



**CIVIC-RECREATIONAL-
INDUSTRIAL AUTHORITY
SPECIAL MEETING
AGENDA**

CHAIRMAN ERIC BENAVIDEZ
V. CHAIRMAN RONALD WHITTEMORE
BOARD MEMBER SEAN LEE
BOARD MEMBER ALEX BAUMAN
BOARD MEMBER RONALD MCPeAK

JUNE 25, 2025 AT 9:00 AM

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

Agenda Items: Members of the public may address the Authority 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 Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each 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 Authority.

Public Comments (Non-Agenda Items): During public comments, if you wish to address the Authority during this Special Meeting, under Government Code Section 54954.3(a), you may only address the Authority concerning any item that has been described in the notice for the Special Meeting. In order to conduct a timely meeting, there will

At the time of publication, no Board Member intends to take part in the meeting remotely under the provisions of AB 2449. Should that change between the time of publication and the start of the meeting, a live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below. Whenever possible, an announcement will be made at the start of the meeting via the live webcast to confirm whether or not a Board Member will join remotely. If they will not be joining remotely, then the live webcast will terminate after the announcement.

www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 224 196 747 241 1

Passcode: bD9Qz7r9

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+1 657-204-3264

Phone Conference ID: 915 869 402#

AMERICANS WITH DISABILITIES ACT:

In compliance with the ADA, if you need special assistance to participate in any Public 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.

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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 submitted by the Finance Department for June 11, 2025
RECOMMENDED ACTION: Ratify the Register of Demands for June 11, 2025
 - 6.2. Consideration of the Register of Demands submitted by CNC Equestrian Management Services for the Industry Hills Expo Center for April 2025
RECOMMENDED ACTION: Receive and file.
 - 6.3. Consideration of the minutes of the December 11, 2024 regular meeting, February 12, 2025 regular meeting, March 12, 2025 regular meeting, April 9, 2025 regular meeting, and May 7, 2025 regular meeting
RECOMMENDED ACTION: Approve as submitted
 - 6.4. Consideration of Amendment No. 2 to the Professional Services Agreement with Rogers, Anderson, Malody & Scott, LLP, for Auditing Services extending the term through June 30, 2028, increasing compensation by \$36,610.00, and updating the Rate Schedule
RECOMMENDED ACTION: Approve Amendment No. 2
 - 6.5. Consideration of Resolution No. CRIA 2025-02 – A Resolution of the Civic-Recreational-Industrial Authority (“CRIA”) Adopting the FY 2025-2026 CRIA Budget
RECOMMENDED ACTION: Adopt Resolution No. CRIA 2025-02
 - 6.6. Consideration of Resolution No. CRIA 2025-03, a Resolution of the Civic-Recreational-Industrial Authority, Approving Blanket Purchase Orders (“BPOs”) for Vendors Totaling \$10,000.00 and Over for FY 2025-2026
RECOMMENDED ACTION: Adopt Resolution No. CRIA 2025-03

- 6.7. Consideration of Bid Protest and Award of Contract No. EXPO-2139 , Expo Center Pavilion Building Upgrades to FEC Future Contractors and Engineers, Inc in an amount not to exceed \$5,631,100.25 and adopt Notice of Exemption regarding same

RECOMMENDED ACTION: Reject the bid protest and award the bid to FEC Future Contractors and Engineers, Inc.;

- 6.8. Consideration of Amendment No. 1 to the Professional Services Agreement with KDM Meridian, to provide record of survey at the Expo Center and Industry Hills, extending the term through June 30, 2026

RECOMMENDED ACTION: Approve the Amendment

- 6.9. Consideration of Amendment No. 1 to the Professional Services Agreement with IDS Group, Inc., for design services for the standby generator and other related services for Pavilion Upgrades, extending the term through June 30, 2027, revising the scope of services, revising rate schedule, and increasing compensation by \$90,000.00 (MP 01-34 # 24)

RECOMMENDED ACTION: Approve the Amendment

- 6.10. Consideration of Amendment No. 8 to the Professional Services Agreement with IDS Group, Inc., for architectural services for the New Banquet Facility project, extending the term through June 30, 2027 (CIP-EXPO-18-017 B/MP 01-34 #35)

RECOMMENDED ACTION: Approve the Amendment

7. ACTION ITEMS

- 7.1. Consideration of Appointment for One (1) Upcoming Vacant Seat on the Industry Property and Housing Management Authority

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

- 7.2. Presentation and discussion regarding the Civic-Recreational-Industrial Authority's Financial Report for April 30, 2025

RECOMMENDED ACTION: Receive and file the report.

- 7.3. Update of the Expo Center

RECOMMENDED ACTION: Receive and file.

8. **PUBLIC HEARINGS-NONE**
9. **CLOSED SESSION-NONE**
10. **EXECUTIVE DIRECTOR COMMUNICATIONS**
11. **AB 1234 REPORTS**
12. **BOARD MEMBER COMMUNICATIONS**
13. Adjournment. The next regular Civic-Recreational-Industrial Authority Meeting is Wednesday, July 9, 2025, at 9:00 AM.


ITEM NO. 6.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting June 11, 2025

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
121	CRIA - CAPITAL IMPROVEMENT	181,158.39
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	408,225.88
TOTAL ALL FUNDS		589,384.27

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	589,384.27
TOTAL ALL BANKS		589,384.27

APPROVED PER EXECUTIVE DIRECTOR



DATE

6/5/2025

Civic-Recreational-Industrial Authority
Board Meeting - Voided Checks
June 11, 2025

Check	Date	Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking			
12193	05/07/2025	MORTISE & TENON BUILDING CORP	(\$28,862.64)
	Invoice	Description	Amount
		VOIDED CHECK - UPDATED W9 WITH NEW ADDRESS	
228	03/14/2025	PATIO CAFE MISC REPAIRS REQUIRED BY HEALTH DE	(\$6,972.03)
214	02/27/2025	ROAD EROSION CONTROL WORK BETWEEN BUNKHO	(\$2,950.00)
220	03/05/2025	MISC REPAIRS-PAVILION BUILDING	(\$14,940.61)
242	04/03/2025	HANDYMAN MAINT SVC-CRIA	(\$250.00)
248	04/06/2025	FURNISH/DELIVER 40FT STORAGE CONTAINER FOR E	(\$3,750.00)

Checks	Status	Count	Transaction Amount
	Total	1	(\$28,862.64)

Civic-Recreational-Industrial Authority
Board Meeting
June 11, 2025

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
12200	05/14/2025		INDUSTRY PUBLIC UTILITIES	\$4,536.98
	Invoice	Date	Description	Amount
	2025-00001828	05/01/2025	2/18-4/17/25 SVC-MAIN GUARD SHACK	\$104.68
	2025-00001829	05/01/2025	2/18-4/17/25 SVC-GRAND ARENA-E SIDE OF PARKING L	\$204.45
	2025-00001830	05/01/2025	2/18-4/17/25 SVC-GRAND ARENA-S SIDE OF PARKING L	\$87.78
	2025-00001831	05/01/2025	2/18-4/17/25 SVC-NEAR CAFE @ GRAND EXPO	\$181.40
	2025-00001832	05/01/2025	2/18-4/17/25 SVC-PATIO CAFE	\$69.27
	2025-00001833	05/01/2025	2/18-4/17/25 SVC-GRAND ARENA CAFE	\$315.79
	2025-00001834	05/01/2025	2/18-4/17/25 SVC-SNACK BAR @ GRAND ARENA	\$268.13
	2025-00001835	05/01/2025	2/18-4/17/25 SVC-BUILDING 4-E SIDE PLANTER AREA	\$423.35
	2025-00001836	05/01/2025	2/18-4/17/25 SVC-WATER TOWER @ PAVILION PARKIN	\$1,123.83
	2025-00001837	05/01/2025	2/18-4/17/25 SVC-ARENA NEAR BUNKHOUSE	\$196.49
	2025-00001838	05/01/2025	2/18-4/17/25 SVC-EXPO OFFICE	\$284.05
	2025-00001839	05/01/2025	2/18-4/17/25 SVC-BARN D	\$216.39
	2025-00001840	05/01/2025	2/18-4/17/25 SVC-DC @ BARN D	\$114.31
	2025-00001841	05/01/2025	2/18-4/17/25 SVC-BARN E	\$196.49
	2025-00001842	05/01/2025	2/18-4/17/25 SVC-DC @ BARN E	\$114.31
	2025-00001843	05/01/2025	2/18-4/17/25 SVC-BATHROOM @ BARN E	\$252.21
	2025-00001844	05/01/2025	2/18-4/17/25 SVC-HORSE TRAINING AREA BEHIND BUN	\$196.49
	2025-00001845	05/01/2025	2/18-4/17/25 SVC-1ST GUARD SHACK	\$73.25
	2025-00001846	05/01/2025	2/18-4/17/25 SVC-S SIDE OF BLDG BEHIND GATED ARE	\$114.31
12201	05/14/2025		VALLEY VISTA SERVICES, INC	\$2,694.22
	Invoice	Date	Description	Amount
	2245776	05/01/2025	IH RODEO STORAGE BOXES MAY 2025	\$472.50
	2246022	05/01/2025	ORGANIC BINS LANDSCAPE MAINT- CRIA	\$2,221.72

Civic-Recreational-Industrial Authority
Board Meeting
June 11, 2025

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
12202	05/20/2025		ANNEALTA GROUP	\$2,912.00
	Invoice	Date	Description	Amount
	497-3557	04/08/2025	16200 TEMPLE AVE	\$2,912.00
12203	05/28/2025		MORTISE & TENON BUILDING CORP	\$28,862.64
	Invoice	Date	Description	Amount
	214-A	02/27/2025	ROAD EROSION CONTROL WORK BETWEEN BUNKHO	\$2,950.00
	220-A	03/05/2025	MISC REPAIRS @ PAVILION BLDG	\$14,940.61
	228-A	03/14/2025	PATIO CAFE MISC REPAIRS REQ BY HEALTH DEPT	\$6,972.03
	242-A	04/03/2025	HANDYMAN MAINT SVC-CRIA	\$250.00
	248-A	04/06/2025	FURNISH/DELIVER 40 FT STORAGE CONT. FOR EVENT	\$3,750.00
12204	06/11/2025		ANNEALTA GROUP	\$364.00
	Invoice	Date	Description	Amount
	497-3579	05/19/2025	16200 TEMPLE AVE	\$364.00
12205	06/11/2025		BLAKE AIR CONDITIONING COMPANY	\$9,640.27
	Invoice	Date	Description	Amount
	68387	05/08/2025	AC MAINT SVC-CRIA	\$708.37
	68326	05/14/2025	AC REPAIRS PAVILION & AVALON RM @ EXPO	\$8,931.90
12206	06/11/2025		CASSO & SPARKS, LLP	\$15,262.80
	Invoice	Date	Description	Amount
	21084	05/12/2025	FY 24/25 LEGAL SVC-CRIA	\$15,262.80
12207	06/11/2025		CINTAS CORPORATION LOC 693	\$145.53
	Invoice	Date	Description	Amount

Civic-Recreational-Industrial Authority
Board Meeting
June 11, 2025

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	9319192124	04/30/2025	LEASE FEE AED MACHINE-EXPO CENTER-APRIL2025	\$145.53
12208	06/11/2025		CITY OF INDUSTRY	\$494.70
	Invoice	Date	Description	Amount
	2025-00001903	04/30/2025	APRIL 2025-FUEL COSTS	\$494.70
12209	06/11/2025		CNC ENGINEERING	\$79,822.50
	Invoice	Date	Description	Amount
	512605	05/22/2025	PAVILION UPGRADES	\$19,063.75
	512606	05/22/2025	EXPO CENTER ALARM SYSTEM UPGRADES	\$29,060.00
	512607	05/22/2025	EXPO CENTER AUDIO/VIDEO UPGRADES	\$10,730.00
	512616	05/22/2025	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN	\$20,968.75
12210	06/11/2025		CRIA-EQUESTRIAN CENTER	\$60,000.00
	Invoice	Date	Description	Amount
	APR-25	06/02/2025	REIMBURSEMENT FOR APRIL 2025 OPERATING COSTS	\$60,000.00
12211	06/11/2025		CRIA-PAYROLL ACCOUNT	\$4,000.00
	Invoice	Date	Description	Amount
	MAY-25	05/12/2025	REPLENISH PAYROLL ACCT FOR MAY 2025	\$4,000.00
12212	06/11/2025		DECIBEL STUDIOS, LLC	\$56,810.76
	Invoice	Date	Description	Amount
	KR060226	06/03/2025	SUPPLIES/MATERIALS FOR AUDIO UPGRADES @GRAI	\$56,810.76
12213	06/11/2025		ELEVATE PUBLIC AFFAIRS, LLC	\$6,000.00
	Invoice	Date	Description	Amount

**Civic-Recreational-Industrial Authority
Board Meeting
June 11, 2025**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	4442	05/15/2025	PROFESSIONAL SVC-APRIL 2025	\$6,000.00
12214	06/11/2025		ESPY'S ELECTRICAL SERVICES INC.	\$2,250.00
	Invoice	Date	Description	Amount
	1619	04/29/2025	RE-WIRE NEW WTR HEATER FOR PAVILION RESTROC	\$2,250.00
12215	06/11/2025		FRAZER, LLP	\$2,384.00
	Invoice	Date	Description	Amount
	193657	04/30/2025	PROFESSIONAL SVC-APRIL 2025	\$2,384.00
12216	06/11/2025		IDS GROUP, INC.	\$31,990.10
	Invoice	Date	Description	Amount
	20X047.0-25	04/30/2025	ELECTRICAL ENG SVC-CRIA EXPO	\$11,331.50
	24X080.00-4	05/07/2025	ELECTRICAL ENG SVC-CRIA MASTER PLAN @EXPO	\$20,658.60
12217	06/11/2025		INDUSTRY SECURITY SERVICES	\$62,912.92
	Invoice	Date	Description	Amount
	SG-ECGP-2036	05/02/2025	4/25-5/1/25 SECURITY SVC-EXPO CNTR	\$12,465.60
	SG-ECGP-2037	05/09/2025	5/2-5/8/25 SECURITY SVC-EXPO CNTR	\$12,448.21
	SG-ECGP-2038	05/16/2025	5/9-5/15/25 SECURITY SVC EXPO CNTR	\$12,455.75
	SG-ECGP-2039	05/23/2025	5/16-5/22/25 SECURITY SVC-EXPO CNTR	\$12,465.60
	SG-ECGP-2040	05/30/2025	5/23-5/29/25 SECURITY SVC-EXPO CNTR	\$13,077.76
12218	06/11/2025		KLINE'S PLUMBING, INC.	\$15,192.53
	Invoice	Date	Description	Amount
	1042	04/22/2025	PLUMBING MAINT SVC-CRIA	\$275.00
	1063	05/01/2025	PLUMBING MAINT SVC-CRIA	\$685.00

Civic-Recreational-Industrial Authority
Board Meeting
June 11, 2025

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	1052	04/25/2025	PURCHASE INSTALL NEW WATER HEATER FOR PAVIL	\$12,742.53
	14151	05/22/2025	PLUMBING MAINT SVC-CRIA	\$1,490.00
12219	06/11/2025		MORTISE & TENON BUILDING CORP	\$25,278.54
	Invoice	Date	Description	Amount
	270	04/28/2025	WATER DAMAGE REPAIR @ MINT BLDG-EXPO	\$9,887.52
	256	04/15/2025	REPAIR ELECTRICAL PULL BOX @ EXPO	\$4,482.27
	258	04/16/2025	AUDIO VISUAL EQUIP CLEANUP - GRAND ARENA EXPC	\$4,980.50
	268	04/22/2025	REPAIR TWO SLIDING GATES @ HORSESHOE ARENA	\$4,495.75
	294	05/19/2025	HANDYMAN MAINT SVC-CRIA	\$1,432.50
12220	06/11/2025		MX GRAPHICS, INC.	\$1,028.05
	Invoice	Date	Description	Amount
	34099	04/28/2025	PROVIDE PROJECT PLANS/SPECIFICATIONS FOR PRE	\$1,028.05
12221	06/11/2025		PLACEWORKS	\$1,100.00
	Invoice	Date	Description	Amount
	IND-22.13-4	04/30/2025	TECH SVC-NEW BANQUET @ EXPO	\$1,100.00
12222	06/11/2025		SAN GABRIEL VALLEY NEWSPAPER C	\$2,734.53
	Invoice	Date	Description	Amount
	0011730020	04/14/2025	ACCT #5007735-NOTICE OF INVITING BIDS-CRIA	\$2,734.53
12223	06/11/2025		VENEKLASSEN ASSOCIATES, INC.	\$25,365.20
	Invoice	Date	Description	Amount
	78585	05/15/2025	DESIGN SVC-EXPO CENTER GRAND ARENA AV UPGR	\$25,365.20

**Civic-Recreational-Industrial Authority
Board Meeting
June 11, 2025**

Check	Date	Payee Name	Check Amount
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CRIA.WF.CHK - CRIA Wells Fargo Checking

12224	06/11/2025		WEST COAST ARBORISTS, INC.	\$147,602.00
	Invoice	Date	Description	Amount
	228782	04/30/2025	TREE MAINT SVC-EXPO FY 24/25	\$45,739.00
	229386	05/15/2025	TREE MAINT SVC-EXPO CNTR	\$101,863.00

Checks	Status	Count	Transaction Amount
	Total	25	\$589,384.27

ITEM NO. 6.2

CRIA CHECK REGISTER

APRIL
2025

Industry Hills Expo Center - Check Register

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
04/01/2025	19107	PAV-051025 CASSANDRA CURRY	3,300.00	REFUND- RELOCATED EVENT DUE TO ARENA CONFLICT
04/01/2025	19108	FED EX	43.83	POSTAGE EXPENSE
04/01/2025	19109	HARBOR DISTRIBUTING,LLC	449.60	BEVERAGE ORDER-ALCOHOL INVENTORY
04/01/2025	19110	JANUS PEST MANAGEMENT, INC.	95.00	PEST CONTROL
04/01/2025	19111	LOCKS PLUS	195.00	CHANGE LOCK ASSEMBLY-IT SERVER ROOM
04/01/2025	19112	MARTHA CUEVAS	372.00	LINEN SERVICE
04/01/2025	19113	OFFICE DEPOT	178.20	OFFICE SUPPLIES EXPENSE
04/01/2025	19114	OS4 LABOR	3,666.40	CONTRACT LABOR PR W/E 032325
04/01/2025	19115	AR-031525 MARICELA ARMENDARIZ	100.00	SEC DEPOSIT REFUND
04/08/2025	19116	PET002-PETTY CASH	723.83	REPLENISH PETTY CASH-MARCH RECEIPTS
04/08/2025	19117	PAV-040325 LA COUNTY DEPT. PRKS & REC	700.00	SEC DEPOSIT REFUND
04/09/2025	19119	ANHEUSER BUSCH SALES OF AMERICA	665.00	BEVERAGE ORDER-ALCOHOL INVENTORY
04/09/2025	19120	CNC EQUESTRIAN MANAGEMENT	45,378.08	EXPO CTR MAINT. 0210-030925
04/09/2025	19121	FED EX	45.29	POSTAGE EXPENSE
04/09/2025	19122	FRONTIER COMMUNICATIONS	189.47	MONTHLY INTERNET SERVICE EXPENSE
04/09/2025	19123	INDUSTRY SECURITY SERVICES, INC.	2,149.36	EVENT SECURITY SERVICES
04/09/2025	19124	JANUS PEST MANAGEMENT, INC.	1,703.00	PEST CONTROL
04/09/2025	19125	JUAN LOPEZ	3,180.00	IT CONSULTING & SUPPORT SERVICES
04/09/2025	19126	LOCKS PLUS	281.92	REMOVE BRKN KEY/MAKE ADD'L COPIES
04/09/2025	19127	MX GRAPHICS	166.70	REPLACE FILM ROLL-OFFICE LAMINATING MACHINE
04/09/2025	19128	NENA'S GOURMET POPCORN	1,000.00	POPCORN FOR LET'S TEAM UP EVENT
04/09/2025	19129	OFFICE DEPOT	17.08	OFFICE SUPPLIES EXPENSE
04/09/2025	19130	OS4 LABOR	2,766.39	CONTRACT LABOR PR W/E 033025
04/09/2025	19131	REPUBLIC NATIONAL DISTRIBUTING COMPANY	2,076.80	BEVERAGE ORDER-ALCOHOL INVENTORY
04/09/2025	19132	TBS CLEANING SERVICE	4,480.00	EVENT CLN SERV. ARENA EVENTS MARCH-INPEFESS
04/09/2025	19133	THE FLY GUY	460.81	FLY ABATEMENT SYSTEM REFILL MATERIALS
04/09/2025	19134	VALLEY VISTA SERVICES	6,034.21	STORAGE BOX, 3YD FRT LOAD, 2 YD REC, 40 YD ROLLOFF
04/09/2025	19135	XEROX FINANCIAL SERVICES	1,783.27	XEROX LEASE PMT MAR/APR. & SKIPPED INV FEB/MAR.
04/09/2025	19136	CNC EQUESTRIAN MANAGEMENT	36,000.00	MONTHLY SALARIES-APRIL
04/09/2025	19137	CNC EQUESTRIAN MANAGEMENT	15,000.00	MONTHLY MANAGEMENT FEE
04/09/2025	19138	HARBOR DISTRIBUTING,LLC	2,208.25	BEVERAGE ORDER-ALCOHOL INVENTORY
04/09/2025	19139	SYSCO	3,355.02	BEVERAGE ORDER-ALCOHOL INVENTORY
04/09/2025	19140	LOS ANGELES COUNTY-DEPT OF PUBLIC HEALTH	1,830.00	PERMIT FEES-GRAND ARENA
04/14/2025	19141	VOID CHECK	0.00	PRINTER ERROR
04/14/2025	19142	VOID CHECK	0.00	PRINTER ERROR
04/15/2025	19143	INDUSTRY HILLS ROTARY CLUB	250.00	ADVERTISING EXPENSE-PROGRAM AD SPACE
04/16/2025	19144	PAV-041325 INGLEWOOD YOUTH FOUNDATION	700.00	SEC DEPOSIT REFUND
04/16/2025	19145	PAV-041125 CATHOLIC RESOURCE CTR	700.00	SEC DEPOSIT REFUND
04/16/2025	19146	AT&T	563.47	MONTHLY WIRELESS PHONE SERVICES
04/16/2025	19147	CINTAS	3,141.25	MATS, MOPS AND UNIFORMS
04/16/2025	19148	CNC EQUESTRIAN MANAGEMENT	39,324.97	EXPO CTR MAINT. 0310-040625
04/16/2025	19149	INDUSTRY SECURITY SERVICES, INC.	9,479.41	EVENT SECURITY SERVICES
04/16/2025	19150	JANUS PEST MANAGEMENT, INC.	660.00	PEST CONTROL
04/16/2025	19151	MARTHA CUEVAS	678.00	LINEN SERVICE
04/16/2025	19152	OS4 LABOR	4,423.43	CONTRACT LABOR PR W/E 040625
04/16/2025	19153	PITNEY BOWES	147.59	POSTAGE EXPENSE
04/16/2025	19154	SO CAL GAS	14.30	MONTHLY UTILITY EXPENSE

CRIA CHECK REGISTER

APRIL
2025

Industry Hills Expo Center - Check Register

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
04/16/2025	19155	TBS CLEANING SERVICE	4,677.75	EVENT CLN SERV. ARENA EVENTS APRIL-MONSTER T RUCK
04/16/2025	19156	VALLEY VISTA SERVICES	795.42	3 YD FRT LOAD SERVICE
04/23/2025	19158	CINTAS	1,045.40	MATS, MOPS AND UNIFORMS
04/23/2025	19159	FRONTIER COMMUNICATIONS	759.84	MONTHLY PHONE SERVICE-OFFICE
04/23/2025	19160	JANUS PEST MANAGEMENT, INC.	1,043.00	PEST CONTROL
04/23/2025	19161	OS4 LABOR	1,787.67	CONTRACT LABOR PR W/E 041325
04/23/2025	19162	PISTONBONES	1,782.19	EVENT PARKING/RV PARKING WINDSHIELD DECALS
04/23/2025	19163	SOUTHERN CALIFORNIA EDISON	12,137.42	MONTHLY UTILITY EXPENSE
04/28/2025	19164	JANUS PEST MANAGEMENT, INC.	95.00	PEST CONTROL
04/28/2025	19165	MRC SMART TECHNOLOGY SOLUTIONS	523.83	XEROX COPIER LEASE PMT
04/28/2025	19166	OS4 LABOR	2,500.22	CONTRACT LABOR PR W/E 042025
04/28/2025	19167	ROGERS, CLEM & CO.	2,200.00	MONTHLY ACCT'G & CONSULTING EXPENSE
04/28/2025	19168	TBS CLEANING SERVICE	3,950.00	MNTHLY CLEAN EXPO/BANQ. & EVENT CLN CONEJO KC
04/29/2025	19170	California Dept. of Tax and Fee Admin.	3,835.00	SALES TAX PAYMENT
04/30/2025	19172	AR-042725 MONICA MEJIA	400.00	SEC DEPOSIT REFUND
04/30/2025	19173	PAV-042625 MANUEL DE LEON	700.00	SEC DEPOSIT REFUND
04/30/2025	19174	PAV-042525 PABLO VEGA	655.00	SEC DEPOSIT REFUND
TOTAL			239,564.67	

ITEM NO. 6.3

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 11, 2024
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Chairman Benavidez.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Board Members taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Eric Benavidez, Chairman
Ronald Whittemore, Vice Chairman
Sean Lee, Board Member
Ronald McPeak, Board Member

ABSENT: Bob Lindsey, Board Member

STAFF PRESENT: Josh Nelson, Executive Director; Bing Hyun, Assistant Executive Director; James M. Casso, General Counsel; Cory Moss, Expo Facility Ops Manager; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT CALENDAR

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR DECEMBER 11, 2024

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 11, 2024
PAGE 2

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY CNC EQUESTRIAN MANAGEMENT SERVICES FOR THE INDUSTRY HILLS EXPO CENTER FOR OCTOBER 2024

RECOMMENDED ACTION: *Approve the Register of Demands.*

A handout was provided to the Authority.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding the Consent Calendar. There were none.

There were no comments from the public.

MOTION BY VICE CHAIRMAN WHITTEMORE, AND SECOND BY BOARD MEMBER MCPEAK TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	LEE, MCPEAK, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	LINDSEY
ABSTAIN:	BOARD MEMBERS:	NONE

ACTION ITEMS

7.1 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR OCTOBER 31, 2024

RECOMMENDED ACTION: *Receive and file the report.*

Dean Yamagata from Frazier, LLP provided a staff report regarding the Financial Report for October 31, 2024. He was available to answer any questions.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.1. There were none.

There were no comments from the public.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 11, 2024
PAGE 3

MOTION BY BOARD MEMBER MCPEAK, AND SECOND BY CHAIRMAN BENNAVIDEZ TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	LEE, MCPEAK, VC/WHITTEMORE, C/BENNAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	LINDSEY
ABSTAIN:	BOARD MEMBERS:	NONE

7.2 UPDATE ON THE EXPO CENTER

RECOMMENDED ACTION: *Receive and file.*

A handout was provided to the Authority.

Cory Moss, Expo Facility Ops Manager, provided a staff report and was available to answer any questions.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.2. There were none.

There were no comments from the public.

MOTION BY BOARD MEMBER LEE, AND SECOND BY VICE CHAIRMAN WHITTEMORE TO RECEIVE AND FILE. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	LEE, MCPEAK, VC/WHITTEMORE, C/BENNAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	LINDSEY
ABSTAIN:	BOARD MEMBERS:	NONE

PUBLIC HEARING - NONE

CLOSED SESSION - NONE

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 11, 2024
PAGE 4

EXECUTIVE DIRECTOR COMMUNICATIONS

Executive Director Josh Nelson stated, due to the holidays, we plan to postpone the January 8, 2025, meeting to January 15, 2025.

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

Vice Chairman Whittemore and Expo Facility Ops Manager Moss wished everyone a Happy Holidays Season.

PUBLIC COMMENTS

There were none.

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:26 a.m.

Eric Benavidez, Chairman

Julie Gutierrez-Robles, Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 12, 2025
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:01 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Chairman Benavidez.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Board Members taking part remotely. The webcast was then terminated.

Executive Director Josh Nelson stated that Board Member Bob Lindsey was out on medical leave and will be replaced by Alex Bauman until further notice.

ROLL CALL

PRESENT: Eric Benavidez, Chairman
Ronald Whittemore, Vice Chairman
Alex Bauman, Board Member
Sean Lee, Board Member
Ronald McPeak, Board Member

STAFF PRESENT: Josh Nelson, Executive Director; James M. Casso, General Counsel; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT CALENDAR

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR FEBRUARY 12, 2025

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 12, 2025
PAGE 2

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY CNC EQUESTRIAN MANAGEMENT SERVICES FOR THE INDUSTRY HILLS EXPO CENTER FOR DECEMBER 2024

RECOMMENDED ACTION: *Approve the Register of Demands.*

Chairman Benavidez asked if there were any comments or questions from the Authority regarding the Consent Calendar. There were none.

There were no comments from the public.

MOTION BY BOARD MEMBER MCPEAK, AND SECOND BY BOARD MEMBER LEE TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	BAUMAN, LEE, MCPEAK, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

ACTION ITEMS

7.1. CONSIDERATION OF A MAINTENANCE SERVICES AGREEMENT WITH BLAKE AIR CONDITIONING & SERVICE CO., INC. FOR ROUTINE HVAC MAINTENANCE AT VARIOUS LOCATIONS AT THE EXPO CENTER, IN AN AMOUNT NOT-TO-EXCEED \$60,000.00, THROUGH FEBRUARY 12, 2028

RECOMMENDED ACTION: *Approve the Maintenance Services Agreement.*

Field Operation Project Manager, Justin Aguilar, with CNC Engineering provided a staff report and was available to answer any questions.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.1. There were none.

There were no comments from the public.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 12, 2025
PAGE 3

MOTION BY VICE CHAIRMAN WHITTEMORE, AND SECOND BY BOARD MEMBER MCPEAK TO APPROVE THE MAINTENANCE SERVICES AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	BAUMAN, LEE, MCPEAK, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

7.2 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR DECEMBER 31, 2024

RECOMMENDED ACTION: *Receive and file the report.*

Dean Yamagata from Frazier, LLP provided a staff report regarding the Financial Report for December 31, 2024. He was available to answer any questions.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.2. There were none.

There were no comments from the public.

MOTION BY VICE CHAIRMAN WHITTEMORE, AND SECOND BY CHAIRMAN BENAVIDEZ TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	BAUMAN, LEE, MCPEAK, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

7.3 UPDATE ON THE EXPO CENTER

RECOMMENDED ACTION: *Receive and file.*

Expo Facility Ops Manager, Cory Moss, extended her apologies through Clem Calvillo

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 12, 2025
PAGE 4

for not attending today's meeting. Clem Calvillo from CNC Engineering provided a staff report in her absence and was available to answer any questions.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.3. There were none.

There were no comments from the public.

MOTION BY BOARD MEMBER LEE, AND SECOND BY CHAIRMAN BENEVIDEZ TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	LEE, MCPEAK, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

PUBLIC HEARING - NONE

CLOSED SESSION - NONE

EXECUTIVE DIRECTOR COMMUNICATIONS

There were none.

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

Chairman Benavidez welcomed Alex Bauman and sent his best to Bob Lindsey

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:12 a.m.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 12, 2025
PAGE 5

Eric Benavidez, Chairman

Julie Gutierrez-Robles, Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 12, 2025
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Chairman Benavidez.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Board Members taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Eric Benavidez, Chairman
Ronald Whittemore, Vice Chairman
Alex Bauman, Board Member
Sean Lee, Board Member
Ronald McPeak, Board Member

STAFF PRESENT: Bing Hyun, Assistant Executive Director; Mat Hudson, Engineering Manager; James M. Casso, General Counsel; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT CALENDAR

Chairman Eric Benavidez asked for a staff report on Item No. 6.2.

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR MARCH 12, 2025

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

6.2 PRESENTATION OF THE FY 2024-2025 MID-YEAR BUDGET REPORT, AND CONSIDERATION OF RESOLUTION NO. CRIA 2025-01, ADOPTING THE FY 2024-

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 12, 2025
PAGE 2

2025 PROPOSED MID-YEAR BUDGET AMENDMENTS FOR THE CIVIC-RECREATIONAL- INDUSTRIAL AUTHORITY, AND THE FY 2024-2025 PROPOSED MID-YEAR BUDGET AMENDMENTS FOR THE CAPITAL IMPROVEMENT PROGRAM BUDGET

RECOMMENDED ACTION: *Receive and file the FY 24-25 Mid-Year Budget Report, and adopt Resolution No. CRIA 2025-01, approving the Proposed FY 25 Mid-Year Budget Amendments.*

Financial Analyst II, Mila Milivoievici, provided a staff report on the FY 24-25 Mid-Year Budget Report and was available to answer any questions.

6.3. ANNUAL FINANCIAL REPORTS FOR THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY, YEAR ENDING JUNE 30, 2024

RECOMMENDED ACTION: *Receive and file the annual financial reports for the year ending June 30, 2024*

6.4. CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY CNC EQUESTRIAN MANAGEMENT SERVICES FOR THE INDUSTRY HILLS EXPO CENTER FOR JANUARY 2025

RECOMMENDED ACTION: *Approve the Register of Demands.*

6.5. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 13, 2024 REGULAR MEETING

RECOMMENDED ACTION: *Approve as submitted.*

6.6. SYSTEM AT THE INDUSTRY HILLS EXPO CENTER, EXTENDING THE TERM THROUGH DECEMBER 31, 2026, REVISING THE SCOPE OF SERVICES, AND INCREASING COMPENSATION BY \$45,000.00 (MP 01-34 #32)

RECOMMENDED ACTION: *Approve the Amendment.*

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 12, 2025
PAGE 3

This item was pulled by Assistant Executive Director Bing Hyun due to last-minute changes to the amendment with the IDS Group, Inc. This will be brought back at the next meeting.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding the Consent Calendar. There were none.

There were no comments from the public.

MOTION BY BOARD MEMBER MCPEAK, AND SECOND BY BOARD MEMBER LEE TO APPROVE THE CONSENT CALENDAR, EXCLUDING ITEM No. 6.6. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	BAUMAN, LEE, MCPEAK, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

ACTION ITEMS

7.1. PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR JANUARY 31, 2025

RECOMMENDED ACTION: *Receive and file the report.*

Dean Yamagata from Frazier LLP provided a staff report regarding the Financial Report for January 31, 2025. He was available to answer any questions.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.1. There were none.

There were no comments from the public.

MOTION BY VICE CHAIRMAN WHITTEMORE, AND SECOND BY BOARD MEMBER MCPEAK TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 12, 2025
PAGE 4

AYES:	BOARD MEMBERS:	BAUMAN, LEE, MCPEAK, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

7.2. UPDATE ON THE EXPO CENTER

RECOMMENDED ACTION:

Receive and file.

Assistant Executive Director, Bing Hyun, stated that Cory Moss, Expo Facility Ops Manager, was in Washington DC representing the City of Industry and the Foothill Transit Board with federal electives. There is nothing to report except that the office continues to be very busy.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.2. There were none.

There were no comments from the public.

MOTION BY BOARD MEMBER LEE, AND SECOND BY VICE CHAIRMAN WHITTEMORE TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	BAUMAN, LEE, MCPEAK, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

PUBLIC HEARINGS-NONE

CLOSED SESSION - NONE

EXECUTIVE DIRECTOR COMMUNICATIONS

Assistant Executive Director, Bing Hyun, stated Executive Director Josh Nelson and Expo Facility Ops Manager Cory Moss, were in Washington DC today, hence the

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 12, 2025
PAGE 5

reason for not attending today's meeting. There were no other Executive Director communications.

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

Vice Chairman Whittimore stated that the State of the City is scheduled for March 25th, and encouraged everyone to attend.

PUBLIC COMMENTS

There were none.

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:13 a.m.

Eric Benavidez, Chairman

Julie Gutierrez-Robles, Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 9, 2025
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Chairman Benavidez.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Board Members taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Eric Benavidez, Chairman
Ronald Whittemore, Vice Chairman
Alex Bauman, Board Member
Sean Lee, Board Member
Ronald McPeak, Board Member

STAFF PRESENT: Josh Nelson, Executive Director; Bing Hyun, Assistant Executive Director; James M. Casso, General Counsel; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT CALENDAR

Chairman Eric Benavidez asked for a staff report on Item No. 6.4.

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR APRIL 9, 2025

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 9, 2025
PAGE 2

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY CNC EQUESTRIAN MANAGEMENT SERVICES FOR THE INDUSTRY HILLS EXPO CENTER FOR FEBRUARY 2025

RECOMMENDED ACTION:

Receive and file.

6.3. CONSIDERATION OF AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH IDS GROUP, INC., FOR DESIGN SERVICES FOR THE EXPO CENTER FIRE ALARM SYSTEM AT THE INDUSTRY HILLS EXPO CENTER, EXTENDING THE TERM THROUGH DECEMBER 31, 2026, REVISING THE SCOPE OF SERVICES, AND INCREASING COMPENSATION BY \$45,000.00 (MP 01-34 #32)

RECOMMENDED ACTION:

Approve the Amendment.

6.4. CONSIDERATION OF AMENDMENT NO.4 TO THE MAINTENANCE SERVICES AGREEMENT WITH A.D. WILSON, INC., FOR THE MAINTENANCE OF UNDERGROUND UTILITY SUBSTRUCTURES AT THE INDUSTRY HILLS EXPO CENTER, EXTENDING THE TERM THROUGH JUNE 30, 2026, INCREASING COMPENSATION BY \$100,000.00, AND REVISING THE RATE SCHEDULE (MP 01-34)

RECOMMENDED ACTION:

Approve the Amendment.

Dev Birla, Contract Electric Utility Director, from CNC Engineering provided a staff report on the Maintenance Services Agreement with A.D. Wilson, Inc. for the maintenance of underground utility substructures at the Industry Hills Expo Center.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding the Consent Calendar. There were none.

There were no comments from the public.

MOTION BY BOARD MEMBER MCPEAK, AND SECOND BY VICE CHAIRMAN WHITTEMORE TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 9, 2025
PAGE 3

AYES:	BOARD MEMBERS:	BAUMAN, LEE, MCPEAK, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

ACTION ITEMS

7.1. PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR FEBRUARY 28, 2025

RECOMMENDED ACTION: *Receive and file the report.*

Dean Yamagata from Frazier LLP provided a staff report regarding the Financial Report for February 28, 2025. He was available to answer any questions.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.1. There were none.

There were no comments from the public.

MOTION BY VICE CHAIRMAN WHITTEMORE, AND SECOND BY CHAIRMAN BENAVIDEZ TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	BAUMAN, LEE, MCPEAK, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

7.2. UPDATE ON THE EXPO CENTER

RECOMMENDED ACTION: *Receive and file.*

Cory Moss, Expo Facility Ops Manager, provided a staff report and was available to answer any questions.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 9, 2025
PAGE 4

Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.2. There were none.

There were no comments from the public.

MOTION BY BOARD MEMBER LEE, AND SECOND BY BOARD MEMBER MCPEAK TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	BAUMAN, LEE, MCPEAK, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

PUBLIC HEARINGS-NONE

CLOSED SESSION - NONE

EXECUTIVE DIRECTOR COMMUNICATIONS

Executive Director Josh Nelson mentioned to the Authority that the next monthly meeting in May will be earlier than usual. The meeting is scheduled for Wednesday, May 7th.

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

Chairman Benevidez stated that the staff did an excellent job addressing the State of the City. Vice Chairman agreed and said it was very informative and done very well.

PUBLIC COMMENTS

There were none.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 9, 2025
PAGE 5

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:16 a.m.

Eric Benavidez, Chairman

Julie Gutierrez-Robles, Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MAY 7, 2025
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Chairman Benavidez.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Board Members taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Eric Benavidez, Chairman
Ronald Whittemore, Vice Chairman
Alex Bauman, Board Member
Ronald McPeak, Board Member

ABSENT: Sean Lee, Board Member

STAFF PRESENT: Josh Nelson, Executive Director; Bing Hyun, Assistant Executive Director; James M. Casso, General Counsel; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT CALENDAR

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR MAY 7, 2025

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MAY 7, 2025
PAGE 2

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY CNC EQUESTRIAN MANAGEMENT SERVICES FOR THE INDUSTRY HILLS EXPO CENTER FOR MARCH 2025

RECOMMENDED ACTION:

Receive and file.

6.3. CONSIDERATION OF AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT WITH OCEAN BLUE ENVIRONMENTAL SERVICES, INC., FOR ON-CALL HAZARDOUS WASTE REMOVAL AND CLEAN UP SERVICES, EXTENDING THE TERM THROUGH MARCH 26,2028, REVISING THE SCOPE OF SERVICES AND RATE SCHEDULE, UPDATING THE ADDRESS FOR CRIA, AND INCREASING COMPENSATION BY \$50,000.00

RECOMMENDED ACTION:

Approve the Amendment.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding the Consent Calendar. There were none.

There were no comments from the public.

MOTION BY BOARD MEMBER MCPEAK, AND SECOND BY VICE CHAIRMAN WHITTEMORE TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	BAUMAN, MCPEAK, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	LEE
ABSTAIN:	BOARD MEMBERS:	NONE

ACTION ITEMS

7.1. PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR MARCH 31, 2025

RECOMMENDED ACTION:

Receive and file the report.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MAY 7, 2025
PAGE 3

Dean Yamagata from Frazier LLP provided a staff report regarding the Financial Report for March 31, 2025. He was available to answer any questions.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.1. There were none.

There were no comments from the public.

MOTION BY VICE CHAIRMAN WHITTEMORE, AND SECOND BY BOARD MEMBER MCPEAK TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	BAUMAN, MCPEAK, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	LEE
ABSTAIN:	BOARD MEMBERS:	NONE

7.2. UPDATE ON THE EXPO CENTER

RECOMMENDED ACTION:

Receive and file.

Cory Moss, Expo Facility Ops Manager, provided a staff report and was available to answer any questions.

Board Member McPeak asked about making credit card processing available at the arena events and Cory Moss said yes, in the banquet bars we recently purchased and have implemented new Clover cash registers that also have the capability to accept credit card payments. They are continuing to improve on these new procedures and are working through some of the bugs that come with launching new processes.

Chairman Benavidez asked if there were any comments from the public, there were none.

MOTION BY BOARD MEMBER MCPEAK, AND SECOND BY BOARD MEMBER VICE CHAIRMAN WHITTEMORE TO RECEIVE AND FILE. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MAY 7, 2025
PAGE 4

AYES:	BOARD MEMBERS:	BAUMAN, MCPEAK, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	LEE
ABSTAIN:	BOARD MEMBERS:	NONE

PUBLIC HEARINGS-NONE

CLOSED SESSION - NONE

EXECUTIVE DIRECTOR COMMUNICATIONS

There were none.

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

There were none.

PUBLIC COMMENTS

There were none.

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:11 a.m.

Eric Benavidez, Chairman

Julie Gutierrez-Robles, Secretary

ITEM NO. 6.4



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Yamini Pathak, Finance Director

DATE: June 25, 2025

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with Rogers, Anderson, Malody & Scott, LLP, for Auditing Services extending the term through June 30, 2028, increasing compensation by \$36,610.00, and updating the Rate Schedule

Background:

On or about May 10, 2023, the CRIA Board entered into a Professional Services Agreement (“Agreement”) with Rogers, Anderson, Malody & Scott, LLP (“RAMS”) for auditing services in the amount of \$8,490.00 through June 30, 2024. On June 12, 2024, Amendment No. 1 was approved to extend the term through June 30, 2025, with an increase of \$8,490.00.

Discussion:

Under the terms of the Agreement, there are three one-year extensions. Amendment No. 2 is the second extension and also increases compensation by \$8,490.00. In addition, the Board and RAMS wish to extend the agreement for another three (3) years, in lieu of executing the third (3) and final extension next year. As such, RAMS will perform CRIA audits through the fiscal year ending 2028, with a companion increase in compensation of an additional \$28,120.00.

Fiscal Impact:

The total fiscal impact is \$36,610.00 for audits related to the fiscal years ending June 2025 through June 2028. Costs for audit work to be performed through June 30, 2028 will be appropriated in CRIA – Professional Services (Account 300-800-5120.01) as part of the respective fiscal year's adopted budget.

Recommendation:

Staff recommends that the Board approve Amendment No. 2.

Exhibits:

1. COI CRIA RAMS Amendment No. 2

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT WITH
ROGERS, ANDERSON, MALODY, & SCOTT, LLP**

This Amendment No. 2 to the Professional Services Agreement (“Agreement”), is made and entered into this 11th day of June, 2025 (“Effective Date”), between the Civic Recreational Industrial Authority, a public body (“CRIA”) and Rogers, Anderson, Malody, & Scott, LLP, a California Limited Liability Partnership (“Consultant”). The CRIA and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about May 10, 2023, the Agreement was entered into and executed between the CRIA and Rogers, Anderson, Malody, & Scott, LLP (“RAMS”) to provide professional auditing services; and

WHEREAS, on or about June 12, 2024, Amendment No. 1 was approved to extend the term through June 30, 2025, and increase compensation by \$8,490.00; and

WHEREAS, the Parties desire to amend the Agreement to extend the term to June 30, 2028, with a companion increase in compensation of \$36,610.00, and update the Rate Schedule; and

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

AMENDMENT

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

Section 1. TERM

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

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2028, unless sooner terminated pursuant to the provisions of this Agreement

Section 4. PAYMENT

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

(a) The CRIA 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-Three Thousand Five Hundred Ninety Dollars (\$53,590.00) 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 Rate Schedule set forth in Attachment 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 here executed this Amendment No. 2 to the Agreement as of the Effective Date.

“CRIA”
Civic Recreational Industrial Authority

“CONSULTANT”
Rogers, Anderson, Malody & Scott, LLP

By: _____
Joshua Nelson, Executive Director

By: _____
Scott W. Manno, Partner

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

Attachment 1

EXHIBIT B

RATE SCHEDULE

Description of Services	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Civic Recreational-Industrial Authority audit and related reports	\$8,490.00	\$9,100.00	\$9,370.00	\$9,650.00
Grand Total				\$36,610.00

ITEM NO. 6.5



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Yamini Pathak, Finance Director

DATE: June 25, 2025

SUBJECT: Consideration of Resolution No. CRIA 2025-02 – A Resolution of the Civic-Recreational-Industrial Authority (“CRIA”) Adopting the FY 2025-2026 CRIA Budget

Background:

Below is a summary of the revenues and expenses for the Civic Recreational Industrial Authority.

CRIA ADMIN AND CRIA EXPO CENTER
BUDGET COMPARISON TO PRIOR YEAR
PROPOSED BUDGET 2025-2026

	PROPOSED BUDGETED REVENUES			PROPOSED BUDGETED EXPENDITURES		
	2025 - 2026	2024 - 2025	%- CHANGE	2025 - 2026	2024 - 2025	%- CHANGE
360 CRIA	\$ 5,000	\$ 4,000	-25%	\$ 2,715,000	\$ 2,677,896	1%
361 CRIA - EXPO CENTER	1,817,000	1,711,100	6%	2,726,000	2,610,200	4%
121 CRIA CAPITAL IMPROVEMENT	-	-	0%	8,855,000	4,750,000	86%
	<u>\$ 1,822,000</u>	<u>\$ 1,715,100</u>		<u>\$ 14,296,000</u>	<u>\$ 10,038,096</u>	

Discussion:

Staff has budgeted total revenues for CRIA Administration in the amount of \$5,000, and are anticipating \$2,715,000 in expenditures, which mainly include landscape maintenance, security, professional services and general engineering. Expenditures which exceed revenue will be supported by transfers in from the City of Industry’s General Fund.

