted Use shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete copies of all required certificates of insurance required by these specifications, at any time.

8. Indemnification. From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the Licensor's choosing, the City and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and council members of the City collectively, the "**City Representatives**", and

each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "**Losses and Liabilities**"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors on the Premises. This indemnification requires Licensee to indemnify the City and any and all City Representatives from and against all Losses and Liabilities, including attorneys' fees, arising out of the use or release of any Hazardous Substances on the Premises by Licensee. Licensee's obligation to defend shall arise regardless of any claim or assertion that the City caused or contributed to the Losses and/or Liabilities, provided, however, that Licensee's liability under this Section 8 will be limited to the extent of any contributory negligence of Licensor.

Environmental Indemnity.

Licensee's Indemnity Obligations. Licensee agrees, from and after the Effective Date, to defend, indemnify, protect and hold harmless City Representatives from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials (as defined herein), at, on, in, beneath or from the Premises and/or the Property during the term of the Lease (sometimes herein collectively referred to as "**Contamination**"), except to the extent caused by the Licensor or its agents, contractors or employees during the Licensor's ownership of the Property prior to the commencement of the Agreement or solely caused by the Licensor or its agents, contractors or employees during the term of the Agreement. Licensee's defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at Licensee's sole cost.

Release and Waiver. Licensee hereby releases and waives all rights, causes of action and claims Licensee has or may have in the future against the City Indemnitees arising out of or in connection with any Hazardous Materials (as defined herein), at, on, in, beneath or from the Premises, except to the extent caused or permitted by Licensor or its contractors, agents, or employees prior to conveyance to the Licensee or caused by Licensor during the term of the Lease.

Definitions.

(1) As used in this Agreement, the term "**Environmental Response Actions**" means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, state or federal governmental or private party claims, including any claims by Licensee.

(2) As used in this Agreement, the term "**Environmental Response Costs**" means any and all costs associated with Environmental Response Actions including, without limitation, any and all fines, penalties and damages.

(3) As used in this Agreement, the term "**Hazardous Materials**" means any substance, material or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; (2) petroleum or petroleum products; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. section 1251 et seq. (33 U.S.C.§ 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq. (42 U.S.C. § 6903) or its implementing regulations; (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. section 9601 et seq. (42 U.S.C. § 9601); or (9) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

Materiality. Licensee acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations of Licensee for the benefit of Licensor set forth in this Agreement are a material element of the consideration to Licensor for the performance of its obligations under this Agreement, and that Licensor would not have entered this Agreement unless Licensee's obligations were as provided for herein.

9. Term, Termination and Remedies. The License Agreement shall commence on October 13, 2026 and shall automatically terminate on November 6, 2026. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon 30 days' written notice to Licensee. Further, in the event Licensor sells or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon ten (10) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

10. Inspection and Access to Premises. Licensor and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to show the Premises to potential purchasers, to inspect the Premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time, provided Licensor shall make its best efforts to not interfere with Licensee's exercise of Permitted Use.

11. Assignability. This License cannot be assigned by Licensee whether voluntarily or by operation of law, and Licensee shall not permit any use of the Premises, or any part thereof during the Term of this License in violation of the provisions of this License, except with the consent of Licensor (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so shall be null and void.

12. Cost of Enforcement. In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Licensor to remove Licensee from the Premises, the non-prevailing party agrees to pay to the prevailing party, in addition to such other relief as may be awarded by the court, City or other authority before which such suit or proceeding is commenced, all reasonable costs of enforcement in connection therewith including, but not limited to, reasonable attorneys' fees, expenses and costs of investigation.

13. Notices. All notices, consents, approvals, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon the earlier of when personally delivered or served or twenty-four (24) hours after being deposited with FedEx or any other established overnight courier service to the intended party addressed as follows:

Licensor:	Joshua Nelson City Manager 15625 Mayor Dave Way City of Industry, CA 91744 Tel: (626) 333-2211 jnelson@cityofindustry.org
With a Copy to:	James M. Casso, City Attorney Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Tel: (626) 269-2980 jcasso@cassosparks.com
Licensee:	Phillip Verbera Los Angeles County Registrar-Recorder County Clerk 12400 Imperial Hwy, Room 5214 Norwalk, CA 90650 (562) 462-2798

14. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County

of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Licensee hereby expressly waives all provisions of law providing for a change of venue due to the fact that the City may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between City and Licensee. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's or Licensee's prior written consent.

15. Authority. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

(SIGNATURES ON FOLLOWING PAGE)

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

"LICENSOR"

CITY OF INDUSTRY

By:_____
Joshua Nelson, City Manager

ATTEST:

_____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

_____
James M. Casso, City Attorney

"LICENSEE"

COUNTY OF LOS ANGELES

By:_____
Dean C. Logan, or his authorized Designee

EXHIBIT A

Legal Description

Assessor's Parcel Number (APN) 8208-025-943 located at the northeast corner of Mayor Dave Way and Sotro Street, City of Industry, CA 91744. The area identified as "Project Site" by an arrow and defining yellow lines identifies the area of the Premises, where the Permitted Use shall occur.

Map