Staff has budgeted total revenues for the CRIA Expo Center in the amount of \$1,817,000, and \$2,726,000 of expenditures. Staff budgeted revenues from events as the Expo Center has completely reopened and completes numerous improvement projects. Proposed budget

expenditures for the Expo Center include contract labor of \$1,029,000 and property maintenance of \$183,000. The short fall of expenditures will be supported by transfers in from the CRIA Administration budget.

Fiscal Impact:

The FY 2025-26 CRIA Budget totals \$5,441,000 in expenditures and is funded by \$1,822,000 in revenues and a \$3,574,400 subsidy from the City's General Fund. The difference of \$44,600 will be covered by existing CRIA funds.

The FY 2025-26 Capital Budget for the Expo Center totals \$8,855,000 and is funded by the bond proceeds from the 2015 Sales Tax Bond funds, as included in the City's FY 2025-26 Adopted CIP Budget.

Recommendation:

Staff recommends that the Board adopt Resolution No. CRIA 2025-02, adopting the Budget for the Civic Recreational Industrial Authority for Fiscal Year 2025-2026.

Exhibits:

1. COI CRIA Resolution FY 2026 Budget
2. CRIA Budget FY 2025-26

RESOLUTION NO. CRIA 2025-02

A RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY (“CRIA”) ADOPTING THE FISCAL YEAR 2025-26 CRIA BUDGET

WHEREAS, on June 25, 2025, the Civic-Recreational-Industrial-Authority Board (“CRIA Board”) held a budget workshop and received a presentation on the FY 2025-26 (“FY 2026”) Proposed Operating Budget and FY 2026 Proposed Capital Improvement Program (“CIP”) Budget for CRIA; and

WHEREAS, the purpose of the budget workshop was to give the CRIA Board an opportunity to thoroughly review the proposed budget, ask questions, and provide comments and direction to Staff; and

WHEREAS, it is necessary for the Board to adopt CRIA’s FY 2026 Budget; and

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

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

Section 2. The Board hereby adopts the FY 2026 Budget, attached hereto as Exhibit A, and incorporated herein by reference.

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 Secretary shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Civic-Recreational-Industrial Authority at a special meeting held on June 25, 2025, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

Eric Benavidez, Chairman

ATTEST:

Julie Gutierrez-Robles, Secretary



Civic Recreational Industrial Authority (CRIA)

City of Industry | FY 2025/26 Proposed Budget

**CIVIC RECREATIONAL INDUSTRIAL AUTHORITY AND EXPO CENTER
PROPOSED ANNUAL BUDGET**

REVENUE SUMMARY BY FUND	ADOPTED	AMENDED	ACTUAL	ADOPTED	AMENDED	ACTUAL	PROPOSED
	BUDGET	BUDGET	2023-24	BUDGET	BUDGET	3/31/2025	BUDGET
	2023-24	2023-24	2023-24	2024-25	2024-25		2025-2026
CRIA							
4300.02 INVESTMENT INTEREST	\$ 2,000	\$ 2,000	\$ 3,581	\$ 4,000	\$ 4,000	\$ 3,114	\$ 5,000
4340 RENTAL INCOME	1,000	1,000	-	-	-	4	-
CRIA TOTAL	\$ 3,000	\$ 3,000	\$ 3,581	\$ 4,000	\$ 4,000	\$ 3,118	\$ 5,000
EXPO SPEEDWAY							
8142 BAR SALES	\$ 60,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8156 VENDOR FEE	2,100	-	-	-	-	-	-
8157 PARKING FEES	20,900	-	-	-	-	-	-
EXPO SPEEWAY TOTAL	\$ 83,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EXPO BANQUET							
4440 MISCELLANEOUS INCOME	\$ -	\$ -	\$ 3,778.67	\$ 400.00	\$ 900.00	\$ 11,880.00	\$ 6,000.00
8141 BANQUET RENTALS	136,600	123,500	265,471	212,800	238,000	203,038	243,000
8142 BAR SALES	127,700	103,400	235,979	181,900	219,100	154,935	224,000
8164 SECURITY REVENUE	26,900	29,000	50,789	43,000	46,600	33,683	59,000
8165 CONCESSION SALES	900	900	1,534	1,300	1,600	1,247	2,000
8168 EQUIPMENT RENTAL - BANQUET	400	400	3,490	1,300	2,800	6,509	10,000
8189 BANQUET TULIP INS	3,900	7,900	9,500	7,300	8,500	6,465	11,000
EXPO BANQUET TOTAL	\$ 296,400	\$ 265,100	\$ 570,542	\$ 448,000	\$ 517,500	\$ 417,756	\$ 555,000
EXPO GRAND ARENA							
4444 MISCELLANEOUS ARENA INCOME	\$ -	\$ 22,900	\$ 19,394	\$ 20,800	\$ 20,000	\$ 9,580	\$ 12,000
8035 SHOW BARN STALL RENTAL	65,900	75,100	64,585	79,100	51,400	29,885	58,000
8042 LIGHTING	7,100	16,600	23,089	19,000	21,700	17,413	30,000
8044 AUDIO/VIDEO TECH SUPPORT	1,000	-	-	-	5,000	5,000	5,000
8045 RV PARKING	12,800	43,600	55,210	57,600	66,200	58,252	68,000
8046 GROUND PREP FEE	-	-	2,000	2,600	1,300	-	2,000
8142 BAR SALES	329,800	453,400	467,122	502,600	382,600	221,319	391,000
8151 ARENA RENTALS	181,000	194,400	180,878	182,600	182,900	128,500	187,000
8153 SHAVINGS SALES	6,000	6,000	3,963	5,400	6,800	4,123	5,000
8155 CLEAN UP & TEAR DOWN FEES	7,000	29,500	36,958	32,200	39,700	26,838	49,000
8156 VENDOR FEE	26,900	57,700	43,205	45,600	46,300	24,916	42,000
8157 PARKING FEES	135,200	298,900	254,561	261,200	262,300	160,538	277,000
8158 OUTDOOR ARENA	2,800	9,600	4,000	4,200	8,000	5,900	7,000
8164 SECURITY REVENUE	42,500	84,900	87,758	77,900	82,800	56,545	106,000
8165 CONCESSION SALES	7,300	-	-	200	100	-	-
8168 EQUIPMENT RENTAL - BANQUET	9,300	14,000	12,742	12,000	14,600	9,045	15,000
8225 STAND BY OUTSIDE SERVICE FOR ARENA	-	-	9,246	2,200	1,100	-	7,000
EXPO GRAND ARENA TOTAL	\$ 834,600	\$ 1,306,600	\$ 1,264,709	\$ 1,305,200	\$ 1,192,800	\$ 757,854	\$ 1,261,000
EXPO ADMINISTRATIVE ACCOUNT							
4440 MISCELLANEOUS INCOME	\$ 1,100	\$ 100	\$ 706	\$ 1,200	\$ 800	\$ 1,245	\$ 1,000
EXPO ADMINISTRATIVE TOTAL	\$ 1,100	\$ 100	\$ 706	\$ 1,200	\$ 800	\$ 1,245	\$ 1,000
TOTAL EXPO CENTER	\$ 1,218,800	\$ 1,574,800	\$ 1,839,538	\$ 1,758,400	\$ 1,715,100	\$ 1,179,973	\$ 1,822,000

CIVIC RECREATIONAL INDUSTRY AUTHORITY AND EXPO CENTER
PROPOSED ANNUAL BUDGET

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED	AMENDED	ACTUAL	ADOPTED	AMENDED	ACTUAL	PROPOSED
		BUDGET	BUDGET		BUDGET	BUDGET		BUDGET
		2023-24	2023-24	2023-24	2024-25	2024-25	3/31/2025	2025-2026
CRIA ADMINISTRATION CITY								
5011	BOARD SALARIES	\$ 45,000	\$ 45,000	\$ 44,242	\$ 45,000	\$ 48,000	\$ 34,509	\$ 47,000
5012	GENERAL INSURANCE AND BONDING	-	-	-	-	-	-	-
5015	PAYROLL TAXES	-	-	-	-	-	-	-
5018	OFFICE SUPPLIES & POSTAGE	-	-	261	-	-	-	-
5025	MISCELLANEOUS	-	-	339	-	-	-	-
5027	MEDICARE	1,000	1,000	642	1,000	1,000	500	1,000
5030	STATE UNEMPLOYMENT	3,000	3,000	-	3,000	3,000	-	2,000
5032	STATE EMPLOYMENT & TRAINING TAX	1,000	1,000	-	1,000	1,000	-	-
5040	PARS - ARS	2,000	2,000	1,659	2,000	2,000	1,294	2,000
5068	LANDSCAPE MAINTENANCE	950,000	950,000	838,128	950,000	950,000	342,055	950,000
5120.01	PROFESSIONAL SERVICES	235,000	235,000	171,388	235,000	335,000	231,946	335,000
5120.02	LEGAL SERVICES	16,000	16,000	7,040	16,000	16,000	4,589	16,000
5120.04	ACCOUNTING SERVICES	2,000	2,000	1,378	2,000	2,000	1,343	2,000
5130	PLANNING, SURVEY AND DESIGN	1,000	1,000	66	-	-	-	-
5565	SMALL EQUIPMENTS & SUPPLIES	1,000	1,000	1,593	2,000	2,000	1,091	2,000
5570	PRINTING AND PHOTOGRAPHS	-	-	-	-	-	663	1,000
5620	VEHICLE EXPENSES	8,000	8,000	10,478	10,000	10,000	4,574	10,000
5631	WORKERS COMPENSATION	1,000	1,000	-	1,000	1,000	-	1,000
5730.01	UTILITIES - GAS	-	-	-	-	-	-	-
5730.02	UTILITIES - WATER	20,000	20,000	26,851	28,000	28,000	16,190	28,000
5900	GENERAL ENGINEERING	200,000	200,000	172,101	200,000	200,000	105,629	200,000
6120	SECURITY	491,000	491,000	631,451	626,000	658,896	443,256	679,000
6050	HAZARDOUS WASTE DISPOSAL	-	-	-	-	-	-	15,000
8510	PROPERTY MAINTENANCE	212,000	212,000	342,144	300,000	400,000	270,775	400,000
9010	FURNITURE, EQUIPMENT & FIXTURES	-	-	1,648	5,000	5,000	-	2,000
9060	RECLAIMED WATER SYSTEMS	-	-	14,963	15,000	15,000	15,313	22,000
	TOTAL	\$ 2,189,000	\$ 2,189,000	\$ 2,266,371	\$ 2,442,000	\$ 2,677,896	\$ 1,473,727	\$ 2,715,000

**CIVIC RECREATIONAL INDUSTRY AUTHORITY AND EXPO CENTER
PROPOSED ANNUAL BUDGET**

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED	AMENDED	ACTUAL	ADOPTED	AMENDED	ACTUAL	PROPOSED
		BUDGET	BUDGET		BUDGET	BUDGET		
		2023-24	2023-24	2023-24	2024-25	2024-25	3/31/2025	2025-2026
CRIA SPEEDWAY								
5756	AUDIO/VIDEO	\$ 1,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5761	COST OF ALCOHOL	20,600	-	-	-	-	-	-
5790	MISCELLANEOUS	300	-	-	-	-	-	-
6145	RIDER PRIZE MONEY PAYOUT	-	-	-	-	-	-	-
6225	OUTSIDE SERVICE	700	-	1,000	-	-	-	-
	TOTAL	\$ 23,500	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -
CRIA BANQUET								
5550	REPAIR AND MAINTENANCE EQUIPMENT	\$ -	\$ 1,300	\$ 546	\$ 600	\$ 300	\$ -	\$ -
5560	EQUIPMENT RENTAL	2,200	2,200	2,364	2,200	2,100	930	3,000
5630	INSURANCE & BOND	1,100	2,400	1,000	1,100	-	-	-
5745	SALES TAX - EXPO CENTER	-	4,300	1,856	-	700	628	2,000
5750	SUPPLIES	14,000	15,500	15,361	16,700	16,700	10,064	16,000
5754	BAR SUPPLIES	1,000	400	680	500	900	950	1,000
5757	PROMOTIONAL EXPENSES	-	-	161	700	400	-	-
5761	COST OF ALCOHOL	40,300	33,900	67,488	52,400	40,500	54,520	77,000
5790	MISCELLANEOUS	-	-	212	900	10,800	10,372	11,000
6140	SPECIAL SECURITY EXP	32,300	36,100	66,349	52,800	56,600	34,770	59,000
6220	CONTRACT LABOR	245,300	245,300	295,042	284,500	316,800	185,657	307,000
6225	OUTSIDE SERVICE	30,700	30,700	24,124	17,000	33,500	19,394	37,000
8510	PROPERTY MAINTENANCE	1,000	-	130	5,600	2,800	1,475	3,000
9010	FURNITURE, EQUIPMENT & FIXTURES	-	17,800	14,256	22,600	22,600	25,445	37,000
	TOTAL	\$ 367,900	\$ 389,900	\$ 489,571	\$ 457,600	\$ 504,700	\$ 344,206	\$ 553,000
CRIA GRAND ARENA								
5560	EQUIPMENT RENTAL	\$ -	\$ 16,700	\$ 27,641	\$ 15,900	\$ 18,800	\$ 12,885	\$ 30,000
5750	SUPPLIES	21,600	25,200	25,827	22,900	30,200	23,785	36,000
5753	CONCESSION SUPPLIES	-	-	-	-	-	-	-
5754	BAR SUPPLIES	5,000	10,300	6,927	5,300	6,600	3,980	7,000
5756	AUDIO/VIDEO	1,700	-	-	-	-	-	-
5757	PROMOTIONAL EXPENSES	400	20,400	18,787	18,900	9,500	-	10,000
5761	COST OF ALCOHOL	101,800	116,500	127,626	119,900	108,200	62,971	110,000
5762	COST OF SHAVINGS	5,600	5,600	3,004	4,400	5,200	2,964	4,000
5763	COST OF FEED	-	900	367	400	-	-	-
5780	BAD DEBT EXPENSE	9,900	9,900	-	-	-	-	-
5790	MISCELLANEOUS	1,300	2,800	3,222	3,400	1,900	240	2,000
5800	CONTRACT LABOR - CONCESSIONS	-	-	-	-	-	-	-
6140	SPECIAL SECURITY EXP	62,700	72,200	92,809	97,500	87,200	62,052	115,000

**CIVIC RECREATIONAL INDUSTRY AUTHORITY AND EXPO CENTER
PROPOSED ANNUAL BUDGET**

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED	AMENDED	ACTUAL	ADOPTED	AMENDED	ACTUAL	PROPOSED
		BUDGET	BUDGET		BUDGET	BUDGET		
		2023-24	2023-24	2023-24	2024-25	2024-25	3/31/2025	2025-2026
6145	RIDER PRIZE MONEY PAYOUT	-	2,800	2,800	-	-	-	-
6220	CONTRACT LABOR	189,600	198,800	204,379	205,700	203,600	117,152	197,000
6225	OUTSIDE SERVICE	71,500	113,900	110,335	106,100	68,700	43,092	86,000
8154	CONCESSION FEES	-	-	-	-	-	-	-
8510	PROPERTY MAINTENANCE	-	6,700	5,749	6,000	15,100	12,122	14,000
9010	FURNITURE, EQUIPMENT & FIXTURES	800	14,300	21,263	13,500	17,300	10,521	18,000
	TOTAL	\$ 471,900	\$ 617,000	\$ 650,739	\$ 619,900	\$ 572,300	\$ 351,764	\$ 629,000
CRIA ADMIN ACCOUNT								
4441.01	CASH SHORT/OVER	\$ -	\$ (1,200)	\$ (538)	\$ -	\$ 200	\$ 85	\$ -
5120	OUTSIDE SERVICES	59,700	59,700	53,744	70,600	126,400	81,199	103,000
5330	COMPUTER SOFTWARE & SUPPLIES	-	9,300	6,420	5,300	19,000	14,927	18,000
5550	REPAIR AND MAINTENANCE EQUIPMENT	300	-	108	700	600	219	-
5560	EQUIPMENT RENTAL	12,600	13,500	11,876	12,200	10,100	6,488	11,000
5610	TRAVEL AND MEETINGS	1,100	1,100	232	1,200	700	100	-
5640	ADVERTISING AND PRINTING	-	-	-	-	-	-	-
5690	DUES, SUBSCRIPTIONS, BOOKS, ETC	32,900	32,900	23,284	25,400	21,400	10,097	17,000
5720	TELEPHONE	8,800	10,200	10,794	11,000	10,900	9,892	11,000
5731	POSTAGE	1,800	1,100	1,247	1,000	1,200	1,776	3,000
5750	SUPPLIES	30,800	30,800	23,925	27,500	26,800	12,863	26,000
5770	BANK FEES	22,300	31,500	28,952	22,700	20,900	17,366	34,000
5790	MISCELLANEOUS	4,000	4,000	1,077	1,200	3,600	2,942	5,000
6220	CONTRACT LABOR	302,100	187,000	186,046	175,900	227,300	137,990	224,000
9010	FURNITURE, EQUIPMENT & FIXTURES	-	2,300	6,316	7,700	6,400	3,950	4,000
	TOTAL	\$ 476,400	\$ 382,200	\$ 353,481	\$ 362,400	\$ 475,500	\$ 299,893	\$ 456,000
CRIA GENERAL ACCOUNT								
5120	OUTSIDE SERVICES	\$ 305,100	\$ 261,000	\$ 253,702	\$ 286,800	\$ 245,200	\$ 125,224	\$ 251,000
5550	REPAIR AND MAINTENANCE EQUIPMENT	9,400	9,400	3,482	3,700	1,900	-	4,000
5620	VEHICLE EXPENSES	15,700	43,400	37,363	47,100	37,900	20,146	30,000
5630	INSURANCE & BOND	14,400	14,400	13,491	14,000	11,800	8,128	14,000
5720	TELEPHONE	6,700	6,700	6,882	7,100	7,400	3,775	8,000
5750	SUPPLIES	11,700	14,200	15,239	16,200	16,400	9,971	16,000
5790	MISCELLANEOUS	-	-	211	300	200	72	-
6220	CONTRACT LABOR	205,400	242,100	233,726	226,000	293,900	146,902	301,000
6325	DEPRECIATION	-	-	497,021	-	-	-	-
8040	UTILITIES	222,900	321,300	234,807	235,300	290,200	160,626	297,000
8510	PROPERTY MAINTENANCE	177,100	156,300	150,960	151,700	152,400	90,858	166,000
9010	FURNITURE, EQUIPMENT & FIXTURES	900	11,100	1,662	700	400	-	1,000
	TOTAL	\$ 969,300	\$ 1,079,900	\$ 1,448,545	\$ 988,900	\$ 1,057,700	\$ 565,702	\$ 1,088,000
	TOTAL EXPO CENTER	\$ 2,309,000	\$ 2,469,000	\$ 2,943,336	\$ 2,428,800	\$ 2,610,200	\$ 1,561,565	\$ 2,726,000



CIP Detail - CRIA

City of Industry | FY 2025/26 Proposed Budget

Capital Improvement Program

FY 2025 - 2026

#	Project Name	FY 25-26 Proposed Budget
9. Expo Center at Industry Hills (CRIA)		
A	Sewer Upgrades at Expo Center	15,000
B	Pavilion Building Upgrades	5,500,000
C	Expo Center Patio Café Improvements	5,000
D	Expo Center Fire Alarm System	1,400,000
E	Expo Center A/V upgrades to the Grand Arena	1,700,000
F	Expo Center Signage Improvements	5,000
G	New Banquet Facility	100,000
H	Expo Center ADA Upgrades	5,000
I	Expo Center Barn Improvements	25,000
J	Expo Center Office Improvements	100,000
	Total	\$8,855,000
	TOTALS - CRIA	\$8,855,000

ITEM NO. 6.6



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Yamini Pathak, Finance Director

DATE: June 25, 2025

SUBJECT: Consideration of Resolution No. CRIA 2025-03, a Resolution of the Civic-Recreational-Industrial Authority, Approving Blanket Purchase Orders (“BPOs”) for Vendors Totaling \$10,000.00 and Over for FY 2025-2026

Background:

A blanket purchase order (“BPO”) Vendor List is a list of all vendors with whom CRIA anticipates spending over \$10,000.00 in the fiscal year. On June 25, 2025, CRIA approved and adopted its budget for FY 2025-26 (“FY 26”). The FY 26 BPO Vendor List was developed in line with the FY 26 Adopted Budget.

Discussion:

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

BPOs are not intended to bypass or supersede the bidding provisions as outlined in the City of Industry’s Municipal Code (“Code”) (which applies to CRIA) or intended to bypass the City’s standard agreements and terms. Departments must adhere to the requirements of the City’s procurement policy, and must obtain informal bidding, quotes, or go through a formal procurement process as necessary. Finance will strictly enforce the purchasing policy and

ensure departments are adhering to the correct purchasing procedures.

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

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

Supplies & Equipment (Section 3.04.050) - For supplies and equipment, purchases of \$100,000.00 and under may be made at the discretion of the Executive Director.

Upon the approval of the CRIA Board of Directors, BPOs will be created for all vendors CRIA regularly conducts business with for supplies and equipment for FY 26.

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

Services (Section 3.04.055) - Procurement of professional services of an estimated value of fifty thousand dollars or less may be made by the Executive Director at his or her discretion on the open market without specific solicitation or competitive bidding requirements. Professional services greater than fifty thousand dollars require prior approval by the Board.

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

BPO Vendor List for FY 26

The BPO Vendor List for FY 26, attached as Exhibit A, includes all vendors with whom CRIA regularly conducts business. The BPO amounts are estimated amounts based on historical spending levels; all BPO amounts are in line with the FY 26 Adopted Budget.

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

Fiscal Impact:

The BPOs for all vendors listed in Exhibit A total \$245,000.00. This has been accounted for and included in the FY 26 Adopted Budget.

Recommendation:

Staff recommends the CRIA Board adopt Resolution No. CRIA 2025-03, approving the BPO Vendor List for vendors totaling \$10,000.00 and over for FY 26.

Exhibits:

1. COI CRIA Resolution Blanket Purchase Orders FY 26
2. Exhibit A - CRIA Blanket PO list FY25-26

RESOLUTION NO. CRIA 2025-03

RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY APPROVING BLANKET PURCHASE ORDERS FOR VENDORS TOTALING \$10,000.00 AND OVER FOR FY 2025-2026

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

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

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

WHEREAS, on June 25, 2025, CRIA approved and adopted its budget for FY 2025-26 (“FY 26”); and

WHEREAS, the FY 26 BPO Vendor List was developed in accordance with Chapter 3.04 of the City of Industry’s Municipal Code (which applies to CRIA) as it pertains to purchasing and bidding procedures; and

WHEREAS, the FY 26 BPO Vendor List was also developed in accordance with the FY 26 Adopted Budget.

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

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

Section 2. The the list of BPOs, attached hereto as Exhibit A, and incorporated herein by reference, for all vendors that total \$10,000.00 and over for FY 26, is hereby approved.

Section 3. The Executive Director, and/or his designee, is authorized to prepare and execute all BPOs identified and listed on said Exhibit A.

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

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

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Civic-Recreational-Industrial Authority at a special meeting held on June 25, 2025, by the following vote:

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

Eric Benavidez, Chairman

ATTEST:

Julie Gutierrez-Robles, Secretary

Civic-Recreational-Industrial Authority
Blanket Purchase Order Vendor List for FY 2025-26 ("FY 26")
Exhibit A
Vendors Totalling \$10,000 and Over

SERVICES

Item #	Vendor Name	FY 26 Proposed Amount	Primary Purpose
1	Al's Mechanical Inc	15,000	Mechanical maintenance services
2	Country Estate Fence Inc	15,000	Fence maintenance services
3	Espy's Electrical Services Inc	15,000	Electric maintenance services
4	Garcia's Fence Corp	10,000	Fence maintenance services
5	Irri-Care Plumbing and Backflow Testing	10,000	Backflow maintenance services
6	Kline's Plumbing Inc.	15,000	Plumbing maintenance services
7	Mortise & Tenon Building Corp	15,000	Handyman maintenance services
8	Ramos and Sons	15,000	Plumbing maintenance services
9	San Gabriel Valley Newspaper Group	10,000	Advertisement, notices for invitation of bids, public hearings, etc.
10	Southern Tire Mart	10,000	Vehicle maintenance services
11	The Big Norwegian	15,000	Vehicle maintenance services
12	Vortex Industries Inc	15,000	Gate maintenance services

\$ 160,000.00

SUPPLIES

Item #	Vendor Name	FY 26 Proposed Amount	Primary Purpose
13	B2 Print	10,000	Office supplies - letterhead, envelopes, & business cards
14	BAVCO	15,000	Backflow maintenance supplies
15	Consolidated Electrical Distributors	10,000	Lighting materials and supplies
16	Home Depot	10,000	Property maintenance supplies
17	Lowe's	10,000	Property maintenance supplies
18	Merritt's Ace Hardware	10,000	Property maintenance supplies
19	MX Graphics	10,000	Supplies-printing/signs

\$ 75,000.00

SERVICES & SUPPLIES

Item #	Vendor Name	FY 26 Proposed Amount	Primary Purpose
20	Locks Plus	10,000	Supplies-key, locks and materials and repair services

\$ 10,000.00

TOTAL CRIA	\$ 245,000.00
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ITEM NO. 6.7



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Mathew Hudson, Director of Public Works
James Cramsie, Sr. Director of Engineering

DATE: June 25, 2025

SUBJECT: Consideration of Bid Protest and Award of Contract No. EXPO-2139 , Expo Center Pavilion Building Upgrades to FEC Future Contractors and Engineers, Inc in an amount not to exceed \$5,631,100.25 and adopt Notice of Exemption regarding same

Background:

On June 12, 2024, the Board authorized solicitation of public bids for Expo Center Pavilion Building Upgrades project for an estimated cost of \$4,584,100.00. This project was bid to procure a contractor to provide upgrades to the existing Pavilion Building, including the reconfiguration of the restrooms, addition of storage and changing rooms, new entry canopy, new walk-in refrigeration and food serving area and relocation of the bar area. In addition, new lighting, HVAC system upgrades, flooring, paint, A/V and WiFi upgrades, relocation of main electrical service panel outside and related work, and new standby generator and related work.

On April 10, 2025, the bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 1,011 vendors. The bid was viewed by 120 prospective bidders. The appropriate trade journals were notified on April 10, 2025. The bid was advertised on April 14, 2025 and April 21, 2025 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until May 2, 2025 at 5:00 p.m. in the City's PlanetBids™ vendor portal. Two pre-bid meetings will be conducted by the CRIA Engineer at the job site on Wednesday, April 23, 2025 at 10:00 A.M., and Tuesday, April 29, 2025 at 10:00 A.M.

Discussion:

The bid process closed on May 15, 2025. Thirteen (13) bids were received. The review of bids

has found that FEC Future Contractors and Engineers, Inc. has submitted the lowest responsive bid and has the relevant experience, qualifications, and licensing necessary to complete this project. Below is a table of all bidders and their prices, showing that FEC Future Contractors and Engineers, Inc. is the lowest responsive bidder.

Bidder	Bid Price
FEC Future Contractors and Engineers, Inc.	\$5,631,100.25
Armstrong Cal Builders Inc.	\$5,968,535.00
Elegant Construction Inc.	\$6,075,734.60
Horizons Construction Company	\$6,327,770.00
Newman Midland Corporation	\$6,470,764.00
Mone Construction, Inc.	\$6,826,817.57
Lumar Corporation	\$7,397,062.00
Keystone Builders, Inc.	\$7,456,278.50
CABD Construction	\$7,560,597.22
Pub Construction, Inc.	\$8,099,396.29
Royal Construction Corporation	\$8,431,635.00
Cal-City Construction, Inc.	\$8,773,000.00
KYA Services LLC	\$9,193,641.07

A bid protest was submitted by Armstong Cal Builder, Inc. on May 15, 2025. The first claim is that FEC failed to list a Fire Sprinkler subcontractor to perform the fire sprinkler retrofit, as needed. Bid Item No. 13 (Division 21 – Fire Sprinklers) addressed this work with FEC providing a bid price of \$10,500.00. Per the Standard Specification for Public Works Construction, Section 1-6.2.a.1 (Subcontractor Listing) only requires prime contractors to list subcontractor who are performing work that is more than one-half of one percent of the total bid. In this case, that amount would be approximately \$28,155.00. Since the bid amount for the Fire Sprinkler work is less than that amount, FEC is not required to list that subcontractor.

The other item is that Armstrong was put at a competitive disadvantage by FEC not listing a Fire Alarm System subcontractor. Any fire alarm system upgrades to the Pavilion Building are being addressed as part of a campus wide fire alarm upgrade project, under Contract EXPO-2138 to provide a consistent system across the entire EXPO campus. Coordination between the two (2) projects will be performed to ensure the fire alarm system is only upgraded once. Since the fire alarm system is not intended to be included with the Pavilion Upgrades Project (EXPO-2139), Armstrong’s assertion of a competitive disadvantage is not valid.

The bids received were all over the estimated cost that was previously presented to the Board in June 2024. The increase is mostly due to changes made to the proposed backup generator size, capacity and accessory equipment. The size was increased to incorporate, at a future time, the electrical needs to the Grand Arena.

Staff has determined that this project is subject to review under the California Environmental Quality Act (“CEQA”), however, it falls within the Categorical Exemption, Section 15301 Class 1, minor alteration of existing public facilities. As set forth above, the project involves upgrades to the interior of the building and minor exterior modifications to the existing building and minor surrounding site improvements. Based on the foregoing, Staff is recommending that the CRIA Board adopt a Notice of Exemption for the project.

Fiscal Impact:

The fiscal impact is \$5,631,100.25. In the adopted Fiscal Year 2024/2025 Capital Improvement Project budget, \$1,500,000.00 is approved for this project (Account No. 121-713-5205) (MP 01-34 #24). In the FY 25-26 CIP budget, \$5,000,000.00 is proposed for this project, subject to the approval of the budget by the board.

Recommendation:

1. Staff recommends that the Board reject the bid protest and consider the results of the Expo Center Pavilion Building Upgrades bid and award the bid to FEC Future Contractors and Engineers, Inc.; and
2. Authorize the Executive Director to approve change orders up to ten percent (10%) of the contract amount; and
3. Staff recommends that the Board adopt the Notice to Exemption for this project

Exhibits:

1. Attachment A Bid Results
2. Attachment B Armstrong Cal Builders Inc. Protest Letter
3. Attachment C FEC Future Contractors and Engineers, Inc Response Letter
4. Attachment D Armstrong Cal Builders Response Letter to FEC Future Contractors and Engineers, Inc
5. Attachment E Response Letter to Armstrong Cal Builders and Flores Ryan, LLP
6. Attachment F Bid Schedule Packet (Page A-12 and Pages C-4 through C-16)
7. Attachment G Contractor's State of California and Department of Industrial relations License Detail
8. Attachment H Notice of Exemption

r of Industry
 er Pavilion Building Upgrades (EXPO-2139)
 on 04/10/2025
 15, 2025 10:00 AM (PDT)
 d on 05/15/2025

Jnit Price * Quantity)

Item No	Description	UOM	QTY	FEC Future Contractors and Engineers Inc - Unit Price	FEC Future Contractors and Engineers Inc - Line Total	Armstrong Cal Builders Inc - Unit Price	Armstrong Cal Builders Inc - Line Total	Elegant Construction Inc. - Unit Price	Elegant Construction Inc. - Line Total
1	MOBILIZATION	LS	1	\$472,500.00	\$472,500.00	\$295,000.00	\$295,000.00	\$100,000.00	\$100,000.00
2	PREPARATION AND IMPLEMENTATION OF EROSION CONTROL PLANS.	LS	1	\$5,250.00	\$5,250.00	\$45,000.00	\$45,000.00	\$40,000.00	\$40,000.00
				Subtotal	\$477,750.00		\$340,000.00		\$140,000.00
3	DIVISION 2 - DEMOLITION (BUILDING)	LS	1	\$210,000.00	\$210,000.00	\$180,000.00	\$180,000.00	\$300,000.00	\$300,000.00
4	DIVISION 3 - CONCRETE (BUILDING SLAB AND FOOTING)	LS	1	\$105,000.00	\$105,000.00	\$120,000.00	\$120,000.00	\$200,000.00	\$200,000.00
5	DIVISION 5 - METALS	LS	1	\$15,750.00	\$15,750.00	\$48,000.00	\$48,000.00	\$120,000.00	\$120,000.00
6	DIVISION 6 - ROUGH CARPETRY/FRAMING	LS	1	\$420,000.00	\$420,000.00	\$220,000.00	\$220,000.00	\$100,000.00	\$100,000.00
7	DIVISION 7 - THERMAL AND MOISTURE PROTECTION	LS	1	\$105,000.00	\$105,000.00	\$198,000.00	\$198,000.00	\$265,000.00	\$265,000.00
8	DIVISION 8 - DOORS AND WINDOWS	LS	1	\$73,500.00	\$73,500.00	\$276,000.00	\$276,000.00	\$170,000.00	\$170,000.00
9	DIVISION 9 - FINISHES	LS	1	\$472,500.00	\$472,500.00	\$945,000.00	\$945,000.00	\$500,000.00	\$500,000.00
10	DIVISION 10 - SPECIALTIES	LS	1	\$52,500.00	\$52,500.00	\$67,000.00	\$67,000.00	\$40,000.00	\$40,000.00
11	DIVISION 11 - EQUIPMENT	LS	1	\$315,000.00	\$315,000.00	\$275,000.00	\$275,000.00	\$260,000.00	\$260,000.00
12	DIVISION 12 - BUILT IN CABINETS AND COUNTERS	LS	1	\$26,250.00	\$26,250.00	\$68,000.00	\$68,000.00	\$80,000.00	\$80,000.00
13	DIVISION 21 - FIRE SPRINKLERS (S)	LS	1	\$10,500.00	\$10,500.00	\$84,000.00	\$84,000.00	\$180,000.00	\$180,000.00
14	DIVISION 22 - PLUMBING (S)	LS	1	\$344,400.00	\$344,400.00	\$390,000.00	\$390,000.00	\$350,000.00	\$350,000.00
15	DIVISION 23 - HEATING, VENTILATION AND AIR-CONDITIONING (HVAC) (S)	LS	1	\$315,000.00	\$315,000.00	\$375,000.00	\$375,000.00	\$350,000.00	\$350,000.00
16	DIVISION 26 - BUILDING ELECTRICAL (S)	LS	1	\$630,000.00	\$630,000.00	\$380,000.00	\$380,000.00	\$670,000.00	\$670,000.00
17	DIVISION 27 - LOW VOLTAGE (A/V AND IT) (S)	LS	1	\$215,250.00	\$215,250.00	\$240,000.00	\$240,000.00	\$360,000.00	\$360,000.00
18	DIVISION 28 - SAFETY AND SECURITY (S)	LS	1	\$15,750.00	\$15,750.00	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00
19	LEAD AND ASBESTOS ABATEMENT (S)	LS	1	\$3,150.00	\$3,150.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00
				Subtotal	\$3,329,550.00		\$3,909,000.00		\$4,000,000.00
20	SAW CUT AND REMOVE 4" THICK PCC PAVING, INCLUDING 12" THICK BASE MATERIAL	SF	1655	\$24.15	\$39,968.25	\$12.00	\$19,860.00	\$20.00	\$33,100.00
21	SAW CUT AND REMOVE 4" THICK ASPHALT CONCRETE PAVING, INCLUDING 12" THICK BASE MATERIAL.	SF	1680	\$21.00	\$35,280.00	\$10.00	\$16,800.00	\$20.00	\$33,600.00
22	RAISE AND DISPOSE OF INTERFERRING 6' HIGH VINYL FENCING AND POST FOOTING	LF	16	\$262.50	\$4,200.00	\$60.00	\$960.00	\$1,000.00	\$16,000.00
23	REMOVE AND DISPOSE OF 4 INCH PVC DRAIN PIPE AND CLEAN-OUT	LF	77	\$15.75	\$1,212.75	\$4.00	\$308.00	\$120.00	\$9,240.00
24	REMOVE METAL GUARD RAILING	LF	46	\$105.00	\$4,830.00	\$6.00	\$276.00	\$110.00	\$5,060.00
25	CUT AND CAP 4 INCH PVC DRAIN PIPE	EA	1	\$2,100.00	\$2,100.00	\$360.00	\$360.00	\$3,000.00	\$3,000.00
26	REMOVE WATER FILTRATION SYSTEM, PRESSURE REGULATOR AND PVC PIPING. SALVAGE PER OWNER'S DIRECTION.	LS	1	\$10,500.00	\$10,500.00	\$1,800.00	\$1,800.00	\$15,000.00	\$15,000.00
27	REMOVE METAL DOWN SPOUT AND 5" DIA. INLET RISER.	EA	1	\$5,250.00	\$5,250.00	\$300.00	\$300.00	\$3,000.00	\$3,000.00
28	ADJUST METAL RAIN GUTTER TO FLOW TO ADJUSTMENT NORTHERLY DOWN SPOUT.	LS	1	\$2,100.00	\$2,100.00	\$600.00	\$600.00	\$5,000.00	\$5,000.00
29	UNCLASSIFIED EXCAVATION AND EXPORT	CY	91	\$131.25	\$11,943.75	\$95.00	\$8,645.00	\$200.00	\$18,200.00
30	CONSTRUCT 6" CONCRETE PAVING OVER 12" CLASS II AGGREGATE BASE	SF	1325	\$52.50	\$69,562.50	\$26.00	\$34,450.00	\$27.00	\$35,775.00
31	CONSTRUCT 4" ASPHALT CONCRETE PAVING OVER 12" CLASS II AGGREGATE BASE.	SF	300	\$78.75	\$23,625.00	\$30.00	\$9,000.00	\$70.00	\$21,000.00
32	CONSTRUCT NEW 6' HIGH VINYL FENCE PANEL AND POST FOOTING PER DETAIL 2 ON SHEET 3 OF 4.	LF	16	\$52.50	\$840.00	\$95.00	\$1,520.00	\$300.00	\$4,800.00
33	CONSTRUCT SERVICE 5" THICK CONCRETE PAD OVER 6" CLASS II AGGREGATE BASE.	SF	69	\$105.00	\$7,245.00	\$24.00	\$1,656.00	\$50.00	\$3,450.00
34	CONSTRUCT 24" THICK GENERATOR PAD PER STRUCTURAL PLANS.	SF	730	\$52.50	\$38,325.00	\$40.00	\$29,200.00	\$70.00	\$51,100.00
35	CONSTRUCT VARIABLE HIGH C.M.U. RETAINING WALL PER STRUCTURAL PLANS AND PROFILES ON SHEET 4 OF 5.	LS	1	\$50,400.00	\$50,400.00	\$75,000.00	\$75,000.00	\$80,000.00	\$80,000.00

Item No	Description	UOM	QTY	FEC Future Contractors and Engineers Inc - Unit Price	FEC Future Contractors and Engineers Inc - Line Total	Armstrong Cal Builders Inc - Unit Price	Armstrong Cal Builders Inc - Line Total	Elegant Construction Inc. - Unit Price	Elegant Construction Inc. - Line Total
36	CONSTRUCT 6' HIGH X 3' WIDE DOUBLE VINYL SWING GATE WITH LATCH PER DETAIL 3 ON SHEET 3 OF 4.	EA	2	\$2,625.00	\$5,250.00	\$2,500.00	\$5,000.00	\$20,000.00	\$40,000.00
37	CONSTRUCT 4' HIGH X 4' DIA. REMOVABLE CONCRETE FILLED BOLLARD PER DETAIL 4 ON SHEET 4 OF 4.	EA	9	\$840.00	\$7,560.00	\$3,000.00	\$27,000.00	\$5,000.00	\$45,000.00
38	CONSTRUCT 3" HIGH DENSITY POLYETHYLENE (HDPE) YELLOW GAS PIPE AND ALL REQUIRED FITTINGS.	LF	30	\$157.50	\$4,725.00	\$150.00	\$4,500.00	\$250.00	\$7,500.00
39	INSTALL DUCT BANK AND TRENCH BACKFILL PER DETAIL 5 ON SHEET 4 OF 4.	LF	230	\$315.00	\$72,450.00	\$83.00	\$19,090.00	\$350.00	\$80,500.00
				Subtotal	\$397,367.25		\$256,325.00		\$510,325.00
40	FURNISH, DELIVER, AND INSTALL ON THE PAD 1000 kW/1250 kVA, 60 Hz, 1200 AMPS, 277/480 VOLT, 3 PHASE NATURAL GAS FUEL STANDBY GENERATOR WITH FAN AND ATTENUATED SOUND ENCLOSURE (SOUND 80 dBA AT 23 FEET AWAY FROM THE GENERATOR), CATERPILLAR MODEL G3512 OR APPROVED EQUAL.	LS	1	\$997,500.00	\$997,500.00	\$1,120,000.00	\$1,120,000.00	\$1,200,000.00	\$1,200,000.00
41	FURNISH FIVE (5) YEARS OF WARRANTY SERVICE FOR THE GENERATOR FOR ITEM NO. 40 ABOVE (DETAILS OF COVERAGE ARE SPECIFIED IN THE SPECIFICATION)	LS	1	\$10,500.00	\$10,500.00	\$56,000.00	\$56,000.00	\$6,000.00	\$6,000.00
42	FURNISH, DELIVER AND INSTALL WALL MOUNTED AUTOMATIC TRANSFER SWITCH (ATS), 400A, 277/480V, 3 PHASE SCHNEIDER ELECTRIC ASCO SERIES 300 MODEL: J03ATSB30400NG0G OR APPROVED EQUAL	EA	1	\$27,300.00	\$27,300.00	\$24,000.00	\$24,000.00	\$13,000.00	\$13,000.00
43	FURNISH AND INSTALL 480V 1PHASE 60AS/50AF NEMA 3R WEATHERPROOF FUSE DISCONNECT SWITCH "E"	EA	1	\$1,575.00	\$1,575.00	\$2,200.00	\$2,200.00	\$606.00	\$606.00
44	FURNISH AND INSTALL 25KVA, 480V, 1 PHASE, 2 WIRE PRI. TO 120/208V, 3 WIRE SEC. NEMA 3R WEATHERPROOF DRY TRANSFORMER "T"	EA	1	\$5,775.00	\$5,775.00	\$11,600.00	\$11,600.00	\$4,450.00	\$4,450.00
45	FURNISH AND INSTALL 100 AMP MAIN (125 AMP BUS) 120/208V 1 PHASE, 3 WIRE SEC. 12-24 SPACE NEMA 3R ELECTRICAL PANEL "G1"	EA	1	\$1,575.00	\$1,575.00	\$10,000.00	\$10,000.00	\$3,600.00	\$3,600.00
46	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO GENERATOR	LF	70	\$52.50	\$3,675.00	\$12.00	\$840.00	\$11.00	\$770.00
47	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO GENERATOR.	LF	140	\$52.50	\$7,350.00	\$11.00	\$1,540.00	\$13.30	\$1,862.00
48	FURNISH AND INSTALL 3/0 GND. COPPER WIRE FROM ATS-1 TO GENERATOR.	LF	35	\$31.50	\$1,102.50	\$10.00	\$350.00	\$13.00	\$455.00
49	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO PAVILION BUILDING MAIN BREAKER ENCLOSURE "MS"	LF	460	\$57.75	\$26,565.00	\$12.00	\$5,520.00	\$11.00	\$5,060.00
50	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO PAVILION MAIN BREAKER "MS"	LF	920	\$11.55	\$10,626.00	\$11.00	\$10,120.00	\$13.30	\$12,236.00
51	FURNISH AND INSTALL 3/0 GND COPPER WIRE FROM ATS-1 TO PAVILION MAIN BREAKER "MS"	LF	230	\$21.00	\$4,830.00	\$10.00	\$2,300.00	\$12.50	\$2,875.00
52	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO PAVILION PANEL "HA"	LF	460	\$57.75	\$26,565.00	\$12.00	\$5,520.00	\$11.00	\$5,060.00
53	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO PAVILION HIGH VOLTAGE PANEL "HA".	LF	920	\$15.75	\$14,490.00	\$11.00	\$10,120.00	\$13.50	\$12,420.00
54	FURNISH AND INSTALL 3/0 GND FROM ATS-1 TO PAVILION HIGH VOLTAGE PANEL "HA".	LF	230	\$21.00	\$4,830.00	\$10.00	\$2,300.00	\$12.50	\$2,875.00
55	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM ATS-1 TO GENERATOR CONTROLLER	LF	35	\$52.50	\$1,837.50	\$9.00	\$315.00	\$4.00	\$140.00
56	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM ATS-1 TO GENERATOR CONTROLLER.	LF	70	\$8.40	\$588.00	\$9.00	\$630.00	\$4.00	\$280.00
57	FURNISH AND INSTALL #8 GND COPPER WIRE FROM ATS-1 TO GENERATOR CONTROLLER.	LF	35	\$15.75	\$551.25	\$9.00	\$315.00	\$4.00	\$140.00
58	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T)	LF	245	\$10.50	\$2,572.50	\$8.00	\$1,960.00	\$4.00	\$980.00

Item No	Description	UOM	QTY	FEC Future Contractors and Engineers Inc - Unit Price	FEC Future Contractors and Engineers Inc - Line Total	Armstrong Cal Builders Inc - Unit Price	Armstrong Cal Builders Inc - Line Total	Elegant Construction Inc. - Unit Price	Elegant Construction Inc. - Line Total
59	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T) THROUGH THE PULLBOX AND FUSE DISCONNECT SWITCH	LF	490	\$4.20	\$2,058.00	\$9.00	\$4,410.00	\$4.00	\$1,960.00
60	FURNISH AND INSTALL #8 GND COPPER WIRE FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T)	LF	245	\$2.10	\$514.50	\$9.00	\$2,205.00	\$4.00	\$980.00
61	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	10	\$63.00	\$630.00	\$8.00	\$80.00	\$4.00	\$40.00
62	FURNISH AND INSTALL #6 THWN COPPER WIRE FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	20	\$52.50	\$1,050.00	\$9.00	\$180.00	\$4.00	\$80.00
63	FURNISH AND INSTALL #8 GND COPPER WIRE FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	10	\$31.50	\$315.00	\$9.00	\$90.00	\$4.00	\$40.00
64	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	15	\$84.00	\$1,260.00	\$8.00	\$120.00	\$4.00	\$60.00
65	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	60	\$15.75	\$945.00	\$9.00	\$540.00	\$4.00	\$240.00
66	FURNISH AND INSTALL #8 GND COPPER WIRE FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	15	\$10.50	\$157.50	\$9.00	\$135.00	\$4.00	\$60.00
67	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT STUB OUT FROM GENERATOR CONTROLLER TO GRAND ARENA	LF	500	\$26.25	\$13,125.00	\$8.00	\$4,000.00	\$4.00	\$2,000.00
68	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUIT STUB OUT FROM STANDBY GENERATOR TO GRAND AREA	LF	1000	\$57.75	\$57,750.00	\$12.00	\$12,000.00	\$11.00	\$11,000.00
69	PERFORM A TEST RUN INCLUDING 6 HOURS OF LOAD BANK TO ENSURE GENERATOR, ATS, AND OTHER PARTS FUNCTION PROPERLY AFTER COMPLETION OF THE INSTALLATION AND ENERGIZE	LS	1	\$21,000.00	\$21,000.00	\$1,800.00	\$1,800.00	\$2,200.00	\$2,200.00
				Subtotal	\$1,248,612.75		\$1,291,190.00		\$1,291,469.00
70	FURNISH AND INSTALL 400 AMP 3 POLE BREAKER, 480/277V, 3PH, 4W, NEMA 3R MAIN BREAKER ENCLOSURE "MS"	EA	1	\$15,750.00	\$15,750.00	\$12,000.00	\$12,000.00	\$3,204.00	\$3,204.00
71	FURNISH AND INSTALL 480V, 3PH, 4 WIRE NEMA 3R ENCLOSURE E-MON D-MON METER OR APPROVED EQUAL	EA	1	\$5,250.00	\$5,250.00	\$10,000.00	\$10,000.00	\$2,200.00	\$2,200.00
72	FURNISH AND INSTALL 400 AMP, 480/277V, 3PH, 4 WIRE, NEMA 3R HIGH VOLTAGE PANEL "HA"	EA	1	\$8,400.00	\$8,400.00	\$18,000.00	\$18,000.00	\$11,650.00	\$11,650.00
73	FURNISH AND INSTALL 150 KVA, PRI:480V-3PH-3W, SEC: 120/208V,3PH,4W, DRY TRANSFORMER "T1"	EA	1	\$15,750.00	\$15,750.00	\$18,000.00	\$18,000.00	\$12,070.00	\$12,070.00
74	FURNISH AND INSTALL 120/208V, 3PH,4W, 400AF/400FS, NEMA 3R DISCONNECT SWITCH	EA	1	\$6,825.00	\$6,825.00	\$6,000.00	\$6,000.00	\$5,700.00	\$5,700.00
75	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT MIN 30" DEEP FROM EXISTING PULL BOX (PB-28) TO "MS"	LF	120	\$52.50	\$6,300.00	\$12.00	\$1,440.00	\$10.00	\$1,200.00
76	FURNISH AND INSTALL 500 KCMIL COPPER WIRES FROM SWITCHBOARD "DP-A" TO NEW "MS"	LF	3000	\$22.05	\$66,150.00	\$24.00	\$72,000.00	\$25.27	\$75,810.00
77	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "MS" TO "HA"	LF	20	\$52.50	\$1,050.00	\$24.00	\$480.00	\$10.00	\$200.00
78	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM "MS" TO "HA"	LF	80	\$24.15	\$1,932.00	\$24.00	\$1,920.00	\$25.27	\$2,021.60
79	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "HA" TO "T1"	LF	20	\$52.50	\$1,050.00	\$12.00	\$240.00	\$11.00	\$220.00
80	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM "HA" TO HIGH SIDE OF "T1"	LF	60	\$10.50	\$630.00	\$12.00	\$720.00	\$13.50	\$810.00
81	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "T1" TO 120/208V DISCONNECT SWITCH	LF	15	\$78.75	\$1,181.25	\$12.00	\$180.00	\$10.00	\$150.00

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82	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM LOW SIDE OF "T1" TO 120/208V DISCONNECT SWITCH	LF	60	\$52.50	\$3,150.00	\$24.00	\$1,440.00	\$25.50	\$1,530.00
83	FURNISH AND INSTALL 4 INCH EMT CONDUIT FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	60	\$99.75	\$5,985.00	\$12.00	\$720.00	\$23.00	\$1,380.00
84	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	180	\$73.50	\$13,230.00	\$24.00	\$4,320.00	\$25.50	\$4,590.00
85	FURNISH AND INSTALL #8 GND COPPER WIRE FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	60	\$10.50	\$630.00	\$9.00	\$540.00	\$4.00	\$240.00
86	FURNISH AND INSTALL 1 1/4" EMT CONDUIT FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	70	\$26.25	\$1,837.50	\$9.00	\$630.00	\$6.50	\$455.00
87	FURNISH AND INSTALL #1 THHN COPPER WIRE FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	420	\$5.25	\$2,205.00	\$8.00	\$3,360.00	\$6.50	\$2,730.00
88	FURNISH AND INSTALL #8 GND COPPER WIRE FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	70	\$7.35	\$514.50	\$9.00	\$630.00	\$4.00	\$280.00
89	REMOVE EXISTING 4/0 FROM DP-A TO EXISTING PANEL "AA" (INSIDE PAVILION BUILDING ELECTRICAL ROOM)	LF	2500	\$2.10	\$5,250.00	\$2.00	\$5,000.00	\$2.00	\$5,000.00
90	REMOVE CONNECTION BETWEEN EXISTING PANEL "AA" AND EXISTING PANEL "A" INCLUDING CONDUITS, WIRES, DISCONNECT SWITCH AND STEP-DOWN TRANSFORMER AND DISPOSAL AS ELECTRICAL WASTE	LS	1	\$2,150.00	\$2,150.00	\$2,400.00	\$2,400.00	\$1,000.00	\$1,000.00
91	TEST PER SPECIFICATION ALL EQUIPMENT AFTER COMPLETION THE INSTALLATION OF MAIN BREAKER SERVICE, TRANSFORMER, DISCONNECT SWITCH AND OTHERS TO ELECTRICAL ROOM AND ENERGIZE	LS	1	\$12,600.00	\$12,600.00	\$12,000.00	\$12,000.00	\$1,500.00	\$1,500.00
				Subtotal	\$177,820.25		\$172,020.00		\$133,940.60
				Total	\$5,631,100.25		\$5,968,535.00		\$6,075,734.60

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 er Pavilion Building Upgrades (EXPO-2139)
 on 04/10/2025
 15, 2025 10:00 AM (PDT)
 d on 05/15/2025

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Item No	Description	UOM	QTY	Horizons Construction Company - Unit Price	Horizons Construction Company - Line Total	Newman Midland Corp. - Unit Price	Newman Midland Corp. - Line Total	Monet Construction, Inc - Unit Price	Monet Construction, Inc - Line Total
1	MOBILIZATION	LS	1	\$213,160.00	\$213,160.00	\$325,599.00	\$325,599.00	\$70,800.00	\$70,800.00
2	PREPARATION AND IMPLEMENTATION OF EROSION CONTROL PLANS.	LS	1	\$12,500.00	\$12,500.00	\$23,526.00	\$23,526.00	\$17,700.00	\$17,700.00
					\$225,660.00		\$349,125.00		\$88,500.00
3	DIVISION 2 - DEMOLITION (BUILDING)	LS	1	\$248,900.00	\$248,900.00	\$196,265.00	\$196,265.00	\$215,940.00	\$215,940.00
4	DIVISION 3 - CONCRETE (BUILDING SLAB AND FOOTING)	LS	1	\$125,700.00	\$125,700.00	\$106,825.00	\$106,825.00	\$35,400.00	\$35,400.00
5	DIVISION 5 - METALS	LS	1	\$74,175.00	\$74,175.00	\$24,114.00	\$24,114.00	\$12,980.00	\$12,980.00
6	DIVISION 6 - ROUGH CARPETRY/FRAMING	LS	1	\$156,400.00	\$156,400.00	\$164,629.00	\$164,629.00	\$540,440.00	\$540,440.00
7	DIVISION 7 - THERMAL AND MOISTURE PROTECTION	LS	1	\$187,565.00	\$187,565.00	\$150,037.00	\$150,037.00	\$329,267.20	\$329,267.20
8	DIVISION 8 - DOORS AND WINDOWS	LS	1	\$156,770.00	\$156,770.00	\$320,453.00	\$320,453.00	\$364,295.50	\$364,295.50
9	DIVISION 9 - FINISHES	LS	1	\$317,886.00	\$317,886.00	\$772,541.00	\$772,541.00	\$891,328.34	\$891,328.34
10	DIVISION 10 - SPECIALTIES	LS	1	\$42,710.00	\$42,710.00	\$65,651.00	\$65,651.00	\$72,225.00	\$72,225.00
11	DIVISION 11 - EQUIPMENT	LS	1	\$171,120.00	\$171,120.00	\$240,426.00	\$240,426.00	\$289,229.80	\$289,229.80
12	DIVISION 12 - BUILT IN CABINETS AND COUNTERS	LS	1	\$62,100.00	\$62,100.00	\$136,180.00	\$136,180.00	\$52,038.00	\$52,038.00
13	DIVISION 21 - FIRE SPRINKLERS (S)	LS	1	\$21,275.00	\$21,275.00	\$117,278.00	\$117,278.00	\$171,100.00	\$171,100.00
14	DIVISION 22 - PLUMBING (S)	LS	1	\$510,000.00	\$510,000.00	\$366,130.00	\$366,130.00	\$413,944.00	\$413,944.00
15	DIVISION 23 - HEATING, VENTILATION AND AIR-CONDITIONING (HVAC) (S)	LS	1	\$801,801.00	\$801,801.00	\$384,879.00	\$384,879.00	\$400,610.00	\$400,610.00
16	DIVISION 26 - BUILDING ELECTRICAL (S)	LS	1	\$771,650.00	\$771,650.00	\$560,708.00	\$560,708.00	\$758,740.00	\$758,740.00
17	DIVISION 27 - LOW VOLTAGE (A/V AND IT) (S)	LS	1	\$389,200.00	\$389,200.00	\$223,343.00	\$223,343.00	\$376,191.08	\$376,191.08
18	DIVISION 28 - SAFETY AND SECURITY (S)	LS	1	\$42,550.00	\$42,550.00	\$17,630.00	\$17,630.00	\$88,500.00	\$88,500.00
19	LEAD AND ASBESTOS ABATEMENT (S)	LS	1	\$6,400.00	\$6,400.00	\$2,351.00	\$2,351.00	\$4,130.00	\$4,130.00
					\$4,086,202.00		\$3,849,440.00		\$5,016,358.92
20	SAW CUT AND REMOVE 4" THICK PCC PAVING, INCLUDING 12" THICK BASE MATERIAL	SF	1655	\$8.00	\$13,240.00	\$6.00	\$9,930.00	\$15.93	\$26,364.15
21	SAW CUT AND REMOVE 4" THICK ASPHALT CONCRETE PAVING, INCLUDING 12" THICK BASE MATERIAL.	SF	1680	\$8.50	\$14,280.00	\$8.00	\$13,440.00	\$14.75	\$24,780.00
22	RAISE AND DISPOSE OF INTERFERRING 6' HIGH VINYL FENCING AND POST FOOTING	LF	16	\$35.00	\$560.00	\$294.00	\$4,704.00	\$88.50	\$1,416.00
23	REMOVE AND DISPOSE OF 4 INCH PVC DRAIN PIPE AND CLEAN-OUT	LF	77	\$32.00	\$2,464.00	\$88.00	\$6,776.00	\$47.20	\$3,634.40
24	REMOVE METAL GUARD RAILING	LF	46	\$69.00	\$3,174.00	\$41.00	\$1,886.00	\$17.70	\$814.20
25	CUT AND CAP 4 INCH PVC DRAIN PIPE	EA	1	\$520.00	\$520.00	\$588.00	\$588.00	\$295.00	\$295.00
26	REMOVE WATER FILTRATION SYSTEM, PRESSURE REGULATOR AND PVC PIPING. SALVAGE PER OWNER'S DIRECTION.	LS	1	\$5,600.00	\$5,600.00	\$2,939.00	\$2,939.00	\$1,180.00	\$1,180.00
27	REMOVE METAL DOWN SPOUT AND 5" DIA. INLET RISER.	EA	1	\$1,950.00	\$1,950.00	\$1,998.00	\$1,998.00	\$590.00	\$590.00
28	ADJUST METAL RAIN GUTTER TO FLOW TO ADJUSTMENT NORTHERLY DOWN SPOUT.	LS	1	\$31,280.00	\$31,280.00	\$30,562.00	\$30,562.00	\$590.00	\$590.00
29	UNCLASSIFIED EXCAVATION AND EXPORT	CY	91	\$310.00	\$28,210.00	\$118.00	\$10,738.00	\$414.95	\$37,760.45
30	CONSTRUCT 6" CONCRETE PAVING OVER 12" CLASS II AGGREGATE BASE	SF	1325	\$37.00	\$49,025.00	\$41.00	\$54,325.00	\$23.60	\$31,270.00
31	CONSTRUCT 4" ASPHALT CONCRETE PAVING OVER 12" CLASS II AGGREGATE BASE.	SF	300	\$37.00	\$11,100.00	\$59.00	\$17,700.00	\$59.19	\$17,757.00
32	CONSTRUCT NEW 6' HIGH VINYL FENCE PANEL AND POST FOOTING PER DETAIL 2 ON SHEET 3 OF 4.	LF	16	\$230.00	\$3,680.00	\$294.00	\$4,704.00	\$212.40	\$3,398.40
33	CONSTRUCT SERVICE 5" THICK CONCRETE PAD OVER 6" CLASS II AGGREGATE BASE.	SF	69	\$46.00	\$3,174.00	\$38.00	\$2,622.00	\$20.65	\$1,424.85
34	CONSTRUCT 24" THICK GENERATOR PAD PER STRUCTURAL PLANS.	SF	730	\$56.00	\$40,880.00	\$76.00	\$55,480.00	\$33.04	\$24,119.20
35	CONSTRUCT VARIABLE HIGH C.M.U. RETAINING WALL PER STRUCTURAL PLANS AND PROFILES ON SHEET 4 OF 5.	LS	1	\$90,390.00	\$90,390.00	\$70,378.00	\$70,378.00	\$56,640.00	\$56,640.00

Item No	Description	UOM	QTY	Horizons Construction Company - Unit Price	Horizons Construction Company - Line Total	Newman Midland Corp. - Unit Price	Newman Midland Corp. - Line Total	Monet Construction, Inc - Unit Price	Monet Construction, Inc - Line Total
36	CONSTRUCT 6' HIGH X 3' WIDE DOUBLE VINYL SWING GATE WITH LATCH PER DETAIL 3 ON SHEET 3 OF 4.	EA	2	\$2,600.00	\$5,200.00	\$1,585.00	\$3,170.00	\$1,770.00	\$3,540.00
37	CONSTRUCT 4' HIGH X 4' DIA. REMOVABLE CONCRETE FILLED BOLLARD PER DETAIL 4 ON SHEET 4 OF 4.	EA	9	\$1,790.00	\$16,110.00	\$3,522.00	\$31,698.00	\$1,121.00	\$10,089.00
38	CONSTRUCT 3" HIGH DENSITY POLYETHYLENE (HDPE) YELLOW GAS PIPE AND ALL REQUIRED FITTINGS.	LF	30	\$240.00	\$7,200.00	\$411.00	\$12,330.00	\$354.00	\$10,620.00
39	INSTALL DUCT BANK AND TRENCH BACKFILL PER DETAIL 5 ON SHEET 4 OF 4.	LF	230	\$184.00	\$42,320.00	\$235.00	\$54,050.00	\$205.32	\$47,223.60
					\$370,357.00		\$390,018.00		\$303,506.25
40	FURNISH, DELIVER, AND INSTALL ON THE PAD 1000 kW/1250 kVA, 60 Hz, 1200 AMPS, 277/480 VOLT, 3 PHASE NATURAL GAS FUEL STANDBY GENERATOR WITH FAN AND ATTENUATED SOUND ENCLOSURE (SOUND 80 dBA AT 23 FEET AWAY FROM THE GENERATOR), CATERPILLAR MODEL G3512 OR APPROVED EQUAL.	LS	1	\$1,389,200.00	\$1,389,200.00	\$1,467,431.00	\$1,467,431.00	\$944,000.00	\$944,000.00
41	FURNISH FIVE (5) YEARS OF WARRANTY SERVICE FOR THE GENERATOR FOR ITEM NO. 40 ABOVE (DETAILS OF COVERAGE ARE SPECIFIED IN THE SPECIFICATION)	LS	1	\$6,658.00	\$6,658.00	\$13,500.00	\$13,500.00	\$6,962.00	\$6,962.00
42	FURNISH, DELIVER AND INSTALL WALL MOUNTED AUTOMATIC TRANSFER SWITCH (ATS), 400A, 277/480V, 3 PHASE SCHNEIDER ELECTRIC ASCO SERIES 300 MODEL: J03ATSB30400NG0G OR APPROVED EQUAL	EA	1	\$14,210.00	\$14,210.00	\$21,131.00	\$21,131.00	\$19,470.00	\$19,470.00
43	FURNISH AND INSTALL 480V 1PHASE 60AS/50AF NEMA 3R WEATHERPROOF FUSE DISCONNECT SWITCH "E"	EA	1	\$710.00	\$710.00	\$2,583.00	\$2,583.00	\$2,773.00	\$2,773.00
44	FURNISH AND INSTALL 25KVA, 480V, 1 PHASE, 2 WIRE PRI. TO 120/208V, 3 WIRE SEC. NEMA 3R WEATHERPROOF DRY TRANSFORMER "T"	EA	1	\$5,175.00	\$5,175.00	\$6,574.00	\$6,574.00	\$10,502.00	\$10,502.00
45	FURNISH AND INSTALL 100 AMP MAIN (125 AMP BUS) 120/208V 1 PHASE, 3 WIRE SEC. 12-24 SPACE NEMA 3R ELECTRICAL PANEL "G1"	EA	1	\$4,140.00	\$4,140.00	\$7,278.00	\$7,278.00	\$8,378.00	\$8,378.00
46	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO GENERATOR	LF	70	\$11.70	\$819.00	\$33.00	\$2,310.00	\$52.51	\$3,675.70
47	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO GENERATOR.	LF	140	\$15.70	\$2,198.00	\$16.00	\$2,240.00	\$21.24	\$2,973.60
48	FURNISH AND INSTALL 3/0 GND. COPPER WIRE FROM ATS-1 TO GENERATOR.	LF	35	\$14.20	\$497.00	\$15.00	\$525.00	\$17.70	\$619.50
49	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO PAVILION BUILDING MAIN BREAKER ENCLOSURE "MS"	LF	460	\$11.70	\$5,382.00	\$33.00	\$15,180.00	\$52.51	\$24,154.60
50	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO PAVILION MAIN BREAKER "MS"	LF	920	\$15.50	\$14,260.00	\$16.00	\$14,720.00	\$21.24	\$19,540.80
51	FURNISH AND INSTALL 3/0 GND COPPER WIRE FROM ATS-1 TO PAVILION MAIN BREAKER "MS"	LF	230	\$14.10	\$3,243.00	\$15.00	\$3,450.00	\$17.70	\$4,071.00
52	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO PAVILION PANEL "HA"	LF	460	\$11.70	\$5,382.00	\$33.00	\$15,180.00	\$52.51	\$24,154.60
53	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO PAVILION HIGH VOLTAGE PANEL "HA".	LF	920	\$15.60	\$14,352.00	\$16.00	\$14,720.00	\$21.24	\$19,540.80
54	FURNISH AND INSTALL 3/0 GND FROM ATS-1 TO PAVILION HIGH VOLTAGE PANEL "HA".	LF	230	\$14.20	\$3,266.00	\$15.00	\$3,450.00	\$17.70	\$4,071.00
55	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM ATS-1 TO GENERATOR CONTROLLER	LF	35	\$4.60	\$161.00	\$11.00	\$385.00	\$12.98	\$454.30
56	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM ATS-1 TO GENERATOR CONTROLLER.	LF	70	\$4.20	\$294.00	\$4.00	\$280.00	\$4.43	\$310.10
57	FURNISH AND INSTALL #8 GND COPPER WIRE FROM ATS-1 TO GENERATOR CONTROLLER.	LF	35	\$4.20	\$147.00	\$4.00	\$140.00	\$4.43	\$155.05
58	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T)	LF	245	\$5.20	\$1,274.00	\$11.00	\$2,695.00	\$12.98	\$3,180.10

Item No	Description	UOM	QTY	Horizons Construction Company - Unit Price	Horizons Construction Company - Line Total	Newman Midland Corp. - Unit Price	Newman Midland Corp. - Line Total	Monet Construction, Inc - Unit Price	Monet Construction, Inc - Line Total
59	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T) THROUGH THE PULLBOX AND FUSE DISCONNECT SWITCH	LF	490	\$4.20	\$2,058.00	\$4.00	\$1,960.00	\$4.43	\$2,170.70
60	FURNISH AND INSTALL #8 GND COPPER WIRE FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T)	LF	245	\$4.20	\$1,029.00	\$4.00	\$980.00	\$4.43	\$1,085.35
61	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	10	\$4.80	\$48.00	\$11.00	\$110.00	\$12.98	\$129.80
62	FURNISH AND INSTALL #6 THWN COPPER WIRE FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	20	\$5.20	\$104.00	\$5.00	\$100.00	\$5.61	\$112.20
63	FURNISH AND INSTALL #8 GND COPPER WIRE FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	10	\$4.30	\$43.00	\$4.00	\$40.00	\$4.43	\$44.30
64	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	15	\$4.90	\$73.50	\$11.00	\$165.00	\$12.98	\$194.70
65	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	60	\$4.80	\$288.00	\$4.00	\$240.00	\$4.43	\$265.80
66	FURNISH AND INSTALL #8 GND COPPER WIRE FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	15	\$4.80	\$72.00	\$4.00	\$60.00	\$4.43	\$66.45
67	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT STUB OUT FROM GENERATOR CONTROLLER TO GRAND ARENA	LF	500	\$5.50	\$2,750.00	\$11.00	\$5,500.00	\$12.98	\$6,490.00
68	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUIT STUB OUT FROM STANDBY GENERATOR TO GRAND AREA	LF	1000	\$11.70	\$11,700.00	\$33.00	\$33,000.00	\$52.51	\$52,510.00
69	PERFORM A TEST RUN INCLUDING 6 HOURS OF LOAD BANK TO ENSURE GENERATOR, ATS, AND OTHER PARTS FUNCTION PROPERLY AFTER COMPLETION OF THE INSTALLATION AND ENERGIZE	LS	1	\$2,530.00	\$2,530.00	\$27,658.00	\$27,658.00	\$19,765.00	\$19,765.00
					\$1,492,063.50		\$1,663,585.00		\$1,181,820.45
70	FURNISH AND INSTALL 400 AMP 3 POLE BREAKER, 480/277V, 3PH, 4W, NEMA 3R MAIN BREAKER ENCLOSURE "MS"	EA	1	\$3,700.00	\$3,700.00	\$8,805.00	\$8,805.00	\$7,788.00	\$7,788.00
71	FURNISH AND INSTALL 480V, 3PH, 4 WIRE NEMA 3R ENCLOSURE E-MON D-MON METER OR APPROVED EQUAL	EA	1	\$2,530.00	\$2,530.00	\$3,287.00	\$3,287.00	\$4,956.00	\$4,956.00
72	FURNISH AND INSTALL 400 AMP, 480/277V, 3PH, 4 WIRE, NEMA 3R HIGH VOLTAGE PANEL "HA"	EA	1	\$13,390.00	\$13,390.00	\$9,626.00	\$9,626.00	\$10,856.00	\$10,856.00
73	FURNISH AND INSTALL 150 KVA, PRI:480V-3PH-3W, SEC: 120/208V,3PH,4W, DRY TRANSFORMER "T1"	EA	1	\$13,920.00	\$13,920.00	\$13,618.00	\$13,618.00	\$16,048.00	\$16,048.00
74	FURNISH AND INSTALL 120/208V, 3PH,4W, 400AF/400FS, NEMA 3R DISCONNECT SWITCH	EA	1	\$6,560.00	\$6,560.00	\$5,400.00	\$5,400.00	\$6,490.00	\$6,490.00
75	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT MIN 30" DEEP FROM EXISTING PULL BOX (PB-28) TO "MS"	LF	120	\$12.10	\$1,452.00	\$33.00	\$3,960.00	\$129.80	\$15,576.00
76	FURNISH AND INSTALL 500 KCMIL COPPER WIRES FROM SWITCHBOARD "DP-A" TO NEW "MS"	LF	3000	\$29.30	\$87,900.00	\$35.00	\$105,000.00	\$37.76	\$113,280.00
77	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "MS" TO "HA"	LF	20	\$12.10	\$242.00	\$33.00	\$660.00	\$52.51	\$1,050.20
78	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM "MS" TO "HA"	LF	80	\$30.00	\$2,400.00	\$35.00	\$2,800.00	\$37.76	\$3,020.80
79	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "HA" TO "T1"	LF	20	\$12.10	\$242.00	\$33.00	\$660.00	\$52.51	\$1,050.20
80	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM "HA" TO HIGH SIDE OF "T1"	LF	60	\$16.10	\$966.00	\$16.00	\$960.00	\$23.60	\$1,416.00
81	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "T1" TO 120/208V DISCONNECT SWITCH	LF	15	\$12.70	\$190.50	\$33.00	\$495.00	\$52.51	\$787.65

Item No	Description	UOM	QTY	Horizons Construction Company - Unit Price	Horizons Construction Company - Line Total	Newman Midland Corp. - Unit Price	Newman Midland Corp. - Line Total	Monet Construction, Inc - Unit Price	Monet Construction, Inc - Line Total
82	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM LOW SIDE OF "T1" TO 120/208V DISCONNECT SWITCH	LF	60	\$31.10	\$1,866.00	\$35.00	\$2,100.00	\$37.76	\$2,265.60
83	FURNISH AND INSTALL 4 INCH EMT CONDUIT FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	60	\$28.80	\$1,728.00	\$74.00	\$4,440.00	\$76.70	\$4,602.00
84	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	180	\$34.50	\$6,210.00	\$35.00	\$6,300.00	\$37.76	\$6,796.80
85	FURNISH AND INSTALL #8 GND COPPER WIRE FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	60	\$4.80	\$288.00	\$4.00	\$240.00	\$4.43	\$265.80
86	FURNISH AND INSTALL 1 1/4" EMT CONDUIT FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	70	\$7.90	\$553.00	\$14.00	\$980.00	\$21.24	\$1,486.80
87	FURNISH AND INSTALL #1 THHN COPPER WIRE FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	420	\$8.10	\$3,402.00	\$14.00	\$5,880.00	\$11.80	\$4,956.00
88	FURNISH AND INSTALL #8 GND COPPER WIRE FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	70	\$4.90	\$343.00	\$4.00	\$280.00	\$4.43	\$310.10
89	REMOVE EXISTING 4/0 FROM DP-A TO EXISTING PANEL "AA" (INSIDE PAVILION BUILDING ELECTRICAL ROOM)	LF	2500	\$1.00	\$2,500.00	\$4.00	\$10,000.00	\$3.54	\$8,850.00
90	REMOVE CONNECTION BETWEEN EXISTING PANEL "AA" AND EXISTING PANEL "A" INCLUDING CONDUITS, WIRES, DISCONNECT SWITCH AND STEP-DOWN TRANSFORMER AND DISPOSAL AS ELECTRICAL WASTE	LS	1	\$1,380.00	\$1,380.00	\$7,278.00	\$7,278.00	\$12,980.00	\$12,980.00
91	TEST PER SPECIFICATION ALL EQUIPMENT AFTER COMPLETION THE INSTALLATION OF MAIN BREAKER SERVICE, TRANSFORMER, DISCONNECT SWITCH AND OTHERS TO ELECTRICAL ROOM AND ENERGIZE	LS	1	\$1,725.00	\$1,725.00	\$25,827.00	\$25,827.00	\$11,800.00	\$11,800.00
					\$153,487.50		\$218,596.00		\$236,631.95
					\$6,327,770.00		\$6,470,764.00		\$6,826,817.57

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 on 04/10/2025
 15, 2025 10:00 AM (PDT)
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Item No	Description	UOM	QTY	Lumar Corporation - Unit Price	Lumar Corporation - Line Total	Keystone Builders Inc - Unit Price	Keystone Builders Inc - Line Total	CABD Construction - Unit Price	CABD Construction - Line Total
1	MOBILIZATION	LS	1	\$80,000.00	\$80,000.00	\$75,000.00	\$75,000.00	\$300,000.00	\$300,000.00
2	PREPARATION AND IMPLEMENTATION OF EROSION CONTROL PLANS.	LS	1	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$21,600.00	\$21,600.00
					\$85,000.00		\$90,000.00		\$321,600.00
3	DIVISION 2 - DEMOLITION (BUILDING)	LS	1	\$150,000.00	\$150,000.00	\$135,000.00	\$135,000.00	\$373,560.00	\$373,560.00
4	DIVISION 3 - CONCRETE (BUILDING SLAB AND FOOTING)	LS	1	\$100,000.00	\$100,000.00	\$36,000.00	\$36,000.00	\$240,000.00	\$240,000.00
5	DIVISION 5 - METALS	LS	1	\$60,000.00	\$60,000.00	\$70,000.00	\$70,000.00	\$42,000.00	\$42,000.00
6	DIVISION 6 - ROUGH CARPETRY/FRAMING	LS	1	\$600,000.00	\$600,000.00	\$385,000.00	\$385,000.00	\$240,000.00	\$240,000.00
7	DIVISION 7 - THERMAL AND MOISTURE PROTECTION	LS	1	\$220,000.00	\$220,000.00	\$399,000.00	\$399,000.00	\$247,980.00	\$247,980.00
8	DIVISION 8 - DOORS AND WINDOWS	LS	1	\$400,000.00	\$400,000.00	\$125,000.00	\$125,000.00	\$217,201.44	\$217,201.44
9	DIVISION 9 - FINISHES	LS	1	\$700,000.00	\$700,000.00	\$616,000.00	\$616,000.00	\$850,000.00	\$850,000.00
10	DIVISION 10 - SPECIALTIES	LS	1	\$100,000.00	\$100,000.00	\$61,000.00	\$61,000.00	\$70,536.00	\$70,536.00
11	DIVISION 11 - EQUIPMENT	LS	1	\$600,000.00	\$600,000.00	\$35,000.00	\$35,000.00	\$264,000.00	\$264,000.00
12	DIVISION 12 - BUILT IN CABINETS AND COUNTERS	LS	1	\$50,000.00	\$50,000.00	\$268,000.00	\$268,000.00	\$66,000.00	\$66,000.00
13	DIVISION 21 - FIRE SPRINKLERS (S)	LS	1	\$80,000.00	\$80,000.00	\$79,000.00	\$79,000.00	\$190,440.00	\$190,440.00
14	DIVISION 22 - PLUMBING (S)	LS	1	\$380,000.00	\$380,000.00	\$367,000.00	\$367,000.00	\$522,000.00	\$522,000.00
15	DIVISION 23 - HEATING, VENTILATION AND AIR-CONDITIONING (HVAC) (S)	LS	1	\$350,000.00	\$350,000.00	\$362,000.00	\$362,000.00	\$360,241.08	\$360,241.08
16	DIVISION 26 - BUILDING ELECTRICAL (S)	LS	1	\$1,300,000.00	\$1,300,000.00	\$1,840,000.00	\$1,840,000.00	\$866,400.00	\$866,400.00
17	DIVISION 27 - LOW VOLTAGE (A/V AND IT) (S)	LS	1	\$420,000.00	\$420,000.00	\$434,000.00	\$434,000.00	\$406,140.00	\$406,140.00
18	DIVISION 28 - SAFETY AND SECURITY (S)	LS	1	\$18,000.00	\$18,000.00	\$0.00	\$0.00	\$85,200.00	\$85,200.00
19	LEAD AND ASBESTOS ABATEMENT (S)	LS	1	\$5,000.00	\$5,000.00	\$4,950.00	\$4,950.00	\$3,840.00	\$3,840.00
					\$5,533,000.00		\$5,216,950.00		\$5,045,538.52
20	SAW CUT AND REMOVE 4" THICK PCC PAVING, INCLUDING 12" THICK BASE MATERIAL	SF	1655	\$6.00	\$9,930.00	\$30.00	\$49,650.00	\$7.20	\$11,916.00
21	SAW CUT AND REMOVE 4" THICK ASPHALT CONCRETE PAVING, INCLUDING 12" THICK BASE MATERIAL.	SF	1680	\$6.00	\$10,080.00	\$3.00	\$5,040.00	\$7.20	\$12,096.00
22	RAISE AND DISPOSE OF INTERFERRING 6' HIGH VINYL FENCING AND POST FOOTING	LF	16	\$1,000.00	\$16,000.00	\$110.00	\$1,760.00	\$1.20	\$19.20
23	REMOVE AND DISPOSE OF 4 INCH PVC DRAIN PIPE AND CLEAN-OUT	LF	77	\$20.00	\$1,540.00	\$39.00	\$3,003.00	\$1.20	\$92.40
24	REMOVE METAL GUARD RAILING	LF	46	\$30.00	\$1,380.00	\$40.00	\$1,840.00	\$60.00	\$2,760.00
25	CUT AND CAP 4 INCH PVC DRAIN PIPE	EA	1	\$300.00	\$300.00	\$0.00	\$0.00	\$600.00	\$600.00
26	REMOVE WATER FILTRATION SYSTEM, PRESSURE REGULATOR AND PVC PIPING. SALVAGE PER OWNER'S DIRECTION.	LS	1	\$500.00	\$500.00	\$2,950.00	\$2,950.00	\$1,800.00	\$1,800.00
27	REMOVE METAL DOWN SPOUT AND 5" DIA. INLET RISER.	EA	1	\$300.00	\$300.00	\$2,950.00	\$2,950.00	\$420.00	\$420.00
28	ADJUST METAL RAIN GUTTER TO FLOW TO ADJUSTMENT NORTHERLY DOWN SPOUT.	LS	1	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00
29	UNCLASSIFIED EXCAVATION AND EXPORT	CY	91	\$70.00	\$6,370.00	\$155.00	\$14,105.00	\$120.00	\$10,920.00
30	CONSTRUCT 6" CONCRETE PAVING OVER 12" CLASS II AGGREGATE BASE	SF	1325	\$22.00	\$29,150.00	\$36.00	\$47,700.00	\$14.40	\$19,080.00
31	CONSTRUCT 4" ASPHALT CONCRETE PAVING OVER 12" CLASS II AGGREGATE BASE.	SF	300	\$17.00	\$5,100.00	\$90.00	\$27,000.00	\$120.00	\$36,000.00
32	CONSTRUCT NEW 6' HIGH VINYL FENCE PANEL AND POST FOOTING PER DETAIL 2 ON SHEET 3 OF 4.	LF	16	\$300.00	\$4,800.00	\$190.00	\$3,040.00	\$600.00	\$9,600.00
33	CONSTRUCT SERVICE 5" THICK CONCRETE PAD OVER 6" CLASS II AGGREGATE BASE.	SF	69	\$40.00	\$2,760.00	\$30.00	\$2,070.00	\$96.00	\$6,624.00
34	CONSTRUCT 24" THICK GENERATOR PAD PER STRUCTURAL PLANS.	SF	730	\$77.00	\$56,210.00	\$37.00	\$27,010.00	\$96.00	\$70,080.00
35	CONSTRUCT VARIABLE HIGH C.M.U. RETAINING WALL PER STRUCTURAL PLANS AND PROFILES ON SHEET 4 OF 5.	LS	1	\$67,000.00	\$67,000.00	\$47,200.00	\$47,200.00	\$57,600.00	\$57,600.00

Item No	Description	UOM	QTY	Lumar Corporation - Unit Price	Lumar Corporation - Line Total	Keystone Builders Inc - Unit Price	Keystone Builders Inc - Line Total	CABD Construction - Unit Price	CABD Construction - Line Total
36	CONSTRUCT 6' HIGH X 3' WIDE DOUBLE VINYL SWING GATE WITH LATCH PER DETAIL 3 ON SHEET 3 OF 4.	EA	2	\$600.00	\$1,200.00	\$7,500.00	\$15,000.00	\$3,600.00	\$7,200.00
37	CONSTRUCT 4' HIGH X 4" DIA. REMOVABLE CONCRETE FILLED BOLLARD PER DETAIL 4 ON SHEET 4 OF 4.	EA	9	\$2,100.00	\$18,900.00	\$450.00	\$4,050.00	\$480.00	\$4,320.00
38	CONSTRUCT 3" HIGH DENSITY POLYETHYLENE (HDPE) YELLOW GAS PIPE AND ALL REQUIRED FITTINGS.	LF	30	\$100.00	\$3,000.00	\$175.00	\$5,250.00	\$451.92	\$13,557.60
39	INSTALL DUCT BANK AND TRENCH BACKFILL PER DETAIL 5 ON SHEET 4 OF 4.	LF	230	\$100.00	\$23,000.00	\$225.00	\$51,750.00	\$108.00	\$24,840.00
					\$258,520.00		\$313,868.00		\$291,325.20
40	FURNISH, DELIVER, AND INSTALL ON THE PAD 1000 kW/1250 kVA, 60 Hz, 1200 AMPS, 277/480 VOLT, 3 PHASE NATURAL GAS FUEL STANDBY GENERATOR WITH FAN AND ATTENUATED SOUND ENCLOSURE (SOUND 80 dBA AT 23 FEET AWAY FROM THE GENERATOR), CATERPILLAR MODEL G3512 OR APPROVED EQUAL.	LS	1	\$1,000,000.00	\$1,000,000.00	\$1,449,000.00	\$1,449,000.00	\$1,500,000.00	\$1,500,000.00
41	FURNISH FIVE (5) YEARS OF WARRANTY SERVICE FOR THE GENERATOR FOR ITEM NO. 40 ABOVE (DETAILS OF COVERAGE ARE SPECIFIED IN THE SPECIFICATION)	LS	1	\$11,500.00	\$11,500.00	\$11,500.00	\$11,500.00	\$12,000.00	\$12,000.00
42	FURNISH, DELIVER AND INSTALL WALL MOUNTED AUTOMATIC TRANSFER SWITCH (ATS), 400A, 277/480V, 3 PHASE SCHNEIDER ELECTRIC ASCO SERIES 300 MODEL: J03ATSB30400NG0G OR APPROVED EQUAL	EA	1	\$29,940.00	\$29,940.00	\$17,250.00	\$17,250.00	\$18,000.00	\$18,000.00
43	FURNISH AND INSTALL 480V 1PHASE 60AS/50AF NEMA 3R WEATHERPROOF FUSE DISCONNECT SWITCH "E"	EA	1	\$2,113.00	\$2,113.00	\$690.00	\$690.00	\$720.00	\$720.00
44	FURNISH AND INSTALL 25KVA, 480V, 1 PHASE, 2 WIRE PRI. TO 120/208V, 3 WIRE SEC. NEMA 3R WEATHERPROOF DRY TRANSFORMER "T"	EA	1	\$8,964.00	\$8,964.00	\$3,450.00	\$3,450.00	\$3,600.00	\$3,600.00
45	FURNISH AND INSTALL 100 AMP MAIN (125 AMP BUS) 120/208V 1 PHASE, 3 WIRE SEC. 12-24 SPACE NEMA 3R ELECTRICAL PANEL "G1"	EA	1	\$2,854.00	\$2,854.00	\$2,300.00	\$2,300.00	\$2,400.00	\$2,400.00
46	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO GENERATOR	LF	70	\$108.00	\$7,560.00	\$109.00	\$7,630.00	\$109.72	\$7,680.40
47	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO GENERATOR.	LF	140	\$69.00	\$9,660.00	\$18.85	\$2,639.00	\$18.85	\$2,639.00
48	FURNISH AND INSTALL 3/0 GND. COPPER WIRE FROM ATS-1 TO GENERATOR.	LF	35	\$48.00	\$1,680.00	\$101.13	\$3,539.55	\$102.85	\$3,599.75
49	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO PAVILION BUILDING MAIN BREAKER ENCLOSURE "MS"	LF	460	\$74.00	\$34,040.00	\$24.10	\$11,086.00	\$24.52	\$11,279.20
50	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO PAVILION MAIN BREAKER "MS"	LF	920	\$16.00	\$14,720.00	\$15.38	\$14,149.60	\$15.65	\$14,398.00
51	FURNISH AND INSTALL 3/0 GND COPPER WIRE FROM ATS-1 TO PAVILION MAIN BREAKER "MS"	LF	230	\$28.00	\$6,440.00	\$12.00	\$2,760.00	\$12.52	\$2,879.60
52	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO PAVILION PANEL "HA"	LF	460	\$74.00	\$34,040.00	\$13.50	\$6,210.00	\$14.09	\$6,481.40
53	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO PAVILION HIGH VOLTAGE PANEL "HA".	LF	920	\$17.00	\$15,640.00	\$10.50	\$9,660.00	\$10.96	\$10,083.20
54	FURNISH AND INSTALL 3/0 GND FROM ATS-1 TO PAVILION HIGH VOLTAGE PANEL "HA".	LF	230	\$31.00	\$7,130.00	\$18.00	\$4,140.00	\$18.78	\$4,319.40
55	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM ATS-1 TO GENERATOR CONTROLLER	LF	35	\$48.00	\$1,680.00	\$9.85	\$344.75	\$10.28	\$359.80
56	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM ATS-1 TO GENERATOR CONTROLLER.	LF	70	\$11.00	\$770.00	\$3.29	\$230.30	\$3.43	\$240.10
57	FURNISH AND INSTALL #8 GND COPPER WIRE FROM ATS-1 TO GENERATOR CONTROLLER.	LF	35	\$23.00	\$805.00	\$3.29	\$115.15	\$3.43	\$120.05
58	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T)	LF	245	\$12.00	\$2,940.00	\$11.27	\$2,761.15	\$11.76	\$2,881.20

Item No	Description	UOM	QTY	Lumar Corporation - Unit Price	Lumar Corporation - Line Total	Keystone Builders Inc - Unit Price	Keystone Builders Inc - Line Total	CABD Construction - Unit Price	CABD Construction - Line Total
59	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T) THROUGH THE PULLBOX AND FUSE DISCONNECT SWITCH	LF	490	\$6.00	\$2,940.00	\$1.40	\$686.00	\$1.46	\$715.40
60	FURNISH AND INSTALL #8 GND COPPER WIRE FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T)	LF	245	\$4.00	\$980.00	\$1.87	\$458.15	\$1.96	\$480.20
61	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	10	\$105.00	\$1,050.00	\$34.50	\$345.00	\$36.00	\$360.00
62	FURNISH AND INSTALL #6 THWN COPPER WIRE FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	20	\$82.00	\$1,640.00	\$9.20	\$184.00	\$9.60	\$192.00
63	FURNISH AND INSTALL #8 GND COPPER WIRE FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	10	\$5.00	\$50.00	\$69.00	\$690.00	\$72.00	\$720.00
64	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	15	\$112.00	\$1,680.00	\$260.67	\$3,910.05	\$272.00	\$4,080.00
65	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	60	\$23.00	\$1,380.00	\$3.83	\$229.80	\$4.00	\$240.00
66	FURNISH AND INSTALL #8 GND COPPER WIRE FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	15	\$22.00	\$330.00	\$4.60	\$69.00	\$4.80	\$72.00
67	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT STUB OUT FROM GENERATOR CONTROLLER TO GRAND ARENA	LF	500	\$39.00	\$19,500.00	\$28.52	\$14,260.00	\$29.76	\$14,880.00
68	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUIT STUB OUT FROM STANDBY GENERATOR TO GRAND AREA	LF	1000	\$71.00	\$71,000.00	\$27.60	\$27,600.00	\$28.80	\$28,800.00
69	PERFORM A TEST RUN INCLUDING 6 HOURS OF LOAD BANK TO ENSURE GENERATOR, ATS, AND OTHER PARTS FUNCTION PROPERLY AFTER COMPLETION OF THE INSTALLATION AND ENERGIZE	LS	1	\$23,560.00	\$23,560.00	\$6,900.00	\$6,900.00	\$7,200.00	\$7,200.00
					\$1,316,586.00		\$1,604,787.50		\$1,661,420.70
70	FURNISH AND INSTALL 400 AMP 3 POLE BREAKER, 480/277V, 3PH, 4W, NEMA 3R MAIN BREAKER ENCLOSURE "MS"	EA	1	\$16,890.00	\$16,890.00	\$10,350.00	\$10,350.00	\$10,800.00	\$10,800.00
71	FURNISH AND INSTALL 480V, 3PH, 4 WIRE NEMA 3R ENCLOSURE E-MON D-MON METER OR APPROVED EQUAL	EA	1	\$6,090.00	\$6,090.00	\$2,070.00	\$2,070.00	\$2,160.00	\$2,160.00
72	FURNISH AND INSTALL 400 AMP, 480/277V, 3PH, 4 WIRE, NEMA 3R HIGH VOLTAGE PANEL "HA"	EA	1	\$9,420.00	\$9,420.00	\$3,680.00	\$3,680.00	\$3,840.00	\$3,840.00
73	FURNISH AND INSTALL 150 KVA, PRI:480V-3PH-3W, SEC: 120/208V,3PH,4W, DRY TRANSFORMER "T1"	EA	1	\$17,130.00	\$17,130.00	\$25,300.00	\$25,300.00	\$26,400.00	\$26,400.00
74	FURNISH AND INSTALL 120/208V, 3PH,4W, 400AF/400FS, NEMA 3R DISCONNECT SWITCH	EA	1	\$7,470.00	\$7,470.00	\$10,810.00	\$10,810.00	\$11,280.00	\$11,280.00
75	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT MIN 30" DEEP FROM EXISTING PULL BOX (PB-28) TO "MS"	LF	120	\$71.00	\$8,520.00	\$30.67	\$3,680.40	\$32.00	\$3,840.00
76	FURNISH AND INSTALL 500 KCMIL COPPER WIRES FROM SWITCHBOARD "DP-A" TO NEW "MS"	LF	3000	\$26.00	\$78,000.00	\$31.43	\$94,290.00	\$32.80	\$98,400.00
77	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "MS" TO "HA"	LF	20	\$71.00	\$1,420.00	\$241.50	\$4,830.00	\$252.00	\$5,040.00
78	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM "MS" TO "HA"	LF	80	\$32.00	\$2,560.00	\$46.00	\$3,680.00	\$48.00	\$3,840.00
79	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "HA" TO "T1"	LF	20	\$71.00	\$1,420.00	\$34.50	\$690.00	\$36.00	\$720.00
80	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM "HA" TO HIGH SIDE OF "T1"	LF	60	\$13.00	\$780.00	\$17.25	\$1,035.00	\$18.00	\$1,080.00
81	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "T1" TO 120/208V DISCONNECT SWITCH	LF	15	\$92.00	\$1,380.00	\$46.00	\$690.00	\$48.00	\$720.00

Item No	Description	UOM	QTY	Lumar Corporation - Unit Price	Lumar Corporation - Line Total	Keystone Builders Inc - Unit Price	Keystone Builders Inc - Line Total	CABD Construction - Unit Price	CABD Construction - Line Total
82	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM LOW SIDE OF "T1" TO 120/208V DISCONNECT SWITCH	LF	60	\$65.00	\$3,900.00	\$38.33	\$2,299.80	\$40.00	\$2,400.00
83	FURNISH AND INSTALL 4 INCH EMT CONDUIT FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	60	\$127.00	\$7,620.00	\$80.50	\$4,830.00	\$84.00	\$5,040.00
84	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	180	\$59.00	\$10,620.00	\$38.33	\$6,899.40	\$40.00	\$7,200.00
85	FURNISH AND INSTALL #8 GND COPPER WIRE FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	60	\$5.00	\$300.00	\$4.12	\$247.20	\$4.30	\$258.00
86	FURNISH AND INSTALL 1 1/4" EMT CONDUIT FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	70	\$39.00	\$2,730.00	\$6.57	\$459.90	\$6.85	\$479.50
87	FURNISH AND INSTALL #1 THHN COPPER WIRE FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	420	\$7.00	\$2,940.00	\$4.38	\$1,839.60	\$4.57	\$1,919.40
88	FURNISH AND INSTALL #8 GND COPPER WIRE FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	70	\$4.00	\$280.00	\$1.31	\$91.70	\$1.37	\$95.90
89	REMOVE EXISTING 4/0 FROM DP-A TO EXISTING PANEL "AA" (INSIDE PAVILION BUILDING ELECTRICAL ROOM)	LF	2500	\$3.00	\$7,500.00	\$11.96	\$29,900.00	\$12.48	\$31,200.00
90	REMOVE CONNECTION BETWEEN EXISTING PANEL "AA" AND EXISTING PANEL "A" INCLUDING CONDUITS, WIRES, DISCONNECT SWITCH AND STEP-DOWN TRANSFORMER AND DISPOSAL AS ELECTRICAL WASTE	LS	1	\$3,426.00	\$3,426.00	\$16,100.00	\$16,100.00	\$16,800.00	\$16,800.00
91	TEST PER SPECIFICATION ALL EQUIPMENT AFTER COMPLETION THE INSTALLATION OF MAIN BREAKER SERVICE, TRANSFORMER, DISCONNECT SWITCH AND OTHERS TO ELECTRICAL ROOM AND ENERGIZE	LS	1	\$13,560.00	\$13,560.00	\$6,900.00	\$6,900.00	\$7,200.00	\$7,200.00
					\$203,956.00		\$230,673.00		\$240,712.80
					\$7,397,062.00		\$7,456,278.50		\$7,560,597.22

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 ar Pavilion Building Upgrades (EXPO-2139)
 on 04/10/2025
 15, 2025 10:00 AM (PDT)
 d on 05/15/2025

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Item No	Description	UOM	QTY	Pub Construction, Inc - Unit Price	Pub Construction, Inc - Line Total	ROYAL CONSTRUCTION CORP. - Unit Price	ROYAL CONSTRUCTION CORP. - Line Total	Cal-City Construction, Inc. - Unit Price	Cal-City Construction, Inc. - Line Total
1	MOBILIZATION	LS	1	\$378,926.00	\$378,926.00	\$380,000.00	\$380,000.00	\$820,622.00	\$820,622.00
2	PREPARATION AND IMPLEMENTATION OF EROSION CONTROL PLANS.	LS	1	\$11,074.00	\$11,074.00	\$100,000.00	\$100,000.00	\$24,600.00	\$24,600.00
					\$390,000.00		\$480,000.00		\$845,222.00
3	DIVISION 2 - DEMOLITION (BUILDING)	LS	1	\$391,520.44	\$391,520.44	\$337,000.00	\$337,000.00	\$267,000.00	\$267,000.00
4	DIVISION 3 - CONCRETE (BUILDING SLAB AND FOOTING)	LS	1	\$81,874.49	\$81,874.49	\$140,000.00	\$140,000.00	\$257,900.00	\$257,900.00
5	DIVISION 5 - METALS	LS	1	\$2,637.00	\$2,637.00	\$20,000.00	\$20,000.00	\$36,800.00	\$36,800.00
6	DIVISION 6 - ROUGH CARPETRY/FRAMING	LS	1	\$700,864.14	\$700,864.14	\$400,000.00	\$400,000.00	\$652,100.00	\$652,100.00
7	DIVISION 7 - THERMAL AND MOISTURE PROTECTION	LS	1	\$318,842.60	\$318,842.60	\$250,000.00	\$250,000.00	\$396,500.00	\$396,500.00
8	DIVISION 8 - DOORS AND WINDOWS	LS	1	\$321,835.00	\$321,835.00	\$515,000.00	\$515,000.00	\$611,300.00	\$611,300.00
9	DIVISION 9 - FINISHES	LS	1	\$875,173.62	\$875,173.62	\$1,040,000.00	\$1,040,000.00	\$674,300.00	\$674,300.00
10	DIVISION 10 - SPECIALTIES	LS	1	\$274,271.00	\$274,271.00	\$135,000.00	\$135,000.00	\$74,700.00	\$74,700.00
11	DIVISION 11 - EQUIPMENT	LS	1	\$5,000.00	\$5,000.00	\$290,000.00	\$290,000.00	\$240,000.00	\$240,000.00
12	DIVISION 12 - BUILT IN CABINETS AND COUNTERS	LS	1	\$38,758.00	\$38,758.00	\$50,000.00	\$50,000.00	\$52,900.00	\$52,900.00
13	DIVISION 21 - FIRE SPRINKLERS (S)	LS	1	\$285,081.00	\$285,081.00	\$125,000.00	\$125,000.00	\$121,000.00	\$121,000.00
14	DIVISION 22 - PLUMBING (S)	LS	1	\$431,589.00	\$431,589.00	\$530,000.00	\$530,000.00	\$478,200.00	\$478,200.00
15	DIVISION 23 - HEATING, VENTILATION AND AIR-CONDITIONING (HVAC) (S)	LS	1	\$403,404.00	\$403,404.00	\$360,000.00	\$360,000.00	\$398,300.00	\$398,300.00
16	DIVISION 26 - BUILDING ELECTRICAL (S)	LS	1	\$599,833.00	\$599,833.00	\$440,000.00	\$440,000.00	\$764,600.00	\$764,600.00
17	DIVISION 27 - LOW VOLTAGE (A/V AND IT) (S)	LS	1	\$420,542.00	\$420,542.00	\$360,000.00	\$360,000.00	\$360,100.00	\$360,100.00
18	DIVISION 28 - SAFETY AND SECURITY (S)	LS	1	\$35,708.00	\$35,708.00	\$30,000.00	\$30,000.00	\$117,200.00	\$117,200.00
19	LEAD AND ASBESTOS ABATEMENT (S)	LS	1	\$4,219.00	\$4,219.00	\$8,000.00	\$8,000.00	\$5,400.00	\$5,400.00
					\$5,191,152.29		\$5,030,000.00		\$5,508,300.00
20	SAW CUT AND REMOVE 4" THICK PCC PAVING, INCLUDING 12" THICK BASE MATERIAL	SF	1655	\$20.00	\$33,100.00	\$22.00	\$36,410.00	\$11.00	\$18,205.00
21	SAW CUT AND REMOVE 4" THICK ASPHALT CONCRETE PAVING, INCLUDING 12" THICK BASE MATERIAL.	SF	1680	\$5.00	\$8,400.00	\$20.00	\$33,600.00	\$8.00	\$13,440.00
22	RAISE AND DISPOSE OF INTERFERRING 6' HIGH VINYL FENCING AND POST FOOTING	LF	16	\$132.00	\$2,112.00	\$75.00	\$1,200.00	\$31.00	\$496.00
23	REMOVE AND DISPOSE OF 4 INCH PVC DRAIN PIPE AND CLEAN-OUT	LF	77	\$55.00	\$4,235.00	\$50.00	\$3,850.00	\$25.00	\$1,925.00
24	REMOVE METAL GUARD RAILING	LF	46	\$46.00	\$2,116.00	\$60.00	\$2,760.00	\$30.00	\$1,380.00
25	CUT AND CAP 4 INCH PVC DRAIN PIPE	EA	1	\$659.00	\$659.00	\$600.00	\$600.00	\$700.00	\$700.00
26	REMOVE WATER FILTRATION SYSTEM, PRESSURE REGULATOR AND PVC PIPING. SALVAGE PER OWNER'S DIRECTION.	LS	1	\$1,318.00	\$1,318.00	\$800.00	\$800.00	\$5,800.00	\$5,800.00
27	REMOVE METAL DOWN SPOUT AND 5" DIA. INLET RISER.	EA	1	\$659.00	\$659.00	\$750.00	\$750.00	\$500.00	\$500.00
28	ADJUST METAL RAIN GUTTER TO FLOW TO ADJUSTMENT NORTHERLY DOWN SPOUT.	LS	1	\$7,910.00	\$7,910.00	\$600.00	\$600.00	\$8,300.00	\$8,300.00
29	UNCLASSIFIED EXCAVATION AND EXPORT	CY	91	\$171.00	\$15,561.00	\$200.00	\$18,200.00	\$829.00	\$75,439.00
30	CONSTRUCT 6" CONCRETE PAVING OVER 12" CLASS II AGGREGATE BASE	SF	1325	\$73.00	\$96,725.00	\$16.00	\$21,200.00	\$50.00	\$66,250.00
31	CONSTRUCT 4" ASPHALT CONCRETE PAVING OVER 12" CLASS II AGGREGATE BASE.	SF	300	\$135.00	\$40,500.00	\$850.00	\$255,000.00	\$33.00	\$9,900.00
32	CONSTRUCT NEW 6' HIGH VINYL FENCE PANEL AND POST FOOTING PER DETAIL 2 ON SHEET 3 OF 4.	LF	16	\$395.00	\$6,320.00	\$200.00	\$3,200.00	\$94.00	\$1,504.00
33	CONSTRUCT SERVICE 5" THICK CONCRETE PAD OVER 6" CLASS II AGGREGATE BASE.	SF	69	\$66.00	\$4,554.00	\$30.00	\$2,070.00	\$42.00	\$2,898.00
34	CONSTRUCT 24" THICK GENERATOR PAD PER STRUCTURAL PLANS.	SF	730	\$73.00	\$53,290.00	\$120.00	\$87,600.00	\$158.00	\$115,340.00
35	CONSTRUCT VARIABLE HIGH C.M.U. RETAINING WALL PER STRUCTURAL PLANS AND PROFILES ON SHEET 4 OF 5.	LS	1	\$67,985.00	\$67,985.00	\$70,000.00	\$70,000.00	\$82,900.00	\$82,900.00

Item No	Description	UOM	QTY	Pub Construction, Inc - Unit Price	Pub Construction, Inc - Line Total	ROYAL CONSTRUCTION CORP. - Unit Price	ROYAL CONSTRUCTION CORP. - Line Total	Cal-City Construction, Inc. - Unit Price	Cal-City Construction, Inc. - Line Total
36	CONSTRUCT 6' HIGH X 3' WIDE DOUBLE VINYL SWING GATE WITH LATCH PER DETAIL 3 ON SHEET 3 OF 4.	EA	2	\$1,318.00	\$2,636.00	\$10,000.00	\$20,000.00	\$50.00	\$100.00
37	CONSTRUCT 4' HIGH X 4' DIA. REMOVABLE CONCRETE FILLED BOLLARD PER DETAIL 4 ON SHEET 4 OF 4.	EA	9	\$395.00	\$3,555.00	\$1,200.00	\$10,800.00	\$4,144.00	\$37,296.00
38	CONSTRUCT 3" HIGH DENSITY POLYETHYLENE (HDPE) YELLOW GAS PIPE AND ALL REQUIRED FITTINGS.	LF	30	\$198.00	\$5,940.00	\$150.00	\$4,500.00	\$207.00	\$6,210.00
39	INSTALL DUCT BANK AND TRENCH BACKFILL PER DETAIL 5 ON SHEET 4 OF 4.	LF	230	\$290.00	\$66,700.00	\$300.00	\$69,000.00	\$100.00	\$23,000.00
					\$424,275.00		\$642,140.00		\$471,583.00
40	FURNISH, DELIVER, AND INSTALL ON THE PAD 1000 kW/1250 kVA, 60 Hz, 1200 AMPS, 277/480 VOLT, 3 PHASE NATURAL GAS FUEL STANDBY GENERATOR WITH FAN AND ATTENUATED SOUND ENCLOSURE (SOUND 80 dBA AT 23 FEET AWAY FROM THE GENERATOR), CATERPILLAR MODEL G3512 OR APPROVED EQUAL.	LS	1	\$1,647,892.00	\$1,647,892.00	\$1,600,000.00	\$1,600,000.00	\$878,200.00	\$878,200.00
41	FURNISH FIVE (5) YEARS OF WARRANTY SERVICE FOR THE GENERATOR FOR ITEM NO. 40 ABOVE (DETAILS OF COVERAGE ARE SPECIFIED IN THE SPECIFICATION)	LS	1	\$15,162.00	\$15,162.00	\$30,000.00	\$30,000.00	\$47,900.00	\$47,900.00
42	FURNISH, DELIVER AND INSTALL WALL MOUNTED AUTOMATIC TRANSFER SWITCH (ATS), 400A, 277/480V, 3 PHASE SCHNEIDER ELECTRIC ASCO SERIES 300 MODEL: J03ATS B30400NG0G OR APPROVED EQUAL	EA	1	\$23,730.00	\$23,730.00	\$26,000.00	\$26,000.00	\$24,000.00	\$24,000.00
43	FURNISH AND INSTALL 480V 1PHASE 60AS/50AF NEMA 3R WEATHERPROOF FUSE DISCONNECT SWITCH "E"	EA	1	\$2,900.00	\$2,900.00	\$2,700.00	\$2,700.00	\$2,900.00	\$2,900.00
44	FURNISH AND INSTALL 25KVA, 480V, 1 PHASE, 2 WIRE PRI. TO 120/208V, 3 WIRE SEC. NEMA 3R WEATHERPROOF DRY TRANSFORMER "T"	EA	1	\$7,383.00	\$7,383.00	\$13,000.00	\$13,000.00	\$8,000.00	\$8,000.00
45	FURNISH AND INSTALL 100 AMP MAIN (125 AMP BUS) 120/208V 1 PHASE, 3 WIRE SEC. 12-24 SPACE NEMA 3R ELECTRICAL PANEL "G1"	EA	1	\$8,714.00	\$8,714.00	\$9,000.00	\$9,000.00	\$4,800.00	\$4,800.00
46	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO GENERATOR	LF	70	\$37.00	\$2,590.00	\$130.00	\$9,100.00	\$120.00	\$8,400.00
47	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO GENERATOR.	LF	140	\$18.00	\$2,520.00	\$110.00	\$15,400.00	\$49.00	\$6,860.00
48	FURNISH AND INSTALL 3/0 GND. COPPER WIRE FROM ATS-1 TO GENERATOR.	LF	35	\$17.00	\$595.00	\$80.00	\$2,800.00	\$40.00	\$1,400.00
49	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO PAVILION BUILDING MAIN BREAKER ENCLOSURE "MS"	LF	460	\$37.00	\$17,020.00	\$80.00	\$36,800.00	\$120.00	\$55,200.00
50	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO PAVILION MAIN BREAKER "MS"	LF	920	\$18.00	\$16,560.00	\$42.00	\$38,640.00	\$48.00	\$44,160.00
51	FURNISH AND INSTALL 3/0 GND COPPER WIRE FROM ATS-1 TO PAVILION MAIN BREAKER "MS"	LF	230	\$17.00	\$3,910.00	\$30.00	\$6,900.00	\$40.00	\$9,200.00
52	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO PAVILION PANEL "HA"	LF	460	\$37.00	\$17,020.00	\$80.00	\$36,800.00	\$120.00	\$55,200.00
53	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO PAVILION HIGH VOLTAGE PANEL "HA".	LF	920	\$18.00	\$16,560.00	\$40.00	\$36,800.00	\$48.00	\$44,160.00
54	FURNISH AND INSTALL 3/0 GND FROM ATS-1 TO PAVILION HIGH VOLTAGE PANEL "HA".	LF	230	\$17.00	\$3,910.00	\$30.00	\$6,900.00	\$40.00	\$9,200.00
55	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM ATS-1 TO GENERATOR CONTROLLER	LF	35	\$12.00	\$420.00	\$28.00	\$980.00	\$49.00	\$1,715.00
56	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM ATS-1 TO GENERATOR CONTROLLER.	LF	70	\$4.00	\$280.00	\$40.00	\$2,800.00	\$6.00	\$420.00
57	FURNISH AND INSTALL #8 GND COPPER WIRE FROM ATS-1 TO GENERATOR CONTROLLER.	LF	35	\$4.00	\$140.00	\$20.00	\$700.00	\$6.00	\$210.00
58	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T)	LF	245	\$12.00	\$2,940.00	\$15.00	\$3,675.00	\$48.00	\$11,760.00

Item No	Description	UOM	QTY	Pub Construction, Inc - Unit Price	Pub Construction, Inc - Line Total	ROYAL CONSTRUCTION CORP. - Unit Price	ROYAL CONSTRUCTION CORP. - Line Total	Cal-City Construction, Inc. - Unit Price	Cal-City Construction, Inc. - Line Total
59	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T) THROUGH THE PULLBOX AND FUSE DISCONNECT SWITCH	LF	490	\$4.00	\$1,960.00	\$10.00	\$4,900.00	\$6.00	\$2,940.00
60	FURNISH AND INSTALL #8 GND COPPER WIRE FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T)	LF	245	\$4.00	\$980.00	\$10.00	\$2,450.00	\$6.00	\$1,470.00
61	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	10	\$12.00	\$120.00	\$150.00	\$1,500.00	\$50.00	\$500.00
62	FURNISH AND INSTALL #6 THWN COPPER WIRE FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	20	\$5.00	\$100.00	\$10.00	\$200.00	\$10.00	\$200.00
63	FURNISH AND INSTALL #8 GND COPPER WIRE FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	10	\$4.00	\$40.00	\$120.00	\$1,200.00	\$10.00	\$100.00
64	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	15	\$12.00	\$180.00	\$140.00	\$2,100.00	\$47.00	\$705.00
65	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	60	\$4.00	\$240.00	\$40.00	\$2,400.00	\$5.00	\$300.00
66	FURNISH AND INSTALL #8 GND COPPER WIRE FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	15	\$4.00	\$60.00	\$40.00	\$600.00	\$7.00	\$105.00
67	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT STUB OUT FROM GENERATOR CONTROLLER TO GRAND ARENA	LF	500	\$12.00	\$6,000.00	\$16.00	\$8,000.00	\$48.00	\$24,000.00
68	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUIT STUB OUT FROM STANDBY GENERATOR TO GRAND AREA	LF	1000	\$37.00	\$37,000.00	\$30.00	\$30,000.00	\$120.00	\$120,000.00
69	PERFORM A TEST RUN INCLUDING 6 HOURS OF LOAD BANK TO ENSURE GENERATOR, ATS, AND OTHER PARTS FUNCTION PROPERLY AFTER COMPLETION OF THE INSTALLATION AND ENERGIZE	LS	1	\$9,887.00	\$9,887.00	\$20,000.00	\$20,000.00	\$43,100.00	\$43,100.00
					\$1,846,813.00		\$1,952,345.00		\$1,407,105.00
70	FURNISH AND INSTALL 400 AMP 3 POLE BREAKER, 480/277V, 3PH, 4W, NEMA 3R MAIN BREAKER ENCLOSURE "MS"	EA	1	\$9,887.00	\$9,887.00	\$5,500.00	\$5,500.00	\$14,400.00	\$14,400.00
71	FURNISH AND INSTALL 480V, 3PH, 4 WIRE NEMA 3R ENCLOSURE E-MON D-MON METER OR APPROVED EQUAL	EA	1	\$3,691.00	\$3,691.00	\$5,000.00	\$5,000.00	\$6,400.00	\$6,400.00
72	FURNISH AND INSTALL 400 AMP, 480/277V, 3PH, 4 WIRE, NEMA 3R HIGH VOLTAGE PANEL "HA"	EA	1	\$10,810.00	\$10,810.00	\$8,100.00	\$8,100.00	\$19,200.00	\$19,200.00
73	FURNISH AND INSTALL 150 KVA, PRI:480V-3PH-3W, SEC: 120/208V,3PH,4W, DRY TRANSFORMER "T1"	EA	1	\$15,292.00	\$15,292.00	\$17,500.00	\$17,500.00	\$19,200.00	\$19,200.00
74	FURNISH AND INSTALL 120/208V, 3PH,4W, 400AF/400FS, NEMA 3R DISCONNECT SWITCH	EA	1	\$6,064.00	\$6,064.00	\$6,000.00	\$6,000.00	\$6,400.00	\$6,400.00
75	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT MIN 30" DEEP FROM EXISTING PULL BOX (PB-28) TO "MS"	LF	120	\$37.00	\$4,440.00	\$140.00	\$16,800.00	\$120.00	\$14,400.00
76	FURNISH AND INSTALL 500 KCMIL COPPER WIRES FROM SWITCHBOARD "DP-A" TO NEW "MS"	LF	3000	\$40.00	\$120,000.00	\$48.00	\$144,000.00	\$80.00	\$240,000.00
77	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "MS" TO "HA"	LF	20	\$37.00	\$740.00	\$300.00	\$6,000.00	\$120.00	\$2,400.00
78	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM "MS" TO "HA"	LF	80	\$40.00	\$3,200.00	\$100.00	\$8,000.00	\$80.00	\$6,400.00
79	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "HA" TO "T1"	LF	20	\$37.00	\$740.00	\$375.00	\$7,500.00	\$120.00	\$2,400.00
80	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM "HA" TO HIGH SIDE OF "T1"	LF	60	\$18.00	\$1,080.00	\$35.00	\$2,100.00	\$48.00	\$2,880.00
81	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "T1" TO 120/208V DISCONNECT SWITCH	LF	15	\$37.00	\$555.00	\$460.00	\$6,900.00	\$120.00	\$1,800.00

Item No	Description	UOM	QTY	Pub Construction, Inc - Unit Price	Pub Construction, Inc - Line Total	ROYAL CONSTRUCTION CORP. - Unit Price	ROYAL CONSTRUCTION CORP. - Line Total	Cal-City Construction, Inc. - Unit Price	Cal-City Construction, Inc. - Line Total
82	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM LOW SIDE OF "T1" TO 120/208V DISCONNECT SWITCH	LF	60	\$40.00	\$2,400.00	\$80.00	\$4,800.00	\$80.00	\$4,800.00
83	FURNISH AND INSTALL 4 INCH EMT CONDUIT FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	60	\$83.00	\$4,980.00	\$160.00	\$9,600.00	\$135.00	\$8,100.00
84	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	180	\$40.00	\$7,200.00	\$120.00	\$21,600.00	\$80.00	\$14,400.00
85	FURNISH AND INSTALL #8 GND COPPER WIRE FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	60	\$4.00	\$240.00	\$55.00	\$3,300.00	\$5.00	\$300.00
86	FURNISH AND INSTALL 1 1/4" EMT CONDUIT FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	70	\$16.00	\$1,120.00	\$90.00	\$6,300.00	\$49.00	\$3,430.00
87	FURNISH AND INSTALL #1 THHN COPPER WIRE FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	420	\$16.00	\$6,720.00	\$40.00	\$16,800.00	\$13.00	\$5,460.00
88	FURNISH AND INSTALL #8 GND COPPER WIRE FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	70	\$4.00	\$280.00	\$55.00	\$3,850.00	\$6.00	\$420.00
89	REMOVE EXISTING 4/0 FROM DP-A TO EXISTING PANEL "AA" (INSIDE PAVILION BUILDING ELECTRICAL ROOM)	LF	2500	\$4.00	\$10,000.00	\$3.00	\$7,500.00	\$48.00	\$120,000.00
90	REMOVE CONNECTION BETWEEN EXISTING PANEL "AA" AND EXISTING PANEL "A" INCLUDING CONDUITS, WIRES, DISCONNECT SWITCH AND STEP-DOWN TRANSFORMER AND DISPOSAL AS ELECTRICAL WASTE	LS	1	\$8,714.00	\$8,714.00	\$6,000.00	\$6,000.00	\$24,000.00	\$24,000.00
91	TEST PER SPECIFICATION ALL EQUIPMENT AFTER COMPLETION THE INSTALLATION OF MAIN BREAKER SERVICE, TRANSFORMER, DISCONNECT SWITCH AND OTHERS TO ELECTRICAL ROOM AND ENERGIZE	LS	1	\$29,003.00	\$29,003.00	\$14,000.00	\$14,000.00	\$24,000.00	\$24,000.00
					\$247,156.00		\$327,150.00		\$540,790.00
					\$8,099,396.29		\$8,431,635.00		\$8,773,000.00

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 ar Pavilion Building Upgrades (EXPO-2139)
 on 04/10/2025
 15, 2025 10:00 AM (PDT)
 d on 05/15/2025

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Item No	Description	UOM	QTY	KYA Services LLC - Unit Price	KYA Services LLC - Line Total
1	MOBILIZATION	LS	1	\$24,868.00	\$24,868.00
2	PREPARATION AND IMPLEMENTATION OF EROSION CONTROL PLANS.	LS	1	\$31,108.00	\$31,108.00
3	DIVISION 2 - DEMOLITION (BUILDING)	LS	1	\$488,707.00	\$488,707.00
4	DIVISION 3 - CONCRETE (BUILDING SLAB AND FOOTING)	LS	1	\$268,773.00	\$268,773.00
5	DIVISION 5 - METALS	LS	1	\$43,551.00	\$43,551.00
6	DIVISION 6 - ROUGH CARPETRY/FRAMING	LS	1	\$727,413.00	\$727,413.00
7	DIVISION 7 - THERMAL AND MOISTURE PROTECTION	LS	1	\$477,429.00	\$477,429.00
8	DIVISION 8 - DOORS AND WINDOWS	LS	1	\$291,793.00	\$291,793.00
9	DIVISION 9 - FINISHES	LS	1	\$760,787.00	\$760,787.00
10	DIVISION 10 - SPECIALTIES	LS	1	\$119,397.00	\$119,397.00
11	DIVISION 11 - EQUIPMENT	LS	1	\$441,151.00	\$441,151.00
12	DIVISION 12 - BUILT IN CABINETS AND COUNTERS	LS	1	\$67,442.00	\$67,442.00
13	DIVISION 21 - FIRE SPRINKLERS (S)	LS	1	\$194,114.00	\$194,114.00
14	DIVISION 22 - PLUMBING (S)	LS	1	\$562,385.00	\$562,385.00
15	DIVISION 23 - HEATING, VENTILATION AND AIR-CONDITIONING (HVAC) (S)	LS	1	\$400,105.00	\$400,105.00
16	DIVISION 26 - BUILDING ELECTRICAL (S)	LS	1	\$1,290,273.00	\$1,290,273.00
17	DIVISION 27 - LOW VOLTAGE (A/V AND IT) (S)	LS	1	\$342,188.00	\$342,188.00
18	DIVISION 28 - SAFETY AND SECURITY (S)	LS	1	\$22,398.00	\$22,398.00
19	LEAD AND ASBESTOS ABATEMENT (S)	LS	1	\$3,982.00	\$3,982.00
					\$6,501,888.00
20	SAW CUT AND REMOVE 4" THICK PCC PAVING, INCLUDING 12" THICK BASE MATERIAL	SF	1655	\$30.70	\$50,808.50
21	SAW CUT AND REMOVE 4" THICK ASPHALT CONCRETE PAVING, INCLUDING 12" THICK BASE MATERIAL.	SF	1680	\$26.59	\$44,671.20
22	RAISE AND DISPOSE OF INTERFERRING 6' HIGH VINYL FENCING AND POST FOOTING	LF	16	\$373.30	\$5,972.80
23	REMOVE AND DISPOSE OF 4 INCH PVC DRAIN PIPE AND CLEAN-OUT	LF	77	\$14.31	\$1,101.87
24	REMOVE METAL GUARD RAILING	LF	46	\$12.44	\$572.24
25	CUT AND CAP 4 INCH PVC DRAIN PIPE	EA	1	\$62.22	\$62.22
26	REMOVE WATER FILTRATION SYSTEM, PRESSURE REGULATOR AND PVC PIPING. SALVAGE PER OWNER'S DIRECTION.	LS	1	\$3,110.80	\$3,110.80
27	REMOVE METAL DOWN SPOUT AND 5" DIA. INLET RISER.	EA	1	\$93.32	\$93.32
28	ADJUST METAL RAIN GUTTER TO FLOW TO ADJUSTENT NORTHERLY DOWN SPOUT.	LS	1	\$186.65	\$186.65
29	UNCLASSIFIED EXCAVATION AND EXPORT	CY	91	\$143.10	\$13,022.10
30	CONSTRUCT 6" CONCRETE PAVING OVER 12" CLASS II AGGREGATE BASE	SF	1325	\$59.73	\$79,142.25
31	CONSTRUCT 4" ASPHALT CONCRETE PAVING OVER 12" CLASS II AGGREGATE BASE.	SF	300	\$62.42	\$18,726.00
32	CONSTRUCT NEW 6' HIGH VINYL FENCE PANEL AND POST FOOTING PER DETAIL 2 ON SHEET 3 OF 4.	LF	16	\$62.22	\$995.52
33	CONSTRUCT SERVICE 5" THICK CONCRETE PAD OVER 6" CLASS II AGGREGATE BASE.	SF	69	\$52.26	\$3,605.94
34	CONSTRUCT 24" THICK GENERATOR PAD PER STRUCTURAL PLANS.	SF	730	\$124.43	\$90,833.90
35	CONSTRUCT VARIABLE HIGH C.M.U. RETAINING WALL PER STRUCTURAL PLANS AND PROFILES ON SHEET 4 OF 5.	LS	1	\$77,770.00	\$77,770.00

Item No	Description	UOM	QTY	KYA Services LLC - Unit Price	KYA Services LLC - Line Total
36	CONSTRUCT 6' HIGH X 3' WIDE DOUBLE VINYL SWING GATE WITH LATCH PER DETAIL 3 ON SHEET 3 OF 4.	EA	2	\$1,866.48	\$3,732.96
37	CONSTRUCT 4' HIGH X 4" DIA. REMOVABLE CONCRETE FILLED BOLLARD PER DETAIL 4 ON SHEET 4 OF 4.	EA	9	\$995.46	\$8,959.14
38	CONSTRUCT 3" HIGH DENSITY POLYETHYLENE (HDPE) YELLOW GAS PIPE AND ALL REQUIRED FITTINGS.	LF	30	\$469.11	\$14,073.30
39	INSTALL DUCT BANK AND TRENCH BACKFILL PER DETAIL 5 ON SHEET 4 OF 4.	LF	230	\$311.08	\$71,548.40
					\$488,989.11
40	FURNISH, DELIVER, AND INSTALL ON THE PAD 1000 kW/1250 kVA, 60 Hz, 1200 AMPS, 277/480 VOLT, 3 PHASE NATURAL GAS FUEL STANDBY GENERATOR WITH FAN AND ATTENUATED SOUND ENCLOSURE (SOUND 80 dBA AT 23 FEET AWAY FROM THE GENERATOR), CATERPILLAR MODEL G3512 OR APPROVED EQUAL.	LS	1	\$1,555,400.00	\$1,555,400.00
41	FURNISH FIVE (5) YEARS OF WARRANTY SERVICE FOR THE GENERATOR FOR ITEM NO. 40 ABOVE (DETAILS OF COVERAGE ARE SPECIFIED IN THE SPECIFICATION)	LS	1	\$14,309.68	\$14,309.68
42	FURNISH, DELIVER AND INSTALL WALL MOUNTED AUTOMATIC TRANSFER SWITCH (ATS), 400A, 277/480V, 3 PHASE SCHNEIDER ELECTRIC ASCO SERIES 300 MODEL: J03ATSB30400NG0G OR APPROVED EQUAL	EA	1	\$37,254.94	\$37,254.94
43	FURNISH AND INSTALL 480V 1PHASE 60AS/50AF NEMA 3R WEATHERPROOF FUSE DISCONNECT SWITCH "E"	EA	1	\$2,629.25	\$2,629.25
44	FURNISH AND INSTALL 25KVA, 480V, 1 PHASE, 2 WIRE PRI. TO 120/208V, 3 WIRE SEC. NEMA 3R WEATHERPROOF DRY TRANSFORMER "T"	EA	1	\$9,295.07	\$9,295.07
45	FURNISH AND INSTALL 100 AMP MAIN (125 AMP BUS) 120/208V 1 PHASE, 3 WIRE SEC. 12-24 SPACE NEMA 3R ELECTRICAL PANEL "G1"	EA	1	\$2,960.24	\$2,960.24
46	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO GENERATOR	LF	70	\$73.63	\$5,154.10
47	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO GENERATOR.	LF	140	\$71.78	\$10,049.20
48	FURNISH AND INSTALL 3/0 GND. COPPER WIRE FROM ATS-1 TO GENERATOR.	LF	35	\$59.50	\$2,082.50
49	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO PAVILION BUILDING MAIN BREAKER ENCLOSURE "MS"	LF	460	\$76.84	\$35,346.40
50	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO PAVILION MAIN BREAKER "MS"	LF	920	\$16.10	\$14,812.00
51	FURNISH AND INSTALL 3/0 GND COPPER WIRE FROM ATS-1 TO PAVILION MAIN BREAKER "MS"	LF	230	\$28.45	\$6,543.50
52	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO PAVILION PANEL "HA"	LF	460	\$76.84	\$35,346.40
53	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO PAVILION HIGH VOLTAGE PANEL "HA".	LF	920	\$17.97	\$16,532.40
54	FURNISH AND INSTALL 3/0 GND FROM ATS-1 TO PAVILION HIGH VOLTAGE PANEL "HA".	LF	230	\$32.23	\$7,412.90
55	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM ATS-1 TO GENERATOR CONTROLLER	LF	35	\$55.32	\$1,936.20
56	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM ATS-1 TO GENERATOR CONTROLLER.	LF	70	\$11.56	\$809.20
57	FURNISH AND INSTALL #8 GND COPPER WIRE FROM ATS-1 TO GENERATOR CONTROLLER.	LF	35	\$23.11	\$808.85
58	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T)	LF	245	\$12.39	\$3,035.55

Item No	Description	UOM	QTY	KYA Services LLC - Unit Price	KYA Services LLC - Line Total
59	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T) THROUGH THE PULLBOX AND FUSE DISCONNECT SWITCH	LF	490	\$5.95	\$2,915.50
60	FURNISH AND INSTALL #8 GND COPPER WIRE FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T)	LF	245	\$3.81	\$933.45
61	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	10	\$109.00	\$1,090.00
62	FURNISH AND INSTALL #6 THWN COPPER WIRE FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	20	\$85.48	\$1,709.60
63	FURNISH AND INSTALL #8 GND COPPER WIRE FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	10	\$55.37	\$553.70
64	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	15	\$115.63	\$1,734.45
65	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	60	\$23.12	\$1,387.20
66	FURNISH AND INSTALL #8 GND COPPER WIRE FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	15	\$23.14	\$347.10
67	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT STUB OUT FROM GENERATOR CONTROLLER TO GRAND ARENA	LF	500	\$40.49	\$20,245.00
68	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUIT STUB OUT FROM STANDBY GENERATOR TO GRAND AREA	LF	1000	\$73.60	\$73,600.00
69	PERFORM A TEST RUN INCLUDING 6 HOURS OF LOAD BANK TO ENSURE GENERATOR, ATS, AND OTHER PARTS FUNCTION PROPERLY AFTER COMPLETION OF THE INSTALLATION AND ENERGIZE	LS	1	\$29,316.18	\$29,316.18
					\$1,895,550.56
70	FURNISH AND INSTALL 400 AMP 3 POLE BREAKER, 480/277V, 3PH, 4W, NEMA 3R MAIN BREAKER ENCLOSURE "MS"	EA	1	\$21,016.56	\$21,016.56
71	FURNISH AND INSTALL 480V, 3PH, 4 WIRE NEMA 3R ENCLOSURE E-MON D-MON METER OR APPROVED EQUAL	EA	1	\$7,577.91	\$7,577.91
72	FURNISH AND INSTALL 400 AMP, 480/277V, 3PH, 4 WIRE, NEMA 3R HIGH VOLTAGE PANEL "HA"	EA	1	\$11,721.49	\$11,721.49
73	FURNISH AND INSTALL 150 KVA, PRI:480V-3PH-3W, SEC: 120/208V,3PH,4W, DRY TRANSFORMER "T1"	EA	1	\$21,315.20	\$21,315.20
74	FURNISH AND INSTALL 120/208V, 3PH,4W, 400AF/400FS, NEMA 3R DISCONNECT SWITCH	EA	1	\$9,295.07	\$9,295.07
75	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT MIN 30" DEEP FROM EXISTING PULL BOX (PB-28) TO "MS"	LF	120	\$73.63	\$8,835.60
76	FURNISH AND INSTALL 500 KCMIL COPPER WIRES FROM SWITCHBOARD "DP-A" TO NEW "MS"	LF	3000	\$27.01	\$81,030.00
77	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "MS" TO "HA"	LF	20	\$73.66	\$1,473.20
78	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM "MS" TO "HA"	LF	80	\$33.45	\$2,676.00
79	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "HA" TO "T1"	LF	20	\$73.66	\$1,473.20
80	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM "HA" TO HIGH SIDE OF "T1"	LF	60	\$13.75	\$825.00
81	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "T1" TO 120/208V DISCONNECT SWITCH	LF	15	\$95.07	\$1,426.05

Item No	Description	UOM	QTY	KYA Services LLC - Unit Price	KYA Services LLC - Line Total
82	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM LOW SIDE OF "T1" TO 120/208V DISCONNECT SWITCH	LF	60	\$67.79	\$4,067.40
83	FURNISH AND INSTALL 4 INCH EMT CONDUIT FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	60	\$126.33	\$7,579.80
84	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	180	\$61.13	\$11,003.40
85	FURNISH AND INSTALL #8 GND COPPER WIRE FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	60	\$5.45	\$327.00
86	FURNISH AND INSTALL 1 1/4" EMT CONDUIT FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	70	\$404.48	\$28,313.60
87	FURNISH AND INSTALL #1 THHN COPPER WIRE FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	420	\$7.21	\$3,028.20
88	FURNISH AND INSTALL #8 GND COPPER WIRE FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	70	\$3.81	\$266.70
89	REMOVE EXISTING 4/0 FROM DP-A TO EXISTING PANEL "AA" (INSIDE PAVILION BUILDING ELECTRICAL ROOM)	LF	2500	\$2.74	\$6,850.00
90	REMOVE CONNECTION BETWEEN EXISTING PANEL "AA" AND EXISTING PANEL "A" INCLUDING CONDUITS, WIRES, DISCONNECT SWITCH AND STEP-DOWN TRANSFORMER AND DISPOSAL AS ELECTRICAL WASTE	LS	1	\$4,263.04	\$4,263.04
91	TEST PER SPECIFICATION ALL EQUIPMENT AFTER COMPLETION THE INSTALLATION OF MAIN BREAKER SERVICE, TRANSFORMER, DISCONNECT SWITCH AND OTHERS TO ELECTRICAL ROOM AND ENERGIZE	LS	1	\$16,872.98	\$16,872.98
					\$251,237.40
					\$9,193,641.07



Armstrong Cal Builders, Inc.

8031 Main Street
Stanton, CA 90680
Phone: (562) 304-8899
Email: info@armstrongcalbuilders.com

Date: May 15, 2025

To:

City of Industry – Public Works & Engineering
Attn: Joshua Nelson, Project Manager
15625 E. Stafford Street
City of Industry, CA 91744
Email: jnelson@cityofindustry.org

Subject: Formal Bid Protest – EXPO-2139 Pavilion Building Upgrades

Bid Opening: May 15, 2025

Protested Bidder: Future Contractors & Engineers, Inc. (FEC)

Protest Submitted by: Armstrong Cal Builders, Inc.

Dear Mr. Nelson,

Armstrong Cal Builders, Inc. respectfully submits this formal protest regarding the bid submitted by **Future Contractors & Engineers, Inc. (FEC)** for the EXPO-2139 Pavilion Building Upgrades project. Upon review of the submitted bid and relevant specifications, we believe FEC's bid is **non-responsive** due to the failure to list a qualified subcontractor for the **fire alarm scope**, which is a **clearly defined, separately priced, and specialized trade** under California law. Furthermore, this project was bid as a **line item contract**, and the **fire alarm scope was specifically identified as a separate bid item**, reinforcing its treatment as an independent and accountable portion of the work that requires proper subcontractor disclosure at the time of bid.



1. Failure to List a Qualified Fire Alarm Subcontractor

FEC listed only **Soni Electric Inc.**, a C-10 licensed electrical subcontractor. However, no subcontractor was listed specifically for the **fire alarm system**, which constitutes a **design-build scope** requiring highly specialized design, submittals, permitting, and installation coordination. As shown below, this omission violates both the **contract specifications** and **California Public Contract Code §4104**.

2. Contract Document Requirements (Included as Exhibits)

Exhibit A – General Electrical Note #35

“Contractor shall engage the services of a state licensed fire alarm manufacturer/installer to prepare all design drawings and calculations required for system approval by the authority having jurisdiction. Submit all plans and provide all permits required for a complete and operable approved life safety system.”

— General Electrical Note #35

This clearly requires a **licensed fire alarm contractor**, not a general electrical contractor.

Exhibit B – UL Certification Requirement

“Fire alarm shall be monitored by a U.L. certificated central station monitoring company.”

— General Electrical Note #36

This requirement further limits acceptable providers to those who meet specific national certification standards.

Exhibit C – NFPA 72 / UFC 1007 Compliance

Fire alarm system must comply with:

- **NFPA 72** – National Fire Alarm and Signaling Code
- **UFC 1007** – Unified Facilities Criteria for Life Safety Systems
— Referenced in Electrical Specification and Submittal Requirements

These codes require design review and AHJ coordination — again, beyond the capacity of a generic C-10 installer.



Exhibit D – Deferred Permit Requirements

“Provide complete deferred submittal and permitting services, shop drawings, calculations, and coordination for approval by local fire authority.”

— Specification Section 01 01 00 – General Requirements

No such documentation or subcontractor was included by FEC for this specialized submittal.

3. Legal Violation: PCC §4104

Under **California Public Contract Code §4104**:

- Any subcontractor performing **more than ½ of 1% of the total bid** or **over \$10,000** in electrical, mechanical, or plumbing work must be listed at time of bid.
- FEC’s total bid was **\$5,631,100.25**, so the threshold is ~\$28,155.50.
- The fire alarm scope is clearly a separately measured line item with substantial design, permitting, and labor costs.

FEC’s failure to list a dedicated, qualified subcontractor for fire alarm work violates this legal requirement and renders their bid **non-responsive**.

4. Competitive Disadvantage

By failing to list a qualified fire alarm subcontractor:

- FEC concealed a major scope of work from public and agency review.
- FEC potentially avoided higher bid pricing associated with qualified vendors.
- The omission undermines bid fairness, accountability, and transparency as protected by the **Subletting and Subcontracting Fair Practices Act** (PCC §4100–4114).

This is not a minor or clerical oversight — it is a **material omission** that should disqualify the bid.

5. Failure to List a Qualified Fire Sprinkler Subcontractor

In addition to the omission of a fire alarm subcontractor, FEC's bid is also **non-responsive** due to failure to list a **licensed fire sprinkler subcontractor** for the required fire protection scope of work.

Exhibit E – Fire Sprinkler Design and Permitting

“Contractor to submit architects and design-build drawings for permit to building department as part of scope of work, including **fire sprinkler retrofit as needed.**”

— General Notes, Design-Build Language

“Contractor to provide design/build shop drawings for all fire sprinkler locations... submit to architect for approval prior to permitting, fabrication & installation.”

— Reflected Ceiling Plan Notes

“Complete plans and specifications for all fire extinguishing systems, including **automatic sprinkler and standpipe systems**, shall be submitted to the City... prior to installation.”

— CFC 901.2 Requirement, Fire Notes

These references make clear that:

- This is a **design-build fire sprinkler package**
- It requires plan check and **AHJ permit submittals**
- **NFPA 13** compliance and a **UL-listed monitoring system** are required
- It must be installed by a **qualified specialty subcontractor**, not the general contractor or an unqualified sub

Under **PCC §4104**, fire sprinkler work must also be listed if it exceeds:

- **½ of 1% of the total bid** (~\$28,155), and/or
- **\$10,000**, which it certainly does

FEC's failure to list a subcontractor for fire sprinklers is a **separate and independent violation** of California law and further justifies rejection of their bid.

6. Relevant Precedent Cases

Several prior cases support Armstrong's position and highlight the legal consequences when subcontractors for specialized trades are not properly listed:

Case 1: R.J. Land & Associates Construction Co. v. Kiewit-Shea

- **Citation:** 69 Cal.App.4th 416 (1999)
- **Summary:** Kiewit-Shea listed R.J. Land & Associates as a subcontractor but failed to use them or follow substitution procedures. The court ruled that this violated the Subletting and Subcontracting Fair Practices Act, awarding damages to the listed subcontractor.
- **Relevance:** Supports Armstrong's argument that failure to list or properly designate a subcontractor is a material violation of public contracting law.

Case 2: MWC Group, Inc. – Caltrans Project 09-379504

- **Summary:** In this case, MWC Group, Inc. protested that the apparent low bidder failed to list a C-16 licensed subcontractor for fire protection work and did not possess the necessary license to perform the work themselves.
- **Outcome:** The protest highlighted that the omission violated the listing requirements under Public Contract Code §4104, rendering their bid non-responsive.
- **Relevance:** This case directly parallels the current situation, where FEC failed to list a qualified subcontractor for fire alarm and fire sprinkler systems.

Case 3: DeSilva Gates Construction, LP v. Department of Transportation (2015)

- **Citation:** 242 Cal.App.4th 1409
- **Summary:** The court held that a bidder's failure to list a subcontractor for work exceeding the statutory threshold constituted a material deviation from the bid requirements, rendering the bid non-responsive.
- **Relevance:** Underscores the importance of strict adherence to subcontractor listing requirements for MEP scopes.



Case 4: Bay Cities Paving & Grading, Inc. v. City of San Leandro (2014)

- **Citation:** 223 Cal.App.4th 1181
- **Summary:** The court emphasized that a responsive bid must conform to the public agency's specifications, and any material deviations—including failure to list required subcontractors—cannot be waived.
- **Relevance:** Confirms that listing subcontractors for specialized trades is a critical component of a responsive bid.

These cases illustrate that Armstrong's protest is grounded in both contractual obligation and legal precedent.

Requested Action

We respectfully request that the City of Industry:

1. **Reject FEC's bid as non-responsive**, and
2. **Award the contract to Armstrong Cal Builders, Inc.**, the next lowest responsive and responsible bidder.

We are prepared to meet or provide additional documents, including CSLB license checks and relevant bid forms, upon request.

Sincerely,

Shawn Salah

Principal / Project Executive

Armstrong Cal Builders, Inc.



Exhibit Summary Table

Exhibit Description	Source File	Page / Sheet
A General Electrical Note #35 – Licensed Fire Alarm Installer Required	EXPO-2139 Final Plans PB	Sheet GP-05, Note 35
B UL Certification – Fire Alarm Monitoring	EXPO-2139 Final Plans PB	Sheet E-0.1
C NFPA 72 & UFC 1007 Fire Alarm Compliance	EXPO-2139 Final Plans PB	Sheet E-0.1
D Deferred Submittals for Fire Alarm & Fire Sprinklers – Design-Build Scope	EXPO-2139 Specifications (01 01 00)	Page F-7
E Fire Sprinkler Design, Retrofit, and Permitting Requirements	EXPO-2139 Final Plans PB	Sheets SD-1, A-6.0, Fire Notes

GENERAL NOTES

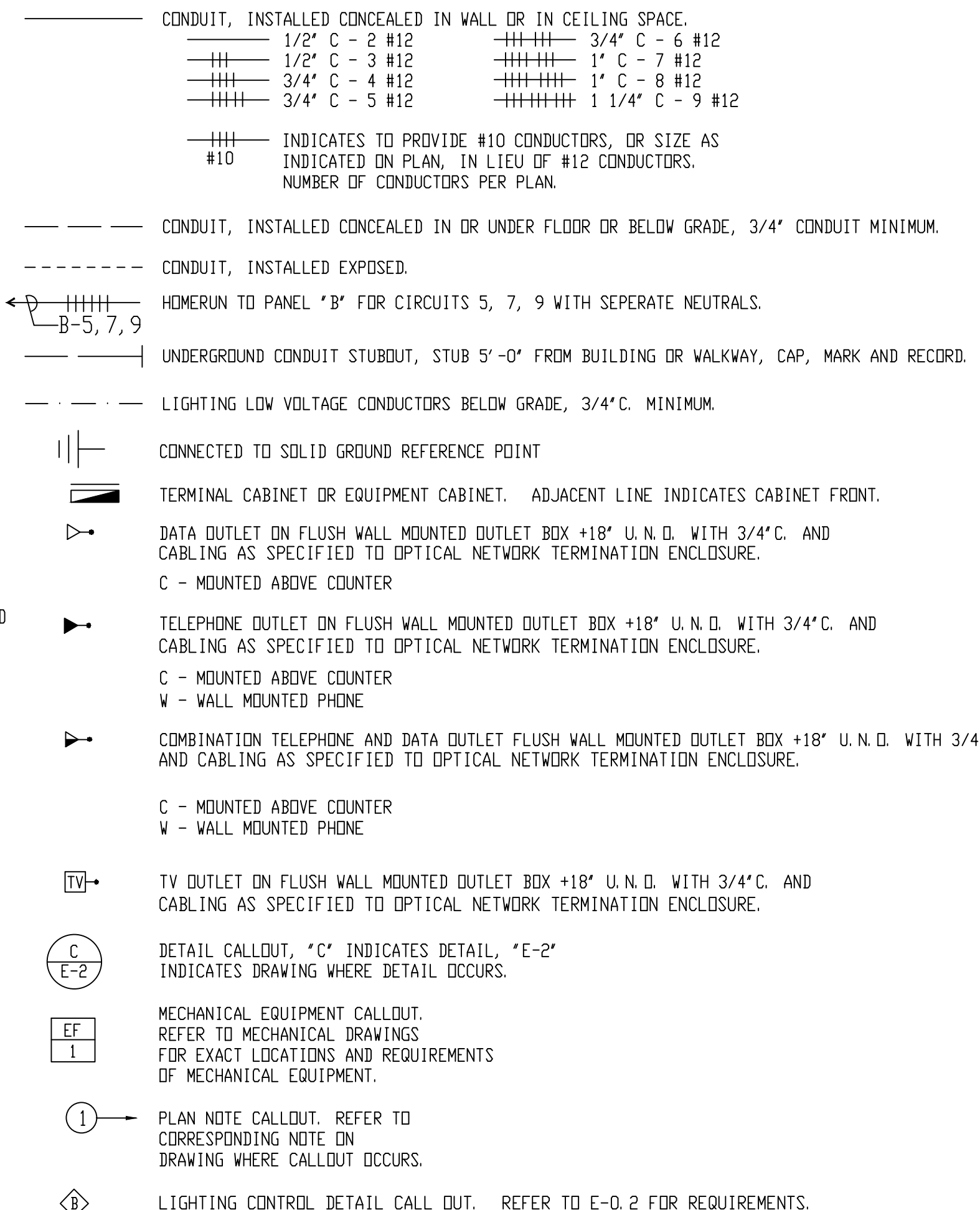
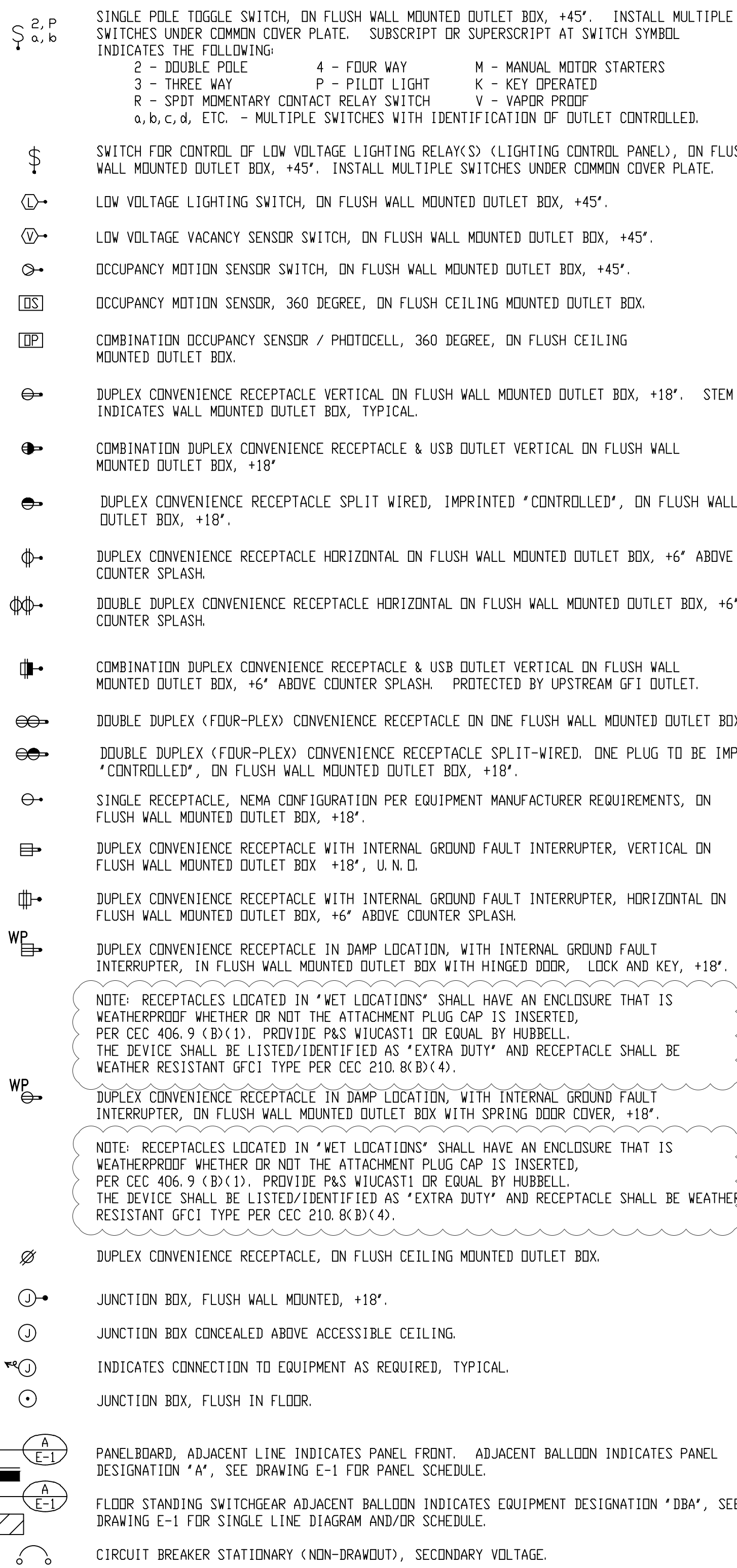
ABBREVIATIONS

SYMBOL LIST

- THESE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO COVER A COMPLETE INSTALLATION OF SYSTEMS. THE OMISSION OR EXPRESSED REFERENCE TO ANY ITEM OF LABOR OR MATERIALS REQUIRED FOR THE PROPER EXECUTION OF THE WORK IN ACCORDANCE WITH PRESENT PRACTICE OF THE TRADE SHALL NOT RELIEVE THE CONTRACTOR FROM PROVIDING SUCH ADDITIONAL LABOR AND MATERIALS.
- THIS PROJECT IS A REMODEL OF AN EXISTING BUILDING. REFER TO THE ARCHITECTURAL DRAWINGS FOR NOTES AND OTHER ELECTRICAL REQUIREMENTS NOT SHOWN ON THE ELECTRICAL DRAWINGS AND TO DETERMINE EXISTING CONSTRUCTION TO REMAIN AS WELL AS NEW CONSTRUCTION. IF THERE ARE OMISSIONS OR CONFLICTS BETWEEN THE ELECTRICAL DOCUMENTS AND THE DOCUMENTS OF OTHER TRADES, CLARIFY THESE POINTS WITH THE ARCHITECT BEFORE SUBMITTING A BID. NO EXTRA PAYMENT WILL BE ALLOWED FOR FAILURE TO OBTAIN THIS INFORMATION.
- THESE PLANS, SPECIFICATIONS, AND ALL MATERIALS SHALL BE IN FULL ACCORDANCE WITH ALL LEGAL AND INDUSTRY REQUIREMENTS, AND STANDARDS INCLUDING WITHOUT LIMITATION TO THE FOLLOWING:
 - CALIFORNIA CODE OF REGULATIONS TITLE 24, PARTS 1 AND 2 (CALIFORNIA BUILDING CODE), 2019 EDITION.
 - CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 3 (CALIFORNIA ELECTRICAL CODE), 2019 EDITION.
 - CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 6 (CALIFORNIA ENERGY CODE), 2019 EDITION.
 - CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 9 (CALIFORNIA FIRE CODE), 2019 EDITION.
 - OTHER REGULATING AGENCIES WHICH MAY HAVE AUTHORITY OVER ANY PORTION OF THE WORK, INCLUDING THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY, AND THOSE CODES AND STANDARDS LISTED IN THESE NOTES AND SPECIFICATIONS.
 - THE ELECTRICAL SYSTEMS FUNCTIONALITY STANDARDS SET FORTH IN TITLE 7 OF THE CALIFORNIA CIVIL CODE (THE "RIGHT TO REPAIR ACT").
 - THE MANUFACTURER'S REQUIREMENTS OR RECOMMENDATIONS FOR ANY INCORPORATED PRODUCTS.
 - THE MOST CURRENT APPROVED ISSUES OF ANY NOTED SPECIFICATIONS, CODES AND STANDARDS, INCLUDING SUPPLEMENTS, UNLESS NOTED OTHERWISE.
- THE PLANS REPRESENT ONLY THE FINISHED ELECTRICAL, FIRE ALARM, AND LOW VOLTAGE SYSTEMS, AND THEY ARE NOT INTENDED TO INDICATE OR REQUIRE ANY CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES.
- IN USING THE PLANS FOR BIDDING OR CONSTRUCTION PURPOSES, THE CONTRACTOR IS REQUIRED TO REVIEW ALL OF THE PROJECT'S CONSTRUCTION DOCUMENTS AS A WHOLE IN ORDER TO IDENTIFY ALL REQUIREMENTS THAT DIRECTLY OR INDIRECTLY AFFECT ITS PORTION OF THE ELECTRICAL WORK, EVEN REQUIREMENTS LOCATED IN SECTIONS DESIGNATED AS APPLICABLE TO OTHER TRADES. IN CASE OF CONFLICTS, THE CONTRACTOR SHALL EITHER OBTAIN DIRECTION FROM AN APPROPRIATE OWNER REPRESENTATIVE OR OTHERWISE APPLY THE MORE STRINGENT REQUIREMENT.
- IN INTERPRETING THE PLANS, THE FOLLOWING GENERAL RULES APPLY:
 - WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DRAWINGS.
 - SCALED DIMENSIONS AND GRAPHICALLY SHOWN LOCATIONS ARE TO BE CONSIDERED ONLY APPROXIMATE. FIELD VERIFY DIMENSIONS PRIOR TO BID.
 - BECAUSE THE PLANS ARE INTENDED TO SET FORTH THE REQUIREMENTS FOR CONSTRUCTION IN ONLY AN INDUSTRY-STANDARD LEVEL OF QUALITY AND DETAIL, AND THEREFORE ARE INTENDED TO BE SUPPLEMENTED BY APPROPRIATE REQUESTS FOR CLARIFICATION AND INFORMATION, ERRORS AND OMISSIONS ARE TO BE EXPECTED AND ANTICIPATED; AND THE CONTRACTOR IS REQUIRED TO CAREFULLY REVIEW THE PLANS FOR ERRORS AND OMISSIONS AND TO BRING THESE ERRORS AND OMISSIONS TO THE ATTENTION OF AN APPROPRIATE OWNER REPRESENTATIVE IN A TIMELY MANNER AN ASSUMES THE RISK OF THE CONSEQUENCES OF FAILING TO DO SO BEFORE BIDDING OR OTHERWISE PROCEEDING.
 - THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES OR INCONSISTENCIES.
- SUBMITTALS WILL BE REVIEWED BY THE ELECTRICAL ENGINEER. IF AT ALL, ONLY PURSUANT TO THE INDUSTRY-STANDARD PROTOCOL SET FORTH IN AIA DOCUMENT A201, AND IN NO EVENT WILL THE SUBMITTAL REVIEW PROCESS RELIEVE OR LESSEN THE SUBMITTING CONTRACTOR'S RESPONSIBILITY FOR AN INAPPROPRIATE SUBMITTAL.
- IN NO EVENT WILL ANY SITE VISITS BY THE ELECTRICAL ENGINEER CONCERN CONSTRUCTION MEANS AND METHODS OR CONSTRUCTION SAFETY, AND ALL SUCH MATTERS SHALL REMAIN THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- COPIES OF THE PLANS PROVIDED IN ANY ELECTRONIC FORM ARE SUBJECT TO THE SAME PROVISIONS AS THE OTHER INSTRUMENTS OF SERVICE PREPARED BY OR ON BEHALF OF ELECTRICAL ENGINEER FOR THE PROJECT, INCLUDING WITHOUT LIMITATION THE ENGINEER'S COMMON LAW, STATUTORY OR OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS. A RECIPIENT IS GRANTED AT MOST A TRANSFERABLE NONEXCLUSIVE LICENSE TO REUSE THE PLANS SOLELY FOR PROJECT PURPOSES, AND NO RECIPIENT IS AUTHORIZED TO USE OR TO ALLOW THE USE OF ALL OR ANY PORTION OF THESE PLANS FOR ANY OTHER PURPOSE, AND ANY USE FOR ANY OTHER PURPOSE WOULD CONSTITUTE ACTIONABLE PLAGIARISM. ELECTRICAL ENGINEER PROVIDES DOCUMENTS IN AN ELECTRONIC FORM ONLY IN ITS STANDARD FORMATS AND CONVENTIONS AND WITH NO GUARANTEE OF COMPATIBILITY WITH ANY RECIPIENT'S SOFTWARE OR HARDWARE, AND ANY USE WITH OR CONVERSION TO OTHER FORMATS OR CONVENTIONS, OR THE USE WITH ANY PARTICULAR SOFTWARE OR HARDWARE, IS AT THE RECIPIENT'S SOLE RISK.
- ELECTRICAL PLANS DO NOT SHOW ELECTRICAL REQUIREMENTS FOR MECHANICAL AND PLUMBING EQUIPMENT CONTROL. REFER TO MECHANICAL AND PLUMBING PLANS AND SPECIFICATIONS. WHERE EQUIPMENT IS INDICATED TO BE BY ELECTRICAL CONTRACTOR PROVIDE ALL CONDUIT, WIRE, J-BOX, OUTLET BOXES, RELAY SWITCHES, TIME SWITCHES, CONTROL CIRCUITS, ETC. REQUIRED FOR A COMPLETE AND OPERABLE MECHANICAL AND PLUMBING INSTALLATION. ALL WIRE SHALL BE INSTALLED IN CODE SIZED CONDUIT.
- REFER TO THE DRAWINGS AND SHOP DRAWINGS OF OTHER TRADES FOR ADDITIONAL DETAILS WHICH AFFECT THE PROPER INSTALLATION OF THIS WORK.
- BEFORE SUBMITTING A BID, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH ALL FEATURES OF THE EXISTING BUILDING, AND ALL BUILDING DRAWINGS WHICH MAY AFFECT THE EXECUTION OF THE WORK. NO EXTRA PAYMENT WILL BE ALLOWED FOR FAILURE TO OBTAIN THIS INFORMATION.
- PROTECT ALL WORK, MATERIALS AND EQUIPMENT FROM DAMAGE FROM ANY CAUSE WHATSOEVER AND PROVIDE ADEQUATE AND PROPER STORAGE FACILITIES DURING THE PROGRESS OF THE WORK. PROVIDE FOR THE SAFETY AND GOOD CONDITION OF ALL THE WORK UNTIL FINAL ACCEPTANCE OF THE WORK BY THE OWNER AND REPAIR ALL DAMAGED OR DEFECTIVE WORK, MATERIALS AND EQUIPMENT BEFORE REQUESTING FINAL ACCEPTANCE.
- THE DRAWINGS INDICATE IN A DIAGRAMMATIC MANNER, THE DESIRED LOCATIONS OF ARRANGEMENT OF THE COMPONENTS OF ELECTRICAL WORK. DETERMINE EXACT CONDUIT ROUTING, CONDUIT BENDS, AUXILIARY JUNCTION BOXES, SUPPORTS, AND UNFINISHED CONSTRUCTION DETAILS AS A JOB CONDITION TO BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODE REQUIREMENTS. PROPER JUDGEMENT MUST BE EXERCISED IN EXECUTING THE WORK SO AS TO SECURE THE BEST POSSIBLE INSTALLATION IN THE AVAILABLE SPACE, AND TO OVERCOME LOCAL DIFFICULTIES DUE TO SPACE LIMITATIONS OR INTERFERENCE OF CONDITIONS ENCOUNTERED.
- IN THE EVENT CHANGES IN THE INDICATED LOCATIONS OR ARRANGEMENTS ARE NECESSARY, DUE TO DEVELOPED CONDITIONS IN THE BUILDING CONSTRUCTION OR REARRANGEMENT OF EQUIPMENT, SUCH CHANGES SHALL BE MADE WITHOUT COST PROVIDING THE CHANGE IS ORDERED BEFORE THE CONDUIT RUNS, ETC., AND WORK DIRECTLY CONNECTED TO SAME IS INSTALLED AND NO EXTRA MATERIALS ARE REQUIRED.
- THE DRAWINGS INDICATE APPROXIMATE LOCATIONS OF EXISTING CONDUITS. THE EXACT ROUTING SHALL BE VERIFIED IN FIELD AND LENGTH OF CONDUCTORS SHALL BE ADJUSTED TO THE LENGTH REQUIRED.
- PERFORM CUTTING AND PATCHING ON THE CONSTRUCTION WORK WHICH MAY BE REQUIRED FOR THE PROPER INSTALLATION AND/OR DEMOLITION OF THE ELECTRICAL WORK. PATCHING SHALL BE OF THE SAME MATERIAL, WORKMANSHIP AND FINISH AS SPECIFIED AND ACCURATELY MATCH SURROUNDING WORK TO SATISFACTION OF THE ARCHITECT.
- LOCATIONS OF DISCONNECT SWITCHES AND CONNECTIONS FOR MECHANICAL AND PLUMBING EQUIPMENT ARE SHOWN DIAGRAMMATICALLY. VERIFY ACTUAL CONNECTION LOCATIONS WITH EQUIPMENT SHOP DRAWINGS AND LOCATE DISCONNECT SWITCHES TO PROVIDE CODE REQUIRED CLEARANCES AND ACCESS. DISCONNECT SWITCHES ON ROOF SHALL BE 30" MINIMUM ABOVE ROOF. MOUNTING OF DISCONNECTS DIRECTLY ON MECHANICAL EQUIPMENT IS NOT ACCEPTABLE. PROVIDE ANGLE IRON SUPPORT BRACKETS BOLTED TO ROOF FRAMING. FIELD GALVANIZE ALL FIELD CUT ENDS OF UP PORTS. PROVIDE ROOF FLASHING AS REQUIRED.
- PROVIDE ALL EQUIPMENT WITH ENCLOSURES LISTED OR LABELED FOR USE AND LOCATION WHERE SUCH EQUIPMENT IS INSTALLED.
- PROVIDE UL LISTED FIRE STOP FOR ALL PENETRATIONS THROUGH FIRE RATED FLOORS, WALLS AND CEILINGS TO MAINTAIN ALL FIRE RATINGS. THE FIRE STOP MATERIALS SHALL BE RE-ENTERABLE AND REUSABLE.
- PROVIDE COORDINATED SHOP DRAWINGS, INDICATING DIMENSIONED LOCATIONS AND SIZES OF ALL CORE DRILLS FOR REVIEW AND APPROVAL. ALL CORE DRILL LOCATIONS SHALL BE VERIFIED AND APPROVED WITH OWNERS REPRESENTATIVE, STRUCTURAL AND ARCHITECT PRIOR TO CORE DRILL. UTILIZE X-RAY EQUIPMENT TO LOCATE AND VERIFY EXISTING STRUCTURAL ELEMENTS WITHIN SLAB.
- WHERE EXISTING CIRCUITS ARE SHOWN ON PLANS, THE INFORMATION WAS OBTAINED FROM RECORD DRAWINGS. WHERE NEW CIRCUITS ARE SHOWN IN EXISTING PANELBOARD(S), THE CONTRACTOR SHALL VERIFY THAT THE INDICATED CIRCUITS ARE AVAILABLE IN THE EXISTING PANELBOARD(S). THE CONTRACTOR SHALL RELOCATE SUCH CIRCUITS TO AN AVAILABLE "AS BUILT" PLANS. IF NO CIRCUIT SPACE IS AVAILABLE IN THE EXISTING PANELBOARD(S), THE CONTRACTOR SHALL REPORT THE DISCREPANCY TO THE ARCHITECT.
- GROUNDING SHALL BE EXECUTED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS, BOTH OF THE STATE OF CALIFORNIA AND LOCAL AUTHORITIES HAVING JURISDICTION.
- PROVIDE GROUND WIRE IN EACH CONDUIT CONTAINING CIRCUITS FEEDING RECEPTACLES. THE CONDUIT SHALL NOT BE PERMITTED TO SERVE AS THE ONLY ELECTRICAL GROUND RETURN PATH.
- PANELBOARDS ARE EXISTING UNLESS NOTED OTHERWISE. NEW CIRCUIT BREAKERS SHALL BE THE SAME TYPE AND INTERRUPTING RATING AS EXISTING BREAKERS IN PANEL.
- WHERE CIRCUIT CHANGES OR ADDITIONS OCCUR IN PANELBOARDS UPDATE PANEL DIRECTORY CARDS WITH NEW TYPEWRITTEN CARDS INDICATING DESCRIPTION OF ALL CIRCUITS.
- PROVIDE HANDLE TIES AT CIRCUIT BREAKERS TO SIMULTANEOUSLY DISCONNECT ALL UNGROUNDED CONDUCTORS OF MULTI-WIRE BRANCH CIRCUITS WITH A SHARED NEUTRAL.
- UNLESS NOTED OTHERWISE ALL 120 VOLT HOMERUNS OVER 100 FEET SHALL BE #10 AWG MINIMUM. ADJUST CONDUIT SIZE ACCORDINGLY.
- UNLESS NOTED OTHERWISE ALL 277 VOLT HOMERUNS OVER 200 FEET SHALL BE #10 AWG MINIMUM. OVER 300 FEET SHALL BE #8 AWG MINIMUM. ADJUST CONDUIT SIZE ACCORDINGLY.
- CONDUIT FOR TELEPHONE/DATA/AV CABLING SHALL COMPLY WITH THE FOLLOWING ADDITIONAL REQUIREMENTS:
 - INSIDE BEND RADIUS SHALL BE AT LEAST 10 TIMES ITS INTERNAL DIAMETER.
 - PROVIDE PULLBOXES WHENEVER CONDUIT LENGTH EXCEEDS 150 FEET AND WHEN COMBINED BENDS ARE GREATER THAN 180 DEGREES.
 - ALL CONDUIT SHALL BE PROVIDED WITH INSULATED BUSHINGS.
 - MAINTAIN A MINIMUM CLEARANCE OF 4 FEET FROM MOTORS AND TRANSFORMERS.
 - MAINTAIN A MINIMUM CLEARANCE OF 12 INCHES FROM POWER CIRCUITS.
 - MAINTAIN A MINIMUM CLEARANCE OF 12 INCHES FROM FLUORESCENT LIGHT FIXTURES.
- COORDINATE LOCATION OF ALL CARD READERS, DOOR CONTACTS, ELECTRIC LOCKS AND ASSOCIATED CONDUIT REQUIREMENTS WITH SECURITY/BUILDING ACCESS CONTROLS INSTALLER.
- COORDINATE MOUNTING HEIGHTS OF RECEPTACLES, SWITCHES, AV DEVICES, SECURITY DEVICES, ETC. MOUNTED ON COMMON WALLS SO THAT ALL OUTLETS ARE MOUNTED TO ALIGN HORIZONTALLY.
- ALL EXISTING ELECTRICAL WITHIN THE DEMOLITION AREAS OF THE BUILDING SHALL BE REMOVED UNLESS SPECIFICALLY INDICATED OTHERWISE ON THE ELECTRICAL DRAWINGS. REFER TO ARCHITECTURAL WALL DEMOLITION DRAWINGS INCLUDED IN THIS SET FOR DEMOLITION AREAS, AND EXISTING WALLS. THE SCOPE OF THE DEMOLITION WORK SHALL INCLUDE ALL LABOR, MATERIALS, SERVICES AND EQUIPMENT REQUIRED FOR THE REMOVAL OF ALL EXISTING ELECTRICAL NOT INDICATED AS BEING REUSED. THIS WORK INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING:
 - ALL EXISTING WIRE SHALL BE REMOVED FROM CONDUIT.
 - ALL EXISTING CONDUIT, THAT INTERFERES WITH ANY NEW CONSTRUCTION SHALL BE CUT BACK AS REQUIRED TO CLEAR NEW CONSTRUCTION.
 - REMOVE ALL EXPOSED CONDUIT, WIRE, OUTLETS, DISCONNECT SWITCHES AND ELECTRICAL MOUNTING HARDWARE FOR MECHANICAL EQUIPMENT BEING REMOVED. PROVIDE WEATHERPROOF CAPS ON ALL CONDUIT PENETRATING ROOF AND ABANDON CONDUIT. REPAIR ROOFING DAMAGED BY REMOVAL OF EXISTING ELECTRICAL.
 - EXCEPT WHERE EXPOSED CONDUITS ARE SHOWN ON PLANS, INSTALL ALL NEW CONDUITS CONCEALED IN WALLS, FURRED CEILING, OR UNDER FLOOR SPACE.
 - LIGHT FIXTURES AND ELECTRICAL DEVICES INDICATED TO BE REMOVED AND REINSTALLED SHALL BE REMOVED AND PROPERLY STORED TO PROTECT FROM DAMAGE UNTIL SUCH TIME THAT IT IS REINSTALLED. ALL FIXTURES TO BE REINSTALLED SHALL BE FULLY OPERABLE AND SHALL FIRST BE CLEANED, RELAMPED, DEFECTIVE BALLASTS REPLACED AND CRACKED OR BROKEN DIFFUSERS/LENSES REPLACED.
 - ALL REMOVED MATERIALS AND EQUIPMENT WHICH IN THE OPINION OF THE OWNER ARE SALVAGEABLE, SHALL REMAIN THE PROPERTY OF THE OWNER. DELIVER SUCH SALVAGED MATERIALS AND EQUIPMENT ON PREMISES AS DIRECTED, AND NEATLY PILE OR STORE THEM AND PROTECT FROM DAMAGE.
 - DO NOT REUSE SALVAGED MATERIALS AND EQUIPMENT, UNLESS SPECIFICALLY INDICATED ON PLANS OR SPECIFIED. REMOVE FROM PREMISES AND DISPOSE OF ALL MATERIALS CONSIDERED BY THE OWNER TO BE SCRAP.
- NOTIFY THE ARCHITECT IN WRITING WHEN INSTALLATION IS COMPLETE AND THAT A FINAL INSPECTION OF THIS WORK CAN BE PERFORMED. IN THE EVENT DEFECTS OR DEFICIENCIES ARE FOUND DURING THIS FINAL INSPECTION, THEY SHALL BE CORRECTED TO THE SATISFACTION OF THE ARCHITECT BEFORE FINAL ACCEPTANCE CAN BE ISSUED.
- ALL CONDUIT SHALL BE CONCEALED, NO EXPOSED CONDUIT. COORDINATE WITH ARCHITECT.

A.F.F.	ABOVE FINISH FLOOR
A.F.G.	ABOVE FINISH GRADE
AWG	AMERICAN WIRE GAUGE
AMP, A	AMPERE
A.I.C.	AMPERES INTERRUPTING CAPACITY (SYMMETRICAL)
AF/AT	AMP FRAME, AMP TRIP
CIRC./CKT.	CIRCUIT
CB	CIRCUIT BREAKER
C	CONDUIT
C.O.	CONDUIT ONLY.
CONN	CONNECTED
CLCB	CURRENT LIMITING CIRCUIT BREAKER
DIA	DIAMETER
EM	EMERGENCY POWER
EMT	ELECTRICAL METALLIC TUBING
EF	EXHAUST FAN
E	EXISTING EQUIPMENT TO BE REUSED
FT or ' "	FEET
FA	FIRE ALARM
FLA	FULL LOAD AMPS
GFI	GROUND FAULT INTERRUPTER.
GRD	GROUND
HOA	HAND-OFF-AUTO
HVAC	HEATING, VENTILATING AND AIR CONDITIONING
H.W.,D.L.L.	HEIGHT, WIDTH, DEPTH, LENGTH
HID	HIGH INTENSITY DISCHARGE
HP	HORSEPOWER
IN. or " "	INCHES
IG	ISOLATED GROUND
ILU	INDEPENDENT LIVING UNIT
J-BOX	JUNCTION BOX
KVA	KILOVOLT AMPERES
KW	KILOWATT
LCL	LONG CONTINUOUS LOAD
L.F.	LINEAR FEET
LTG, LIS	LIGHTING
M/M	METER/MAIN CIRCUIT BREAKER
MCB	MAIN CIRCUIT BREAKER
MLO	MAIN LOSS ONLY
MH	METAL HALIDE
MCM	THOUSAND CIRCULAR MILS
MTD	MOUNTED
NEC	NATIONAL ELECTRICAL CODE
NIC	NOT IN CONTRACT
OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED.
PH. or φ	PHASE
PROVIDE	FURNISH, INSTALL AND CONNECT.
REC. RECEPT	RECEPTACLE
RGS	RIGID GALVANIZED STEEL
TV	TELEVISION
TYP	TYPICAL
UNL.O.	UNLESS NOTED OTHERWISE
V	VOLTS
VA	VOLT AMPERES
WP	WEATHERPROOF
W	WIRE
+45°	MOUNTING HEIGHT TO CENTER LINE OF DEVICE FROM FINISH FLOOR OR EXTERIOR GRADE
1P	SINGLE POLE
2P	DOUBLE POLE
3P	TRIPLE POLE

(ALL SYMBOLS NOT NECESSARILY USED IN THESE DRAWINGS)
ALL SYMBOL DESCRIPTIONS ARE SUBJECT TO MODIFICATION AS NOTED IN THE DRAWINGS. VERIFY EXACT LOCATIONS AND HEIGHTS OF OUTLETS WITH ARCHITECTURAL INTERIOR ELEVATIONS PRIOR TO ROUGH-IN.



NOTE: RECEPTACLES LOCATED IN "MET LOCATIONS" SHALL HAVE AN ENCLOSURE THAT IS WEATHERPROOF WHETHER OR NOT THE ATTACHMENT PLUG CAP IS INSERTED. PER CEC 406.9 (B)(1). PROVIDE P&S W/UCASTI OR EQUAL BY HUBBELL. THE DEVICE SHALL BE LISTED/IDENTIFIED AS "EXTRA DUTY" AND RECEPTACLE SHALL BE WEATHER RESISTANT (FCI) TYPE PER CEC 210.8(B)(4).

NOTE: RECEPTACLES LOCATED IN "MET LOCATIONS" SHALL HAVE AN ENCLOSURE THAT IS WEATHERPROOF WHETHER OR NOT THE ATTACHMENT PLUG CAP IS INSERTED. PER CEC 406.9 (B)(1). PROVIDE P&S W/UCASTI OR EQUAL BY HUBBELL. THE DEVICE SHALL BE LISTED/IDENTIFIED AS "EXTRA DUTY" AND RECEPTACLE SHALL BE WEATHER RESISTANT (FCI) TYPE PER CEC 210.8(B)(4).

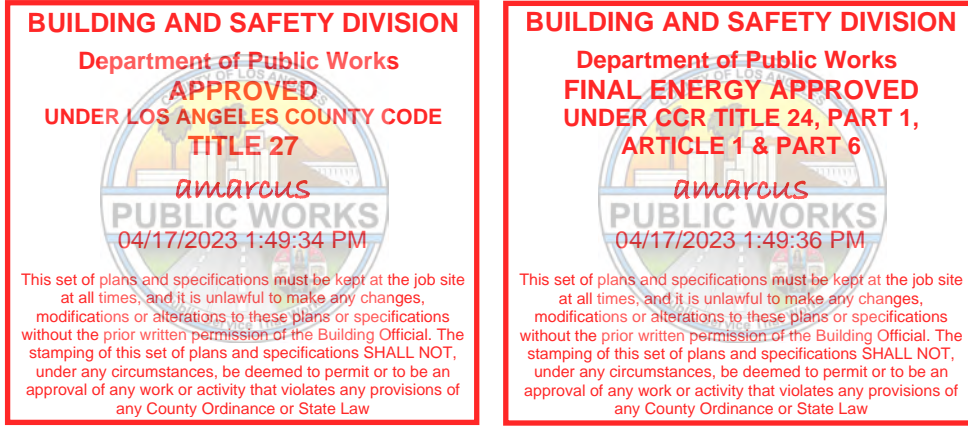
NOTE: REFER TO E-0.2 FOR LIGHTING SYMBOLS.

36. ALL ELECTRICAL WORK SHALL BE DESIGNED PER 2020 LOS ANGELES COUNTY ELECTRICAL CODE, 2019 CALIFORNIA ELECTRICAL CODE, 2017 NATIONAL ELECTRICAL CODE, AND 2019 BUILDING ENERGY EFFICIENCY STANDARDS.

37. THE MAXIMUM COMBINED VOLTAGE DROP ON BOTH INSTALLED FEEDER CONDUCTORS AND BRANCH CIRCUIT CONDUCTORS, TO THE FARTHEST CONNECTED LOAD OR OUTLET, SHALL NOT EXCEED 5%.

38. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED, LISTED, OR CERTIFIED BY A NATIONALLY RECOGNIZED TESTING LABORATORY ACCREDITED BY THE UNITED STATES OCCUPATIONAL SAFETY HEALTH ADMINISTRATION.

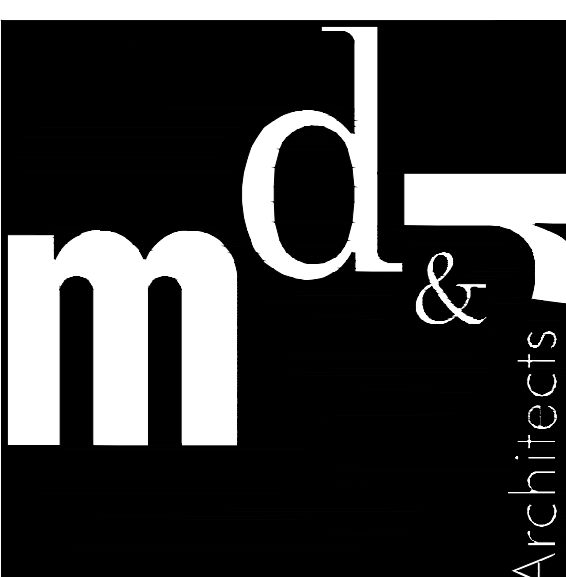
Exhibit B & C



SHEET INDEX	
E-0.1	SYMBOL LIST AND GENERAL NOTES
E-0.2	FIXTURE SCHEDULE
E-0.2A	LIGHTING CONTROLS & DETAILS
E-0.2B	LIGHTING CONTROLS & DETAILS
E-0.3	SINGLE LINE DIAGRAM & PANEL SCHEDULES
E-0.4	INDOOR TITLE-24
E-0.4A	INDOOR TITLE-24
E-0.5	OUTDOOR TITLE-24
E-0.6	SPECIFICATIONS
E-0.7	SPECIFICATIONS
E-1.0	POWER AND SIGNAL PLANS
E-1.1	ENLARGED ELECTRICAL PLANS
E-1.2	AV & TEL/DATA CONDUIT PLANS
E-1.3	PARTIAL SITE ELECTRICAL PLAN
E-1.4	OVERALL SITE ELECTRICAL PLAN
E-7.0	LIGHTING PLAN
E-7.0A	EGRESS PHOTOMETRIC PLAN

FIRE ALARM SYSTEM GENERAL NOTES

- THIS PROJECT INCLUDES EXTENSION OF THE EXISTING FIRE ALARM SYSTEM.
- INSTALLATION OF THE FIRE ALARM SYSTEM SHALL NOT BE STARTED UNTIL SHOP DRAWINGS ARE SUBMITTED AND APPROVED BY THE LOCAL AUTHORITIES HAVING JURISDICTION.
- PROVIDE ALL DRAWINGS, ENGINEERING CALCULATIONS, EQUIPMENT SPECIFICATIONS, ETC. AS NECESSARY TO OBTAIN APPROVAL.
- FIRE ALARM SHALL BE MONITORED BY A U.I. CERTIFICATED CENTRAL STATION MONITORING COMPANY.**
- THE FIRE ALARM SYSTEM SHALL BE INSTALLED IN COMPLIANCE WITH UFC 1007 AND NFPA 72.**
- PROVIDE AUDIO AND VISUAL DEVICES IN COMPLIANCE WITH NFPA 72G.
- PROVIDE WIRING INTEGRATION BETWEEN FIRE ALARM SYSTEM AND HVAC CONTROL SYSTEM WHERE REQUIRED.
- FIELD VERIFY EXISTING BUILDING FIRE ALARM SYSTEM AND PROVIDE ALL DEVICES AND EQUIPMENT TO MATCH EXISTING BUILDING STANDARD DEVICES AND EQUIPMENT.



Melzer Deckert & Ruder Architects, Inc.
9511 Irvine Center Drive
Irvine, CA 92618

949 / 474-8188 Voice
949 / 474-8189 Fax

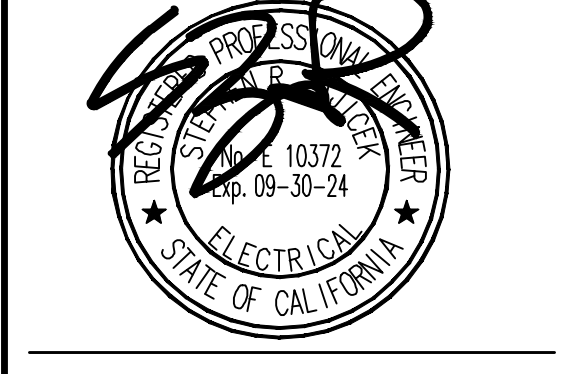
Revisions	
PLAN CHECK SET	06/30/22
2nd PLAN CHECK	03/07/23

Plan Check #:

Industry Hills Expo Center Pavilion
 16200 Temple Avenue
 City of Industry, CA 91744

Consultants

FBA Engineering
 Consulting Electrical Engineers
 150 Plazatino Avenue, Suite A120
 Costa Mesa, CA 92626
 (949) 832-2954 • (949) 832-4657 (fax)
 fbaengr.com
 FBA Job Number: 302-093



Issue Date: 08/20/20

MDR Ref. No.:

Scale: AS NOTED

Drawn By: SR

Title:

SYMBOL LIST, AND GENERAL NOTES

Sheet No.

E-0.1

GENERAL NOTES

ABBREVIATIONS

SYMBOL LIST

- 1. THESE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO COVER A COMPLETE INSTALLATION OF SYSTEMS...
2. THIS PROJECT IS A REMODEL OF AN EXISTING BUILDING...
3. THESE PLANS, SPECIFICATIONS, AND ALL MATERIALS SHALL BE IN FULL ACCORDANCE WITH ALL LEGAL AND INDUSTRY REQUIREMENTS...

Table with 2 columns: Abbreviation (e.g., A.F.F., A.F.G., AWG) and Description (e.g., ABOVE FINISH FLOOR, ABOVE FINISH GRADE, AMERICAN WIRE GAUGE).

Table with 2 columns: Symbol (e.g., CONDUIT, SWITCH, RECEPTACLE) and Description (e.g., CONDUIT, INSTALLED CONCEALED IN WALL OR IN CEILING SPACE).

NOTE: REFER TO E-0.2 FOR LIGHTING SYMBOLS.

36. ALL ELECTRICAL WORK SHALL BE DESIGNED PER 2020 LOS ANGELES COUNTY ELECTRICAL CODE, 2019 CALIFORNIA ELECTRICAL CODE, 2017 NATIONAL ELECTRICAL CODE, AND 2019 BUILDING ENERGY EFFICIENCY STANDARDS.

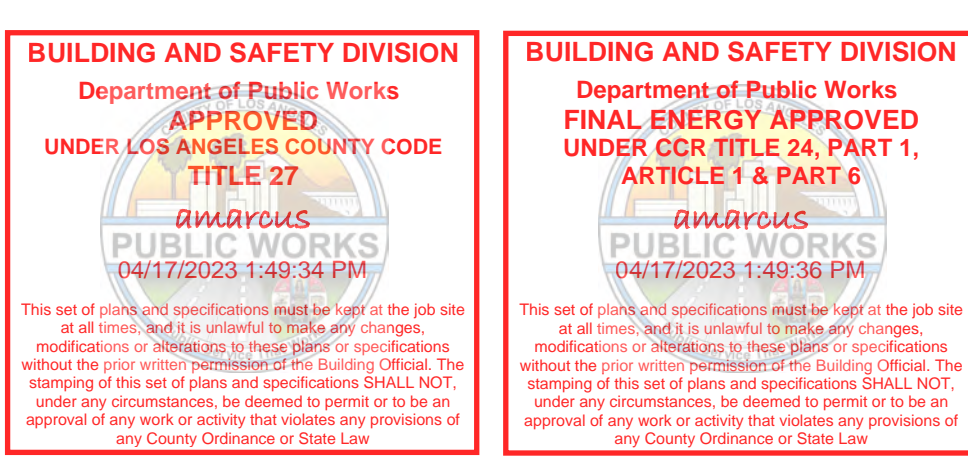


Exhibit B & C

SHEET INDEX

Table listing sheet numbers (E-0.1 to E-7.0A) and their corresponding titles (SYMBOL LIST AND GENERAL NOTES, FIXTURE SCHEDULE, LIGHTING CONTROLS & DETAILS, etc.).

FIRE ALARM SYSTEM GENERAL NOTES

- 1. THIS PROJECT INCLUDES EXTENSION OF THE EXISTING FIRE ALARM SYSTEM.
2. INSTALLATION OF THE FIRE ALARM SYSTEM SHALL NOT BE STARTED UNTIL SHOP DRAWINGS ARE SUBMITTED AND APPROVED BY THE LOCAL AUTHORITIES HAVING JURISDICTION.
3. PROVIDE ALL DRAWINGS, ENGINEERING CALCULATIONS, EQUIPMENT SPECIFICATIONS, ETC. AS NECESSARY TO OBTAIN APPROVAL.
4. FIRE ALARM SHALL BE MONITORED BY A U.I. CERTIFICATED CENTRAL STATION MONITORING COMPANY.
5. THE FIRE ALARM SYSTEM SHALL BE INSTALLED IN COMPLIANCE WITH UFC 1007 AND NFPA 72.
6. PROVIDE AUDIO AND VISUAL DEVICES IN COMPLIANCE WITH NFPA 72G.
7. PROVIDE WIRING INTEGRATION BETWEEN FIRE ALARM SYSTEM AND HVAC CONTROL SYSTEM WHERE REQUIRED.
8. FIELD VERIFY EXISTING BUILDING FIRE ALARM SYSTEM AND PROVIDE ALL DEVICES AND EQUIPMENT TO MATCH EXISTING BUILDING STANDARD DEVICES AND EQUIPMENT.



Melzer Deckert & Ruder Architects, Inc. 9511 Irvine Center Drive Irvine, CA 92618

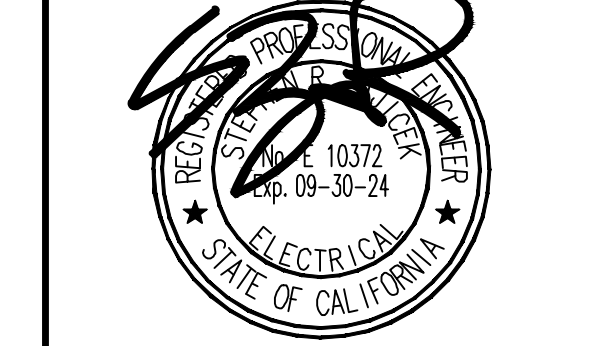
949 / 474-8188 Voice 949 / 474-8189 Fax

Table with 2 columns: Revisions (PLAN CHECK SET, 2nd PLAN CHECK) and Dates (06/30/22, 03/07/23).

Plan Check #: .

Industry Hills Expo Center Pavilion 16200 Temple Avenue City of Industry, CA 91744

Consultants: FBA Engineering Consulting Electrical Engineers 150 Placentino Avenue, Suite A120 Costa Mesa, CA 92626



Issue Date: 08/20/20

MDR Ref. No.:

Scale: AS NOTED

Drawn By: SR

Title: SYMBOL LIST, AND GENERAL NOTES

Sheet No.

E-0.1

SECTION 01 01 00

SUMMARY OF WORK / QUALITY ASSURANCE

PART 1 - GENERAL

1.01 DESCRIPTION.

Work of this contract shall generally include, but is not limited to, construction of the following:

Refer to Scope of Work summary on drawings.

SPECIFIC SCOPE ITEMS TO BE PROVIDED BY CONTRACTOR

- A. Refer to project limits and scope lines as indicated on site plans architectural, landscape, and engineering documents for clarification of those areas in this scope. Kitchen equipment shall be included in contractor's scope.

Conduit piping, rough-in boxes, and j-rings shall be provided as part of contractor's scope as required for audio-visual, security, data, phone, cable television, and beverage distribution system.

Contractor shall fully coordinate the work, and all appurtenant work necessary for the proper construction of the contemplated improvements. Workmanship shall be performed of a high standard within the construction industry, suitable for long-term facility occupancy and use.

Security system, audio-visual equipment, furniture, smallwares, point-of-sale system, data, and telephone system shall be provided under separate contract by the Owner's vendors. The Contractor shall coordinate all Owner's vendors for this project.

Contractor shall provide fire sprinkler, fire alarm, and other items as noted on drawings or specifications as deferred submittals, and / or provided on design-build basis. Such work shall be fully code compliant and subject to submittals to Owner and Architect for approval.

Contractor shall pay for waste and recycling fees, hauling of spoils and dump fees, business licenses, and other required fees as necessary for the performance of the work. See Owner's General Conditions for other fee related information.

- B. All work shall be in conformance with the Project Manual and Construction Documents prepared by Melzer, Deckert & Ruder Architects, Inc., 9511 Irvine Center Drive, Irvine, California 92618, and other consultants.
- C. Contractor shall conform to Owner's separate requirements as provided during bid period.

1.02 CODE COMPLIANCE.

Exhibit B & C

Revisions	
PLAN CHECK SET	08/18/22
ADDENDUM A	10/18/24

Plan Check #:

Industry Hills Expo Event Center Pavilion

16200 Temple Avenue
City of Industry, CA 91744



Issue Date: 08/20/20
MDR Ref. No.: #
Scale: 1/8" = 1'-0"
Drawn By: PAR
Title:

PROPOSED & DEMO REFLECTED CEILING PLAN

Sheet No.

A-7.0

Demo Reflected Ceiling Plan Keynotes:

- 1 DEMO AND REMOVE ALL LIGHT FIXTURES AT CEILING - SEE ELECTRICAL DRAWINGS
- 2 DEMO AND REMOVE EXISTING ENTRY CANOPY STRUCTURE
- 3 EXISTING FIRE SPRINKLER TO REMAIN
- 4 DEMO AND REMOVE EXISTING WOOD CANOPY STRUCTURE
- 5 REFER TO DEMO FLOOR PLAN FOR WALLS TO BE REMOVED - PATCH AND REPAIR EXISTING GYP. BD. CEILING AS REQUIRED.
- 6 DEMO AND REMOVE EXISTING PENDANT LIGHTING
- 7 DEMO AND REMOVE EXISTING FAN LIGHTING
- 8 DEMO AND REMOVE EXISTING EMERGENCY LIGHTING
- 9 DEMO AND REMOVE EXISTING CAN LIGHTING - REPLACE WITH NEW PER ELECTRICAL DRAWINGS
- 10 DEMO AND REMOVE EXISTING MECHANICAL DUCTING
- 11 EXISTING FIRE SPRINKLERS - REMODEL TO CONCEAL INSIDE CEILING AND PROVIDE NEW CONCEALED SPRINKLER HEADS (WHITE)
- 12 DEMO AND REMOVE EXISTING WOOD TRIM AS REQUIRED FOR NEW CONSTRUCTION
- 13 EXISTING CEILING TO REMAIN. PATCH AND REPAIR AS REQUIRED.

NOTE:

1. DEMO AND REMOVE EXISTING STRING LIGHTING.

Reflected Ceiling Plan Notes:

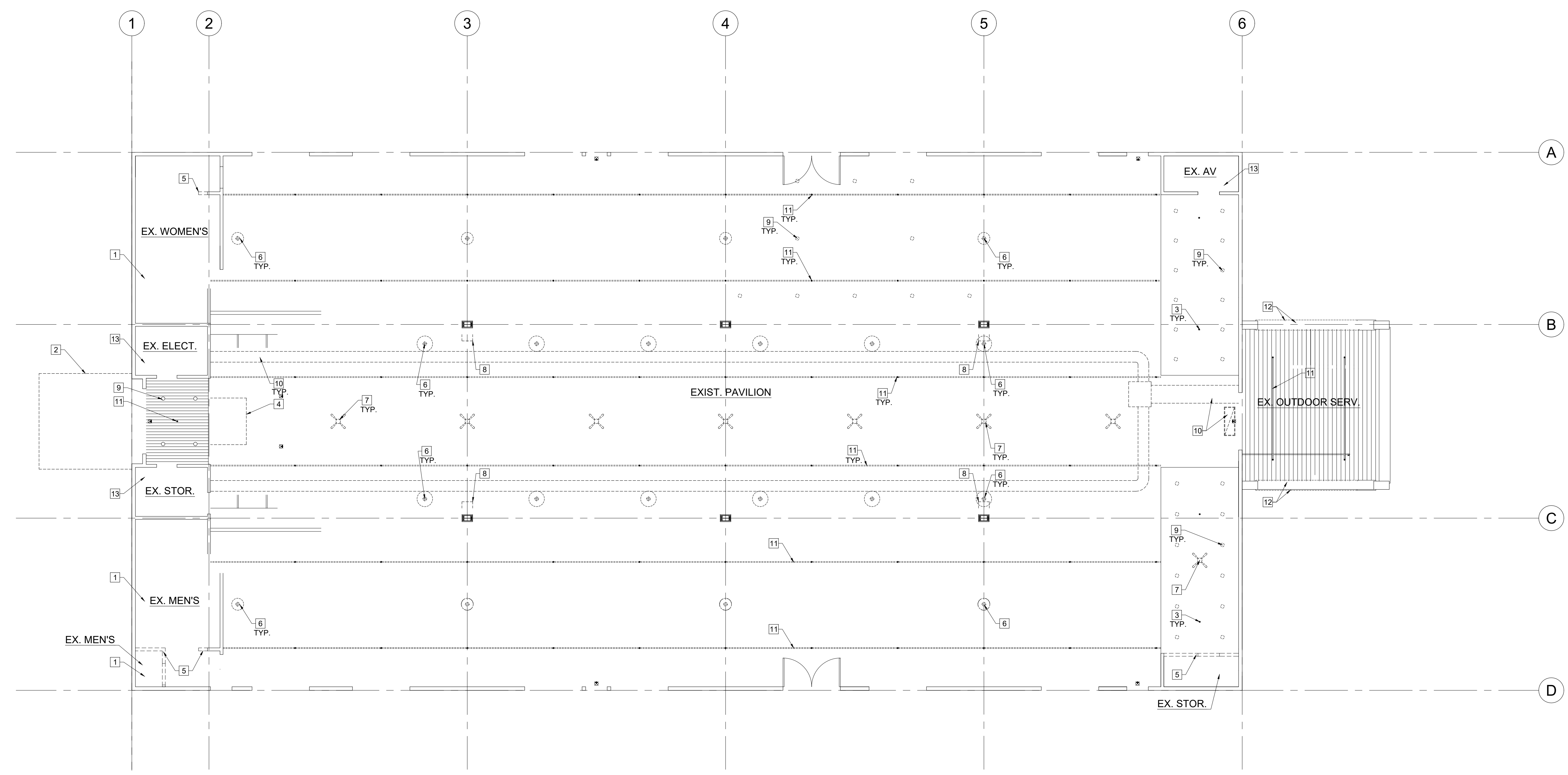
1. ALL NEW CEILING HEIGHTS ARE FROM FINISH FLOOR ELEVATION TO FINISH CEILING HEIGHT.
2. CONTRACTOR SHALL COORDINATE LOCATIONS OF ALL NEW LIGHTING FIXTURES, VENTS, HOODS, DIFFUSERS, AND SPRINKLER HEADS WITH ALL SUBCONTRACTORS PRIOR TO INSTALLATIONS.
3. FINISH OF ALL NEW RECESSED LIGHT FIXTURE TRIM RINGS, MECHANICAL DIFFUSERS, ETC. TO MATCH ADJACENT CEILING COLOR.
4. CONTRACTOR SHALL PROVIDE SOLID BACKING AT ALL LIGHT FIXTURES AND CEILING SUSPENDED EQUIPMENT REQUIRING BACKING.
5. REFER TO SHEET A-6.0 FOR ROOM FINISH SCHEDULES.
6. REFER TO ELECTRICAL DRAWINGS FOR LIGHTING PLANS AND FIXTURE TYPE.
7. REFER TO MECHANICAL AND PLUMBING DOCUMENTS FOR MECHANICAL AND PLUMBING EQUIPMENT.
8. REFER TO STRUCTURAL PLANS FOR MINIMUM STRUCTURAL BEAM REQUIREMENTS (SIZES & GRADES). ALL STRUCTURAL BEAMS SHALL BE GRADED - REFER TO STRUCTURAL DRAWINGS FOR REQUIREMENTS.
9. VERIFY MECHANICAL SIZING PRIOR TO CEILING FRAMING AND CEILING DROPS BEING INSTALLED.
10. ALL NEW DECORATIVE LIGHTING LOCATIONS (CHANDELIERS, HANGING LIGHTS, ACCENT LIGHTING, ETC.) SHALL TAKE PRECEDENCE OVER FIRE SPRINKLER AND MECHANICAL ITEMS UNLESS APPROVED BY ARCHITECT.
11. NEW LIGHT FIXTURES IN TOILET ROOMS SHALL BE CENTERED DIRECTLY OVER URINALS AND LAVATORIES, AND CENTERED WITHIN TOILET STALLS (U.N.O.). ALL LOCATIONS TO BE VERIFIED IN FIELD BY CONTRACTOR.
12. ALL NEW GYPSUM BOARD IS 5/8" THICK INCLUDING WATER RESISTANT.
13. CONTRACTOR TO PROVIDE DESIGN/BUILD SHOP DRAWINGS FOR ALL FIRE SPRINKLER LOCATIONS (INCLUDING NON-PUBLIC SPACES) AS REQUIRED AND SUBMIT TO ARCHITECT FOR APPROVAL PRIOR TO PERMITTING, FABRICATION & INSTALLATION. ALL FIRE SPRINKLER PIPING TO BE RUN CONCEALED IN CEILING AND WALL AREAS (MINOR LATERALS CAN BE RUN EXPOSED AT EXTERIOR TERRACE AREAS - LOCATE THESE LATERALS AS APPROVED BY ARCHITECT)
14. SEE DETAILS 15 THRU 20 ON A-8.1 FOR TYPICAL GYP. BD. CEILING DETAILS
15. ALL NEW GYPSUM BOARD AT TOILET ROOMS TO BE WATER RESISTANT.
16. SEE AV SHEETS FOR MORE INFORMATION.
17. SEE DETAIL 15/A-9.3 FOR CHANDELIER SUPPORT DETAIL.
18. COORDINATE MOUNTING HEIGHT AND LOCATION OF ALL NEW WALL SCONCES WITH ARCHITECT PRIOR TO ROUGHING IN OF ELECTRICAL.

Reflected Ceiling Plan Keynotes:

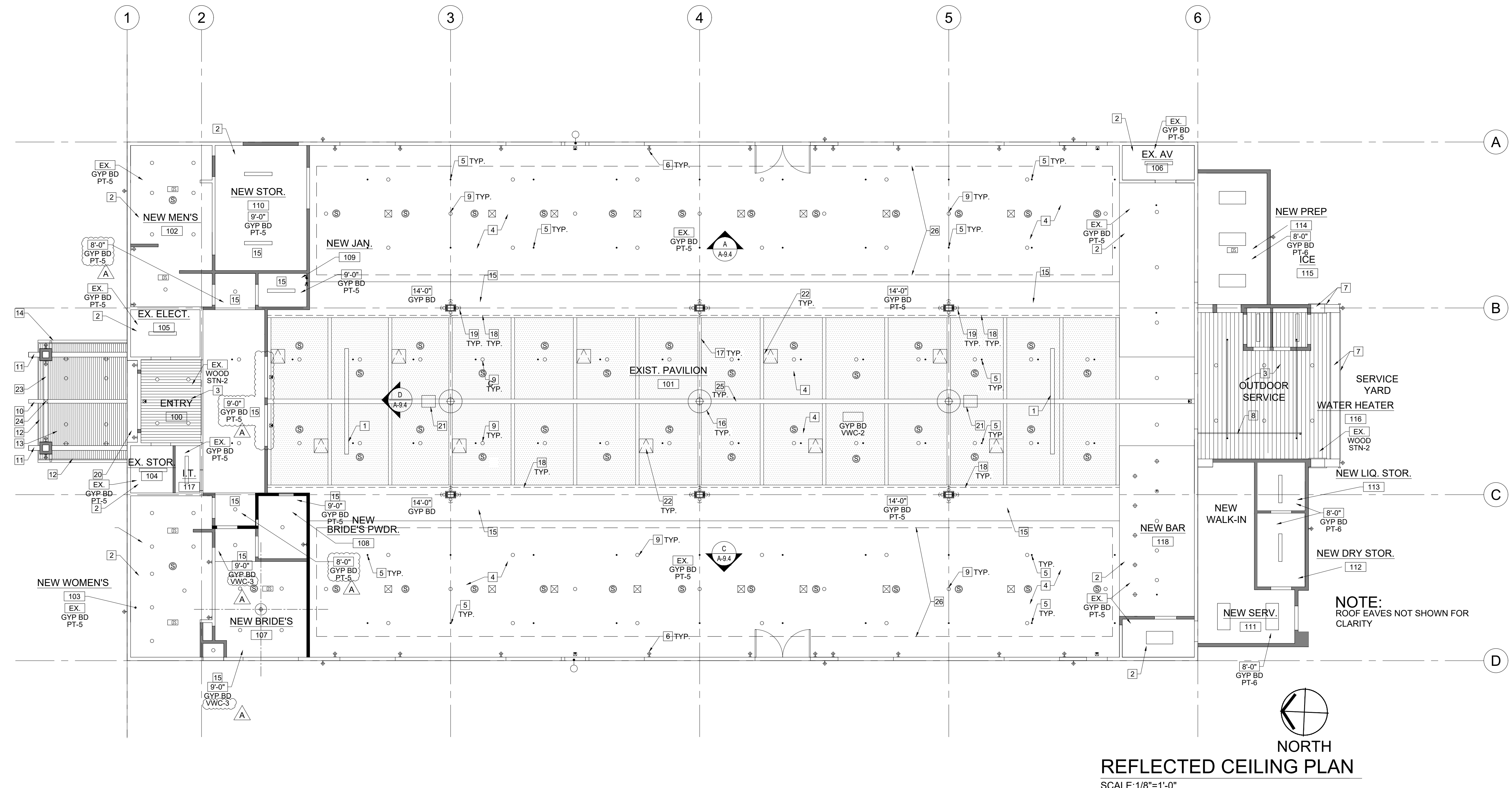
- 1 PROJECTION SCREEN - SEE AV AND STRUCTURAL DRAWINGS
- 2 EXISTING GYP. BD. CEILING - PROVIDE NEW LIGHT FIXTURES PER ELECT. DRAWINGS - PATCH AND REPAIR GYP. BD. - PREP, PRIME AND PAINT LEVEL 4
- 3 EXISTING WOOD CEILING - PROVIDE NEW LIGHT FIXTURES PER ELECT. DRAWINGS. PATCH AND REPAIR - PREP, PRIME AND PAINT
- 4 NEW LEVEL 4 GYP. BD. SLOPING CEILING - SEE FINISH SCHEDULE ON A-6.0 FOR FINISH
- 5 NEW CONCEALED SPRINKLER HEADS - COORDINATE LOCATIONS WITH FIRE SPRINKLER SUBCONTRACTOR
- 6 NEW WALL SCONCES - SEE ELECTRICAL
- 7 EXISTING WOOD TRIM AND SOFFIT - PATCH AND REPAIR AS REQUIRED (PREP PRIME AND PAINT)
- 8 EXISTING FIRE SPRINKLERS TO REMAIN AND PROTECT
- 9 NEW DOWNLIGHTS - SEE ELECTRICAL
- 10 NEW 4X12 WOOD RIDGE BEAM - SEE STRUCTURAL - CLAD IN 1X CTK WOOD TRIM (STAIN)
- 11 NEW 6X12 WOOD BEAM - SEE STRUCTURAL - CLAD IN 1X CTK WOOD TRIM (STAIN)
- 12 NEW 2X10 CTK WOOD FASCIA TO STAIN
- 13 NEW 2X4 T&G CTK TO STAIN
- 14 NEW G.I. GUTTER AND DOWNSPOUT - SEE DETAIL 2/A-9.2 (PAINT)
- 15 NEW LEVEL 4 GYP. BD. SOFFIT
- 16 NEW PENDANT - SEE ELECTRICAL
- 17 NEW 4X8 WOOD TRIM (FLAT) VERTICAL GRAIN DOUG FIR TO STAIN - SEE DETAIL 12/A-9.3
- 18 COVELIGHT - SEE ELECTRICAL & DETAIL 10/A-9.3
- 19 UPLIGHT AT COLUMNS - SEE ELECTRICAL
- 20 EXISTING SOFFIT - PATCH AND REPAIR AS REQUIRED
- 21 PROJECTOR - SEE AV AND STRUCTURAL DRAWINGS
- 22 KARP RDW 24X24 ACCESS PANEL - DRYWALL INLAY TO RECEIVE WALL COVERING. PAINT ACCESS PANEL FRAME TO MATCH WALLCOVERING
- 23 NEW GLULAM BEAM - SEE STRUCTURAL - CLAD IN 1X CTK WOOD TRIM (STAIN)
- 24 NEW KING POST - SEE STRUCTURAL - CLAD IN 1X CTK WOOD TRIM (STAIN)
- 25 NEW FAUX RIDGE BEAM - VERTICAL GRAIN DOUG FIR TO STAIN - SEE DETAIL 11/A-9.3
- 26 ACoustical SOUND PANELS 2" THICK SURFACE MOUNTED OVER GYP BD SOFFIT SHOWN DOTTED. SEE SPECS. PROVIDE CEILING DEVICES INTEGRATED WITH SOUND PANELS (SPRINKLERS, LIGHTING, DIFFUSERS, SPEAKERS, FIRE DEVICES, ETC.)

Reflected Ceiling Plan Legend

- | | | | |
|--|-----------------------------------|--|---------------------------------|
| | MECH. RETURN AIR GRILLE | | RECESSED DOWNLIGHT |
| | MECH. SUPPLY GRILLE | | CEILING MOUNTED LIGHT |
| | UNDER CABINET LIGHT STRIP | | WALL MOUNTED LIGHT |
| | FLUORESCENT LIGHT | | RECESSED DIRECTIONAL DOWNLIGHT |
| | LIGHT COVE | | EXIT SIGN |
| | SURFACE MOUNTED TRACK LIGHT | | SURFACE MOUNTED EMERGENCY LIGHT |
| | CABLE LIGHTING SYSTEM | | SPRINKLER HEAD |
| | SURFACE MOUNTED DIRECTIONAL LIGHT | | CEILING MOUNTED PENDANT LIGHT |
| | SPEAKERS | | UPLIGHT |



DEMO CEILING PLAN **Exhibit E**
SCALE: 1/8" = 1'-0"



REFLECTED CEILING PLAN
SCALE: 1/8" = 1'-0"



May 20, 2025

City of Industry – Public Works & Engineering
 15625 E. Stafford Street
 City of Industry, CA 91744
 Email: jnelson@cityofindustry.org

Attention: Mr. Joshua Nelson
 Project Manager

Reference: Armstrong Cal Builders, Inc. Bid Protest
 Expo-2139 Pavilion Building Upgrades
 Bid Opening: May 15, 2025

Dear Mr. Nelson,

This letter serves as FEC Future Contractors and Engineers, Inc. (“FEC”) formal response to Armstrong Cal Builders, Inc. (“Armstrong”) bid protest received on May 19, 2025. Armstrong’s bid protest has no merit and should be rejected.

I. **Public Contact Code Section 4106**, states, in part:

“If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one half of 1 percent of the prime contractor’s total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself”

FEC intends to follow public contract code 4106.

II. FEC did not **fail to list a qualified Fire Alarm Subcontractor**

There is no requirement to list a separate subcontractor for the fire alarm. The fire alarm is a part of the electrical subcontractor work.

III. The “Notice Inviting Bids” states:

“At the time of submission of the bid and thereafter, each bidder must be licensed as a Class B - General Building Contractor with a subcontractor licensed as Class C-10– Electrical”.

FEC holds a Class B, General Building, and Class A, General Engineering license. Furthermore, FEC listed Soni Electric, Inc, a C-10 licensed electrical subcontractor. FEC’s bid is in compliance with the bid requirements.

- IV. FEC did not **fail to list a qualified Fire Alarm Subcontractor** due to footnote #35 and footnote #36.

Footnote #35 states that *the manufacturer/installer must prepare all design drawings and calculations required for system approval by the authority having jurisdiction. Submit all plans and provide all permits required for complete and operable approved life safety system*”.

FEC will comply with this requirement. There is no separate requirement under the contract to list the manufacturer or supplier at the time of bid. FEC will procure this material in compliance with the contract and submit all required drawings and calculations to ensure full compliance with the contract.

Footnote #36 states “*Fire alarm shall be monitored by U.L. certificated central station monitoring company*”.

FEC will comply with this requirement. There is no separate requirement under the contract to list the central station monitoring company at the time of bid since hiring the central station monitoring will be contracted by the City after completion of the work.

- V. FEC did not **fail to list a qualified Fire Sprinkler Subcontractor**.

FEC holds a Class A, General Engineering license. FEC designs its own fire sprinkler system using certified designers and perform the work in accordance with public contract code 4106.

In regards to Contract 09-379504, **FEC was awarded the project** since its bid was in compliance with the public contract code and bidders instructions. The bid protest was discarded by Caltrans and the information provided by Armstrong is misleading and inaccurate.

Based on the above, FEC believes Armstrong’s bid protest should be rejected. FEC is the lowest responsible bidder and would be the candidate for the award.

Should you have any question regarding the above please call me at (949) 328-9758 or email me at samk@fecgc.com.

Thank you for your time and consideration. FEC looks forward to a successful project.

Best Regards,
FEC Future Contractors and Engineers, Inc.

Sam Katbi

Sam Katbi,
President



Armstrong Cal Builders, Inc.

Armstrong Cal Builders, Inc.

8031 Main Street

Stanton, CA 90680

Phone: (562) 304-8899

Email: info@armstrongcalbuilders.com

Date: May 22, 2025

To:

City of Industry – Public Works & Engineering

Attn: Joshua Nelson, Project Manager

15625 E. Stafford Street

City of Industry, CA 91744

Email: jnelson@cityofindustry.org

Subject: Rebuttal to FEC Response – Formal Protest of Bid for EXPO-2139 Pavilion Building Upgrades

Dear Mr. Nelson,

Armstrong Cal Builders, Inc. submits this formal rebuttal to the response submitted by Future Contractors & Engineers, Inc. (“FEC”) dated May 20, 2025, regarding our bid protest on the EXPO-2139 Pavilion Building Upgrades project. FEC’s response is both legally and factually insufficient. As we clearly demonstrated in our original protest (submitted May 15, 2025), FEC’s bid is non-responsive due to failure to list subcontractors for both the fire alarm and fire sprinkler scopes — both of which are separately identified, design-build trades subject to statutory listing under California Public Contract Code §4104.

We address FEC’s arguments as follows:

1. Misapplication of Public Contract Code §4106

FEC asserts compliance with PCC §4106, claiming that by not listing a subcontractor, they are qualified to perform the work in-house. This argument ignores the plain language and intent of both §4106 and §4104. Section 4106 applies only **if the prime contractor is fully qualified to perform** the work in question. FEC does not hold the required C-16 (Fire Protection) or C-7 (Low Voltage) licenses necessary to install fire sprinkler or fire alarm systems, respectively.



By law and CSLB regulations:

- Fire alarm installation requires a C-10 **with manufacturer certification**, or a C-7 license.
- Fire sprinkler installation requires a **C-16** license.

FEC's reliance on §4106 is misplaced, as they are **not legally qualified to perform this work without listing a licensed subcontractor**. This is a material violation of PCC §4104.

2. Fire Alarm Scope is a Separately Identified and Specialized Trade

FEC claims that listing a fire alarm subcontractor was not required and that the work falls under general electrical scope. This is incorrect.

We refer again to General Electrical Note #35, which states:

“Contractor shall engage the services of a state licensed fire alarm manufacturer/installer to prepare all design drawings and calculations required for system approval by the authority having jurisdiction. Submit all plans and provide all permits required for a complete and operable approved life safety system.”

(EXPO-2139 Final Plans PB – Sheet GP-05)

This language makes clear that the design and permitting responsibilities alone require a licensed fire alarm manufacturer/installer — not merely a general electrical (C-10) subcontractor. Additionally, this scope is deferred, must be submitted to the AHJ, and is not incidental to base electrical work. It is a separately priced line item.

Furthermore, the specifications and plans require:

- UL Central Station monitoring (Note #36, Sheet E-0.1),
- Compliance with NFPA 72 and UFC 1007 (Electrical Specifications),
- Deferred submittals with full documentation (Specification Section 01 01 00 – General Requirements), and
- Integration into life safety systems subject to approval and testing.

Let us be very clear: the fire alarm scope is a design-build package with specialized licensing, design, permitting, and installation requirements. By not listing a qualified subcontractor for this scope, FEC has both concealed a major portion of the bid and failed



to meet the statutory obligations of PCC §4104. This is not an incidental error — it is a material omission.

It is also critical to note that a C-10 license alone **does not authorize a contractor to self-perform fire alarm scope on a design-build basis without certification by the fire alarm manufacturer and demonstrable experience complying with NFPA and local AHJ requirements**. The plans make this distinction clear: the electrical subcontractor must be a licensed, certified fire alarm installer — not just a general electrician.

Therefore, the C-10 subcontractor listed by FEC (Soni Electric) is **not qualified to perform this work**, per the technical and legal requirements outlined in the project specifications.

Additional Clarification: FEC’s assertion that a fire alarm subcontractor does not need to be listed because they intend to “comply” later is flawed. Listing to a subcontractor is not a matter of intention — it is a matter of public transparency and legal compliance at the time of bid opening. This is why the fire alarm was specifically broken as a separate bid item — to ensure accountability and prevent post-bid manipulation or concealment.

3. Fire Sprinkler Scope Requires a C-16 Licensed Subcontractor

FEC asserts it will design the fire sprinkler system using in-house “certified designers.” However, **design-only efforts do not satisfy PCC §4104**, which governs **installation**. The plans and specifications make clear that fire sprinklers are part of the contractor's scope, and the design-build responsibility includes **fabrication, permitting, and installation**.

The following references apply:

- “Contractor to provide design/build shop drawings for all fire sprinkler locations... submit to architect for approval prior to permitting, fabrication & installation.”
- “Complete plans and specifications for all fire extinguishing systems... shall be submitted to the City prior to installation.” (*CFC 901.2 Requirement, Fire Notes*)

This scope is squarely within the domain of a C-16 contractor. FEC does not hold a C-16 license and did not list one. The omission is a violation of both PCC §4104 and the bid documents.



4. Legal Precedents Support Disqualification for Omission

FEC's failure to list properly licensed subcontractors for specialized design-build scopes is not without precedent. In fact, **this same contractor, Future Contractors & Engineers, Inc. (FEC), was previously the subject of a successful bid protest under nearly identical circumstances.**

- **MWC Group, Inc. v. Caltrans (Project 09-379504)** – In this case, MWC Group, Inc. protested FEC's bid for failing to meet the licensing requirements outlined in the Caltrans documents. Specifically, FEC did not hold a C-16 Fire Protection Contractor license, nor did they list a qualified subcontractor with that license for the required fire protection scope. Caltrans determined that this omission rendered the bid non-responsive under Public Contract Code §4104.

This case is directly on point: FEC is once again attempting to secure a public contract while bypassing the required subcontractor listing for fire protection and fire alarm systems. Despite losing the Caltrans bid for this exact violation, FEC is repeating the same pattern of non-compliance here.

- **Los Angeles Air Conditioning, Inc. v. City of San Diego** – Omission of a listed fire alarm subcontractor on a deferred design/permitting scope was ruled a material deviation, even when the bidder claimed intent to self-perform using general electrical contractors.

These rulings affirm that failure to list a properly licensed subcontractor for specialized trades — particularly those involving fire protection and fire alarm design/build and deferred permitting — is a material, non-waivable defect under California law. No post-bid corrections or assurances can cure such violations. that failing to list properly licensed, qualified subcontractors for specialized scopes — particularly fire alarm and fire sprinkler systems with deferred submittal requirements — constitutes a non-waivable, material defect under California public contracting law. the position that failing to list properly licensed, qualified subcontractors for specialized scopes — particularly fire alarm and fire sprinkler systems with deferred submittal requirements — constitutes a non-waivable, material defect under California public contracting law.

The facts here mirror the above cases. No amount of after-the-fact compliance can cure a **defective bid at the time of opening.**



5. Summary and Final Request

FEC's attempt to recast design-build, code-compliant, and license-regulated systems as general work is contrary to law and contract. Their failure to list required subcontractors for both fire alarm and fire sprinkler work:

- Violates PCC §4104's mandatory listing rules,
- Fails to satisfy deferred permitting and design scope disclosure,
- Creates a material, non-waivable defect,
- And undermines transparency and bid fairness.
- **Allows the contractor to improperly shop for subcontractor bids after award, evading public disclosure and gaining an unfair competitive advantage.**

We respectfully request that the City of Industry:

1. **Reject FEC's bid as non-responsive**, and
2. **Award the contract to Armstrong Cal Builders, Inc.**, the lowest responsive and responsible bidder.

We remain available to provide CSLB license details, subcontractor qualifications, and technical references upon request.

Sincerely,

Shawn Salah

Principal / Project Executive

Armstrong Cal Builders, Inc.

CC:

James R. Cramise

Aaron J. Flores

Patrick Ian

Armstrong Cal Builders



Casso & Sparks, LLP

ATTORNEYS AT LAW

13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Telephone: 626.269.2980

James M. Casso

Principal

jcasso@cassosparks.com

www.cassosparks.com

June 16, 2025

VIA EMAIL, beach@floresryan.com

Patrick I. Beach, Esq.
Flores Ryan, LLP
115 W. California Blvd.
Suite 9010
Pasadena, CA 91105

Re: Armstrong Cal Builders, Inc. Protest -- Pavilion Building Upgrades, EXPO-2139

Dear Mr. Beach:

As we discussed on June 11, 2025, we serve as city attorney for the City of Industry (the "City") and its related boards and commissions, including the Civic Recreational Industrial Authority ("CRIA"), the entity that issued the above-referenced bid, EXPO-2139.

This letter is in response to your June 3, 2025, letter sent on behalf of your client, Armstrong Cal Builders, Inc., ("Armstrong"), protesting the bidding process for EXPO-2139 and the bid submitted by Future Contractors & Engineers, Inc. ("FEC"). It is my understanding that CRIA also received Armstrong's May 15, 2025, protest letter objecting to FEC's bid, a letter from FEC responding to Armstrong's letter and a rebuttal letter from Armstrong regarding FEC's response.

In its first claim of its bid protest, Armstrong states that FEC failed to list a "fire alarm" subcontractor to perform the "fire sprinkler" retrofit as set forth in Bid Item No. 13 (Division 21 – Fire Sprinklers. For this specific work, FEC provided a bid price of \$10,500.00. Pursuant to the Standard Specification for Public Works Construction, Section 1-6.2.a.1 (Subcontractor Listing), prime contractors are required to list subcontractor who will perform work that is more than one-half of one percent of the prime contractor's total bid. Based on the FEC's total bid price of \$5,631,100.25, for this part of the overall project, the one-half of one percent amount would be approximately \$28,155.00. Since the bid amount for Bid Item No. 13 is less than \$28,155.00, under Section 1-6.2.a.1, FEC is not required to list that subcontractor. See also, Public Contract Code section 4104.

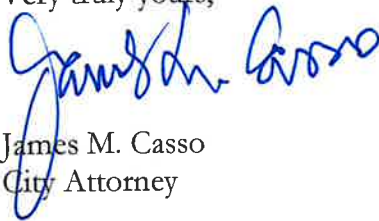
In its second bid protest claim, Armstrong states that it was placed at a competitive disadvantage by FEC's failure to list a Fire Alarm System subcontractor. The Fire Alarm System is different than the Fire Sprinkler System. Any fire alarm system upgrades to the Pavilion Building are included in a separate campus-wide fire alarm upgrade project and under a separate public bid known as EXPO-2138. CRIA anticipates that EXPO-2138 will lead to a consistent system across the whole campus. EXPO-2138 was put out to bid and awarded to another contractor. It is anticipated that coordination between the two projects will occur to ensure the fire alarm system within the Pavilion Building is upgraded only once. Armstrong's protest does point to some general notes on the plans, however, there were no specific plans or bid items for Fire Alarm System improvements included in EXPO-2139's bid documents. In other words, the fire alarm system is not included in EXPO-2139 and, given this fact, Armstrong's assertion of a competitive disadvantage is neither appropriate nor valid.

Regarding Armstrong's reference to a similar bid protest on a Caltrans project (09-379504), staff researched this claim. It was discovered that there was a bid protest filed with Caltrans, however, no official response was found and, as a result, it was determined that FEC has received payment under the Caltrans contract. Based on this information, it appears that the protest was unsuccessful, and the contract was awarded to FEC.

Based on the information above, on June 25, 2025, staff will recommend to the CRIA governing board to reject Armstrong's bid protest and award the contract to FEC.

If you have any questions, please feel free to call me.

Very truly yours,



James M. Casso
City Attorney

cc: Joshua Nelson, CRIA Executive Director

BID BOND

PROJECT NO. 239
EXPO CENTER PAVILION BUILDING UPGRADES
CONTRACT NO. EXPO-2139

KNOW ALL MEN BY THESE PRESENTS that we FEC Future Contractors and Engineers, Inc.
_____ as BIDDER, and _____
Euler Hermes North America Insurance Company, a corporation organized
and existing under the laws of the State of Maryland, and duly authorized to transact
business under the laws of the State of California, as SURETY, are held and firmly bound unto
Civic Recreational Industrial Authority ("CRIA"), in the penal sum of Ten percent of amount bid
[IN WORDS] dollars (\$ 10%), which is 10 percent of the total amount bid by BIDDER
to CRIA for the above-stated project, for the payment of which sum, BIDDER and SURETY agree
to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit
a bid to CRIA for the above-stated project, if said bid is rejected, or if said bid is accepted and a
contract is awarded and entered into by BIDDER in the manner and time specified, then this
obligation shall be null and void, otherwise it shall remain in full force and effect in favor of CRIA.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this
10th day of May, 2025.

BIDDER:

Name: FEC Future Contractors and Engineers, Inc.

Address: 184 Technology Drive, Suite 205

Irvine CA 92618

By: Samer Arasi Katbi

Signature: [Signature]

Title: President

SURETY:

Name: Euler Hermes North America Insurance Company

Address: 100 International Drive, 22nd Floor

Baltimore, MD 21202

By: My Hua

Signature: [Signature]

Title: Attorney-in-Fact

Note:

- The signature on this form (Bid Bond, Page A-12) must be acknowledged before a Notary Public with an Acknowledgement Form attached.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On MAY 10 2025 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Kathy R. Mair

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney-in-Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney-in-Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

EULER HERMES NORTH AMERICA INSURANCE COMPANY
800 Red Brook Boulevard * Owings Mills, Maryland 21117

The number of persons authorized by this
Power of Attorney is not more than: 3

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME	ADDRESS	LIMIT OF POWER
My Hua	17901 Von Karman Avenue, Suite 1100	Unlimited
Kathy R. Mair	Irvine, CA 92614	
Mechelle Larkin		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of November, 20 22.



James Daly, President and CEO-The Americas

Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of November, 20 22, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.



Notary Public

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this _____ day of MAY 10 2025, 20 _____.



Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On 05-15-2025 before me, Haytham Sweidan, Notary Public
(here insert name and title of the officer)

personally appeared Samer Arabikathi

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Bid Bond

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)	
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

SECTION C
BID SCHEDULE
FOR

PLEASE NOTE THAT UNIT PRICES SHALL ONLY BE ENTERED ONLINE WITHIN THE PLANETBIDS™ SOFTWARE. BID SCHEDULE PAGES C-4 THROUGH C-16 ARE REQUIRED TO BE SUBMITTED AS A PDF UPLOAD VIA PLANETBIDS PER CHECKLIST ON PAGE B-6.

CIVIC RECREATIONAL INDUSTRIAL AUTHORITY
PROJECT NO. 239

EXPO CENTER PAVILION BUILDING UPGRADES

CONTRACT NO. EXPO-2139

BIDDER: FEC FUTURE CONTRACTORS AND ENGINEERS, INC.

Hereby proposes to construct the above-named project in accordance with the plans and specifications for the following prices:

SCHEDULE OF WORK ITEMS

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
SCHEDULE A - GENERAL					
1.	MOBILIZATION	1	LS		
2.	PREPARATION AND IMPLEMENTATION OF EROSION CONTROL PLANS.	1	LS		
SCHEDULE B - ARCHITECTUAL					
3.	DIVISION 2 - DEMOLITION (BUILDING)	1	LS		
4.	DIVISION 3 - CONCRETE (BUILDING SLAB AND FOOTING)	1	LS		
5.	DIVISION 5 - METALS	1	LS		
6.	DIVISION 6 - ROUGH CARPETRY/FRAMING	1	LS		
7.	DIVISION 7 - THERMAL AND MOISTURE PROTECTION	1	LS		
8.	DIVISION 8 - DOORS AND WINDOWS	1	LS		
9.	DIVISION 9 – FINISHES	1	LS		
10.	DIVISION 10 - SPECIALTIES	1	LS		
11.	DIVISION 11 – EQUIPMENT	1	LS		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
12.	DIVISION 12 - BUILT IN CABINETS AND COUNTERS	1	LS		
13.	DIVISION 21 - FIRE SPRINKLERS (S)	1	LS		
14.	DIVISION 22 - PLUMBING (S)	1	LS		
15.	DIVISION 23 - HEATING, VENTILATION AND AIR-CONDITIONING (HVAC) (S)	1	LS		
16.	DIVISION 26 - BUILDING ELECTRICAL (S)	1	LS		
17.	DIVISION 27 - LOW VOLTAGE (A/V AND IT) (S)	1	LS		
18.	DIVISION 28 - SAFETY AND SECURITY (S)	1	LS		
19.	LEAD AND ASBESTOS ABATEMENT (S)	1	LS		
SCHEDULE C - SITE CIVIL IMPROVEMENTS					
20.	SAW CUT AND REMOVE 4" THICK PCC PAVING, INCLUDING 12" THICK BASE MATERIAL	1655	SF		
21.	SAW CUT AND REMOVE 4" THICK ASPHALT CONCRETE PAVING, INCLUDING 12" THICK BASE MATERIAL.	1,680	SF		
22.	RAISE AND DISPOSE OF INTERFERRING 6' HIGH VINYL FENCING AND POST FOOTING	16	LF		
23.	REMOVE AND DISPOSE OF 4 INCH PVC DRAIN PIPE AND CLEAN-OUT	77	LF		
24.	REMOVE METAL GUARD RAILING	46	LF		
25.	CUT AND CAP 4 INCH PVC DRAIN PIPE	1	EA		
26.	REMOVE WATER FILTRATION SYSTEM, PRESSURE REGULATOR AND PVC PIPING. SALVAGE PER OWNER'S DIRECTION.	1	LS		
27.	REMOVE METAL DOWN SPOUT AND 5" DIA. INLET RISER.	1	EA		
28.	ADJUST METAL RAIN GUTTER TO FLOW TO ADJUSTENT NORTHERLY DOWN SPOUT.	1	LS		
29.	UNCLASSIFIED EXCAVATION AND EXPORT	91	CY		
30.	CONSTRUCT 6" CONCRETE PAVING OVER 12" CLASS II AGGREGATE BASE	1325	SF		
31.	CONSTRUCT 4" ASPHALT CONCRETE PAVING OVER 12" CLASS II AGGREGATE BASE.	300	SF		
32.	CONSTRUCT NEW 6' HIGH VINYL FENCE PANEL AND POST FOOTING PER DETAIL 2 ON SHEET 3 OF 4.	16	LF		
33.	CONSTRUCT SERVICE 5" THICK CONCRETE PAD OVER 6" CLASS II AGGREGATE BASE.	69	SF		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
34.	CONSTRUCT 24" THICK GENERATOR PAD PER STRUCTURAL PLANS.	730	SF		
35.	CONSTRUCT VARIABLE HIGH C.M.U. RETAINING WALL PER STRUCTURAL PLANS AND PROFILES ON SHEET 4 OF 5.	1	LS		
36.	CONSTRUCT 6' HIGH X 3' WIDE DOUBLE VINYL SWING GATE WITH LATCH PER DETAIL 3 ON SHEET 3 OF 4.	2	EA		
37.	CONSTRUCT 4' HIGH X 4" DIA. REMOVABLE CONCRETE FILLED BOLLARD PER DETAIL 4 ON SHEET 4 OF 4.	9	EA		
38.	CONSTRUCT 3" HIGH DENSITY POLYETHYLENE (HDPE) YELLOW GAS PIPE AND ALL REQUIRED FITTINGS.	30	LF		
39.	INSTALL DUCT BANK AND TRENCH BACKFILL PER DETAIL 5 ON SHEET 4 OF 4.	230	LF		
SCHEDULE D - EMERGENCY STANDBY GENERATOR IMPROVEMENTS (Specialty Items)					
40.	FURNISH, DELIVER, AND INSTALL ON THE PAD 1000 kW/1250 kVA, 60 Hz, 1200 AMPS, 277/480 VOLT, 3 PHASE NATURAL GAS FUEL STANDBY GENERATOR WITH FAN AND ATTENUATED SOUND ENCLOSURE (SOUND 80 dBA AT 23 FEET AWAY FROM THE GENERATOR), CATERPILLAR MODEL G3512 OR APPROVED EQUAL.	1	LS		
41.	FURNISH FIVE (5) YEARS OF WARRANTY SERVICE FOR THE GENERATOR FOR ITEM NO. 40 ABOVE (DETAILS OF COVERAGE ARE SPECIFIED IN THE SPECIFICATION)	1	LS		
42.	FURNISH, DELIVER AND INSTALL WALL MOUNTED AUTOMATIC TRANSFER SWITCH (ATS), 400A, 277/480V, 3 PHASE SCHNEIDER ELECTRIC ASCO SERIES 300 MODEL: J03ATSB30400NG0G OR APPROVED EQUAL	1	EA		
43.	FURNISH AND INSTALL 480V 1PHASE 60AS/50AF NEMA 3R WEATHERPROOF FUSE DISCONNECT SWITCH "F"	1	EA		
44.	FURNISH AND INSTALL 25KVA, 480V, 1 PHASE, 2 WIRE PRI. TO 120/208V, 3 WIRE SEC. NEMA 3R WEATHERPROOF DRY TRANSFORMER "T"	1	EA		
45.	FURNISH AND INSTALL 100 AMP MAIN (125 AMP BUS) 120/208V 1 PHASE, 3 WIRE SEC. 12-24 SPACE NEMA 3R ELECTRICAL PANEL "G1"	1	EA		
46.	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO GENERATOR	70	LF		
47.	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO GENERATOR.	140	LF		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
48.	FURNISH AND INSTALL 3/0 GND. COPPER WIRE FROM ATS-1 TO GENERATOR.	35	LF		
49.	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO PAVILION BUILDING MAIN BREAKER ENCLOSURE "MS"	460	LF		
50.	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO PAVILION MAIN BREAKER "MS"	920	LF		
51.	FURNISH AND INSTALL 3/0 GND COPPER WIRE FROM ATS-1 TO PAVILION MAIN BREAKER "MS"	230	LF		
52.	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO PAVILION PANEL "HA"	460	LF		
53.	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO PAVILION HIGH VOLTAGE PANEL "HA".	920	LF		
54.	FURNISH AND INSTALL 3/0 GND FROM ATS-1 TO PAVILION HIGH VOLTAGE PANEL "HA".	230	LF		
55.	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM ATS-1 TO GENERATOR CONTROLLER	35	LF		
56.	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM ATS-1 TO GENERATOR CONTROLLER.	70	LF		
57.	FURNISH AND INSTALL #8 GND COPPER WIRE FROM ATS-1 TO GENERATOR CONTROLLER.	35	LF		
58.	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T)	245	LF		
59.	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T) THROUGH THE PULLBOX AND FUSE DISCONNECT SWITCH	490	LF		
60.	FURNISH AND INSTALL #8 GND COPPER WIRE FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T)	245	LF		
61.	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	10	LF		
62.	FURNISH AND INSTALL #6 THWN COPPER WIRE FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	20	LF		
63.	FURNISH AND INSTALL #8 GND COPPER WIRE FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	10	LF		
64.	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	15	LF		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
65.	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	60	LF		
66.	FURNISH AND INSTALL #8 GND COPPER WIRE FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	15	LF		
67.	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT STUB OUT FROM GENERATOR CONTROLLER TO GRAND ARENA	500	LF		
68.	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUIT STUB OUT FROM STANDBY GENERATOR TO GRAND AREA	1000	LF		
69.	PERFORM A TEST RUN INCLUDING 6 HOURS OF LOAD BANK TO ENSURE GENERATOR, ATS, AND OTHER PARTS FUNCTION PROPERLY AFTER COMPLETION OF THE INSTALLATION AND ENERGIZE	1	LS		
SCHEDULE E - EXTERIOR ELECTRICAL EQUIPMENT (Specialty Items)					
70.	FURNISH AND INSTALL 400 AMP 3 POLE BREAKER, 480/277V, 3PH, 4W, NEMA 3R MAIN BREAKER ENCLOSURE "MS"	1	EA		
71.	FURNISH AND INSTALL 480V, 3PH, 4 WIRE NEMA 3R ENCLOSURE E-MON D-MON METER OR APPROVED EQUAL	1	EA		
72.	FURNISH AND INSTALL 400 AMP, 480/277V, 3PH, 4 WIRE, NEMA 3R HIGH VOLTAGE PANEL "HA"	1	EA		
73.	FURNISH AND INSTALL 150 KVA, PRI:480V-3PH-3W, SEC: 120/208V,3PH,4W, DRY TRANSFORMER "T1"	1	EA		
74.	FURNISH AND INSTALL 120/208V, 3PH,4W, 400AF/400FS, NEMA 3R DISCONNECT SWITCH	1	EA		
75.	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT MIN 30" DEEP FROM EXISTING PULL BOX (PB-28) TO "MS"	120	LF		
76.	FURNISH AND INSTALL 500 KCMIL COPPER WIRES FROM SWITCHBOARD "DP-A" TO NEW "MS"	3000	LF		
77.	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "MS" TO "HA"	20	LF		
78.	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM "MS" TO "HA"	80	LF		
79.	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "HA" TO "T1"	20	LF		
80.	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM "HA" TO HIGH SIDE OF "T1"	60	LF		
81.	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "T1" TO 120/208V DISCONNECT SWITCH	15	LF		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
82.	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM LOW SIDE OF "T1" TO 120/208V DISCONNECT SWITCH	60	LF		
83.	FURNISH AND INSTALL 4 INCH EMT CONDUIT FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	60	LF		
84.	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	180	LF		
85.	FURNISH AND INSTALL #8 GND COPPER WIRE FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	60	LF		
86.	FURNISH AND INSTALL 1 1/4" EMT CONDUIT FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	70	LF		
87.	FURNISH AND INSTALL #1 THHN COPPER WIRE FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	420	LF		
88.	FURNISH AND INSTALL #8 GND COPPER WIRE FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	70	LF		
89.	REMOVE EXISTING 4/0 FROM DP-A TO EXISTING PANEL "AA" (INSIDE PAVILION BUILDING ELECTRICAL ROOM)	2500	LF		
90.	REMOVE CONNECTION BETWEEN EXISTING PANEL "AA" AND EXISTING PANEL "A" INCLUDING CONDUITS, WIRES, DISCONNECT SWITCH AND STEP-DOWN TRANSFORMER AND DISPOSAL AS ELECTRICAL WASTE	1	LS		
91.	TEST PER SPECIFICATION ALL EQUIPMENT AFTER COMPLETION THE INSTALLATION OF MAIN BREAKER SERVICE, TRANSFORMER, DISCONNECT SWITCH AND OTHERS TO ELECTRICAL ROOM AND ENERGIZE	1	LS		
GRAND TOTAL					

(S) = Specialty Items

I hereby certify that on 04/29, 2025, HAYTHAM SWEIDAN
(Print Name)
examined the site of the proposed work, and the undersigned, fully understands the scope of work
and has checked carefully all words and figures inserted in the Bid Schedule.

By:

FEC FUTURE CONTRACTORS AND ENGINEERS, INC.

CONTRACTOR NAME

samk@fecgc.com

EMAIL ADDRESS

1000624119

DIR #

SAMER ARABIKATBI

PRINT NAME



SIGNATURE

BID RESULTS

CIVIC RECREATIONAL INDUSTRIAL AUTHORITY
PROJECT NO. 239

EXPO CENTER PAVILION BUILDING UPGRADES

CONTRACT NO. EXPO-2139

PLEASE NOTE: This page was intentionally left blank. After the bid has been awarded, it will be replaced with the awardee's Bid Results from PlanetBids™

BIDDER'S INFORMATION SHEET

- **Receipt of any addenda shall be acknowledged only online through the PlanetBids™ software.**

RETENTION MONEY OPTION: Please initial one of the following options.

- SK
(Initials) 1. I will provide securities (escrow account) in lieu of monies to be withheld to ensure performance under the contract as per Section D63, General Provisions.
- _____
(Initials) 2. I will not provide securities in lieu of monies to ensure performance under the contract. I understand retention will be held by the Civic Recreational Industrial Authority per Section D22, General Provisions.

The undersigned, as bidder, declares as follows:

1. The only persons or parties interested in this proposal as principals are those named herein;
2. This proposal is made without collusion with any other person, firm or corporation;
3. We have carefully examined the location of the proposed work, the attached proposed form of contract, and the plans therein referred to; and
4. We propose and agree, if this Proposal is accepted, that we will contract with the Civic Recreational Industrial Authority in the form of the copy of the contract attached hereto;
5. We will provide all necessary machinery, tools, apparatus and other means of construction and/or maintenance;
6. We will do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the CRIA Engineer as therein set forth; and
7. This bid is sufficient to allow us to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided; and
8. We will take in full payment therefore in the amounts shown on the Bid Schedule.

IN WITNESS WHEREOF, Bidder executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 15th day of MAY, 2025.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

FEC FUTURE CONTRACTORS AND ENGINEERS, INC.

Bidder


Signature

184 TECHNOLOGY DRIVE, SUITE 205

Mailing Address

SAMER ARABIKATBI

Print Name

IRVINE, CA 92618

City/State/Zip

PRESIDENT

Title

(949) 328-9758

Telephone

959988

License No./Class

(949) 328-9768

Fax

06/30/2026

Expiration Date

Select **one** of the following: The Bidder is a:

Partnership

Corporation

Individual

The names of all persons, firms or corporations interested in this bid are: (See Section B, Page B-2, Item 4 - Signature of Bid).

AFFIX CORPORATE SEAL

SAMER ARABIKATBI

Note:

- The signature on this form (Bidders Information Sheet, Pages C-12 and C-13) must be acknowledged before a Notary Public with an Acknowledgement Form attached.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On 05-15-2025 before me, Haytham Sweidan, Notary Public
(here insert name and title of the officer)

personally appeared Samer Arabikatbi

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information
Method of Signer Identification Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es) Notarial event is detailed in notary journal on: Page # _____ Entry # _____ Notary contact: _____ Other <input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s) <input type="checkbox"/> _____

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

CIVIC RECREATIONAL INDUSTRIAL AUTHORITY
PROJECT NO. 239

EXPO CENTER PAVILION BUILDING UPGRADES

CONTRACT NO. EXPO-2139

SAMER ARABIKATBI, being first duly sworn, deposes and says that
Name
he or she is PRESIDENT, of FEC FUTURE CONTRACTORS AND ENGINEERS, INC.
Title Name of Firm
959988 License Number A & B Classification
06/30/2026 Expiration Date

The party making the foregoing bid, is a licensed contractor and understands the information shown above shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the CIVIC RECREATIONAL INDUSTRIAL AUTHORITY.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

05/15/2025
DATE

[Signature]
SIGNATURE

Note:

- The signature on this form (Contractor's License Affidavit, Page C-14) must be acknowledged before a Notary Public with an Acknowledgement Form attached.
If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)

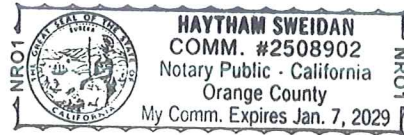
On 05-15-2025 before me, Haytham Sweidan, Notary Public
(here insert name and title of the officer)

personally appeared Samer Arabikatbi

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Haytham Sweidan*

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information
Method of Signer Identification
Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other
<input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CIVIC RECREATIONAL INDUSTRIAL AUTHORITY
PROJECT NO. 239

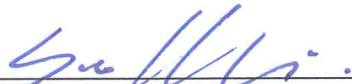
EXPO CENTER PAVILION BUILDING UPGRADES

CONTRACT NO. EXPO-2139

FEC FUTURE CONTRACTORS AND ENGINEERS, INC. certifies that:
Bidder

The following listed construction trades will be used in the work.

- | | | | |
|---|---|--|---|
| <input checked="" type="checkbox"/> ASBESTOS | <input type="checkbox"/> BOILERMAKER | <input checked="" type="checkbox"/> BRICKLAYERS | <input checked="" type="checkbox"/> CARPENTERS |
| <input checked="" type="checkbox"/> CARPET/LINOLEUM | <input checked="" type="checkbox"/> CEMENT MASONS | <input checked="" type="checkbox"/> DRYWALL FINISHER | <input checked="" type="checkbox"/> DRYWALL/LATHERS |
| <input checked="" type="checkbox"/> ELECTRICIANS | <input type="checkbox"/> ELEVATOR MECHANIC | <input checked="" type="checkbox"/> GLAZIERS | <input checked="" type="checkbox"/> IRON WORKERS |
| <input checked="" type="checkbox"/> LABORERS | <input type="checkbox"/> MILLWRIGHTS | <input checked="" type="checkbox"/> OPERATING ENG | <input checked="" type="checkbox"/> PAINTERS |
| <input type="checkbox"/> PILE DRIVERS | <input checked="" type="checkbox"/> PIPE TRADES | <input type="checkbox"/> PLASTERERS | <input checked="" type="checkbox"/> ROOFERS |
| <input checked="" type="checkbox"/> SHEET METAL | <input checked="" type="checkbox"/> SOUND/COMM | <input checked="" type="checkbox"/> SURVEYORS | <input checked="" type="checkbox"/> TEAMSTER |
| <input checked="" type="checkbox"/> TILE WORKERS | | | |



Signature of Authorized
Representative of Bidder

NON-COLLUSION DECLARATION

CIVIC RECREATIONAL INDUSTRIAL AUTHORITY
PROJECT NO. 239

EXPO CENTER PAVILION BUILDING UPGRADES

CONTRACT NO. EXPO-2139

CONTRACTOR:

FEC FUTURE CONTRACTORS AND ENGINEERS, INC.

BUSINESS ADDRESS:

184 TECHNOLOGY DRIVE, SUITE 205

IRVINE, CA 92618

In submitting this bid for the project:

I, SAMER ARABIKATBI, state that I have not directly or indirectly,
(Name)
entered into any agreement, participated in any collusion or otherwise taken any action in restraint
of free competitive bidding in connection with the project.

I do hereby certify under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed at IRVINE
California, this 15th day of MAY, 2025


SIGNATURE

Note:

- The signature on this form (Non-Collusion Declaration, Page C-16) must be acknowledged before a Notary Public with an Acknowledgement Form attached.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)

On 05-15-2025 before me, Haytham Sweidan, Notary Public
(here insert name and title of the officer)

personally appeared Samer Arabikatbi

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Haytham Sweidan*

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

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- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information
Method of Signer Identification
Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other
<input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____

CITY OF INDUSTRY
15625 Mayor Dave Way
City of Industry, CA 91744

ADDENDUM NO. 1
TO THE CONTRACT DOCUMENTS FOR:

CIVIC RECREATIONAL INDUSTRIAL AUTHORITY
CONTRACT NO. EXPO-2139
EXPO CENTER PAVILION BUILDING UPGRADES

April 17, 2025

This Addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of the Addendum on PlanetBids™ per Bidders Information Sheet of the Contract Documents and Specifications. Failure to do so will result in the bid being deemed non-responsive.

Note: It is the responsibility of all bidders to notify all subcontractors from whom they request bids and from whom they accept bids of all changes contained in this addendum.

All other terms and conditions remain unchanged.

I. PLANETBIDS QUESTIONS AND ANSWERS

I. PLANETBIDS QUESTIONS & ANSWERS

- QUESTION:** Are there any contractor prequalification's before the bid date and if so when is it due?
ANSWER: No pre-qualification is required and any contractor with the required valid contractor's license and attends at least one of two mandatory pre-bid job walks can submit a bid as the prime contractor.
- QUESTION:** Is there a Engineer Estimate for this project?
ANSWER: \$4,584,100.00

**** END OF ADDENDUM NO. 1 ****

Acknowledged



CITY OF INDUSTRY
15625 Mayor Dave Way
City of Industry, CA 91744

ADDENDUM NO. 2
TO THE CONTRACT DOCUMENTS FOR:

CIVIC RECREATIONAL INDUSTRIAL AUTHORITY
CONTRACT NO. EXPO-2139
EXPO CENTER PAVILION BUILDING UPGRADES

April 28, 2025

This Addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of the Addendum on PlanetBids™ per Bidders Information Sheet of the Contract Documents and Specifications. Failure to do so will result in the bid being deemed non-responsive.

Note: It is the responsibility of all bidders to notify all subcontractors from whom they request bids and from whom they accept bids of all changes contained in this addendum.

All other terms and conditions remain unchanged.

I. PLANETBIDS QUESTIONS AND ANSWERS

II. PLANS

I. PLANETBIDS QUESTIONS & ANSWERS
--

- 1. QUESTION: Is there any requirement for the Prime to self-perform work?**
ANSWER: See Section 3-2 (Self-Performance) of the Standard Specifications for Public Works Construction (Greenbook) for self-performance requirements for the prime contractor.
- 2. QUESTION: Are there a PLA or any other labor agreements for this project?**
ANSWER: See Section C for the Agreement the successful bidder shall enter into with CRIA.
- 3. QUESTION: Division 11 - Equipment, 11 13 00 Audio Visual Systems states (By Owner's Vendor). Has this vendor already been selected? Are they supplying equipment and labor?**
ANSWER: The vendor has not been selected and it is intended that the work identified on the Audio/Visual plans will be performed by the successful bidder.

4. **QUESTION: Does this project require bidding prime contractors to self-perform the work and if so what percentage?**

ANSWER: See Section 3-2 (Self-Performance) of the Standard Specifications for Public Works Construction (Greenbook) for self-performance requirements for the prime contractor

5. **QUESTION: Insurance require for General Liability is \$5M and \$10M, can you revise because it is very high limit compare to other projects?**

ANSWER: The limits set for General Liability are standard for CRIA projects of this size and complexity.

II. PLANS

The following sheets have been revised:

1. Contract Drawing No. 1
2. Contract Drawing No. 82 through 96

As known by ** END OF ADDENDUM NO. 2 ***



CITY OF INDUSTRY
15625 Mayor Dave Way
City of Industry, CA 91744

ADDENDUM NO. 3
TO THE CONTRACT DOCUMENTS FOR:

CIVIC RECREATIONAL INDUSTRIAL AUTHORITY
CONTRACT NO. EXPO-2139
EXPO CENTER PAVILION BUILDING UPGRADES

May 12, 2025

This Addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of the Addendum on PlanetBids™ per Bidders Information Sheet of the Contract Documents and Specifications. Failure to do so will result in the bid being deemed non-responsive.

Note: It is the responsibility of all bidders to notify all subcontractors from whom they request bids and from whom they accept bids of all changes contained in this addendum.

All other terms and conditions remain unchanged.

- I. SPECIFICATIONS
- II. PLANETBIDS QUESTIONS AND ANSWERS

I. SPECIFICATIONS

- 1. **TABLE OF CONTENTS**, add the following attachment:

Attachment 7 – 2023 Roof Survey by Independent Roofing Consultants, dated April 26, 2023

- 2. **SECTION F, ARCHITECTURAL SPECIAL PROVISIONS** *replace the below:*

Pages F-184R through F-201R

II. PLANETBIDS QUESTIONS & ANSWERS

- 1. **QUESTION: Is Builder's Risk insurance required for this project?**
ANSWER: Please refer to Section A of the Specifications for all the insurance requirements for this project.

2. **QUESTION: Are prevailing wages required to be paid on this project?**
ANSWER: Please refer to Section A of the Specifications for Prevailing Wage requirements for this project.

3. **QUESTION: The Door Schedule on Sheet A-6.0 shows several doors having hardware set #17 and set #18, however, these hardware sets are not defined within Specification Section 08 71 00 Door Hardware. Please provide the corresponding information related to hardware set #17 and set #18.**
ANSWER: See revised Specification Section 08 71 00 as part of this Addendum

4. **QUESTION: When are the estimated start/end dates?**
ANSWER: Start on or near September 1, 2025, and call for an inspection by LACPW Building and Safety prior to September 22, 2025 to use the permit pulled by the City of Industry, with the contract duration being 240 working days from agreed upon start date.

5. **QUESTION: From examining the site at the job walk in addition to looking at satellite images, some, if not all, of the scope of work displayed on sheet T-3 appears to have been completed. Could you please confirm whether this scope of work is included as part of this project?**
ANSWER: Sheet T-3 is shown for reference purposes only as Building and Safety required identification of ADA Parking Stalls and Access. Work shown was completed during a separate project prior to this project.

6. **QUESTION: The specifications currently require a general liability insurance policy with a coverage of at least \$5,000,000 per occurrence and \$10,000,000 general aggregate. Would it be acceptable if the Contractor were to provide excess umbrella coverage at \$10 million in lieu of the aforementioned general liability coverage limits? 5/10 million general liability limits for projects of this size are not typical.**
ANSWER: The insurance requirements and limits will be as specified in the Specification.

7. **QUESTION: LV plan page LV0.1 lists the Symetrix as the main DSP for the AV system, is it acceptable to replace this with a similar DSP from QSC?**
ANSWER: Symetrix DSP was selected to maintain compatibility with the rest of the devices in the AV system.

8. **QUESTION: A2.0 keynote #6 calls for the removal of existing roofing down to sheathing. Patch and repair existing sheathing as required. Since we are unable to determine how much sheathing will need repair, will we handle this as an allowance or time and materials during construction?**
ANSWER: See Attachment No. 7 as part of this Addendum.

9. **QUESTION:** The FF&E Notes on sheet A6.1 FF&E state that the Contractor is responsible for all OFCI items and instruct us to refer to the FF&E specifications and shop drawings. We cannot locate any FF&E specifications and/or shop drawings; please clarify.

ANSWER: There are no OFCI items as part of this project.

10. **QUESTION:** The bid as currently structured requires Contractors to fill out and submit a Subcontractor's List of Construction Trades in addition to listing subcontractors on PlanetBids. Could we please request to have this requirement changed so that Contractors are able to submit this form 24 hours following the bid's closing? This requirement is tedious and time consuming and cannot be completed ahead of time, as the subcontractors list is typically not finalized until last-minute, as many subcontractors' proposals are submitted last-minute.

ANSWER: Please refer to the documents checklist as found in Section B for when certain documents are required to be submitted.

11. **QUESTION:** Addendum 2, question 3 states that the city's vendor will supply the audiovisual equipment and labor. Will the vendor also provide the pathway, such as conduit, racks, boxes, and raceways?

ANSWER: The Contractor shall provide the necessary equipment and materials as necessary to provide a complete and functional system as noted on the plans.

12. **QUESTION:** Is there a specific license requirement for Foodservice equipment subcontractors and/or their second-tier subcontractor installers for this project?

ANSWER: Foodservice equipment contractors and/or subcontractors shall be the appropriate license as required by the Contractors State License Board (CSLB).

**** END OF ADDENDUM NO. 3 ****

Acknowledge

Yours truly,

/ of Industry
 er Pavilion Building Upgrades (EXPO-2139)
 on 04/10/2025
 15, 2025 10:00 AM (PDT)
 d on 05/15/2025

Unit Price * Quantity)

Item No	Description	UOM	QTY	FEC Future Contractors and Engineers Inc - Unit Price	FEC Future Contractors and Engineers Inc - Line Total
1	MOBILIZATION	LS	1	\$472,500.00	\$472,500.00
2	PREPARATION AND IMPLEMENTATION OF EROSION CONTROL PLANS.	LS	1	\$5,250.00	\$5,250.00
				Subtotal	\$477,750.00
3	DIVISION 2 - DEMOLITION (BUILDING)	LS	1	\$210,000.00	\$210,000.00
4	DIVISION 3 - CONCRETE (BUILDING SLAB AND FOOTING)	LS	1	\$105,000.00	\$105,000.00
5	DIVISION 5 - METALS	LS	1	\$15,750.00	\$15,750.00
6	DIVISION 6 - ROUGH CARPETRY/FRAMING	LS	1	\$420,000.00	\$420,000.00
7	DIVISION 7 - THERMAL AND MOISTURE PROTECTION	LS	1	\$105,000.00	\$105,000.00
8	DIVISION 8 - DOORS AND WINDOWS	LS	1	\$73,500.00	\$73,500.00
9	DIVISION 9 – FINISHES	LS	1	\$472,500.00	\$472,500.00
10	DIVISION 10 - SPECIALTIES	LS	1	\$52,500.00	\$52,500.00
11	DIVISION 11 – EQUIPMENT	LS	1	\$315,000.00	\$315,000.00
12	DIVISION 12 - BUILT IN CABINETS AND COUNTERS	LS	1	\$26,250.00	\$26,250.00
13	DIVISION 21 - FIRE SPRINKLERS (S)	LS	1	\$10,500.00	\$10,500.00
14	DIVISION 22 - PLUMBING (S)	LS	1	\$344,400.00	\$344,400.00
15	DIVISION 23 - HEATING, VENTILATION AND AIR-CONDITIONING (HVAC) (S)	LS	1	\$315,000.00	\$315,000.00
16	DIVISION 26 - BUILDING ELECTRICAL (S)	LS	1	\$630,000.00	\$630,000.00
17	DIVISION 27 - LOW VOLTAGE (A/V AND IT) (S)	LS	1	\$215,250.00	\$215,250.00
18	DIVISION 28 - SAFETY AND SECURITY (S)	LS	1	\$15,750.00	\$15,750.00
19	LEAD AND ASBESTOS ABATEMENT (S)	LS	1	\$3,150.00	\$3,150.00
				Subtotal	\$3,329,550.00
20	SAW CUT AND REMOVE 4" THICK PCC PAVING, INCLUDING 12" THICK BASE MATERIAL	SF	1655	\$24.15	\$39,968.25
21	SAW CUT AND REMOVE 4" THICK ASPHALT CONCRETE PAVING, INCLUDING 12" THICK BASE MATERIAL.	SF	1680	\$21.00	\$35,280.00
22	RAISE AND DISPOSE OF INTERFERRING 6' HIGH VINYL FENCING AND POST FOOTING	LF	16	\$262.50	\$4,200.00
23	REMOVE AND DISPOSE OF 4 INCH PVC DRAIN PIPE AND CLEAN-OUT	LF	77	\$15.75	\$1,212.75
24	REMOVE METAL GUARD RAILING	LF	46	\$105.00	\$4,830.00

Item No	Description	UOM	QTY	FEC Future Contractors and Engineers Inc - Unit Price	FEC Future Contractors and Engineers Inc - Line Total
25	CUT AND CAP 4 INCH PVC DRAIN PIPE	EA	1	\$2,100.00	\$2,100.00
26	REMOVE WATER FILTRATION SYSTEM, PRESSURE REGULATOR AND PVC PIPING. SALVAGE PER OWNER'S DIRECTION.	LS	1	\$10,500.00	\$10,500.00
27	REMOVE METAL DOWN SPOUT AND 5" DIA. INLET RISER.	EA	1	\$5,250.00	\$5,250.00
28	ADJUST METAL RAIN GUTTER TO FLOW TO ADJUSTENT NORTHERLY DOWN SPOUT.	LS	1	\$2,100.00	\$2,100.00
29	UNCLASSIFIED EXCAVATION AND EXPORT	CY	91	\$131.25	\$11,943.75
30	CONSTRUCT 6" CONCRETE PAVING OVER 12" CLASS II AGGREGATE BASE	SF	1325	\$52.50	\$69,562.50
31	CONSTRUCT 4" ASPHALT CONCRETE PAVING OVER 12" CLASS II AGGREGATE BASE.	SF	300	\$78.75	\$23,625.00
32	CONSTRUCT NEW 6' HIGH VINYL FENCE PANEL AND POST FOOTING PER DETAIL 2 ON SHEET 3 OF 4.	LF	16	\$52.50	\$840.00
33	CONSTRUCT SERVICE 5" THICK CONCRETE PAD OVER 6" CLASS II AGGREGATE BASE.	SF	69	\$105.00	\$7,245.00
34	CONSTRUCT 24" THICK GENERATOR PAD PER STRUCTURAL PLANS.	SF	730	\$52.50	\$38,325.00
35	CONSTRUCT VARIABLE HIGH C.M.U. RETAINING WALL PER STRUCTURAL PLANS AND PROFILES ON SHEET 4 OF 5.	LS	1	\$50,400.00	\$50,400.00
36	CONSTRUCT 6' HIGH X 3' WIDE DOUBLE VINYL SWING GATE WITH LATCH PER DETAIL 3 ON SHEET 3 OF 4.	EA	2	\$2,625.00	\$5,250.00
37	CONSTRUCT 4' HIGH X 4" DIA. REMOVABLE CONCRETE FILLED BOLLARD PER DETAIL 4 ON SHEET 4 OF 4.	EA	9	\$840.00	\$7,560.00
38	CONSTRUCT 3" HIGH DENSITY POLYETHYLENE (HDPE) YELLOW GAS PIPE AND ALL REQUIRED FITTINGS.	LF	30	\$157.50	\$4,725.00
39	INSTALL DUCT BANK AND TRENCH BACKFILL PER DETAIL 5 ON SHEET 4 OF 4.	LF	230	\$315.00	\$72,450.00
				Subtotal	\$397,367.25
40	FURNISH, DELIVER, AND INSTALL ON THE PAD 1000 kW/1250 kVA, 60 Hz, 1200 AMPS, 277/480 VOLT, 3 PHASE NATURAL GAS FUEL STANDBY GENERATOR WITH FAN AND ATTENUATED SOUND ENCLOSURE (SOUND 80 dBA AT 23 FEET AWAY FROM THE GENERATOR), CATERPILLAR MODEL G3512 OR APPROVED EQUAL.	LS	1	\$997,500.00	\$997,500.00

Item No	Description	UOM	QTY	FEC Future Contractors and Engineers Inc - Unit Price	FEC Future Contractors and Engineers Inc - Line Total
41	FURNISH FIVE (5) YEARS OF WARRANTY SERVICE FOR THE GENERATOR FOR ITEM NO. 40 ABOVE (DETAILS OF COVERAGE ARE SPECIFIED IN THE SPECIFICATION)	LS	1	\$10,500.00	\$10,500.00
42	TRANSFER SWITCH (ATS), 400A, 277/480V, 3 PHASE SCHNEIDER ELECTRIC ASCO SERIES 300 MODEL: J03ATSB30400NGOG OR APPROVED EQUAL	EA	1	\$27,300.00	\$27,300.00
43	FURNISH AND INSTALL 480V 1PHASE 60AS/50AF NEMA 3R WEATHERPROOF FUSE DISCONNECT SWITCH "F"	EA	1	\$1,575.00	\$1,575.00
44	FURNISH AND INSTALL 25KVA, 480V, 1 PHASE, 2 WIRE PRI. TO 120/208V, 3 WIRE SEC. NEMA 3R WEATHERPROOF DRY TRANSFORMER "T"	EA	1	\$5,775.00	\$5,775.00
45	FURNISH AND INSTALL 100 AMP MAIN (125 AMP BUS) 120/208V 1 PHASE, 3 WIRE SEC. 12-24 SPACE NEMA 3R ELECTRICAL PANEL "G1"	EA	1	\$1,575.00	\$1,575.00
46	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO GENERATOR	LF	70	\$52.50	\$3,675.00
47	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO GENERATOR.	LF	140	\$52.50	\$7,350.00
48	FURNISH AND INSTALL 3/0 GND. COPPER WIRE FROM ATS-1 TO GENERATOR.	LF	35	\$31.50	\$1,102.50
49	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO PAVILION BUILDING MAIN BREAKER ENCLOSURE "MS"	LF	460	\$57.75	\$26,565.00
50	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO PAVILION MAIN BREAKER "MS"	LF	920	\$11.55	\$10,626.00
51	FURNISH AND INSTALL 3/0 GND COPPER WIRE FROM ATS-1 TO PAVILION MAIN BREAKER "MS"	LF	230	\$21.00	\$4,830.00
52	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUITS FROM ATS-1 TO PAVILION PANEL "HA"	LF	460	\$57.75	\$26,565.00
53	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM ATS-1 TO PAVILION HIGH VOLTAGE PANEL "HA".	LF	920	\$15.75	\$14,490.00
54	FURNISH AND INSTALL 3/0 GND FROM ATS-1 TO PAVILION HIGH VOLTAGE PANEL "HA".	LF	230	\$21.00	\$4,830.00
55	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM ATS-1 TO GENERATOR CONTROLLER	LF	35	\$52.50	\$1,837.50
56	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM ATS-1 TO GENERATOR CONTROLLER.	LF	70	\$8.40	\$588.00

Item No	Description	UOM	QTY	FEC Future Contractors and Engineers Inc - Unit Price	FEC Future Contractors and Engineers Inc - Line Total
57	FURNISH AND INSTALL #8 GND COPPER WIRE FROM ATS-1 TO GENERATOR CONTROLLER.	LF	35	\$15.75	\$551.25
58	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T)	LF	245	\$10.50	\$2,572.50
59	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T) THROUGH THE	LF	490	\$4.20	\$2,058.00
60	FURNISH AND INSTALL #8 GND COPPER WIRE FROM "HA" TO HIGH SIDE OF 25KVA TRANSFORMER (T)	LF	245	\$2.10	\$514.50
61	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	10	\$63.00	\$630.00
62	FURNISH AND INSTALL #6 THWN COPPER WIRE FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	20	\$52.50	\$1,050.00
63	FURNISH AND INSTALL #8 GND COPPER WIRE FROM LOW SIDE OF 25KVA TRANSFORMER (T) TO PANEL (G1)	LF	10	\$31.50	\$315.00
64	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	15	\$84.00	\$1,260.00
65	FURNISH AND INSTALL #8 THWN COPPER WIRE FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	60	\$15.75	\$945.00
66	FURNISH AND INSTALL #8 GND COPPER WIRE FROM PANEL (G1) TO GENERATOR FOR HEATER AND CHARGER	LF	15	\$10.50	\$157.50
67	FURNISH AND INSTALL 1-INCH PVC SCH 40 CONDUIT STUB OUT FROM GENERATOR CONTROLLER TO GRAND ARENA	LF	500	\$26.25	\$13,125.00
68	FURNISH AND INSTALL 4-INCH PVC SCH 40 CONDUIT STUB OUT FROM STANDBY GENERATOR TO GRAND AREA	LF	1000	\$57.75	\$57,750.00
69	PERFORM A TEST RUN INCLUDING 6 HOURS OF LOAD BANK TO ENSURE GENERATOR, ATS, AND OTHER PARTS FUNCTION PROPERLY AFTER COMPLETION OF THE INSTALLATION AND ENERGIZE	LS	1	\$21,000.00	\$21,000.00
				Subtotal	\$1,248,612.75
70	FURNISH AND INSTALL 400 AMP 3 POLE BREAKER, 480/277V, 3PH, 4W, NEMA 3R MAIN BREAKER ENCLOSURE "MS"	EA	1	\$15,750.00	\$15,750.00

Item No	Description	UOM	QTY	FEC Future Contractors and Engineers Inc - Unit Price	FEC Future Contractors and Engineers Inc - Line Total
71	FURNISH AND INSTALL 480V, 3PH, 4 WIRE NEMA 3R ENCLOSURE E-MON D-MON METER OR APPROVED EQUAL	EA	1	\$5,250.00	\$5,250.00
72	FURNISH AND INSTALL 400 AMP, 480/277V, 3PH, 4 WIRE, NEMA 3R HIGH VOLTAGE PANEL "HA"	EA	1	\$8,400.00	\$8,400.00
73	FURNISH AND INSTALL 150 KVA, PRI:480V-3PH-3W, SEC: 120/208V,3PH,4W, DRY TRANSFORMER "T1"	EA	1	\$15,750.00	\$15,750.00
74	FURNISH AND INSTALL 120/208V, 3PH,4W, 400AF/400FS, NEMA 3R DISCONNECT SWITCH	EA	1	\$6,825.00	\$6,825.00
75	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT MIN 30" DEEP FROM EXISTING PULL BOX (PB-28) TO "MS"	LF	120	\$52.50	\$6,300.00
76	FURNISH AND INSTALL 500 KCMIL COPPER WIRES FROM SWITCHBOARD "DP-A" TO NEW "MS"	LF	3000	\$22.05	\$66,150.00
77	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "MS" TO "HA"	LF	20	\$52.50	\$1,050.00
78	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM "MS" TO "HA"	LF	80	\$24.15	\$1,932.00
79	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "HA" TO "T1"	LF	20	\$52.50	\$1,050.00
80	FURNISH AND INSTALL 4/0 THWN COPPER WIRE FROM "HA" TO HIGH SIDE OF "T1"	LF	60	\$10.50	\$630.00
81	FURNISH AND INSTALL 4 INCH PVC SCH 40 CONDUIT FROM "T1" TO 120/208V DISCONNECT SWITCH	LF	15	\$78.75	\$1,181.25
82	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM LOW SIDE OF "T1" TO 120/208V DISCONNECT SWITCH	LF	60	\$52.50	\$3,150.00
83	FURNISH AND INSTALL 4 INCH EMT CONDUIT FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	60	\$99.75	\$5,985.00
84	FURNISH AND INSTALL 500 KCMIL COPPER WIRE FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	180	\$73.50	\$13,230.00
85	FURNISH AND INSTALL #8 GND COPPER WIRE FROM 120/208V DISCONNECT SWITCH TO EXISTING PANEL "A" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	60	\$10.50	\$630.00

Item No	Description	UOM	QTY	FEC Future Contractors and Engineers Inc - Unit Price	FEC Future Contractors and Engineers Inc - Line Total
86	FURNISH AND INSTALL 1 1/4" EMT CONDUIT FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	70	\$26.25	\$1,837.50
87	FURNISH AND INSTALL #1 THHN COPPER WIRE FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	420	\$5.25	\$2,205.00
88	FURNISH AND INSTALL #8 GND COPPER WIRE FROM "HA" TO EXISTING PANEL "AA" (INSIDE OF PAVILION BUILDING ELECTRICAL ROOM)	LF	70	\$7.35	\$514.50
89	REMOVE EXISTING 4/0 FROM DP-A TO EXISTING PANEL "AA" (INSIDE PAVILION BUILDING ELECTRICAL ROOM)	LF	2500	\$2.10	\$5,250.00
90	REMOVE CONNECTION BETWEEN EXISTING PANEL "AA" AND EXISTING PANEL "A" INCLUDING CONDUITS, WIRES, DISCONNECT SWITCH AND STEP-DOWN TRANSFORMER AND DISPOSAL AS ELECTRICAL WASTE	LS	1	\$2,150.00	\$2,150.00
91	THE INSTALLATION OF MAIN BREAKER SERVICE, TRANSFORMER, DISCONNECT SWITCH AND OTHERS TO ELECTRICAL ROOM AND ENERGIZE	LS	1	\$12,600.00	\$12,600.00
				Subtotal	\$177,820.25
				Total	\$5,631,100.25



Contractor's License Detail for License # 959988

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 6/17/2025 8:49:03 AM

Business Information

FEC FUTURE CONTRACTORS AND ENGINEERS INC
 184 TECHNOLOGY DRIVE SUITE 205
 IRVINE, CA 92618
 Business Phone Number:(949) 328-9758

Entity Corporation
Issue Date 04/18/2011
Reissue Date 06/16/2020
Expire Date 06/30/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A - GENERAL ENGINEERING
- ▶ B - GENERAL BUILDING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OLD REPUBLIC SURETY COMPANY.
Bond Number: WLI2147403
Bond Amount: \$25,000
Effective Date: 01/13/2023
[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual MOHAMMAD NAZIR ARABI KATBI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 08/23/2021
[BQI's Bond History](#)

This license has workers compensation insurance with the [REDWOOD FIRE AND CASUALTY INSURANCE CO](#)

Policy Number:FEWC523368

Effective Date: 12/31/2024

Expire Date: 12/31/2025

[Workers' Compensation History](#)

Workers' compensation classification code(s):

52052 - Concrete/Cement Work-high wage

62201 - Excavation-high wage

8810 - Clerical Office Employees

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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1000624119 - FEC Future Contractors and Engineers, In

1000624119 - FEC Future Contractors and Engineers, In

Customer Account Lookup

PWCR

1000624119

Contractor Status

DIR Approved

CSLB

959988

Business Phone

9493289758

Ext

Registration Start Date

Legal Entity Name

Doing Business As (DBA)

Business Structure

President

Email

Registration End Date

Crafts

Address

Mailing Address

Mailing Address - City

Irvine

Mailing Address - State

CA

Mailing Address - Zip

92618-2923

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

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NOTICE OF EXEMPTION

To: County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Highway #2001
Norwalk, CA 90650

From: City of Industry
15625 Mayor Dave Way, Suite 100
City of Industry, CA 91744

Project Title: EXPO-2139 – Expo Center Pavilion Building Upgrades

Project Location - Specific: The project is located within the existing Pavilion Building located at the Exposition Center.

Project Location-City: City of Industry **Project Location-County:** Los Angeles

Description of Project: Upgrades to the existing Pavilion Building, include reconfiguration of the restrooms, addition of storage and changing rooms, new entry canopy, new walking refrigeration and food serving area and relocation of bar area. In addition, new lighting, HVAC system upgrades, flooring, paint, A/V and WiFi upgrades, relocation of main electrical service panel outside and related work, and new standby generator and related work.

Name of Public Agency Approving Project: City of Industry

Name of Person or Agency Carrying Out Project: City of Industry

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15301 Class 1 (a)
- Statutory Exemptions. *State code number:*

Reasons why project is exempt: The proposed project is exempt from the California Environmental Quality Act (“CEQA”) per Section 15301(a) of the CEQA Guidelines. Per Section 15301(a) 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 is exempt. The project consists of upgrades to the existing Pavilion Building, include reconfiguration of the restrooms, addition of storage and changing rooms, new entry canopy, new walking refrigeration and food serving area and relocation of bar area. In addition, new lighting, HVAC system upgrades, flooring, paint, A/V and WiFi upgrades, relocation of main electrical service panel outside and related work, and new standby generator and related work. The project does not result in an expansion of the use, as the maximum capacity will remain unchanged.

Lead Agency

Contact Person: Mathew Hudson

Telephone: (626) 333-2211

Signature: _____

Date: June 25, 2025

Title: Director of Public Works

ITEM NO. 6.8



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Mathew Hudson, Director of Public Works
James Cramsie, Sr. Director of Engineering

DATE: June 25, 2025

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with KDM Meridian, to provide record of survey at the Expo Center and Industry Hills, extending the term through June 30, 2026

Background:

In an effort to analyze and reconfigure the parcel lines throughout Industry Hills and the Expo Center, establishing a record of survey is required. Staff is seeking a qualified consultant to provide professional land survey services to assist with the preparation of a record of survey to re-establish the boundary of the City-owned parcels that comprise of the Expo Center and Industry Hills sites. The scope of work includes reviewing preliminary title reports, performing research on the intended external boundaries, including discussions with Staff prior to beginning field reconnaissance, and completing the boundary survey, preparation of and recordation of a record of survey. On March 13, 2024, the Board approved a Professional Services Agreement ("Agreement") with KDM Meridian ("KDM") to provide a record of survey at the Expo Center and Industry Hills in an amount not to exceed \$75,000.00 through June 30, 2025.

Discussion:

The Agreement expires on June 30, 2025, and Staff recommends approving Amendment No. 1 to extend the term through June 30, 2026, for KDM to continue providing these services as the project is still ongoing. There is sufficient budget remaining on the contract and no increase is needed at this time.

Fiscal Impact:

There is no fiscal impact associated with this Amendment.

Recommendation:

Staff recommends the Board approve Amendment No. 1 to the Agreement with KDM Meridian

Exhibits:

1. Amendment No 1 to the Professional Services Agreement with KDM Meridian dated June 25, 2025

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
KDM MERIDIAN**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 25th day of June 2025, (“Effective Date”) between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and KDM Meridian (“Consultant”), a California corporation. CRIA and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about March 13, 2024, the Agreement was entered into and executed between CRIA and Consultant to provide record of survey at the Expo Center and Industry Hills, in an amount not-to-exceed \$75,000 with a term through June 30, 2025; and

WHEREAS, the Agreement expires on June 30, 2025, and work is ongoing, Staff recommends extending the term though June 30, 2026, to allow for the work to be completed; and

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

AMENDMENT

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

1. TERM

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

This Agreement shall commence on Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2026, unless sooner terminated pursuant to the provisions of 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.

[SIGNATURES ON FOLLOWING PAGE]

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

“CRIA”
Civic Recreational Industrial Authority

“CONSULTANT”
KDM Meridian

By: _____
Joshua Nelson, Executive Director

By: _____
Richard Maher, President

Attest:

By: _____
Julie Gutierrez-Robles, Secretary, CMC

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

EXHIBIT A TO AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT WITH KDM MERIDIAN DATED
MARCH 13, 2024

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 13, 2024 ("Effective Date"), between the Civic-Recreational-Industrial Authority, a public body ("CRIA"), and KDM Meridian, a California corporation ("Consultant"). CRIA and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, CRIA 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, CRIA 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, 2025, 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 CRIA. The Services shall be performed by Consultant, unless prior written approval is first obtained from CRIA. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to CRIA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing professional land survey services, serving a public body.

(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) CRIA has not consented in writing to Consultant's performance of such work. No officer or employee of CRIA shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* 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 CRIA. If Consultant was an employee, agent, appointee, or official of CRIA 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 CRIA 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

CRIA Executive Director shall represent CRIA 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) CRIA 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 Seventy Five Thousand Dollars (\$75,000.00) 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 CRIA. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by CRIA and Consultant at the time CRIA'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 CRIA 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) CRIA may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the 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 CRIA suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CRIA shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to CRIA. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to CRIA 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 CRIA 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 CRIA or its designees at reasonable times to review such books and records; shall give CRIA the right to examine and audit said books and records; shall permit CRIA to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by 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 CRIA.

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 CRIA and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of 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 CRIA, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

(c) Duty to defend.

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

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

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to CRIA a wholly independent Consultant and/or independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither CRIA 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 CRIA. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CRIA, or bind CRIA in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CRIA shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for CRIA. CRIA 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, CRIA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 9 shall survive the termination of this Agreement, and are in addition to any other rights or remedies CRIA 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. CRIA, 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 CRIA in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CRIA has or will receive compensation, directly or indirectly, from 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 CRIA 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 CRIA, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

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 CRIA's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from CRIA, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within CRIA, unless otherwise required by law or court order. (b) Consultant shall promptly notify CRIA 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 CRIA, unless Consultant is prohibited by law from informing CRIA of such Discovery, court order or subpoena. CRIA 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 CRIA is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with CRIA and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CRIA's right to review any such response does not imply or mean the right by CRIA to control, direct, or rewrite said response.

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 CRIA: CRIA
15625 Mayor Dave Way
City of Industry, CA 91744

Attention: Executive Director

With a Copy To: James M. Casso, General Counsel
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746

To Consultant: KDM Meridian
1340 Reynolds Avenue, Suite 110
Irvine, CA 92614

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 CRIA.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide CRIA with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying CRIA 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 CRIA for such insurance.

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

CRIA 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 CRIA 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 CRIA 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.

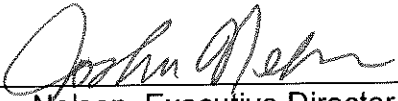
23. AUTHORITY TO EXECUTE THIS AGREEMENT

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.

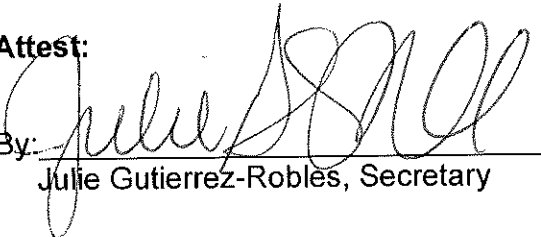
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

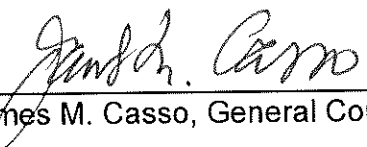
"CRIA"
Civic-Recreational-Industrial Authority

"CONSULTANT"
KDM Meridian

By: 
Joshua Nelson, Executive Director

By: 
Richard Maher, President

Attest:
By: 
Julie Gutierrez-Robles, Secretary

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

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following professional land survey services at Industry Hills and the Expo Center:

1. Provide all research material, equipment, tools, personnel, and supervision as necessary to complete the record of survey.
2. Establish horizontal and vertical control based on the SPC (NAD83, Zone 5, Epoch 2017.50) and NAVD88 (Derived from GPS ellipsoid heights).
3. Provide additional intervisible control from primary control within property for future use by land surveyors and or other consultants of CRIA. The layout of these points is shown in the image below.
4. Provide adjustments and standards utilized to achieve accuracies for both horizontal and vertical control being set.
5. Provide all survey data, record maps, field notes, etc. used in preparation of Record of Survey.
6. Preparation of Record of Survey shall be under the supervision of a Registered Land Surveyor, as required by the Professional Land Surveyors Act.
7. Submit Record of Survey to both the CRIA and County of Los Angeles for review.
8. Obtain final approval and recordation of Record of Survey with County of Los Angeles.

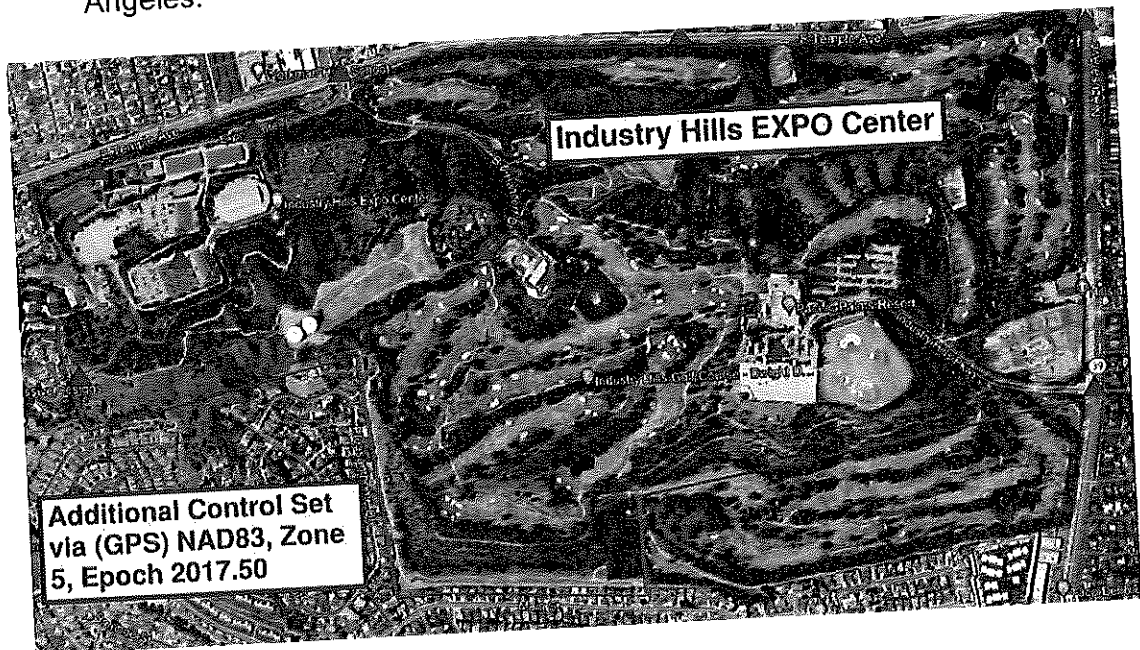


EXHIBIT B
RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
• Principal	\$240.00
• Project Manager	\$225.00
• Project Surveyor (Survey Map/Document Review Supervision)	\$210.00
• Survey Technician (Survey Map/Document Review)	\$170.00
• Clerical / Administration / Technical Aide	\$ 95.00
• Expert Witness (4 Hour Minimum)	\$500.00
• Survey Crew (1-person)	\$200.00
• Survey Crew (2 persons)	\$280.00
• Survey Crew (3 persons)	\$360.00

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of CRIA, 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 CRIA.

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

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

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

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

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

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

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

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

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

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

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

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

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

Timely notice of claims. Consultant shall give CRIA 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. 6.9



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Mathew Hudson, Director of Public Works
Dev Birla, Contract Electric Utility Director

DATE: June 25, 2025

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with IDS Group, Inc., for design services for the standby generator and other related services for Pavilion Upgrades, extending the term through June 30, 2027, revising the scope of services, revising rate schedule, and increasing compensation by \$90,000.00 (MP 01-34 # 24)

Background:

On July 15, 2024, the Board approved a Professional Services Agreement (“Agreement”) with IDS Group, Inc. (“IDS”) for the architectural and engineering services to add a standby generator as backup power at the Pavilion Building, in an amount not-to-exceed \$50,000.00, through June 30, 2026. The scope of work included the preparation of plans and specifications for the installation of a new natural gas-powered stand-by generator to service the Pavilion Building with a future expansion to service the Grand Arena. Work involved the sizing of the generator, conduit and equipment layouts, coordination with the Gas Company and design of generator support pad and enclosure.

Discussion:

The plans and specifications were recently completed for CRIA’s project, EXPO-2139 Pavilion Upgrades, which included the standby generator sized for backup power for both the Pavilion Building and Grand Arena with the detailed design for the Pavilion Building, only. The project has gone through the bidding process and is on the agenda to award the construction contract.

The construction is expected to start on or near September 1, 2025. The City obtained the Building and Safety permit for this project. During the design process the generator’s location

had to be changed based on its best location and there were other design issues. The plans and specifications for the standby generator require a separate electrical permit and it has to be submitted to LACPW Building and Safety for plan check and an electrical permit. In addition, support during the construction phase is required to attend pre-construction meetings, and other meetings, as required, to review submittals, respond to RFIs and change orders, and a final site visit to make a punch list of items to be corrected and as built drawings. Staff recommends approval of Amendment No. 1 to extend the term through June 30, 2027, revise the scope of services to add construction support, and increase compensation by \$90,000.00.

Fiscal Impact:

Table 1 - Summary of Costs

Contract Amount	\$50,000.00
Amendment No. 1	\$90,000.00
Revised Agreement Cost	\$140,000.00

The fiscal impact for Amendment No. 1 is \$90,000.00. In the approved Fiscal Year 2024-2025 Capital Improvement Project budget, \$200,000.00 is budgeted for this work (MP 01-34 #24, Account No. 121-713-5130). In the FY 25-26 CIP budget, \$500,000.00 is proposed for this project, subject to the approval of the budget by the board.

Recommendation:

Staff recommend that the CRIA Board approve Amendment No.1 to the Agreement with IDS Group.

Exhibits:

1. Amendment No. 1 to the Professional Services Agreement with IDS Group, Inc., dated June 25, 2025

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
IDS GROUP, INC**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 25th day of June 2025, (“Effective Date”) between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and IDS Group, Inc., a California corporation (“Consultant”). CRIA and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about June 6, 2024, the Agreement was entered into and executed between CRIA and Consultant to provide architectural engineering services to add a standby generator as backup power at Pavilion Building; and

WHEREAS, construction is expected to start on or near September 1, 2025, and Consultant will need to provide construction support during the construction phase, which requires permit support, attendance at pre-construction meeting, and other meetings, as required, review submittals, respond to RFIs and change orders, and make a final site visit for a punch list of items to be corrected and create as-built the drawings. It is necessary to extend the term through June 30, 2027 for this work, revise scope of services to include construction support, revise the rate schedule to reflect the Consultant’s current rates, and increase compensation by \$90,000.00: and

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

AMENDMENT

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

1. TERM

Section 1, Term, 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 June 30, 2027, unless sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

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

(a) CRIA agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B (“Rate Schedule”), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Forty Thousand Dollars (\$140,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

EXHIBIT A, SCOPE OF SERVICES

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

EXHIBIT B, RATE SCHEDULE

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

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

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

“CRIA”
Civic Recreational Industrial Authority

“CONSULTANT”
IDS Group, Inc.

By: _____
Joshua Nelson, Executive Director

By: _____
Said Hilmy, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1
EXHIBIT A
SCOPE OF SERVICES

Upon CRIA's written authorization to proceed, Consultant shall provide the following Architectural, Plumbing, and Electrical Engineering services for the Project as follows:

A. *Permitting Process (AHJ)*

1. Consultant's Project Managers (PM) shall support in preparing the set of plans and other documents for permit application to be submitted for plan check and review.
2. The consultant's PM shall monitor the status of the review.
3. The consultant's team shall respond to the city/county plan -check comments and revise drawings as necessary for resubmission.
4. The consultant's PM shall inform the CRIA once the set and documents are approved for construction permit.
5. The consultant will not be responsible for all fees necessary for permitting.

B. *Meetings and Site Visits*

1. Consultant's Project Managers shall attend the Roles and Responsibilities Meeting via Teleconference with CRIA / Expo Centers stakeholders and Inspector of Record (IOR) to discuss roles, responsibilities, processes, and procedures during the Construction Phase for the standby generator and related work. C R I A will determine the meeting date, time, location, and teleconferencing method.
2. At a minimum, the Consultant's Project Manager shall attend the Pre-Construction Meeting with CRIA and the construction contractor. Assist CRIA in preparation of the meeting agenda and recording meeting minutes.
3. The Consultant's Project Manager shall attend Construction Meetings as required for the duration of the Construction Phase. At a minimum, attend 2 meetings at the project site and the remaining meetings via teleconference.
4. CRIA will conduct site visits as required to review the Construction Contractor's work for progress assessment, compliance with construction documents, and other project requirements. Consultant may schedule the site visit(s) on the same day(s) as the on-site Construction Meeting(s).
5. At CRIA's direction, Consultant's Project Manager and engineers shall conduct a site visit to perform Final Review of each phase of the project to develop a Punch List consisting of documentation and photographs of deficiencies and defects observed. Develop and submit the Punch List for each phase to CRIA Project Director within 3 calendar days of the site visit.

c. *Construction Support*

1. Advise CRIA and Construction Manager of any defects or deficiencies in the Construction Contractor's work observed on site, in photographs, and in inspection reports. Consultant shall not issue instructions to Construction Contractor and shall provide CRIA recommendations of corrective actions to address the defects and deficiencies.
2. During construction, expeditiously furnish all necessary additional drawings and documents for supplementing, clarifying, or correcting the Construction Documents and issue Additional Detail Instructions (ADI), required by to address errors or omissions in

the Construction Documents, and to address changes to the project.

3. Review testing and inspection reports and notify CRIA of any concerns with the report information.
4. Review and approve project submittals including product information, shop drawings, mock-ups, samples, O&M Manuals, warranties, substitution requests, and other documents for compliance with Construction Documents. Incorporate CRIA stakeholders' review comments for materials and equipment requiring joint review such as finishes, colors, equipment features and configurations. Reviews will be performed using paper and electronic copies. Consultant must complete a review of the project submittals and submit responses to CRIA Project Director-CM within 14 calendar days of receipt of project submittals. Complete re-submittal reviews within 7 calendar days of receipt. Notify CRIA in writing when an item requires more than 2 re-submittals.
5. For all product substitution requests, Consultant shall provide CRIA with manufacturer's product data for the proposed substitute product and the originally specified product and provide recommendation of approval or rejection of the request. Issue approval or rejection of the request after obtaining concurrence from CRIA Project Director.
6. Respond to each Request for Information (RFI) within 7 calendar days of receipt. Consultant must respond to all RFIs including clarification of Construction Documents, Construction Contractor's proposed corrective actions, alternate means of construction, field and site conditions, and errors and omissions in the Construction Documents.
7. Review Proposed Change Orders. Provide detailed cost estimates including labor and material costs of the proposed changes for CRIA review.

Close-Out Phase

1. Review the equipment operations and maintenance manuals for contractor-furnished equipment, as submitted by the Construction Contractor for accuracy and completeness.
2. Review and incorporate the as-built drawings and specifications submitted by the Construction Contractor, all RFIs, ADIs, change orders, and other changes and corrections occurred on the project into the **Final As-Built Documents**.
3. In accordance with the Deliverables Schedule, submit the native AutoCAD or Revit files, MS Word files, PDFs, (3) sets of full-size hardcopies and (3) sets of half size hardcopies of the **Final As-Built Documents** prior to the scheduled OSFM final inspection.
4. Prepare and submit close-out documents required by regulatory agencies.

ATTACHMENT 2

EXHIBIT B

RATE SCHEDULE

Title	Rate
Principal	\$235.00
Project Architect/ PM	\$215.00
Project Engineer/ PM (Electrical, Structural and Plumbing)	\$200.00
Designer	\$190.00

EXHIBIT A TO AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT WITH IDS GROUP INC.
DATED JUNE 6, 2024

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of June 6, 2024 (“Effective Date”), between the CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY, a municipal corporation (“CRIA”) and IDS Group, Inc., a California corporation (“Consultant”). CRIA and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, CRIA 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, CRIA and Consultant agree as follows:

1. TERM

This Agreement shall commence on April 1, 2024, 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 CRIA. The Services shall be performed by Consultant, unless prior written approval is first obtained from CRIA. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to CRIA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing architectural and electrical engineering design services, serving a public body.

(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) CRIA has not consented in writing to Consultant's performance of such work. No officer or employee of CRIA shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* 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 CRIA. If Consultant was an employee, agent, appointee, or official of CRIA 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 CRIA 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

CRIA Executive Director shall represent CRIA 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) CRIA 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 CRIA. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by CRIA and Consultant at the time CRIA'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 CRIA 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) CRIA may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the 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 CRIA suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CRIA shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to CRIA. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to CRIA 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 CRIA 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 CRIA or its designees at reasonable times to review such books and records; shall give CRIA the right to examine and audit said books and records; shall permit CRIA to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by 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 CRIA.

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 CRIA and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of 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 CRIA, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

(c) Duty to defend.

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

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

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to CRIA a wholly independent Consultant and/or independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither CRIA 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 CRIA. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CRIA, or bind CRIA in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CRIA shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for CRIA. CRIA 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 CRIA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 9 (c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the CRIA 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. CRIA, 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 CRIA in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CRIA has or will receive compensation, directly or indirectly, from 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 CRIA 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 CRIA, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

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 CRIA's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from CRIA, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within CRIA, unless otherwise required by law or court order. (b) Consultant shall promptly notify CRIA 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 CRIA, unless Consultant is prohibited by law from informing CRIA of such Discovery, court order or subpoena. CRIA 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 CRIA is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with CRIA and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CRIA's right to review any such response does not imply or mean the right by CRIA to control, direct, or rewrite said response.

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 CRIA: CRIA
15625 Mayor Dave Way
City of Industry, CA 91744

Attention: Executive Director

With a Copy To: James M. Casso, General Counsel
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746

To Consultant: IDS Group, Inc.
1 Peters Canyon Road, Suite 130
Irvine, CA 92606

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 CRIA.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide CRIA with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying CRIA 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 CRIA for such insurance.

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

CRIA 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 CRIA 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 CRIA 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.

“CRIA”

Civic-Recreational-Industrial Authority

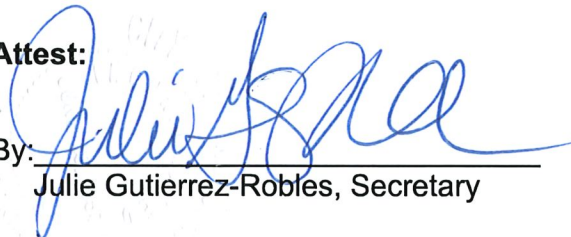
By: 
Joshua Nelson, Executive Director

“CONSULTANT”

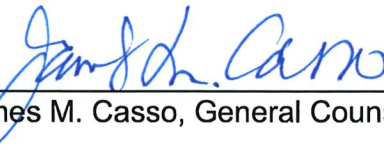
IDS Group, Inc.

By: 
Saïd Hilmy, CEO

Attest:

By: 
Julie Gutierrez-Robles, Secretary

Approved as to form:

By: 
James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Consultant will provide electrical and architectural support services to CRIA for a standby generator for backup power and other related work at the Expo Center Pavilion Building. The scope of work includes:

I. ARCHITECTURAL

Scope of Work

- Provide the following information in the set for Permit, Bid, and Construction.
 - Site Plan
 - Floor Plans - to review and update as needed.
 - Details

III. PLUMBING

Scope of Work

- Design natural gas supply system for the new electrical generator at proposed site location.
- Select proper size for gas pressure regulator and emergency gas shut off valve for new generator.
- Coordination with CRIA's civil engineer and natural gas purveyor.

III. ELECTRICAL

Scope of Work

- Size a new generator with two ATS switches, per new load demand as required to back up 100 percent of the electrical loads for Pavilion Building and critical loads of the Grand Arena.
- Review and revise single-line diagrams and proposed layout of equipment outside the Pavilion Building to remove the indoor electrical service panel and transformer from the existing electrical room to the exterior southeast corner of the building.
- Show required below and aboveground conduits to the new electrical equipment and generator for connections to electrical systems at the Pavilion in addition to the Grand Arena loads.
- Show underground conduits and ATS switch for Grand Arena's future back-up system.
- Revise the single line diagram to show additional emergency power transfer loads to all related panels within the revised electrical design.

EXHIBIT B
RATE SCHEDULE

Hourly Rates as below:

- | | |
|--|----------|
| • Principal | \$216.00 |
| • Project Manager and Project Engineer | \$178.00 |
| • Architectural Designer | \$116.00 |
| • Designer | \$104.00 |

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of CRIA, 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 CRIA.

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

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

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

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

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

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

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

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

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

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

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

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

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

Timely notice of claims. Consultant shall give CRIA 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. 6.10



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Mathew Hudson, Director of Public Works
James Cramsie, Sr. Director of Engineering
Dev Birla, Contract Electric Utility Director

DATE: June 25, 2025

SUBJECT: Consideration of Amendment No. 8 to the Professional Services Agreement with IDS Group, Inc., for architectural services for the New Banquet Facility project, extending the term through June 30, 2027 (CIP-EXPO-18-017 B/MP 01-34 #35)

Background:

On December 13, 2018, the City Council approved a Professional Services Agreement (“Agreement”) with IDS Group, Inc. (“IDS”) for architectural services for the Avalon Room and Patio Café Improvements (“Project”) for an amount not-to-exceed \$226,550.00. The Project entailed providing final architectural and engineering construction documents for upgrades to the existing Avalon Room and Patio Café based on the conceptual drawings approved by the City Council in 2017. The conceptual drawings were done by another consultant.

On February 13, 2020, the City Council approved Amendment No. 1, which revised the scope to include the addition of the design of the Temporary Facility, extended the term through December 31, 2021, and increased compensation to \$330,606.00. The Temporary Facility was later renamed the New Banquet Facility.

On April 7, 2021, the CRIA Board (the “Board”) approved Amendment No. 2, in which the City assigned the Agreement to CRIA, given that the work is being performed at the Expo Center, revised the scope to include additional scope for the design of the Avalon Room, extended the term through June 30, 2022, included indemnity language specific to independent contractors, and increased the compensation to \$613,680.00. The New Banquet Facility project was given its own project number, MP 01-34 #35, and a separate budget.

On November 10, 2021, the Board approved Amendment No. 3, to revise the scope of work for additional items to be incorporated into the design for the New Banquet Facility, including audio video elements, information technology elements, security system, and specialty lighting, extending the term through December 12, 2024, and authorizing a companion budget increase of \$87,592.00.

On March 4, 2022, the Board approved Amendment No. 4, which revised the scope to include improvements to the Expo Center office in the Avalon Building. The improvements included the replacement of carpet flooring with tile, removal of wallpaper and addition of paint, replacement of six external doorways for enhanced security, and upgrade of the kitchenette. The Amendment also increased compensation by \$8,618.00.

On June 28, 2022, the Board approved Amendment No. 5, which revised the scope of architectural services for the Avalon Building Bar area to integrate bar equipment and cabinet plan to accommodate new equipment, install additional plumbing for the new bar equipment, and replace chandelier and track lighting to compliance with Title 24 energy efficiency requirements. This amendment increased compensation by \$7,580.00.

On October 12, 2022, Amendment No. 6 was approved by the Board to revise the scope of services to add a natural gas-powered standby generator and relocate the electrical service panel outdoor for easy access to the Fire Department to shut-off power in an emergency and other related work for the New Banquet Facility, increase the compensation by \$ 125,000.00, and extend the term through June 30, 2025.

On August 9, 2023, Amendment No. 7 was approved by the Board to revise the scope of services and increasing compensation by \$26,442.00.

Discussion:

This project is currently on hold but may be revived at a later date. The term of this Agreement will expire on June 30, 2025, and Staff recommends extending the term through June 30, 2027 to keep the contract active.

Fiscal Impact:

There is no fiscal impact associated with this amendment.

Recommendation:

Staff recommend that the CRIA Board approve Amendment No. 8 to the Professional Services Agreement with IDS Group, Inc.

Exhibits:

1. Amendment No. 8 to the Professional Services Agreement with IDS Group, Inc. dated June 25, 2025

**AMENDMENT NO. 8
TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES
WITH IDS GROUP, INC.**

This Amendment No. 8 to the Professional Services Agreement (“Agreement”), is made and entered into this 25th day of June 2025 (“Effective Date”), between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and IDS Group, Inc., a California corporation (“Consultant”). CRIA and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about December 13, 2018, the Agreement was entered into and executed between the City of Industry (“City”) and Consultant to provide professional services for the Avalon Room and Patio Café Improvement Project; and

WHEREAS, on or about February 13, 2020, Amendment No. 1 was approved to extend the term of the Agreement, amend the scope of services, revise the rate schedule to reflect Consultant’s current rates, and to update the address for the City Attorney; and

WHEREAS, on or about April 7, 2021, Amendment No. 2 was approved, assigning the Agreement from the City to CRIA, extending the term through June 30, 2022, amending the scope of services, and including a companion budget increase of \$56,524.00. Additionally, it was necessary to comply with best practices and include indemnity language specific to independent contractors; and

WHEREAS, on or about November 10, 2021, Amendment No. 3 was approved to amend the Agreement to allow Consultant to perform additional services, to extend the term through December 12, 2024 to complete the additional services, and provide a companion increase in compensation of \$87,592.00; it was also necessary to amend the Agreement to reflect the current address for CRIA; and

WHEREAS, on or about March 9, 2022, Amendment No. 4 was approved to amend the Agreement to include improvements to the Expo Center Office, which included the replacement of carpet flooring with tile, removal of wallpaper and addition of paint, replacement of six external doorways for enhanced security and upgrade of kitchenette, and increase compensation by \$8,618.00; and

WHEREAS, on or about June 28, 2022, Amendment No. 5 was approved to amend the Agreement to include integrating bar equipment, revising the cabinet plans to accommodate new bar equipment, installing additional plumbing fixtures for the new bar equipment, replacing the chandelier and track lights with new lighting for compliance with Title 24 energy efficiency requirements, and authorizing a budget increase of \$7,580.00; and

WHEREAS, on or about October 12, 2022, CRIA approved Amendment No, 6 to revise the scope of services to include a new natural gas-powered standby generator, relocate the electric service panel outside the building for easy access to Fire Department to shut-off power in the event of an emergency, and perform other related work; increase compensation by \$125,000.00, and extend the term through June 30, 2025; and

WHEREAS, on or about August 9, 2023, CRIA approved Amendment No, 7 to revise the scope of services and increase compensation by \$26,442.00; and

WHEREAS, the project is currently on hold, however the Agreement expires on June 30, 2025, and Staff recommends extending the term through June 30, 2027, to keep the contract active; and

WHEREAS, for the reasons set forth herein, CRIA and Consultant desire to enter into this Amendment No. 8, as set forth below.

AMENDMENT

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

1. TERM

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

This Agreement shall commence on Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2027, unless sooner terminated pursuant to the provisions of 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 have executed this Amendment No. 8 to the Agreement as of the Effective Date.

“CRIA”
Civic Recreational Industrial Authority

“CONSULTANT”
IDS Group, Inc.

By: _____
Joshua Nelson, Executive Director

By: _____
John Silber, Principal Architect

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

**EXHIBIT A TO AMENDMENT NO. 8:
PROFESSIONAL SERVICES AGREEMENT WITH IDS GROUP, INC.,
DATED DECEMBER 13, 2018**

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of December 13, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and IDS Group, 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 July 5, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

City's 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 Two Hundred Twenty-Six Thousand Five Hundred and Fifty dollars (\$226,550.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:

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

Attention: City Manager

With a Copy To:

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

To Consultant:

John Silber, Principal Architect
IDS Group, Inc.
1 Peters Canyon Road, Suite 130.
Irvine, CA, 92606.

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

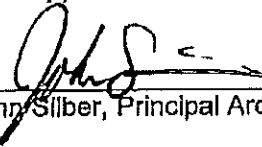
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

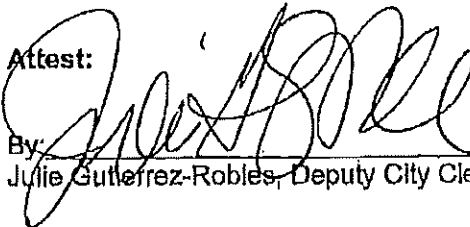
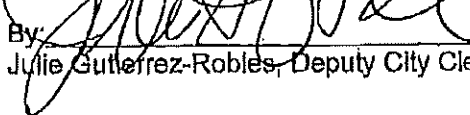
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
City of Industry

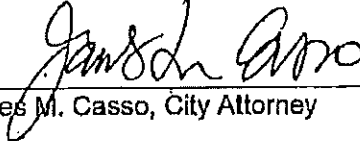
"CONSULTANT"
IDS Group, Inc.

By: 
Troy Helling, City Manager

By: 
John Silber, Principal Architect

Attest: 
By: 
Julie Gutierrez-Robles, Deputy City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

I. Site Field & Project Scope Verification

Kick-off Meeting: The Consultant will meet with the City to review transition of the project to design development. At this meeting also receive end-user feedback to the existing conceptual design. [Meeting #1]

Field verify existing conditions: the Consultant will make a visual inspection, photograph and make field measurements within the limits of the work proposed.

II. Development of Plans, Specifications, and Estimate (PS&E)

Consultant will develop the project PS&E as follows.

Schematic Design: Revise the schematic design once the existing concept design floor plans are provided to Consultant; revisions will address end-user comments. Where more than one viable solution is identified Consultant will provide up to three (3) alternates. Meet with the City [Meeting #2] to review the revisions proposed to seek City guidance going forward.

Provide to the City's Geotechnical Engineer a scoping document for the Preliminary Geotechnical Report.

Design Development: Prepare Design Development Plans. Consultant will develop the schematic design illustrated by dimensioned building and site plan designs, building cross and transverse sections, exterior elevations, and site plans. Consultant will complete preliminary engineering and design drawings for the building structural, mechanical (plumbing), and electrical systems including lighting. Consultant will submit the Design Development deliverables at a meeting with the City. [Meeting #3]

Construction Documents to "Plans ready for plan check submittal." Consultant will develop construction documents including data, plans and exhibits, applications and documents as needed to obtain all necessary building permits and approvals from The City of Industry.

Detailed construction cost estimate and preliminary construction schedule Consultant will prepare a professional opinion of likely construction costs for the developed design and submitted to the City accompanied by his professional opinion of the likely construction schedule. Consultant's cost estimate for the project will be an itemized "schedule of values." Consultant will present the PS&E progress set and construction estimate and construction schedule at a meeting with the City. [Meeting #4]

Permits and Construction Documents to "permits ready to issue" Consultant will be responsible for necessary coordination for processing the plan review and approvals and make any corrections for comments received and resubmit plans for approvals as necessary, until final approval of plans is received. In addition, Consultant will coordinate

documents with other disciplines providing design (such as civil, landscape, etc.) and approvals, Consultant will coordinate with the City such that the final plans include the City's input and comments.

"Ready to bid" PS&E Package Consultant will prepare complete PS&E bid package ready for bidding. The PS&E design will include providing all necessary services and preparing all necessary plans required for the construction of the project in all detail. Consultant will prepare complete technical specifications for the project. City will provide Administrative Section of the Specifications.

III. Construction Contract Bidding and Negotiation (BN) Phase

Consultant will assist the City with the process of securing bids and negotiating the Construction Contract Award as follows:

Pre-bid Job Walk the Consultant's Project Manager will attend one pre-bid job walk

Bidders' Requests for Information (RFI's) Consultant will prepare written/graphic responses to bidders RFI's interpreting/clarifying the intent drawings and technical specifications

Consultant will review bid costs/schedule of values of 3 low bidders and inform City if the costs are in line with estimates.

IV. Construction Administration Phase

During the construction administration period, Consultant will perform the following services:

Consultant will provide support to City by providing written and/or graphic responses with reasonable promptness clarifying items which relate to the PS&E package prepared by Consultant to written questions submitted to Consultant (RFI's and Architect's Supplemental Instructions).

Review and take other appropriate action with reasonable promptness upon contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the work as provided in the construction contract documents review and approve shop drawings with reasonable promptness to be submitted by the contractor as per the PS&E package.

When requested, attend monthly construction meetings with the City, contractor, and other involved parties.

During the monthly construction meeting observe, evaluate and report to the City upon representative samples of the work and report to the City defects and deficiencies in the work observed during the site reviews.

When requested, review and make recommendations to the City regarding the Contractor's Application(s) for Payment based on the Architect's observation and evaluation of the

progress of the work in the value proportionate to the amount of the construction contract, of work performed and products delivered to the Place of the Work.

Render written findings within a reasonable time, on all claims, disputes and other matters in question between the City and the contractor relating to the execution or performance of the work or the interpretation of the construction contract documents.

Render interpretations and findings consistent with the intent of and reasonably inferable from the construction contract documents; showing partiality to neither the City nor the contractor; but Consultant shall not be liable for the result of any interpretation or finding rendered in good faith in such capacity.

Based on direction from the City, have the authority to reject work which does not conform to the construction contract documents, and whenever, in the Architect's opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of Work, whether or not, such work has been fabricated, installed or completed.

When requested, prepare change orders and change directives for the City's approval and signature in accordance with the construction contract documents.

With the City's approval, have the authority to order minor adjustments in the work which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the contract price or an extension of the contract time.

V. Meetings

Meetings During the development of PS&E documents the Consultant's Project Manager will attend in person the following meetings. (Individual A/E project team members will attend these meetings via teleconference as needed.)

Additional concept development meetings/workshops with the City provided upon request and authorization as additional services, when approved by the City.

4 meetings provided with the City as listed above.

Presentations to the City Council or other public body provided upon request and authorization as additional services.

EXHIBIT B
RATE SCHEDULE

The following hourly rates shall apply:

Principal	\$190.00
Project Manager	\$135.00
Project Architect	\$135.00
Project Engineer	\$135.00
Cost Estimator	\$135.00
Designer/Draftsperson	\$ 98.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM NO. 7.1



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Julie Gutierrez Robles, City Clerk

DATE: June 25, 2025

SUBJECT: Consideration of Appointment for One (1) Upcoming Vacant Seat on the Industry Property and Housing Management Authority

Background:

In accordance with Article II. General Provisions, Section 2.03, Board of Directors, of the City of Industry Property and Housing Management Authority Joint Exercise of Powers Agreement, amended under Resolution No. CC 2018-43, the Authority consists of five (5) Directors, with four (4) Board members appointed by the City Council and one (1) appointed by CRIA. Each member serves a term of four (4) years.

Discussion:

At this time, there is One (1) upcoming vacant seat on the Industry Property and Housing Management Authority. The seats are appointed by the City Council for a term of four (4) years. To fill the vacancy, the City Clerk issued a notice of vacancy on May 2, 2025, inviting applications for the open seat. Applications were submitted by the following people:

- Tim Seal
- Timothy O'Gorman
- Marian Kane

The applications are attached to this staff report.

Fiscal Impact:

No Fiscal Impact

Recommendation:

Discuss and make appointments to the Industry Property and Housing Management Authority and/or provide additional direction to Staff.

Exhibits:

1. IPHMA Applications



CITY OF INDUSTRY

CITY OF INDUSTRY

APPLICATION FOR CITY COMMISSION, AUTHORITY, OR ADVISORY COMMITTEE

To: The Honorable Mayor and Members of the City Council

Please accept this correspondence as my formal interest in serving on the
City of Industry Property + Housing Management Authority.

I very much appreciate your consideration.

Sincerely,

MARIAN KANE

Print your name

25619 Peppermit Pl, Murrieta Ca 92562
Address

949 251-5642

Phone Number

m.kane1@outlook.com

Email Address

Marian Kane

Signature

5/21/2025

Date

TO: Mayor Cory Moss, Mayor Pro Tem Michael Greubel, Council Members Mark Radecki, Newell Ruggles and Steve Marcucci

FROM: Marian Kane

DATE: May 21, 2025

SUBJECT: Vacancies for IPHMA and CRIA Boards

I would like to express my interest in serving as a board member on the Industry Property and Housing Management Authority. I am no longer a City employee, but I would welcome the opportunity to serve the City in some capacity.

I became a City employee in July 2008 answering the phones and became the secretary to the City Engineer in 2009 until I retired in December 2016. In July of 2018, I returned as a part-time retiree assisting in various departments such as Planning, Engineering, the City Clerk's office and Accounting.

I was very fortunate to become a City resident located at 20137 E. Walnut Drive South from January 2009 to December 2016. It was a privilege to live in a City-owned home and I maintained the home as if it were my own. As a prior resident, I feel confident that I could be a valuable asset serving on the IPHMA board, but I would also like to be considered for a position on CRIA as well.

Thank you for your time and I hope to be considered for a position that would best serve the City.

Respectfully submitted,



Marian Kane



CITY OF INDUSTRY

CITY OF INDUSTRY

APPLICATION FOR CITY COMMISSION, AUTHORITY, OR ADVISORY COMMITTEE

To: The Honorable Mayor and Members of the City Council

Please accept this correspondence as my formal interest in serving on the
City of Industry Property and Housing Management Auth.

I very much appreciate your consideration.

Sincerely,

Tim Seal
Print your name

Phone Number

Tim.Seal@Delhaverca.org
Email Address

[Signature]
Signature

5/2/25
Date



CITY OF INDUSTRY

CITY OF INDUSTRY

APPLICATION FOR CITY COMMISSION, AUTHORITY, OR ADVISORY COMMITTEE

To: The Honorable Mayor and Members of the City Council

Please accept this correspondence as my formal interest in serving on the
City of Industry Property and Housing Management Authority.

I very much appreciate your consideration.

Sincerely,

Timothy O'Gorman

Print your name

Phone Number

timo@circomp.com

Email Address



Signature

05/01/2025

Date

ITEM NO. 7.2



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman and Board Members

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

DATE: June 11, 2025

SUBJECT: Civic-Recreational-Industrial Authority April 30, 2025 Financial Report

Executive Summary:

Management is continuing to book and hold events depending upon availability of the venue. Prime dates are always in demand.

Expo Center:

For the month ended April 30, 2025, the Expo Center generated revenues of \$196,392 and expenses of \$198,618 resulting in a net operating loss of \$2,226.

Year to date revenues amounted to \$1,610,890, which represents approximately 94% of the budgeted revenues of \$1,711,100 for the year ended June 30, 2025.

Year to date operating expenses through April 30, 2025 amounted to \$2,207,125, which represents approximately 85% of the budgeted expenses of \$2,610,200 for the year ended June 30, 2025.

Revenues and expenses are in line with the budgeted amounts for the year ended June 30, 2025.

The Expo Center received year to date net transfers of \$518,000 from the Capital Project fund through April 30, 2025.

Capital Projects Fund:

This fund is accounting for the general operating activities of CRIA. Total budgeted expenditures for the year ended June 30, 2025 amount to \$2,677,896. The Fund has incurred \$1,441,459 of year to date expenditures through April 30, 2025 which represents approximately 54% of budgeted expenditures. Year to date transfers from the City of Industry amounted to \$2,477,999 of which \$518,000 was transferred to the Expo Center resulting in net transfers of \$1,959,999 retained in the fund.

Capital Improvement Fund:

This fund is accounting for the capital improvement projects that are budgeted for the year ending June 30, 2025. The budget is \$4,750,000. For the month ended April 30, 2025, expenditures for capital improvements amounted to \$64,399 with year to date expenditures of \$363,868. This represents 8% of total budgeted expenditures for the year ended June 30, 2025.

Description of Reports:

The monthly financial statements, as shown in Exhibit A, are a comprehensive document reflecting the financial position and the result of operations of the Authority at April 30, 2025.

Fiscal Impact:

There is no fiscal impact as result of this action.

Recommendation:

Receive and file.

EXHIBIT A

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL REPORT

April 30, 2025

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

April 30, 2025

TABLE OF CONTENTS

	<u>Pages</u>
Executive Summary	1 – 4
Balance Sheet as of April 30, 2025	5
Statement of Operations for the month and year to date ended April 30, 2025	6
Industry Hills Expo Center – Statement of Cash Flows for the year to date ended April 30, 2025	7
Industry Hills Expo Center – Schedule of Revenues and Expenses for the month and year to date ended April 30, 2025 and 2024 – Schedule 1	8
Capital Projects Fund – Schedule of Revenues and Expenditures for the month and year to date ended April 30, 2025 – Schedule 2	9
Capital Improvements Fund – Schedule of Expenditures for the month and year to date ended April 30, 2025 – Schedule 3	10

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

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
April 30, 2025

Expo Center Operations

During the month ended April 30, 2025 total revenues for the Facilities and Grand Arena revenues amounted to \$196,392. There were seven events held in the Pavilion and three events in the Avalon Room, generating \$41,152 in Facilities revenues. Four events were held in the Grand Arena, generating \$155,240 in Grand Arena revenues.

At April 30, 2025, our financial statements reflect the following activity:

<u>Expo Center Operations</u>	<u>Month Ended 4/30/2025</u>	<u>Year To Date 4/30/2025</u>	<u>Amended Budget 2024-2025</u>	<u>% of Budget</u>	<u>Month Ended 04/30/2024</u>	<u>Year To Date 04/30/2024</u>
Total revenues	\$ 196,392	\$ 1,610,890	\$ 1,711,100	94%	\$ 134,463	\$ 1,388,472
Expenses:						
Direct Expo Center expenses	94,480	977,707	1,077,000	91%	55,569	896,245
General and administrative expenses	104,138	1,229,418	1,533,200	80%	101,719	1,086,649
Total direct Expo Center expenses	198,618	2,207,125	2,610,200	85%	157,288	1,982,894
Net loss from operations	(2,226)	(596,235)	(899,100)	66%	(22,825)	(594,422)
Net loss	\$ (2,226)	\$ (596,235)	\$ (899,100)	66%	\$ (22,825)	\$ (594,422)

Summarized financial information by department for the month ending April 30, 2025 and 2024:

<u>Expo Center Operations</u>	<u>Month Ended 4/30/2025</u>	<u>Month Ended 4/30/2025</u>	<u>Month Ended 4/30/2025</u>	<u>Month Ended 4/30/2025</u>
	<u>Facilities</u>	<u>Grand Arena</u>	<u>General and Admin.</u>	<u>Totals</u>
Total revenues	\$ 41,152	\$ 155,240	\$ -	\$ 196,392
Expenses:				
Direct Expo Center expenses	41,534	52,946	-	94,480
General and administrative expenses	-	-	104,138	104,138
Total direct Expo Center expenses	41,534	52,946	104,138	198,618
Net (loss) income from operations	(382)	102,294	(104,138)	(2,226)
Net (loss) income for the month ended	\$ (382)	\$ 102,294	\$ (104,138)	\$ (2,226)

<u>Expo Center Operations</u>	<u>Month Ended 4/30/2024</u>	<u>Month Ended 4/30/2024</u>	<u>Month Ended 4/30/2024</u>	<u>Month Ended 4/30/2024</u>
	<u>Facilities</u>	<u>Grand Arena</u>	<u>General and Admin.</u>	<u>Totals</u>
Total revenues	\$ 23,877	\$ 110,586	\$ -	\$ 134,463
Expenses:				
Direct Expo Center expenses	30,997	24,572	-	55,569
General and administrative expenses	-	-	101,719	101,719
Total direct Expo Center expenses	30,997	24,572	101,719	157,288
Net (loss) income from operations	(7,120)	86,014	(101,719)	(22,825)
Net (loss) income for the month ended	\$ (7,120)	\$ 86,014	\$ (101,719)	\$ (22,825)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
April 30, 2025

Summarized financial information by department for the year ending April 30, 2025 and 2024:

<u>Expo Center Operations</u>	Year To Date	Year To Date	Year To Date	Year To Date
	4/30/2025	4/30/2025	4/30/2025	4/30/2025
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 543,855	\$ 1,065,790	\$ 1,245	\$ 1,610,890
Expenses:				
Direct Expo Center expenses	474,868	502,839	-	977,707
General and administrative expenses	-	-	1,229,418	1,229,418
Total direct Expo Center expenses	474,868	502,839	1,229,418	2,207,125
Net (loss) income from operations	68,987	562,951	(1,228,173)	(596,235)
Net (loss) income year to date	\$ 68,987	\$ 562,951	\$ (1,228,173)	\$ (596,235)

<u>Expo Center Operations</u>	Year To Date	Year To Date	Year To Date	Year To Date
	4/30/2024	4/30/2024	4/30/2024	4/30/2024
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 416,332	\$ 971,434	\$ 706	\$ 1,388,472
Expenses:				
Direct Expo Center expenses	388,619	507,626	-	896,245
General and administrative expenses	-	-	1,086,649	1,086,649
Total direct Expo Center expenses	388,619	507,626	1,086,649	1,982,894
Net (loss) income from operations	27,713	463,808	(1,085,943)	(594,422)
Net (loss) income year to date	\$ 27,713	\$ 463,808	\$ (1,085,943)	\$ (594,422)

CRIA Capital Assets

In accordance with GASB 34, the Civic-Recreational-Industrial-Authority (referred to as "CRIA") is required to capitalize and depreciate their capital assets. The capital assets net of accumulated depreciation at April 30, 2025 amounted to \$16,010,565 with \$2,173,674 representing construction in progress. This amount represents the cost of capital assets purchased or constructed over the years at the Industry Hills Expo Center and surrounding areas. No depreciation expense has been recorded in the statement of operations for the period ended April 30, 2025. It is the accounting policy of CRIA to record annual depreciation expense subsequent to the completion of the June 30, 2025 annual audit.

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
April 30, 2025

Capital Projects

The capital projects fund reflects expenditures for general and administrative costs and operational costs. General and administrative costs include board and staff salaries, professional services, and miscellaneous items. Operational costs include planning costs, survey costs, design costs, construction costs, small equipment, and supplies.

At April 30, 2025, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>4/30/2025</u>	<u>Year To Date</u> <u>4/30/2025</u>	<u>Amended Budget</u> <u>2024-2025</u>	<u>% of</u> <u>Budget</u>
Total revenues	\$ 1,014	\$ 4,128	\$ 4,000	103%
Expenditures:				
General and administrative expenses	229,966	1,441,459	2,677,896	54%
Total expenses	229,966	1,441,459	2,677,896	54%
Excess of expenditures over revenues	\$ (228,952)	\$ (1,437,331)	\$ (2,673,896)	54%

Capital Improvements Fund

The capital improvements fund is to account for expenditures incurred for capital improvement projects that have been budgeted for the year. Costs include planning costs, survey costs, design costs, construction costs, small equipment, and supplies. Below is a summary of the proposed Capital Improvement Program that was approved.

Capital Improvement Program (CRIA)

#	Project Name	FY 24-25 Amended Budget
1	Sewer Upgrades at Expo Center	60,000
2	Pavilion Building Upgrades	1,200,000
3	Expo Center Avalon Room Improvements	250,000
4	Expo Center Patio Café Improvements	65,000
5	Expo Center Fire Alarm System	1,000,000
6	Expo Center Electrical Loading Master Plan	40,000
7	Expo Center A/V upgrades to the Grand Arena	1,730,000
8	Expo Center Signage Improvements	15,000
9	Expo Center IT Infrastructure Upgrades	80,000
10	New Banquet Facility	250,000
11	Expo Center ADA Upgrades	10,000
12	Expo Center Barn Improvements	50,000
	Total	\$4,750,000
	TOTALS - CRIA	\$4,750,000

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
 FINANCIAL STATEMENTS
April 30, 2025

At April 30, 2025, our financial statements reflect the following activity:

<u>Capital Improvements Fund</u>	<u>Month Ended</u> <u>4/30/2025</u>	<u>Year To Date</u> <u>4/30/2025</u>	<u>Amended Budget</u> <u>2024-2025</u>	<u>% of</u> <u>Budget</u>
Equestrian Center Capital Improvements:				
Planning, Survey and Design	\$ 11,377	\$ 148,354	\$ 1,073,000	14%
Construction Costs	-	27,964	3,565,000	1%
Small Equipment & Supplies	<u>53,022</u>	<u>187,550</u>	<u>112,000</u>	167%
Total expenditures	<u>64,399</u>	<u>363,868</u>	<u>4,750,000</u>	8%
Excess of expenditures over revenues	<u>\$ 64,399</u>	<u>\$ 363,868</u>	<u>\$ 4,750,000</u>	8%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET
AS OF APRIL 30, 2025

	<u>Capital Projects</u>	<u>Expo Center</u>	<u>Capital Improvements</u>
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	\$ 228,649	\$ 102,214	\$ -
Investments	93,655	-	-
Accounts receivable, net	-	55,826	-
Prepaid insurance	-	11,343	-
Inventories	-	42,259	-
Deposits	-	3,000	-
Total current assets	<u>322,304</u>	<u>214,642</u>	<u>-</u>
CAPITAL ASSETS, net	<u>-</u>	<u>16,010,565</u>	<u>-</u>
Total assets	<u>\$ 322,304</u>	<u>\$ 16,225,207</u>	<u>\$ -</u>
LIABILITIES AND FUND BALANCE			
CURRENT LIABILITIES:			
Accounts payable	\$ -	\$ 28,521	\$ -
Sales tax payable	-	3,995	-
Advance rental payments	-	94,196	-
Security deposits	-	47,300	-
Other current liabilities	-	633	-
Total current liabilities	<u>-</u>	<u>174,645</u>	<u>-</u>
FUND BALANCE:			
Fund balance	<u>322,304</u>	<u>16,050,562</u>	<u>-</u>
Total liabilities and fund balance	<u>\$ 322,304</u>	<u>\$ 16,225,207</u>	<u>\$ -</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

STATEMENT OF OPERATIONS
FOR THE MONTH AND YEAR TO DATE ENDED APRIL 30, 2025

	Capital Projects				Expo Center				Capital Improvements			
	MONTH ENDED 4/30/2025	YEAR TO DATE 4/30/2025	2024-2025 AMENDED BUDGET	% OF AMENDED BUDGET	MONTH ENDED 4/30/2025	YEAR TO DATE 4/30/2025	2024-2025 AMENDED BUDGET	% OF AMENDED BUDGET	MONTH ENDED 4/30/2025	YEAR TO DATE 4/30/2025	2024-2025 AMENDED BUDGET	% OF AMENDED ANNUAL BUDGET
REVENUES:												
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ 196,392	\$ 1,610,890	\$ 1,711,100	94%	\$ -	\$ -	\$ -	0%
Other revenues	1,014	4,128	4,000	103%	-	-	-	0%	-	-	-	0%
Total revenues	<u>1,014</u>	<u>4,128</u>	<u>4,000</u>	103%	<u>196,392</u>	<u>1,610,890</u>	<u>1,711,100</u>	94%	<u>-</u>	<u>-</u>	<u>-</u>	0%
EXPENDITURES:												
Operating expenses	-	-	-	0%	94,480	977,707	1,077,000	91%	64,399	363,868	4,750,000	8%
General and administrative expenses	229,966	1,441,459	2,677,896	54%	104,138	1,229,418	1,533,200	80%	-	-	-	0%
Total expenses	<u>229,966</u>	<u>1,441,459</u>	<u>2,677,896</u>	54%	<u>198,618</u>	<u>2,207,125</u>	<u>2,610,200</u>	85%	<u>64,399</u>	<u>363,868</u>	<u>4,750,000</u>	8%
EXCESS OF EXPENDITURES OVER REVENUES	(228,952)	(1,437,331)	(2,673,896)	54%	(2,226)	(596,235)	(899,100)	66%	(64,399)	(363,868)	(4,750,000)	8%
OTHER FINANCING SOURCES, NET	<u>(30,000)</u>	<u>1,959,999</u>	<u>1,233,400</u>	159%	<u>30,000</u>	<u>518,000</u>	<u>899,100</u>	58%	<u>64,399</u>	<u>533,467</u>	<u>4,750,000</u>	11%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES	(258,952)	522,668	\$ <u>(1,440,496)</u>	-36%	27,774	(78,235)	\$ <u>-</u>	0%	-	169,599	\$ <u>-</u>	0%
Fund balance, beginning	<u>581,256</u>	<u>(200,364)</u>			<u>16,022,788</u>	<u>16,128,797</u>			<u>-</u>	<u>(169,599)</u>		
Fund balance, ending	\$ <u><u>322,304</u></u>	\$ <u><u>322,304</u></u>			\$ <u><u>16,050,562</u></u>	\$ <u><u>16,050,562</u></u>			<u><u>-</u></u>	\$ <u><u>-</u></u>		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

INDUSTRY HILL EXPO CENTER
 STATEMENT OF CASH FLOWS
FOR THE YEAR TO DATE ENDED APRIL 30, 2025

	<u>AMOUNT</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (596,235)
Adjustments to reconcile net loss to net cash used in operating activities:	
Change in operating assets and liabilities:	
Accounts receivable, net	43,664
Prepaid insurance	(2,347)
Inventories	10,136
Accounts payable	11,613
Sales tax payable	(1,658)
Advance rental payments	(36,345)
Security deposits	6,100
Other current liabilities	633
Net cash used in operating activities	<u>(564,439)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Other financing sources	<u>518,000</u>
NET CHANGE IN CASH	(46,439)
Cash at July 1, 2024	148,653
Cash at April 30, 2025	<u>\$ 102,214</u>

**INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR TO DATE ENDED APRIL 30, 2025**

<u>Expo Center Operations</u>	MONTH ENDED 4/30/2025	YEAR TO DATE 4/30/2025	AMENDED BUDGET 2024-2025	% OF AMENDED BUDGET	MONTH ENDED 04/30/2024	YEAR TO DATE 04/30/2024
Expo revenues						
Facilities rentals	\$ 20,850	\$ 273,923	\$ 240,800	114%	\$ 12,755	\$ 195,091
Facilities rentals - bar sales	15,180	209,888	219,100	96%	8,588	174,800
Facilities - security	3,044	46,106	46,600	99%	1,915	38,399
Facilities - food	-	-	1,600	0%	219	1,242
Facilities - insurance	400	8,165	8,500	96%	400	6,800
Facilities - other	1,678	3,832	900	426%	-	-
Facilities - concessions	-	1,941	-	0%	-	-
Grand Arena - special events rentals	26,000	172,500	182,900	94%	21,955	156,878
Grand Arena - outdoor arena rentals	-	6,900	8,000	86%	-	4,000
Grand Arena - show barn stall rentals	975	33,830	51,400	66%	875	41,320
Grand Arena - shaving sales	131	5,043	6,800	74%	-	3,792
Grand Arena - security	9,500	81,088	82,800	98%	7,700	67,057
Grand Arena - trailer parking	8,215	68,057	66,200	103%	11,330	49,820
Grand Arena - bar sales	26,726	320,453	382,600	84%	15,264	330,974
Grand Arena - food	-	-	100	0%	-	-
Grand Arena - parking	64,330	254,738	262,300	97%	38,390	206,871
Grand Arena - other	19,363	123,181	149,700	82%	15,072	110,722
Total revenues	<u>196,392</u>	<u>1,609,645</u>	<u>1,710,300</u>	94%	<u>134,463</u>	<u>1,387,766</u>
Direct general and administrative revenues						
G&A- Other	-	1,245	800	156%	-	706
Expo expenses						
Cost of sales	14,361	161,720	148,700	109%	6,239	139,178
Bar supplies	42	5,506	7,500	73%	-	5,639
Promotional banquet	-	-	400	0%	-	161
Feed	-	-	-	0%	-	367
Contract labor/wages	56,353	548,466	622,600	88%	40,663	515,352
Furniture/fixtures & equipment	-	37,544	39,900	94%	-	25,232
Facilities - insurance	-	-	-	0%	-	1,000
Miscellaneous	2,832	5,883	12,700	46%	-	1,590
Promotional	-	1,000	9,500	11%	-	17,787
Property maintenance	1,702	17,516	17,900	98%	-	5,394
Repairs and maintenance	-	-	300	0%	-	913
Racer purse payout	10,932	90,631	-	-	-	67,222
Sales tax	-	628	700	90%	-	1,064
Security - Grand Arena	-	-	87,200	0%	-	2,800
Security - Facilities	2,952	46,362	56,600	82%	5,611	53,800
Shavings	88	3,639	5,200	70%	-	2,916
Supplies	5,218	44,614	46,900	95%	3,056	32,669
Equipment rental	-	14,198	20,900	68%	-	23,161
Total Expo expenses	<u>94,480</u>	<u>977,707</u>	<u>1,077,000</u>	91%	<u>55,569</u>	<u>896,245</u>
Operating net income before direct G & A and CRIA indirect expenses	<u>101,912</u>	<u>633,183</u>	<u>634,100</u>	100%	<u>78,894</u>	<u>492,227</u>
Direct general and administrative expenses						
Office supplies	-	14,927	19,000	0%	-	3,893
Travel and meetings	-	100	700	14%	-	232
Dues, subscriptions, books, etc.	1,681	13,818	21,400	65%	1,704	19,698
Equipment rental/lease	972	9,640	10,100	95%	946	10,122
Furniture/fixtures & equipment	-	14,292	6,800	210%	1,001	7,978
Advertising/printing	540	540	-	0%	-	-
Telephone	1,702	15,431	18,300	84%	1,683	14,678
Postage	-	1,953	1,200	163%	81	1,101
Miscellaneous	(1,216)	29,891	24,900	120%	5,438	24,229
Professional services	23,818	279,428	371,600	75%	26,817	258,603
Repairs and equipment	-	3,949	2,500	158%	-	3,482
Vehicle expenses	1,134	23,396	37,900	62%	57	30,609
Insurance and bonds	-	10,387	11,800	88%	1,124	11,242
Supplies	3,518	36,235	43,200	84%	1,979	32,524
Contract labor/administrative wages	44,334	438,198	521,200	84%	32,330	347,033
Property maintenance	15,503	138,910	152,400	91%	13,979	120,417
Utilities	12,152	198,323	290,200	68%	14,580	200,808
Total direct general and administrative expenses	<u>104,138</u>	<u>1,229,418</u>	<u>1,533,200</u>	80%	<u>101,719</u>	<u>1,086,649</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>\$ (2,226)</u>	<u>\$ (596,235)</u>	<u>\$ (899,100)</u>	66%	<u>\$ (22,825)</u>	<u>\$ (594,422)</u>

CAPITAL PROJECTS FUND
 SCHEDULE OF REVENUES AND EXPENDITURES
 FOR THE MONTH AND YEAR TO DATE ENDED APRIL 30, 2025

REVENUES:	MONTH ENDED <u>4/30/2025</u>	YEAR TO DATE <u>4/30/2025</u>	AMENDED BUDGET <u>2024-2025</u>	% OF AMENDED BUDGET
Other revenues	\$ 1,014	\$ 4,128	\$ 4,000	103%
 GENERAL AND ADMINISTRATIVE EXPENDITURES:				
Salaries - board	3,834	38,343	48,000	80%
Payroll taxes	-	-	4,000	0%
Life insurance, state comp, and LTC	-	-	1,000	0%
Medicare/disability	56	556	1,000	56%
PARS - ARS	144	1,438	2,000	72%
Landscaping	116,729	174,665	950,000	18%
Taxes and assessments	-	287	-	0%
Legal	-	4,589	16,000	29%
Professional services	7,349	239,295	335,000	71%
Accounting	123	1,466	2,000	73%
Small equipment and supplies	(2)	1,092	2,000	55%
Vehicle expenses	863	5,437	10,000	54%
General engineering	28,346	133,975	200,000	67%
Printing/photography	-	663	-	0%
Security	49,790	493,045	658,896	75%
Property maintenance	22,734	293,977	400,000	73%
Furniture, equipment & fixtures	-	-	5,000	0%
Utilities	-	20,465	28,000	73%
Reclaimed water	-	15,313	15,000	
Other	-	16,853	-	0%
Total general and administrative expenditures	<u>229,966</u>	<u>1,441,459</u>	<u>2,677,896</u>	54%
EXCESS OF EXPENDITURES OVER REVENUES	<u>\$ (228,952)</u>	<u>\$ (1,437,331)</u>	<u>\$ (2,673,896)</u>	54%

CAPTIAL IMPROVEMENT FUND
 SCHEDULE OF EXPENDITURES
FOR THE MONTH AND YEAR TO DATE ENDED APRIL 30, 2025

EXPENDITURES	MONTH ENDED <u>4/30/2025</u>	YEAR TO DATE <u>4/30/2025</u>	AMENDED BUDGET <u>2024-2025</u>	% OF AMENDED BUDGET
Equestrian center capital improvements:				
Planning, survey and design	\$ 11,377	\$ 148,354	1,073,000	14%
Construction costs	-	27,964	3,565,000	1%
Small equipment & supplies	<u>53,022</u>	<u>187,550</u>	<u>112,000</u>	167%
Total expenditures	<u>64,399</u>	<u>363,868</u>	<u>4,750,000</u>	8%
 EXCESS OF EXPENDITURES OVER REVENUES	 <u>\$ 64,399</u>	 <u>\$ 363,868</u>	 <u>\$ 4,750,000</u>	 8%

ITEM NO. 7.3